CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

MARCH 17, 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 MARCH 17, 2026, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Pastor Matt Chavez from One and All Church

PLEDGE OF ALLEGIANCE
Led by West Covina High School Student Allison Liang

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Certificate of Recognition Celebrating West Covina Bruins Mitey Mite Cheerleaders 1st Place at Nationals
- Certificate of Recognition Applauding Michelle Lee, Academic Decathlon Gold Medal Recipient for Art and Music
- Certificate of Recognition Applauding Allison Liang, Academic Decathlon Gold Medal Recipient for Highest Overall Team Score
- Certificate of Recognition Celebrating Dextin Kong, Placing 5th Place in the Country in Speech and Debate
- Proclamation Honoring Woman's History Month
- Taste of West Covina Presentation Recognizing Bun Street/Scoop Street
- Fire Department Presentation on Community Connect

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 MARCH 3, 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.

That the Council approve the March 3, 2026, City Council/Successor Agency Regular Session Meeting Minutes.

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

2) CONSIDERATION OF ADOPTION OF ORDINANCE AMENDING SECTION 22-131 OF DIVISION 4 OF ARTICLE IV OF CHAPTER 22 OF THE WEST COVINA MUNICIPAL CODE

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

ORDINANCE NO. 2538 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING SECTION 22-131 OF DIVISION 4 OF ARTICLE IV OF CHAPTER 22 OF THE WEST COVINA MUNICIPAL CODE TO REVISE SPEED LIMITS AT 69 LOCATIONS BASED UPON THE 2025 ENGINEERING AND TRAFFIC SURVEY

CITY MANAGER'S OFFICE

3) CONSIDERATION OF AN AGREEMENT WITH MICHAEL BAKER INTERNATIONAL FOR LOCAL HAZARD MITIGATION PLAN PREPARATION SERVICES AND ASSOCIATED BUDGET AMENDMENT

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

1. Award the contract for Request for Proposals No. 2026-004 for Local Hazard Mitigation Plan preparation services to Michael Baker International, Inc.;
2. Authorize the Acting City Manager to execute an agreement with Michael Baker International, Inc. in an amount not to exceed $185,000, for the preparation of a Local Hazard Mitigation Plan and related services, in such final form as approved by the City Attorney;
3. Authorize the Acting City Manager to negotiate and execute any amendments; and
4. Adopt the following Resolution:

RESOLUTION NO. 2026-27 – 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 (LOCAL HAZARD MITIGATION GRANT)

4) CONSIDERATION OF APPROVAL OF THE ACTING CITY MANAGER'S PROPOSED APPOINTMENT OF GREG MCKEOWN AS FIRE CHIEF

It is recommended that the City Council approve the following proposed appointment:

1. Greg McKeown to the position of Fire Chief

5) CONSIDERATION OF AGREEMENT FOR BUS SHELTER MAINTENANCE SERVICES

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

1. Find that the City's bidding requirements and procedures are inefficient and not in the best interest of the City for the procurement of bus shelter maintenance services in accordance with Section 2-335(10) of the West Covina Municipal Code;
2. Authorize the Acting City Manager to negotiate and execute an agreement with Valley Light Center for Social Advancement for bus shelter maintenance services, for an initial term of three (3) years, with two (2) optional one (1) year extensions, in an amount not-to-exceed $1,118,630.00, in a form approved by the City Attorney;
3. Authorize the City Manager to negotiate and execute any amendments to the agreement; and
4. Authorize the City Manager to exercise the extension options.

COMMUNITY DEVELOPMENT

6) CONSIDERATION OF CONSTRUCTION SERVICES AGREEMENT FOR FY 24-25 RESIDENTIAL STREET REHABILITATION PROJECT - PROJECT NO. 25001 AND ASSOCIATED BUDGET AMENDMENT

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

1. Award the Construction Services Agreement for the FY 24-25 Residential Street Rehabilitation Project (Project No. 25001) to Onyx Paving Company, Inc. as the lowest responsible bidder;
2. Authorize the Acting City Manager to execute the Construction Services Agreement with Onyx Paving Company, Inc. for $4,646,000.00, in such final form as approved by the City Attorney;
3. Authorize the Acting City Manager to negotiate and execute any amendments up to 10% of the awarded agreement amount;
4. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction); and
5. Adopt the following resolution:

RESOLUTION NO. 2026-26 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (RESIDENTIAL STREET REHAB FY 2024-25)

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

7) PUBLIC HEARING REGARDING THE PROGRAM YEAR (PY) 2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN

It is recommended that the City Council:

1. Conduct a public hearing regarding the PY 2026 CDBG Action Plan; and
2. Direct staff to develop a draft PY 2026 CDBG Action Plan, based on the needs and priorities approved for the PY 2025-2029 Consolidated Plan.

8) CONSIDERATION OF PROPOSED AMENDMENT TO THE PROGRAM YEAR (PY) 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN AND ASSOCIATED BUDGET AMENDMENT

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

1. Conduct a public hearing regarding the PY 2025 CDBG Action Plan;
2. Approve the proposed amendment to the PY 2025 CDBG Action Plan to increase the funding for Project 25001- FY 24-25 Residential Street Rehabilitation; and
3. Approve the following resolution:

RESOLUTION NO. 2026-22 - 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 (CDBG FY 2025 ACTION PLAN AMENDMENT - 25001)

DEPARTMENTAL REGULAR MATTERS

9) FISCAL YEAR 2025-26 CAPITAL IMPROVEMENTS PROGRAM (CIP) UPDATE

It is recommended that the City Council receive and file the Fiscal Year 2025-26 Capital Improvement Program (CIP) project status update.

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.)

10) CONSIDERATION OF RESOLUTION OF CENSURE CONCERNING COUNCILMEMBER BRIAN GUTIERREZ

It is recommended that the City Council:

1. Consider whether to adopt a Resolution of Censure concerning Councilmember Brian Gutierrez based upon the findings contained in the Confidential Investigation Report prepared by Gemelli Employment Law dated February 26, 2026; and
2. If the City Council elects to proceed with adoption of a Resolution of Censure, conduct discussion and take any action deemed appropriate in open session.

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting	April 7, 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: March 17, 2026

TO: Mayor and City Council

FROM:

SUBJECT: **CONSIDERATION OF APPROVAL OF THE MARCH 3, 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

RECOMMENDATION:

That the Council approve the March 3, 2026, City Council/Successor Agency Regular Session Meeting Minutes.

DISCUSSION:

That the City Council adopt the attached minutes, the Closed Session Meeting was canceled.

Pursuant to Section 2-54 of the West Covina Municipal .Code, which grants each Council Member the right to have reasons for dissent from or protest against any action entered in the minutes (Code 1960, § 2123), Mayor Pro Tem Cantos entered his statement into the record to be included as part of the minutes from the City Council meeting on Tuesday, March 3, 2026 (Attachment No. 2).

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - 3/3/2026 Regular Session Minutes Draft

Attachment No. 2 - Statement by Mayor Pro Tem Cantos

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

MARCH 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

MINUTES

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

INVOCATION
Led by Pastor Samuel Martinez from Amazing Love Ministries

PLEDGE OF ALLEGIANCE
Led by Students Participating in Student Government Day

ROLL CALL
Council Members

DRAFT

Present: Council Members, Rosario Diaz, Gutierrez, Wu (Arrived by 7:18), Mayor Pro Tem Ollie Cantos, Mayor Letty Lopez-Viado

REPORTING OUT FROM CLOSED SESSION
The March 3, 2026 Closed Session Meeting was cancelled.

PRESENTATIONS
- Certificate of Recognition celebrating Marinelli Bros Circus
- Certificates of Recognition — Student Government Day
- Taste of West Covina Presentation Recognizing Dough Dudes Pizza

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

ORAL COMMUNICATIONS - Three (3) minutes per speaker
Josh Murry
John Shewmaker
Nikki Ahern
Jerri Potras
Nick Lewis
Darryl Spivey.
Rita Pruszynski
Doug Fore
Don Cook.
Vivian Teran
Ivan Canpos
Melissa Perez
Sage Newman
Glenn Kennedy
Ray Vargas.
Mario Sobalvarro.

CONSENT CALENDAR
ACTION: Motion by Councilman Wu and Second by Councilwoman Diaz, 4-0-1 (Abstain: Gutierrez) to: *Approve Consent Calendar Item 1. (Item No. 2 was pulled by Mayor Pro Tem Cantos, Item No. 3 was pulled by Lopez-Viado, and Item No. 4 was pulled by Councilmember Gutierrez.)*

ACTION: Motion by Councilwoman Diaz and a second by Councilman Wu, 3-2 (No: Gutierrez, Cantos) to: *Approve Consent Calendar Item No. 2. (Item No. 2 was pulled by Mayor Pro Tem Cantos)*

ACTION: Motion by Councilman Wu and a Second by Councilmember Gutierrez, 5 -0 to: *Approve Consent Calendar Item 3. (Item No. 3 was pulled by Mayor Lopez-Viado)*

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ACTION: Motion by Councilman Wu and a Second by Mayor Pro Tem Cantos, 5-0 to: *Approve Consent Calendar Item No. 4. (Item No. 4 was pulled by Councilmember Gutierrez)*

APPROVAL OF MEETING MINUTES

1) **CONSIDERATION OF APPROVAL OF THE FEBRUARY 17, 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES, THE FEBRUARY 17, 2026, AND THE DECEMBER 2, 2025 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.**

Carried 4-0-1 (Abstain: Gutierrez) to: That the Council approve the February 17, 2026, City Council/Successor Agency Regular Session Meeting Minutes, the February 17, 2026, City Council/Successor Agency Closed Session Meeting Minutes and the December 2, 2025, City Council/Successor Agency Regular Session Meeting Minutes.

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

2) **CONSIDERATION OF ADOPTION OF ORDINANCE NO. 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"**

Carried 3-2 (No: Gutierrez, Cantos) to: 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"

FIRE DEPARTMENT

3) **CONSIDERATION OF PURCHASE OF A FIRE UTILITY TERRAIN VEHICLE (UTV) AND ASSOCIATED BUDGET AMENDMENT**

There was a mistake in the report made by the Fire Department, there was no impact to the general fund for the purchase of this vehicle. There were funds available in the Vehicle Replacement Fund.

Carried 5-0 to: It is recommended that the City Council take the following actions:

1. Find that compliance with the City's bidding requirements and procedures is not in the best interest of the City for the procurement of a Utility Terrain Vehicle (UTV) configured for emergency response, patient transport and mutual aid

DRAFT

deployment requirements in accordance with Section 2-335(10) of the West Covina Municipal Code.
2. Authorize the purchase of one (1) 2026 Prowler Crew Cab 4x4 Utility Terrain Vehicle (UTV) configured for emergency response, patient transport, and mutual aid deployment requirements with emergency lights and siren upfitting from Ultimate Performance Corporation dba ATV Corp. in the amount of $60,894.71 (including sales tax, delivery, and options) and authorize the Acting City Manager to execute the purchase order for such purchase.
3. Authorize the purchase and installation of Fire Department logo and numbering decals from Graphix Systems in the amount of $587.52 and authorize the Acting City Manager to execute the purchase order for such purchase.
4. Approve a 5% contingency, totaling $3,074.11, for miscellaneous equipment associated with the UTV purchase.
5. Adopt the following resolution:

There was a mistake in the report made by the department, there was no impact to the general fund.

RESOLUTION NO. 2026-18 - 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 (FIRE UTILITY TERRAIN VEHICLE)

PUBLIC WORKS

4) **REVIEW OF THE REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES FOR CITY FACILITIES**

Carried 5-0 to: Public Works staff recommends that the City Council authorize the Public Works Department to issue a formal Request for Proposals (RFP) to obtain competitive proposals for janitorial services for City facilities.

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

5) **REVIEW OF INVESTIGATION REPORT PREPARED BY GEMELLI EMPLOYMENT LAW REGARDING CONCERNS RAISED BY COUNCILMEMBERS AT SEPTEMBER 16, 2025 COUNCIL MEETING**

ACTION: Motion by Councilwoman Diaz and a Second by Councilman Wu, 3-1-1(Abstain: Cantos, No: Gutierrez) to: *move to agendize a censure hearing.*

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ACTION: Motion by Councilman Wu and a second by Councilwoman Diaz, 5-0 to: *terminate the contract with Plante Moran into the financial impropriety and refer all financial impropriety claims to the District Attorney's Office.*

ACTION: Motion by Councilman Wu and a second by Mayor Pro Tem Cantos, 4-1 (No: Gutierrez) to: receive and file the Confidential Investigation Report prepared by Gemelli Employment Law dated February 26, 2026.

ACTION: Motion by Councilman Wu and a second by Councilwoman Diaz, 5-0 to: direct staff and/or outside counsel to prepare and present recommendations addressing governance structure, lines of authority, and appropriate administrative protocols within the council-manager form of government for consideration at a future duly noticed City Council meeting.

MAYOR/COUNCILMEMBERS REPORTS
None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION
None

CITY COUNCIL COMMENTS

- Councilmember Gutierrez commented that tonight's action is a point to retaliate against him for reporting misconduct.
- Mayor Pro Tem Cantos mentioned that on March 14 2026 Ridge Riders will be a place of activity to work on painting the fences and revitalize the equestrian center.
- Mayor Lopez-Viado stated that she loves hearing about positive news and the community coming together.
- Councilman Wu asked if dogs could join in.

ADJOURNMENT

A motion to adjourn the Regular Meeting was made, and the meeting was adjourned at 11:10 p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, March 17, 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

_____

DRAFT

ATTACHMENT NO. 1

Letty Lopez Viado
Mayor

DRAFT

ATTACHMENT NO. 2

STATEMENT OF MAYOR PRO TEM OLLIE CANTOS

Regarding the Need for Modifications to the Proposed Code of Conduct,

Agenda Item 2

of the Regular Meeting of the City Council on

Tuesday, March 3, 2026

Dear City Council Colleagues:

Pursuant to Section 2-54 of the West Covina Municipal .Code, which grants each of us the right to have reasons for dissent from or protest against any action entered in the minutes (Code 1960, § 2123), I hereby enter this statement into the record to be included as part of the minutes from the City Council meeting on Tuesday, March 3, 2026.

To begin, I wish to express my genuine appreciation for all the work that has gone into drafting and refining the proposed Code of Conduct, particularly given the tense environment that has consumed this body, especially over recent months. Indeed, maintaining professionalism, protecting the integrity of city governance, and ensuring respectful interactions are all worthy goals. However, our responsibility as elected officials is not only to pursue good policy goals, but also to ensure that the laws we adopt remain within the constitutional limits that govern public office.

After carefully reviewing the ordinance and the governing law, I must respectfully oppose Sections 2-703 ("Acknowlegment"), 2-729 ("Impeachment"), and 2-730 ("Disqualification from Future Office Following Impeachment").

My concerns fall into three primary areas:

(1) constitutional limits on qualifications for public office,

(2) structural limits on disciplining elected officials, and

(3) First Amendment protections for political speech.

First, Section 2-703 requires every elected official to execute a written acknowledgment confirming receipt of the Code of Conduct and agreeing to comply with it. Although this requirement is described as an "acknowledgment," it functions as an additional declaration that an elected official must sign in connection with holding office.

The problem is that the California Constitution already establishes the exclusive oath required for public office.

Article XX, Section 3 of the California Constitution provides:

"Members of the Legislature, and all public officers and employees… shall, before they enter upon the duties of their respective offices, take and subscribe the following oath or affirmation… and no other oath, declaration, or test, shall be required as a qualification for any public office or employment."

— Cal. Const., art. XX, § 3.

That language is direct and unequivocal. The Constitution prohibits government from imposing any additional oath, declaration, or test as a qualification for public office.

This principle is reinforced by California Government Code section 1360, which implements the constitutional oath requirement and does not authorize any additional declarations as a prerequisite for assuming office.

The California Supreme Court addressed this issue over a century ago in Bradley v. Clarke, 133 Cal. 196 (1901). In that case, the Court held that the constitutional oath provision is exclusive and prevents the government from imposing additional declarations or conditions on the right to hold public office.

Similarly, in San Francisco Police Officers Association v. City and County of San Francisco, 69 Cal.App.3d 1019 (1977), the court invalidated local requirements that effectively imposed additional conditions on the exercise of public office beyond those authorized by law.

Section 2-703 risks running afoul of these authorities. Even if framed as a procedural acknowledgment, it requires elected officials to sign a written declaration regarding obligations beyond the constitutional oath. The ordinance further suggests that failure to sign may affect participation in council activities. That effectively creates an additional condition tied to the exercise of public office, which the Constitution expressly forbids.

Second, Sections 2-729 and 2-730 establish escalating governance-based sanctions against elected officials.

While these provisions are described as "governance measures," the practical effect is to authorize the council majority to impose restrictions on another elected official's participation in city governance.

That structure raises serious concerns under California law governing elected offices.

In our constitutional system, elected officials are primarily accountable to the voters who elected them, not to the majority of the legislative body on which they serve. The traditional mechanisms for addressing misconduct by elected officials are well established and include:

- **recall elections**
- **criminal prosecution**
- **civil enforcement by state authorities**
- **judicial proceedings such as "quo warranto," Latin for "by what authority," a type of legal action used to challenge whether a specific person has the legal right to hold the public office they occupy. It forces the person or entity to prove they have the proper legal authority for their position or actions.**

These mechanisms exist precisely to prevent legislative majorities from effectively disciplining or disabling political opponents.

Allowing a council majority to impose operational restrictions on another elected official—even if labeled "governance-based"—risks creating a form of de facto discipline or suspension that cities are not authorized to impose.

In fact, the ordinance itself acknowledges that municipalities currently lack authority to suspend elected officials absent enabling legislation from the State of California. That acknowledgement underscores the structural limits we must respect.

Third, there are significant First Amendment implications.

Many provisions within these sections regulate conduct that may include political speech, criticism, advocacy, or statements made in connection with city governance. Yet political speech by elected officials sits at the very core of the First Amendment.

The United States Supreme Court addressed similar concerns in Communist Party of Indiana v. Whitcomb, 414 U.S. 441 (1974). In that case, the Court invalidated a requirement that political parties sign a loyalty-type declaration in order to participate in the electoral process. The Court explained that government may not condition participation in the political process on compelled commitments or declarations imposed by the state.

That principle applies with equal force here. When government requires elected officials to sign declarations regarding conduct or allows a legislative majority to sanction another official for political expression related to governance, it risks infringing on both the First Amendment and the representational rights of the voters who elected that official.

Beyond the legal concerns, there is also a structural concern for democratic governance.

If adopted in its current form, these provisions could allow a majority of the council to initiate investigations, impose restrictions, and escalate sanctions against another elected official. Even if that authority is exercised in good faith, the structure itself invites the possibility that political disagreements could be reframed as misconduct allegations.

Courts are particularly cautious when laws allow government actors to regulate the speech or participation of elected officials because doing so can interfere with the voters' chosen representation.

To be clear, my concern is not with promoting ethical conduct. I fully support efforts to encourage professionalism, civility, and responsible governance.

However, those goals must be pursued within the constitutional framework that protects the independence of elected officials and the rights of the voters who elected them.

For these reasons, I respectfully oppose Sections 2-703, 2-729, and 2-730 of the Code of Conduct as currently drafted. If the Council as a whole does not see fit to strike out these provisions, I will have little choice but to oppose adoption of the ordinance that puts this into place.

Thank you, in advance, for taking the above into careful consideration.

--Ollie

Olegario "Ollie" D. Cantos VII, Esq.

Mayor Pro Tem

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 17, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF ADOPTION OF ORDINANCE AMENDING SECTION 22-131 OF DIVISION 4 OF ARTICLE IV OF CHAPTER 22 OF THE WEST COVINA MUNICIPAL CODE**

RECOMMENDATION:

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

ORDINANCE NO. 2538 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING SECTION 22-131 OF DIVISION 4 OF ARTICLE IV OF CHAPTER 22 OF THE WEST COVINA MUNICIPAL CODE TO REVISE SPEED LIMITS AT 69 LOCATIONS BASED UPON THE 2025 ENGINEERING AND TRAFFIC SURVEY

BACKGROUND:

California Vehicle Code ("CVC") Section 22352 establishes a prima facie speed limit of 25 miles per hour on any highway in any business or residence district unless a different speed is determined by a local authority under the procedures set forth in the CVC.

CVC Section 22357 provides that whenever a local authority determines upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to a prima facie limit of 25 miles per hour, the local authority may by ordinance determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55, or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe. Pursuant to CVC Section 22357, the declared prima facie or maximum speed limit is effective when appropriate signs giving notice thereof are erected upon the street and cannot be revised except upon the basis of an engineering and traffic survey.

Section 40802(a) of the CVC defines a "speed trap" in two ways, including a particular section of a highway with a prima facie speed limit that is provided by the CVC or by local ordinance pursuant to Section 22352, 22354, 22357, 22358, or 22358.3 of the CVC, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects.

Section 40802(b) of the CVC generally defines a local street or road as one that is functionally classified as "local" on the "California Road System Maps" approved by the Federal Highway Administration and

maintained by the Department of Transportation. Pursuant to Section 40802(c)(1) of the CVC, when specified criteria are met, paragraph (2) of subdivision (c) shall be applicable and subdivision (a) shall not be applicable.

Pursuant to Section 40802(c)(2) of the CVC, a “speed trap” is defined in two ways, including a particular section of a highway or state highway with a prima facie speed limit that is provided by the CVC or by local ordinance under paragraph (1) of subdivision (b) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within seven years or, if an engineering and traffic study was conducted more than seven years prior to the date of the alleged violation, and a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred, 14 years, prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects.

CVC Section 627 defines “engineering and traffic survey” and outlines the requirements for an engineering and traffic survey. The City last conducted an engineering and traffic survey of 195 locations in 2017 and adopted Ordinance No. 2330, establishing speed limits on specified streets and amending Section 22-131 of Division IV of Article IV of Chapter 22 of the West Covina Municipal Code to include such speed limits.

In 2025, the City, through its Contract City Engineer, Transtech Engineers, Inc., conducted an Engineering and Traffic Survey (ETS) for 69 street segments in accordance with CVC Section 627 (“2025 ETS”).

Approval of the City’s 2025 ETS by Council and adoption of an ordinance is required to establish and/or revise Citywide speed limits that can be upheld by the courts and not constitute a speed trap as defined in CVC Section 40802.

On February 17, 2026, the City Council adopted Resolution No. 2026-23 approving the 2025 ETS and introduced Ordinance No. 2538 for first reading.

DISCUSSION:

The purpose of an engineering and traffic survey is to establish updated speed limits that can be legally enforced using radar at pre-determined locations. With the help of City Staff, Transtech identified 69 segment locations to complete an ETS to determine if they would be eligible for a reduction of speed. These locations were prioritized corresponding to locations representing the greatest risk in the roadway network.

An ordinance is required to be adopted by the City Council to establish and/or revise Citywide speed limits to be upheld by the courts. There were 69 segments selected for inclusion in the 2025 ETS as listed in the City of West Covina 2025 Engineering and Traffic Survey of 69 Locations.

The proposed ordinance amends Section 22-131 of Division 4 of Article IV of Chapter 22 of the West Covina Municipal Code to revise speed limits at 69 locations pursuant to the 2025 ETS.

Staff recommends that the City Council adopt the ordinance. The ordinance will take effect on the 31st day following adoption, on or about April 17, 2026.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Michael Lloyd, City Engineer

Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

The proposed action is administrative in nature and does not have a direct fiscal impact. Any future costs associated with implementation would be brought forward for City Council consideration in accordance with applicable law.

Attachments

Attachment No.1 - Ordinance No. 2538

CITY COUNCIL GOALS & OBJECTIVES: A Creative and Active Community
A Well-Planned Community

ATTACHMENT NO. 1

ORDINANCE NO. 2538

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA AMENDING SECTION 22-131 OF DIVISION 4 OF ARTICLE IV OF CHAPTER 22 OF THE WEST COVINA MUNICIPAL CODE TO REVISE SPEED LIMITS AT 69 LOCATIONS BASED UPON THE 2025 ENGINEERING AND TRAFFIC SURVEY

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

WHEREAS, California Vehicle Code ("CVC") Section 22352 establishes a prima facie speed limit of 25 miles per hour on any highway in any business or residence district unless a different speed is determined by a local authority under the procedures set forth in the CVC; and

WHEREAS, CVC Section 22357 provides that whenever a local authority determines upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to a prima facie limit of 25 miles per hour, the local authority may by ordinance determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55, or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe; and

WHEREAS, pursuant to CVC Section 22357, the declared prima facie or maximum speed limit is effective when appropriate signs giving notice thereof are erected upon the street and cannot be revised except upon the basis of an engineering and traffic survey; and

WHEREAS, Section 40802(a) of the CVC defines a "speed trap" in two ways, including a particular section of a highway with a prima facie speed limit that is provided by the CVC or by local ordinance pursuant to Section 22352, 22354, 22357, 22358, or 22358.3 of the CVC, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects; and

WHEREAS, Section 40802(b) of the CVC generally defines a local street or road as one that is functionally classified as "local" on the "California Road System Maps" approved by the Federal Highway Administration and maintained by the Department of Transportation; and

WHEREAS, pursuant to Section 40802(c)(1) of the CVC, when specified criteria are met, paragraph (2) of subdivision (c) shall be applicable and subdivision (a) shall not be applicable; and

WHEREAS, pursuant to Section 40802(c)(2) of the CVC, a "speed trap" is defined in two ways, including a particular section of a highway or state highway with a prima facie speed limit that is provided by the CVC or by local ordinance under paragraph (1) of subdivision (b) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within seven years or, if an engineering and traffic study was conducted more than seven years prior to the date of the alleged violation, and a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or traffic conditions have occurred, 14 years, prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects; and

WHEREAS, CVC Section 627 defines "engineering and traffic survey" and outlines the requirements for an engineering and traffic survey; and

WHEREAS, the City conducted an engineering and traffic survey in 2017 and adopted Ordinance No. 2330, establishing speed limits on specified streets and amending Section 22-131 of Division IV of Article IV of Chapter 22 of the West Covina Municipal Code to include such speed limits; and

WHEREAS, in 2025, the City, through its Contract City Engineer, Transtech Engineers, Inc., conducted an Engineering and Traffic Survey (ETS) for 69 street segments in accordance with CVC Section 627 ("2025 ETS"); and

WHEREAS, the recommendations contained in the 2025 ETS are intended to establish prima facie speed limits. Prima facie speed limits advise the motorist and enforcement agencies of the reasonable speed for a section of highway for prevailing conditions; and

WHEREAS, on February 17, 2026, the City Council adopted Resolution No. 2026-23, approving the 2025 ETS; and

WHEREAS, based on the results of the 2025 ETS, speed limits for the 69 street segments will be lowered due to existing conditions, land use, collision rates, or location near a facility that generates a high concentration of bicyclists or pedestrians or vulnerable groups such as children, seniors, persons with disabilities or the unhoused; and

WHEREAS, the City Council desires to amend Section 22-131 of Division 4 of Article IV of Chapter 22 of the West Covina Municipal Code to reflect the revised speed limits based on the results of the ETS; 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 ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The City Council makes and adopts as findings the facts and conclusions set forth in the recitals of this Ordinance.

SECTION 2. Amendment to Section 22-131 of Division 4 of Article IV of Chapter 22. Section 22-131 of Division 4 of Article IV of Chapter 22 of the West Covina Municipal Code is hereby amended to read as follows:

Sec. 22-131. Speed limits of specific streets.

(a) Based upon an engineering and traffic survey conducted in accordance with the requirements of the California Vehicle Code, the city council of the City of West Covina has determined that the speed limits set forth herein would facilitate the orderly movement of traffic and are reasonable and safe. The speed limits set forth herein shall be effective when appropriate signs giving notice thereof are erected.

(b) The city council determines and declares the following prima facie speed limits on the streets or portions thereof specified:

STREET NAME	LIMITS		DECLARED PRIMA FACIE SPEED LIMIT (MPH)
	FROM	TO	
Amar Road	Valinda Avenue	Lark Ellen Avenue	40
Amar Road	Lark Ellen Avenue	Azusa Avenue	40
Amar Road	Azusa Avenue	Temple Avenue	40
Amar Road	Temple Avenue	Shadow Oak Drive	40
Amar Road	Shadow Oak Drive	Nogales Street	40
Amar Road	Nogales Street	East City Limit	40
Aroma Drive	Azusa Avenue	Galster Way	35
Aroma Drive	Galster Way	Fairgrove Drive	35
Azusa Avenue	Badillo Street	Puente Avenue	40
Azusa Avenue	Puente Avenue	Rowland Avenue	40
Azusa Avenue	Rowland Avenue	Workman Avenue	40
Azusa Avenue	Workman Avenue	Garvey Avenue South	40

Azusa Avenue	Garvey Avenue South	Cortez Street	40
Azusa Avenue	Cortez Street	Cameron Avenue	40
Azusa Avenue	Cameron Avenue	Vine Avenue	40
Azusa Avenue	Vine Avenue	Merced Avenue	40
Azusa Avenue	Merced Avenue	Francisquito Avenue	40
Azusa Avenue	Francisquito Avenue	Fairgrove Avenue	40
Azusa Avenue	Fairgrove Avenue	Giambi Lane	40
Azusa Avenue	Giambi Lane	Amar Road	40
Azusa Avenue	Amar Road	700' N of Temple Avenue	40
Azusa Canyon Road	North City Limits	San Bernardino Road	35
Badillo Street	West City Limits	Orange Avenue	35
Badillo Street	Orange Avenue	Sunset Avenue	35
Badillo Street	Sunset Avenue	Vincent Avenue	35
Badillo Street	Vincent Avenue	East City Limits	35
Barranca Street	Workman Avenue	Garvey Avenue South	35
Barranca Street	Garvey Avenue South	Cortez Street	35
Barranca Street	Cortez Street	Cameron Avenue	35
California Avenue	Garvey Avenue South	West Covina Parkway	25
California Avenue	West Covina Parkway	Cameron Avenue	35
California Avenue	Cameron Avenue	Merced Avenue	35
California Avenue	Merced Avenue	Francisquito Avenue	35
Calvados Avenue	James Avenue	Norma Avenue	25
Cameron Avenue	Pacific Avenue	Orange Street	35
Cameron Avenue	Orange Street	Sunset Avenue	35
Cameron Avenue	Sunset Avenue	California Avenue	35
Cameron Avenue	California Avenue	Glendora Avenue	35
Cameron Avenue	Glendora Avenue	Valinda Avenue	35
Cameron Avenue	Valinda Avenue	Lark Ellen Avenue	35
Cameron Avenue	Lark Ellen Avenue	Azusa Avenue	35
Cameron Avenue	Azusa Avenue	Hollenbeck Street	35

Cameron Avenue	Hollenbeck Street	Citrus Street	35
Cameron Avenue	Citrus Street	Barranca Street	35
Cameron Avenue	Barranca Street	East City Limits	35
Cherrywood Street	120' N/O James Avenue	Garvey Avenue South	30
Citrus Street	Workman Avenue	Garvey Avenue South	35
Citrus Street	Garvey Avenue South	Cortez Street	35
Citrus Street	Cortez Street	Cameron Avenue	35
Citrus Street	Cameron Avenue	Vine Avenue	35
Citrus Street	Vine Avenue	Hillside Drive	35
Cortez Street	Azusa Avenue	Hollenbeck Street	30
Cortez Street	Hollenbeck Street	Citrus Street	30
Cortez Street	Citrus Street	Barranca Avenue	25
Cortez Street	Barranca Avenue	Grand Avenue	25
Eveningside Drive	Fairgrove Avenue	Brentwood Drive	25
Fairgrove Avenue	Lark Ellen Avenue	Kauai Street	40
Fairgrove Avenue	Kauai Street	Azusa Avenue	35
Fairway Lane	Garvey Avenue North	Grand Avenue	35
Francesca Drive	Woodgate Drive	Nogales Street	30
Francisquito Avenue	West City Limits	Willow Avenue	40
Francisquito Avenue	Willow Avenue	Orange Avenue	40
Francisquito Avenue	Orange Avenue	Sunset Avenue	40
Francisquito Avenue	Sunset Avenue	East City Limits	40
Francisquito Avenue	Glendora Avenue	Azusa Avenue	35
Galster Way	Aroma Drive	Westridge Road	30
Garvey Avenue	Garvey Avenue North	East City Limits	40
Garvey Avenue North	West City Limits	Cameron Avenue	40
Garvey Avenue North	Orange Avenue	Garvey Avenue North	40

Garvey Avenue North	Sunset Avenue	Vincent Avenue	40
Garvey Avenue North	Azusa Avenue	Hollenbeck Street	35
Garvey Avenue North	Hollenbeck Street	Citrus Street	40
Garvey Avenue North	Barranca Avenue	Fairway Lane	40
Garvey Avenue South	West City Limits	Orange Avenue	35
Garvey Avenue South	West Covina Parkway	Sunset Avenue	35
Garvey Avenue South	Sunset Avenue	California Avenue	25
Garvey Avenue South	Glendora Avenue	Lark Ellen Avenue	35
Garvey Avenue South	Lark Ellen Avenue	Cherrywood Street	35
Garvey Avenue South	Cherrywood Street	Azusa Avenue	35
Garvey Avenue South	Azusa Avenue	Hollenbeck Street	35
Garvey Avenue South	Hollenbeck Street	James Avenue	35
Garvey Avenue South	Citrus Street	Barranca Avenue	35
Garvey Avenue South	Barranca Avenue	Holt Avenue	35
Gemini Street	Kimberly Drive	Shadow Oak Drive	25
Giano Avenue	Gemini Street	Wednesday Avenue	30
Glendora Avenue	Garvey Avenue South	Lakes Drive	30
Glendora Avenue	Lakes Drive	Walnut Creek Parkway	30
Glendora Avenue	Walnut Creek Parkway	Vincent Avenue	35
Glendora Avenue	Vincent Avenue	Cameron Avenue	40
Glendora Avenue	Cameron Avenue	Vine Avenue	40
Glendora Avenue	Vine Avenue	Merced Avenue	40
Glendora Avenue	Merced Avenue	South City Limits	40
Grand Avenue	North City Limits	South City Limits	40
Hillside Drive	Westridge Road	Foothill Drive	25

Hillside Drive	Foothill Drive	Citrus Street	25
Hillside Drive	Citrus Street	Sunrise Road	25
Hillside Drive	Sunrise Road	Holiday Drive	25
Hillside Drive	Holiday Drive	Grand Avenue	25
Hollenbeck Street	North City Limits	Cortez Street	35
Hollenbeck Street	Cortez Street	Cameron Avenue	35
Hollenbeck Street	Cameron Avenue	Vine Avenue	35
Hollenbeck Street	Vine Avenue	Merced Avenue	35
Holt Avenue	Garvey Avenue South	Grand Avenue	40
Holt Avenue	Grand Avenue	East City Limits	40
La Puente Road	Nogales Street	Sentous Avenue	40
La Puente Road	Sentous Avenue	East City Limits	40
Lakes Drive (E-W)	Vincent Avenue	Lakes Drive (N-S)	25
Lakes Drive (N-S)	Lakes Drive (E-W)	Glendora Avenue	25
Lark Ellen Avenue	San Bernardino Road	Puente Avenue	40
Lark Ellen Avenue	Puente Avenue	Rowland Avenue	40
Lark Ellen Avenue	Rowland Avenue	Workman Avenue	40
Lark Ellen Avenue	Workman Avenue	Garvey Avenue South	40
Lark Ellen Avenue	Garvey Avenue South	Cameron Avenue	40
Lark Ellen Avenue	Cameron Avenue	Vine Avenue	40
Lark Ellen Avenue	Vine Avenue	South City Limits	40
Lark Ellen Avenue	Maplegrove Street	Fairgrove Avenue	40
Lark Ellen Avenue	Fairgrove Avenue	Amar Road	40
Merced Avenue	West City Limits	Orange Avenue	40
Merced Avenue	Orange Avenue	Sunset Avenue	40
Merced Avenue	Sunset Avenue	California Avenue	40
Merced Avenue	California Avenue	Glendora Avenue	40
Merced Avenue	Glendora Avenue	Walnut Avenue	40
Merced Avenue	Walnut Avenue	Valinda Avenue	40
Merced Avenue	Valinda Avenue	Lark Ellen Avenue	40
Merced Avenue	Lark Ellen Avenue	Azusa Avenue	30
Merced Avenue	Azusa Avenue	Hollenbeck Street	35
Morganfield Avenue	Hollingsworth Street	Valley Boulevard	30

Nogales Street	Amar Road	Shadow Oak Drive	40
Nogales Street	Shadow Oak Drive	La Puente Road	40
Nogales Street	La Puente Road	Valley Boulevard	40
Norma Avenue	Calvado Avenue	Citrus Street	30
Orange Avenue	San Bernardino Road	Puente Avenue	30
Orange Avenue	Puente Avenue	Garvey Avenue North	35
Orange Avenue	Northerly Cul-de-Sac	Cameron Avenue	25
Orange Avenue	Cameron Avenue	Merced Avenue	30
Orange Avenue	Merced Avenue	Francisquito Avenue	35
Orange Avenue	Francisquito Avenue	Fairgrove Avenue	35
Pacific Avenue	Ardilla Avenue	Cameron Avenue	40
Pacific Avenue	Cameron Avenue	Garvey Avenue South	35
Pass and Covina Road	Maplegrove Street	Lark Ellen Avenue	40
Plaza Drive	California Avenue	Vincent Avenue	25
Puente Avenue	West City Limits	Sunset Avenue	35
Puente Avenue	Sunset Avenue	Vincent Avenue	35
Puente Avenue	Vincent Avenue	Lark Ellen Avenue	35
Puente Avenue	Lark Ellen Avenue	Azusa Avenue	35
Puente Avenue	Azusa Avenue	East City Limits	35
Rowland Avenue	Sunset Avenue	Vincent Avenue	35
Rowland Avenue	Vincent Avenue	Lark Ellen Avenue	35
Rowland Avenue	Lark Ellen Avenue	Azusa Avenue	35
Rowland Avenue	Azusa Avenue	East City Limits	35
San Bernardino Road	West City Limits	Orange Avenue	35
Sentous Avenue	La Puente Road	Hollingworth Street	35
Sentous Avenue	Hollingworth Street	Valley Boulevard	35
Shadow Oak Drive	Amar Road	Woodgate Drive	35
Shadow Oak Drive	Woodgate Drive	Gemini Street	35
Shadow Oak Drive	Gemini Street	Nogales Street	35

Shakespeare Drive	Shadow Oak Drive	Tuesday Drive	35
Shakespeare Drive	Tuesday Drive	Nogales Street	35
Stephanie Drive	Tuesday Drive	Shadow Oak Drive	30
Sunset Avenue	North City Limits	Puente Avenue	40
Sunset Avenue	Puente Avenue	Rowland Avenue	40
Sunset Avenue	Rowland Avenue	Workman Avenue	40
Sunset Avenue	Workman Avenue	Cameron Avenue	40
Sunset Avenue	Cameron Avenue	Merced Avenue	40
Sunset Avenue	Merced Avenue	Francisquito Avenue	40
Sunset Avenue	Francisquito Avenue	South City Limits	40
Temple Avenue	Amar Road	South City Limits	35
Tuesday Drive	Stephanie Drive	Shakespeare Drive	35
Valinda Avenue	Glendora Avenue	Service Avenue	35
Valinda Avenue	Service Avenue	Cameron Avenue	40
Valinda Avenue	Cameron Avenue	Vine Avenue	40
Valinda Avenue	Vine Avenue	South City Limits	40
Valinda Avenue	Maplegrove Street	South City Limits	40
Valley Boulevard	West City Limits	East City Limits	50
Vincent Avenue	Badillo Street	Puente Avenue	35
Vincent Avenue	Puente Avenue	Rowland Avenue	35
Vincent Avenue	Rowland Avenue	Workman Avenue	35
Vincent Avenue	Workman Avenue	Interstate 10	35
Vincent Avenue	Interstate 10	Glendora Avenue	35
Vine Avenue	Glendora Avenue	Valinda Avenue	25
Vine Avenue	Valinda Avenue	Lark Ellen Avenue	25
Vine Avenue	Lark Ellen Avenue	Azusa Avenue	25
Vine Avenue	Azusa Avenue	Hollenbeck Street	25
Vine Avenue	Hollenbeck Street	Citrus Street	25
Wednesday Drive	Giano Avenue	Tuesday Drive	30
West Covina Parkway	Garvey Avenue North	Sunset Avenue	35
West Covina Parkway	Sunset Avenue	California Avenue	35

West Covina Parkway	California Avenue	Glendora Avenue	35
Woodgate Drive	Shadow Oak Drive	Amar Road	30
Workman Avenue	Sunset Avenue	Vincent Avenue	35
Workman Avenue	Vincent Avenue	Lark Ellen Avenue	35
Workman Avenue	Lark Ellen Avenue	Azusa Avenue	35
Workman Avenue	Azusa Avenue	East City Limits	35
Workman Avenue	85' E/O Calvados Avenue	Citrus Street	35
Workman Avenue	Citrus Street	East City Limits	35

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

SECTION 5. Inconsistencies. Any provision of the West Covina Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective 30 days after its adoption.

SECTION 7. Certification; Publication. The City Clerk shall certify the adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

PASSED, APPROVED AND ADOPTED this 17th day of March, 2026.

_____
Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, CMC, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2538 was introduced at a regular meeting of the City Council held on the 17th day of February, 2026, and adopted at a regular meeting of the City Council held on the 17th day of March, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Lisa Sherrick, CMC
Assistant City Clerk

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 17, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF AN AGREEMENT WITH MICHAEL BAKER INTERNATIONAL FOR LOCAL HAZARD MITIGATION PLAN PREPARATION SERVICES AND ASSOCIATED BUDGET AMENDMENT**

RECOMMENDATION:

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

1. Award the contract for Request for Proposals No. 2026-004 for Local Hazard Mitigation Plan preparation services to Michael Baker International, Inc.;
2. Authorize the Acting City Manager to execute an agreement with Michael Baker International, Inc. in an amount not to exceed $185,000, for the preparation of a Local Hazard Mitigation Plan and related services, in such final form as approved by the City Attorney;
3. Authorize the Acting City Manager to negotiate and execute any amendments; and
4. Adopt the following Resolution:

RESOLUTION NO. 2026-27 – 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 (LOCAL HAZARD MITIGATION GRANT)

BACKGROUND:

Local Hazard Mitigation planning is the process of assessing vulnerabilities, measuring risk, identifying strategies for risk reduction, and assigning responsible parties to carry out appropriate action. This initiative involves a comprehensive study of all hazards that could impact a given municipality, including natural, human-caused, and technological hazards. The planning process requires a number of stakeholders, including members of the public, coming together in a collaborative effort to attain a common objective of managing disaster-related risk.

A Local Hazard Mitigation Plan (LHMP) is the output of this planning process and serves as a local municipality's long-term roadmap for community resiliency. Local municipalities are responsible to prepare, maintain, update, and adopt an LHMP, upon review by the Governor's Office of Emergency Services (Cal OES) and approval from the Federal Emergency Management Agency (FEMA). Additionally, the Federal Disaster Mitigation Act of 2000 requires a community to have an approved LHMP in order to be eligible to apply for and receive FEMA hazard mitigation funds. Once an LHMP is adopted, FEMA requires that the LHMP be updated every five years.

The comprehensive development of the City's LHMP will not only ensure that the City is eligible to receive FEMA hazard mitigation funds, but also will guide the City towards building a safer, more sustainable community.

On July 9, 2024, the City was notified by Cal OES that FEMA had approved the City's application to the Hazard Mitigation Grant Program. In total, $209,950 was awarded. This includes a total of $200,000 for the project. This amount is comprised of $150,000 from the Hazard Mitigation Grant Program and $50,000 from Prepare CA Match Program. FEMA approved an additional $9,950 for administrative costs.

DISCUSSION:

The purpose of developing a City LHMP is to promote sound public policy designed to protect residents, critical facilities, infrastructure, private property, and the environment from various hazards. As outlined in the LHMP, this is achieved by increasing public awareness, documenting the resources for risk reduction and loss prevention, and identifying activities that will further improve the community's resiliency.

In August 2025, the City issued a Request for Proposals (RFP), shown in Attachment No. 1, to identify the most qualified firm to provide LHMP preparation services for the City. In response to the RFP, ten (10) proposals were received. Copies of the proposals are on file with the City Clerk's Office. Proposals from the top three ranked firms are attached to this report.

The proposals were evaluated and independently ranked by an RFP Evaluation Team. The team consisted of five members, including three City staff and two contracted planning consultants.

Evaluations were based upon the following criteria:
1. Completeness of Proposal (20 points);
2. Relevant Experience and Qualifications of Proposed Project Team (30 points);
3. Capacity to Perform (30 points); and
4. Proposed Cost (20 points).

The overall average scores are shown below.

Rank	Firm	Score
1	Michael Baker International	86
2	Constant Associates Inc	84
3	Integrated Solution Consulting	83
4	De Novo Planning Group	82
5	Stantec	80
6	Witt O'Brien's	79
7	MLC and Associates	78
8	Chloeta	77
9	The Maher Corporation	76
10	GS Federal LLP	73

Michael Baker International ranked highest and is therefore being recommended for the contract award. Founded in 1940, Michael Baker International is a leading provider of engineering and consulting services. Besides highlighting their broad experience, the proposal also emphasized the importance of developing the LHMP to maximize grant funding opportunities - Michael Baker International has helped secure $69 million in funding for California clients. The designated project manager for the City's LHMP has more than eleven years of experience serving the needs of cities, public agencies, and organizations throughout California. She leads teams in connecting local jurisdictions to key HMP implementation mechanisms, primarily grant funding opportunities through FEMA Hazard Mitigation Assistance (HMA)

programs. Their team of highly qualified professionals have extensive experience working with local, regional, state, federal, and international governments to prepare for, respond to, recover from, and mitigate against natural and man-made hazards.

Staff recommends that the City Council award the contract to Michael Baker International to prepare a comprehensive Local Hazard Mitigation Plan for the City of West Covina. Michael Baker International proposed a fixed fee of $150,000 to prepare the Local Hazard Mitigation Plan. In addition to the base services, Michael Baker International's proposal includes the following optional services, which total $35,000:

- $10,000 Interactive ArcGIS Story Maps,
- $10,000 Mitigation Action Database and
- $15,000 Safety Element and AB 2140 Advisory Services

To maximize the grant, staff is recommending that the City Council authorize the Acting City Manager to execute an agreement with Michael Baker International in an amount not-to-exceed $185,000, which includes the base services and the optional services. A draft agreement is included as Attachment No. 6.

The Local Hazard Mitigation Plan is expected to be completed by Spring 2027.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Kelly McDonald, Assistant to the City Manager

Fiscal Impact

FISCAL IMPACT:

FEMA has approved $159,950 and Cal OES has approved $50,000 as a match for a total grant award of $209,950. This is a reimbursable grant and the City is not required to provide its own match - therefore, there is no impact on the General Fund. The attached budget amendment appropriates the grant to Fund 139 with amounts of $200,000 for the project and $9,950 for administrative costs, as awarded by CalOES.

Attachments

Attachment No. 1 - RFP No. 2026-04 - Local Hazard Mitigation Plan

Attachment No. 2 - Proposal - Michael Baker International

Attachment No. 3 - Proposal - Constant

Attachment No. 4 - Proposal - Integrated Solutions Consulting

Attachment No. 5 - Resolution No. 2026-27

Attachment No. 6 - Draft Agreement

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
A Well-Planned Community
Maintain Good Intergovernmental Relations

LOCAL HAZARD MITIGATION PLAN PREPARATION SERVICES	Approved by: Milan Mrakich	RFP No. 2026-004
		Effective Date 8/14/2025

1. GENERAL

The City of West Covina (City) is seeking a qualified consultant for the preparation of a Local Hazard Mitigation Plan (LHMP). The City is seeking proposals from qualified consultants to manage, coordinate, prepare, and administer the development of a single jurisdiction LHMP for the City. The scope of work will include the entire LHMP process from initial planning through final approval by the Federal Emergency Management Agency (FEMA) and adoption by the City. The consultant will be responsible for performing all necessary planning, administration, professional analysis, supporting documentation, and work required for the preparation and adoption of the LHMP in full conformance with the requirements of the Disaster Mitigation Act of 2000, 44 CFR 201.6 and the most current FEMA Local Mitigation Planning guidelines.

The current West Covina LHMP was certified by FEMA in 2004 and will serve as a foundation for updating the LHMP. The consultant will be responsible for updating the LHMP to include the policies, strategies, and actions to satisfy the requirements of the Disaster Mitigation Act of 2000, requirements outlined in 44 CFR 201.6 for a single jurisdiction LHMP and the most current FEMA hazard mitigation plan guidelines.

The City has been awarded $150,000 from the Hazard Mitigation Grant Program (HMGP) funds by FEMA and approved for $50,000 in State funding under the Prepare California Match Program. The consultant will be responsible for complying with all State and Federal grant requirements and timelines. The consultant shall adhere with financial administrative requirements found in 2 CFR Part 200, Subpart D.

2. RFP SCHEDULE

- RFP release: **August 14, 2025**
- Questions due: **August 28, 2025**
  (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: **September 4, 2025**
  (Responses will be posted on City's Planet Bids portal)
- Proposals due: **September 18, 2025**
- Proposals selected for interview: **October 2, 2025 (Tentative)**
- Presentation/Interviews: **October 16, 2025 (Tentative)**

- Award of contract (tentative date): **November 18, 2025 (Tentative)**
  (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 **5:00 PM** on **September 18, 2025.** 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.

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

The term of the agreement will be for a period necessary for the successful completion of the project to be no than April 1, 2027.

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 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. Indicate the method(s) the proposer will use to control project costs and maintain timelines.

8.4 FEE SCHEDULE

The proposed fee schedule should include:

1. A not-to-exceed total fee for services.
2. The cost for each major sub-task identified in the scope of work.
3. The hourly rates for each person/position who will be involved in the work.

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	20
Relevant Experience and Qualifications of the 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.

By submittal of a proposal, the proposer acknowledges that they have not been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

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: _____

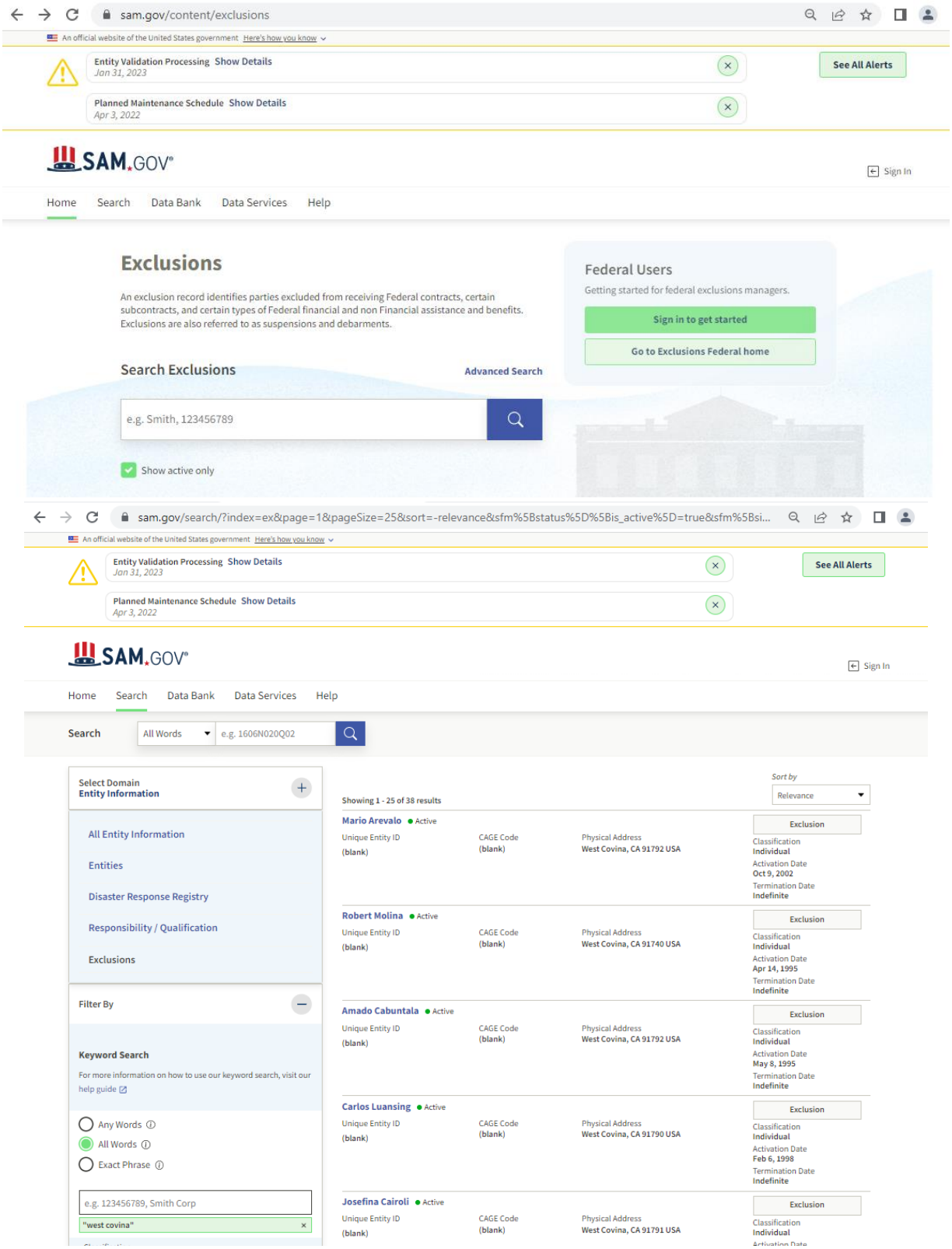
Date: _____

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

SCOPE OF SERVICES

The City of West Covina is seeking a qualified consultant to coordinate, facilitate, and develop a comprehensive Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act (DMA) of 2000, implementing regulations and guidance as they apply to local governments. The plan will be consistent with the State of California's Federal Emergency Management Agency (FEMA) approved mitigation plan. A FEMA approved plan will help identify mitigation actions that will make the City of West Covina more resilient in its response to local hazards.

The City of West Covina has allocated funds for the development of this LHMP. Preparation of the LHMP will involve an inclusive citywide planning process and will include the following participants seeking the California Office of Emergency Services (CalOES) and FEMA Region IX approval of the City of West Covina Plan:

- City of West Covina
- Local special districts (water and school districts)
- Public and private agencies
- Other stakeholders invited to participate in the plan development process as members of the planning committee

The scope of services for this project is organized into four (4) phases in accordance with the Disaster Mitigation Act planning process:

1. LHMP Planning/Development Process and Organize Resources;
2. Threat and Hazard Identification and Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment);
3. Hazard Mitigation Strategy; and
4. Hazard Plan Implementation and Maintenance Process

Phases

Phase One: LHMP Planning/Development Process and Organize Resources

1. **Hazard Mitigation Planning Committee:** As part of the LHMP planning and development process, the Consultant shall assist the City to organize a Hazard Mitigation Planning Committee (HMPC). Members of the HMPC will include representatives from each participating department and jurisdiction; staff of other local, state, and federal agencies; follow the "whole community" approach by including non-profits, religious institutions, disability access and functional needs groups, and experts; and may also include a cross-section of the community, such as residents, community leaders, and business owners. The public will also be invited to participate on the HMPC.

The HMPC will:

- Participate in the planning process, attend meetings, and provide data as requested
- Solicit input from citizens and professionals with knowledge of applicable hazards
- Provide input on how the risk differs across the planning area
- Identify new/proposed mitigation projects
- Review drafts of the plan
- Hold public meetings
- Coordinate the formal adoption of the plan by governing boards
- Manage the implementation of the proposed mitigation projects

2. **Public Meetings:** The Consultant shall facilitate a minimum of five (5) public meetings. Each meeting will focus on educating the public on the LHMP development process and identify community concerns. The Consultant shall provide content to post on the City's webpage and social media platforms. Rosters and documentation of attendance for all meeting participants will be the responsibility of the Consultant for all phases and aspects of the LHMP effort. When a final draft LHMP is developed, the public will be invited to review and provide comments to the current draft. Public comments will be incorporated as appropriate by the Consultant.

Note: *For security reasons, all critical infrastructure protection information will need to be redacted from the plan prior to dissemination or presentation to the public.*

The City of West Covina LHMP will thoroughly document the hazard mitigation planning process, including but not limited to:

- A narrative description of how the plan was prepared and the process followed
- An outline of plan development meeting dates, attendees, and agendas
- Identify agencies and organizations that participated in plan development
- Coordination with existing planning mechanisms
- Description of how the public was involved and strategy for public outreach/meetings

Phase Two: Threat and Hazard Identification Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment)

A detailed risk assessment will be developed for this comprehensive LHMP. The purpose of this section is to understand the risk and vulnerability of identified natural, technological, and human-caused hazards and to provide a basis for hazard mitigation strategy development. Details of historic incidents and quantitative data will be incorporated to the greatest extent possible. The risk assessment will include:

1. **Hazard Identification and Profiles**: The Hazard Identification and Profiles will include a description and prioritization of the hazards that have occurred within the City. The hazard categories may include:
    - Aircraft Incident
    - Civil Disturbance
    - Climate change hazards
    - Critical Infrastructure Failure
    - Cyber & Technology hazards
    - Dam Failure hazards
    - Drought hazards
    - Earthquake hazards
    - Fire hazards
    - Flood-related hazards
    - Nuclear and other Hazardous Materials
    - Public Health hazards
    - Severe weather-related hazards (extreme temperatures, drought, fog, heavy rains/thunderstorms, wind/lightning, etc.)
    - Space Weather hazards
    - Terrorism, Active Threat hazards
    - Tsunami hazards
    - Other human-caused hazards
    - Other geological and soil hazards
    - Other hazards as identified by the Hazard Mitigation Planning Committee

2. **Hazard Mapping**: Using the best available data, the risk assessment will include high resolution maps (hazard and infrastructure maps will be provided by the Consultant) that delineate areas affected by hazards and identify locations of local assets. The geographic information data will comprise a comprehensive inventory for use in developing map data layers (to the extent data is available), of the following items relative to the multiple hazard area:
    - Public buildings and facilities
    - Critical facilities and infrastructure
    - Maps that depict the location of parcels, structures, land use, and populations
    - Structures will be delineated by type of use (e.g., residential, commercial, industrial, etc.)
    - Other areas of note

3. **Vulnerability Assessment**: Based on the previous information, the Consultant will develop an overview of the City's vulnerability to specific hazards. Digital maps and GIS data (provided by the Consultant) will be developed to identify local assets that are located within known hazard areas. HAZUS*, CalOES MyHazards and similar reputable resources will be used to model losses as appropriate. This vulnerability assessment will include (as the data allows):

- Types and numbers of buildings, infrastructure, and critical facilities located within the planning area and within identified hazard areas
- An inventory of all repetitive flood loss structures, as defined by FEMA, if applicable
- Potential dollar losses from identified hazards will be estimated through a process that utilizes HAZUS-MH or GIS analysis of County assessor's data with hazard locations
- Description of land uses and development trends to advise future land use decisions.
- *HAZUS is a nationally applicable standardized methodology that contains models for estimating potential losses from earthquakes, floods, and hurricanes.

4. **Capability Assessment**: A capability assessment will be conducted that will inventory those existing plans, policies, and procedures that the City has in place to temper the effect of hazards. This will include protective measures under the National Flood Insurance Program (NFIP), building codes, zoning ordinances, completed or ongoing mitigation projects, and mitigation polices established in the general or comprehensive plans of participating jurisdictions. Technological and infrastructure vulnerabilities will also be noted in detail. Photographs of the vulnerabilities in West Covina will be incorporated as appropriate or requested.

Phase Three: Hazard Mitigation Strategy

The LHMP will include a mitigation strategy to address its exposure to identified hazards. This will require meetings of the HMPC, facilitated by the Consultant, and shall include:

1. Developing mitigation goal statements that focus on reducing the risk and vulnerability from the identified hazards.

2. Developing a comprehensive range of specific mitigation actions items being considered to reduce the effects of each hazard, based on the risk assessment. The range of potential action items will include emphasis on mitigating losses for new and existing buildings and infrastructure and for future development areas. This section will include a list of prioritized hazard mitigation action items that best meet the City's needs for hazard damage reduction. Prioritization factors will include an analysis of proposed mitigation projects focused on several key areas, including but not limited to economic (including benefits and cost), engineering, technical, legal, environmental, social, and political feasibility. Action items given the highest priority will meet most or all aspects of the feasibility analysis and will be the best fit for the City and all plan participants.

3. Based on previous tasks, a draft plan will be prepared in accordance with state and federal requirements. The Consultant will ensure that each required component for each plan participant is included in the Plan. The draft plan will be made available to the HMPC for review and comment. The Consultant will incorporate HMPC comments and prepare a public review draft to be distributed to interested parties.

Phase Four: Hazard Mitigation Plan Implementation and Maintenance Process

1. **Monitoring, Evaluating, and Updating:** This section will detail how the City of West Covina HMPC will monitor, evaluate, implement, and update the Plan. For example, maintenance will occur at an annual meeting of the HMPC where the LHMP mitigation strategy and implementation progress will be evaluated and modified as appropriate. The Plan will be revised, updated, and re-adopted every five (5) years in accordance with the requirements of the Disaster Mitigation Act of 2000.

2. **Incorporation into Existing Planning Mechanisms:** The City will implement and incorporate hazard mitigation plan goals and actions into other local planning documents, such as the local Emergency Operations Plan, community wildfire protection plans, storm water plans, etc. Incorporation of the LHMP into the the City Emergency Operations Plan (EOP) and Safety Element of the General Plan for the City will be emphasized.

3. **Implementation Schedule:** The completed LHMP will include procedures for ensuring the Plan's implementation, including an implementation schedule for each action item.

4. **Continued Public Involvement:** The City is committed to continued public involvement in the LHMP development, maintenance, and future updates. A description of public involvement activities for the Plan will be included.

5. **Final Plan:** The Consultant will collect and incorporate public comments to the public review draft, make all necessary revisions, and will prepare a Final Plan for submittal to the California Office of Emergency Services (CalOES) and FEMA Region IX for review and approval. Upon approval of the Plan by CalOES and FEMA, the Plan will be presented to the West Covina City Council for adoption by resolution. The Consultant is responsible for all plan revisions from Cal OES, FEMA, or the City until it is adopted by West Covina City Council.

Deliverables

1. Final CalOES and FEMA approved LHMP; all supporting materials in Microsoft Word docx, high-resolution PDF, TIFF, JPEG, and ArcGIS format. Materials are to be provided on six (6) USB 3.1 drives.
    a. Original, high quality, West Covina-branded PowerPoint brief of LHMP background, processes, and relevance specific to West Covina incorporating recent images, maps and historic information will be included on flash drives from Deliverable 1
    b. GIS layers and overlay files for LHMP hazards and projects in ArcGIS compatible format will be included on flash drives from

Deliverable 1.

2. Ten (10) high quality printed and bound copies of the final, complete CalOES and FEMA approved LHMP.

3. Ten (10) high quality printed and bound copies of the Mitigation Project Annex from the final, complete CalOES and FEMA approved LHMP.

4. All records related to the development of the plan, its contents, meetings held and other materials will be organized in high quality pdf format and provided to the City at the end of the process along with a hard copy of the materials, rosters and records.

Conditions

1. All drafts, to include the final CalOES and FEMA approved LHMP are the property of the City of West Covina. All supporting materials, images, maps, documentation, rosters and other records related to the creation of the West Covina LHMP and the process are the property of the City of West Covina.

2. Consultant branding on materials is not authorized or acceptable for the City of West Covina LHMP or any of its components except as allowed or directed by City Manager.

3. Final invoice will not be accepted or paid by the City of West Covina until the final LHMP has all directed corrections/edits made, is approved by CalOES, FEMA, and all conditional materials and deliverables are received by the West Covina City Manager and the LHMP is adopted by City resolution.

Specific Work Requirements

1. Scope of Work will include the following general tasks associated with the delivery of a FEMA-approved mitigation plan.
    a. Development of the Mitigation Plan, including process documentation, capability assessment, development of mitigation goals, identification and analysis of mitigation measures, writing and reviewing plan drafts
    b. Review of relevant City and County documents, plans, records, GIS data, and historic events and incorporation of same into the planning process
    c. Risk assessments, including hazard identification and profiling of natural hazards common to West Covina, assessments of vulnerabilities, and estimates of potential losses
    d. Incorporate review comments from City staff, California Office of Emergency Services (CalOES), and FEMA into the plan as necessary

to complete the plan in compliance with DMA 2000, CalOES and FEMA requirements

e. Facilitation of City-specific meetings and activities to include venue, signage and outreach
f. Planning and facilitation of City-specific public participation activities to include venue, signage and outreach
g. West Covina City Manager will be kept informed of complete schedule and project progress.

2. Consultant shall be thoroughly familiar with the:
    a. Robert T. Stafford Disaster Relief Act
    b. Emergency Assistance Act, Disaster Mitigation Act of 2000

3. Consultant is required to consult with CalOES and FEMA as the project structure is developed.

4. Consultant must have proven ability to work with CalOES and FEMA and be familiar with their processes and procedures related to the creation, review, and final approval of the LHMP.

Performance

1. Milestones
    a. No Later than (NLT) 10 months from effective date of agreement – LHMP delivered to CalOES & FEMA for review – initial
2. Corrections Received from CalOES and/or FEMA
    a. NLT 1 month from receipt – Consultant completes LHMP corrections and updates; delivers corrected/updated copy to CalOES and FEMA for review
3. Final LHMP Approved by CalOES & FEMA
    a. NLT 1 month from approval – West Covina receives from Consultant: High resolution/quality, printed and bound copies of LHMP; LHMP Projects; organized physical and hard copy of all planning materials, agendas, rosters, etc. Electronic copies on USB flash drives
4. Adoption by City Council
    a. NLT 2 months from approval – Final LHMP approved by CalOES & FEMA will be presented to the City Council for adoption.
    b. NLT 2 months from approval - West Covina receives from Consultant: Final Invoice and any remaining documentation to be reconciled.

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.

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:

(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 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.

SAMPLE

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

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

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

(d) Professional liability (errors & omissions) insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of One Million Dollars ($1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees

to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

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

(c) Primary Coverage: The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

SAMPLE

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:	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 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.

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

SAMPLE

indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

SAMPLE

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Electronic Safeguards. Consultant shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Consultant shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.14. Economic Interest Statement. Consultant hereby acknowledges that pursuant to California Government Code Section 87300 and the Conflict of Interest Code adopted by City,

Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (California Government Code Section 81000, *et seq*.) and California Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

SAMPLE

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

SAMPLE

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: _____
[Name]
[Mayor or City Manager]

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

SAMPLE

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Karen Ogawa
Risk Management

ATTACHMENT NO. 2

REQUEST FOR PROPOSAL FOR:

LOCAL HAZARD MITIGATION PLAN PREPARATION SERVICES







RFP NO. 2026-004
SEPTEMBER 18, 2025

SUBMITTED TO:
CITY OF WEST COVINA, CALIFORNIA
1444 W. Garvey Avenue S., Room 308
West Covina, CA 91790

SUBMITTED BY:
MICHAEL BAKER INTERNATIONAL, INC.
5 Hutton Centre Drive • Suite 500
Santa Ana, CA 92707

Michael Baker INTERNATIONAL 85 YEARS 1940 2025 HFF

We Make a Difference

September 18, 2025

CITY OF WEST COVINA
Jazmin Hernandez, Purchasing Manager
City of West Covina
1444 W. Garvey Avenue S., Room 308
West Covina, CA 91790

Re: Request for Proposal (RFP) for Local Hazard Mitigation Plan Preparation Services, (RFP No. 2026-004)

Dear Ms. Hernandez:

Michael Baker International, Inc. (Michael Baker) is pleased to submit our technical and cost proposal in response to your Request for Proposals. By selecting the Michael Baker team, the City of West Covina will benefit from the following advantages:

EXPERIENCED AND RELIABLE PROJECT MANAGER l Our proposed Project Manager, **Noelle Anderson**, has 11 years of hazard mitigation experienced based out of Southern California, including award-winning HMPs for Yorba Linda and San Clemente. Our existing relationships and network will ensure the West Covina LHMP Update is consistent with both peer agencies and local jurisdictions within Southern California.

FEDERAL AND STATE GRANT FUNDING EXPERTS | The most critical reason to maintain an active LHMP is to maintain eligibility for FEMA hazard mitigation grant programs. Michael Baker crafts hazard mitigation actions to maximize grant funding opportunities. Our HMPs are valuable documents that assist with future resilience-based funding and capital improvement planning. ***Nationally, Michael Baker has helped secure $1,593,916,535 in grant funding for our clients - $69 million in funding specifically for California clients.***

PROVEN & INNOVATIVE APPROACH l Michael Baker streamlines workflows, drives purposeful meetings and leads targeted outreach on behalf of our clients. Faced with ongoing hazards, San Clemente turned to Michael Baker – we delivered the HMP in five months. Cal OES and FEMA expedited plan review to under 50 days with no comments, representing a four-week schedule savings to the City.

Michael Baker is committed to providing quality services on a timely basis, and we look forward to serving the City of West Covina. This proposal shall remain valid for 120 days.

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.

Richard Beck

Richard Beck, CEP, PWS, CPESC, CERP
Office Executive | Vice President
rbeck@mbakertintl.com (949) 855-3687

Noelle Anderson

Noelle Anderson
Project Manager | Community Planning
noelle.anderson@mbakerintl.com (949) 855-3683

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SECTION 1: PROJECT SUMMARY

SECTION 1.1: UNDERSTANDING OF THE CITY

West Covina is a dynamic city in the San Gabriel Valley within Los Angeles County and faces a range of natural hazards due to geographic and climatic conditions. Among the most significant threats are earthquakes, due to the proximity to active fault zones and flooding, particularly in low-lying areas during heavy rainfall events. The City is also vulnerable to extreme heat, Santa Ana winds, and drought, which are intensifying due to climate change. These hazards pose risk to public safety, critical infrastructure and essential services, making proactive planning essential.

Developing a Local Hazard Mitigation Plan (LHMP) allows West Covina to systematically assess these risks and identify strategies to reduce impacts. The LHMP process fosters collaboration among City departments and community stakeholders, ensuring that mitigation actions are locally informed and broadly accepted. By aligning with FEMA and Cal OES guidelines, the LHMP also positions the City to access federal and state funding resources for resilience projects. Ultimately, the LHMP is a critical tool for protecting lives, preserving property, and strengthening West Covina to recover from future disasters.

SECTION 1.2: UNDERSTANDING OF THE SCOPE OF WORK

Michael Baker possesses a comprehensive understanding of the full scope of work and statutory obligations required to develop a Local Hazard Mitigation Plan (LHMP) that meets all compliance standards for the City of West Covina. Our multidisciplinary team brings deep expertise in navigating both federal and state-level guidance, including the Federal Emergency Management Agency (FEMA) and California Governor's Office of Emergency Services (Cal OES) protocols. We are particularly well-versed in the Disaster Mitigation Act of 2000 and the integration requirements outlined in Assembly Bill 2140, ensuring that the LHMP aligns with legislative mandates and funding eligibility criteria Public engagement is a cornerstone of our approach. We design inclusive outreach strategies that encourage meaningful participation from residents, stakeholders, and community organizations throughout the planning lifecycle.



Drawing from our extensive experience working with jurisdictions across Southern California, we tailor each LHMP to reflect the unique hazard profile, community values, and regulatory expectations of the locality. This localized approach ensures that the final plan is not only technically sound and compliant but also actionable, community-driven, and resilient in the face of future risks.



ABOUT MICHAEL BAKER INTERNATIONAL



Michael Baker International, Inc. (Michael Baker) a leading provider of engineering and consulting services, including planning, design, architectural, environmental, construction and program management, has been solving some of the world's most complex infrastructure challenges for more than 85 years with a legacy of expertise, experience, innovation and integrity. Based in Pittsburgh and with more than 90 offices nationwide, we partner with clients on everything from roads, bridges, tunnels, mass transit, and airports, to water treatment plants, arctic oil pipelines, environmental restoration and specialized overseas construction. We are as trusted advisers to the communities we serve, making them safer, more accessible, more sustainable and more prosperous.

In addition to planning, Michael Baker provides end-to-end support throughout the entire project lifecycle—including design, construction management, and asset management—across all infrastructure sectors. Michael Baker also provide end-to-end disaster management services, empowering communities through effective planning, community engagement and innovative solutions. Through our dedicated GovTech vertical, we also support state and federal clients with advanced technologies that drive smarter, faster, and more accessible public services. This vertical encompasses a wide array of mission-critical technology solutions, including:



Public Safety Solutions

- Next-Generation 9-1-1 Software/Services
- Geospatial and Data Management Solutions
- Indoor Mapping, Digital Twin and School Safety Solutions

Digital Government Solutions

- AI-Enabled Software and Enterprise Systems
- Permitting & Licensing and Portal Solutions
- Grant Management Software/Services
- Software/Digital Factory

SECTION 2: METHODOLOGY

SECTION 2.1: SCOPE OF WORK

PHASE ONE: LHMP PLANNING/DEVELOPMENT PROCESS AND ORGANIZE RESOURCES

Task 1.1 In-Person Kick Off Meeting

The Michael Baker team will conduct an in-person kickoff meeting with the Project Management Team to review the scope of work, project schedule, communications protocol and deliverables, discuss staff expectations, and have an initial discussion of data needs and the community outreach approach. Michael Baker will lead and facilitate this meeting, including the preparation of all meeting documentation such as meeting agendas, topics of discussion, attendance sheets, and meeting minutes. Within ten (10) days of the kick-off meeting, Michael Baker will provide detailed meeting minutes, action items, and finalized schedule to attendees for review and concurrence.

As part of the kickoff meeting, the Michael Baker team will assist the Project Management Team with the identification and organization of background resource documents. Applicable resource documents to be identified may include the City's previous LHMP, existing General Plan/Safety Element and Emergency Operations Plan, climate action plans, floodplain management plans, and any other hazard-related assessments. The Michael Baker team will conduct a comprehensive review of all existing planning documents provided by the City.

Deliverables:

- Facilitation with two (2) Michael Baker team members during one (1) in-person kick-off meeting.
- Meeting administration materials, including agenda, sign-in sheet, minutes and meeting summary (PDF).
- Meeting presentation (Microsoft PowerPoint).

Task 1.2 Organize Hazard Mitigation Planning Committee

Michael Baker will work with the Project Management Team to organize the Hazard Mitigation Planning Committee (HMPC). The HMPC will serve as key stakeholders for the entirety of the LHMP development process and be responsible for providing information and feedback that ultimately informs plan findings and actions. Organizing the HMPC will be informed by the FEMA Local Mitigation Planning Policy Guide (effective April 11, 2025) and the Local Mitigation Planning Handbook (dated June 2025). The HMPC is anticipated to include the following representatives, outlined on the following page

Michael Baker will perform desktop research to identify additional organizations that meet one or more of the above-mentioned categories, for inclusion in the HMPC. Michael Baker will work with City staff to determine the correct points of contact for each organization. The HMPC member list will be documented in an editable Excel file provided to the Project Management Team.

Table 1: Hazard Mitigation Planning Committee Suggested Organization

Required Stakeholder Engagement (Requirement 44 CFR § 201.6(b)(2))	Suggested HMPC Organization for West Covina
Local and Regional Agencies Involved in Hazard Mitigation Activities	• City of West Covina – Police, Fire, Public Works, Community Development • Los Angeles County – Emergency Management
Agencies that have the Authority to Regulate Development	• City of West Covina – Public Works and Community Development
Neighboring Communities	• City of Baldwin Park • City of Covina • City of Industry • City of Irwindale • City of La Puente • City of Ramona • Los Angeles County (Community of Valinda)
Representatives of Businesses, Academia, or Other Private Organizations	• Utilities, such as Valley County Water District, Walnut Valley Water District, SoCalGas, Southern California Edison • West Covina Unified School District • West Covina Chamber • Major Employers such as Target, Porto's Bakery and Walmart
Representatives of Nonprofit Organizations, Healthcare or Social Service Agencies	• American Red Cross • Citrus Valley Medical Center • Merakey

Deliverables:

- Draft and Final HMPC Invitation List (Microsoft Excel, PDF)

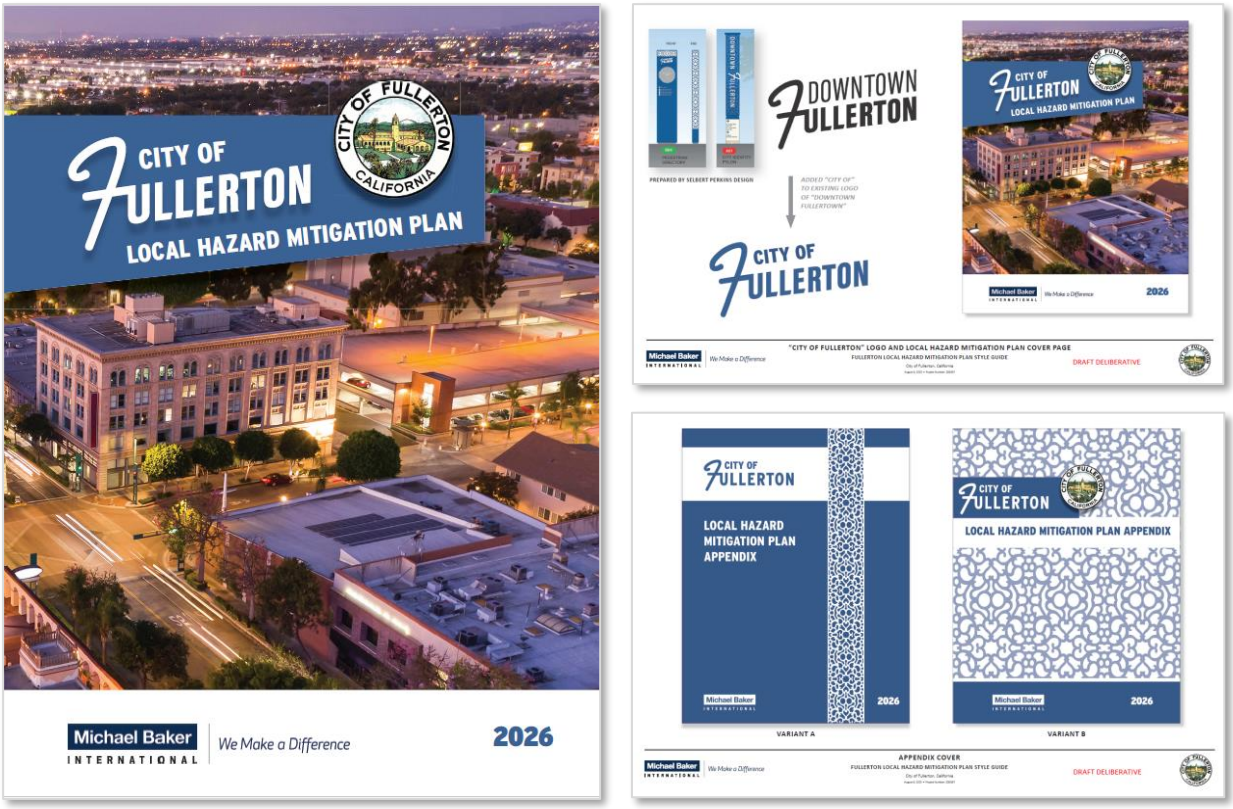
Task 1.3 Public Meetings and Digital Outreach

Michael Baker proposes the following combination of public workshops and pop-up outreach booths to fulfill scope requirements for a total of five (5) public meetings on the LHMP. In addition to in-person engagement opportunities, Michael Baker also proposes digital engagement through social media and survey to receive input from the City. Lastly, Michael Baker acknowledges the City's desire to keep critical infrastructure information confidential. Therefore, our approach also includes two additional internal coordination meetings to discuss confidential components of the LHMP.

LHMP Visual Branding and Style Guide

Michael Baker will work with the Project Management team to develop visual branding and a project style guide for LHMP deliverables. Using existing West Covina branding or style guidelines, our team will build a cohesive visual strategy that enhances public recognition, builds trust, and encourages engagement throughout the planning process. Components of the style guide will specifically address a color palette, typography system/font hierarchy, City seal and logo usage, thematic motifs and standards for document production across deliverables produced in Microsoft Word/PowerPoint, ArcGIS Pro and Adobe Creative Suite. Michael Baker will prepare a draft LHMP Visual Branding and Style guide and assumes one round of review and comment. After which, branding will be consistently applied to all internal and external-facing deliverables.

The Michael Baker International team prepares visual branding and style guides that honor each community's unique history, while establishing a cohesive aesthetic across all hazard mitigation deliverables.



Three (3) In-Person Public Workshops

Michael Baker proposes the following in-person workshops to engage both the HMPC and members of the public throughout the hazard mitigation planning process. Outlined below includes a summary of the meeting purpose, type, and anticipated attendees.

Table 2: Suggested Public Workshop Approach

Meeting Number	Meeting Purpose	Meeting Format
LHMP Workshop #1	Introduction to the hazard mitigation planning process and gather hazard data.	In-Person. Two (2) hours Two (2) MBI facilitators
LHMP Workshop #2	Present preliminary vulnerability assessment findings and initial mitigation recommendations.	In-Person, Two (2) hours Two (2) MBI facilitators
LHMP Workshop #3	Present the draft LHMP, discuss mitigation action prioritization and preferred implementation,	In-Person, Two (2) hours Two (2) MBI facilitators

Michael Baker will work with the Project Management Team to coordinate timing and scheduling for each meeting. Our scope assumes the City will be responsible for securing in-person meeting locations and assisting with schedule coordination to ensure optimal participation and attendance. Michael Baker will work with the Project Management Team to distribute invitations to the HMPC. Meeting times may alternate between different types or locations within the City to encourage wide participation from members of the public.

Michael Baker will coordinate, facilitate, and conduct all outreach meetings above. Michael Baker will provide meeting agendas, meeting minutes, and any required documentation including pictures or action items. Individual meeting content will be tailored to the audience in attendance based on each event purpose, which will include the use of Microsoft PowerPoints, boards, handouts, live polling through Mentimeter and other interactive activities. Outreach content will primarily be produced and presented in English; Spanish translation for boards, handouts and activities is included to maximize participation. Facilitation will also primarily occur in English, with facilitators fluent in conversational Spanish in support. Meeting materials to be distributed during meetings will be provided to the Project Management Team for review, with one round of revisions.

Two (2) In-Person Outreach Pop-Up Booths

In addition to the Public Workshop series proposed above, Michael Baker will host two in-person pop-up booths at existing community events to engage members of the public on the LHMP. Our pop-up booths are short-term, interactive stations that bring the opportunity to provide LHMP input directly to the community, to supplement feedback received during the workshop series. Pop-up booths are especially effective in reaching underserved or lower-participation populations who may not participate in traditional forums.

Michael Baker will work with the Project Management Team to identify the appropriate method, location and timetable to maximize input from members of the public. Our team has successfully facilitated pop-up booths at farmer's markets, free concerts or movies in the park, holiday events or other preparedness and safety focused events such as National Night Out.

A minimum of two Michael Baker staff members will facilitate outreach at the pop-up booth for a maximum of 6 hours each. Content developed for the pop-up booths will be complimentary to those developed for the public workshops, and include interactive boards, surveys, dot exercises and visual displays to educate and gather feedback. Engagement is tailored to all ages and abilities, including child-friendly activities. Board content will be translated into Spanish to further maximize engagement. Michael Baker will also provide refreshments to encourage participation.

Two (2) In-Person Meetings to Discuss Confidential Critical Infrastructure Information

Michael Baker acknowledges the City's security needs to keep critical infrastructure protection information confidential and redacted from public dissemination. As the LHMP update process includes coordination and collaboration on confidential information, our team proposes two in-person meetings to discuss critical infrastructure and relevant mitigation actions in a private forum. Michael Baker assumes attendees for both meetings to primarily include City staff, but may include external entities with confidential critical infrastructure needs such as local water utilities, Southern California Edison, or SoCalGas.

Michael Baker will coordinate, facilitate, and conduct all outreach meetings above; two facilitators from Michael Baker are assumed. Michael Baker will provide meeting agendas, meeting minutes, and any required documentation including pictures or action items. Individual meeting content will be tailored to the audience in attendance based on each event purpose, which will include the use of Microsoft PowerPoints, boards, handouts, live polling through Mentimeter and other interactive activities. Meeting materials to be distributed during meetings will be provided to the Project Management Team for review, with one round of revisions.

Skilled Michael Baker facilitators host outreach through pop-up booths at existing City events, using a "come to them" approach that meets residents where they already gather.









Community Survey

The Michael Baker team will develop an online survey, compile survey results, and provide a detailed summary of input received. The survey will be provided through SurveyMonkey®. The survey will include multiple-choice questions, ranking and rating scales, and open-ended questions, all specifically designed to inform the LHMP planning process. A draft community survey will be provided to the City Project Management team for one round of review and comment, prior to finalizing the survey link for distribution to the public. Michael Baker will coordinate with the City to make the survey link available on the City's website. The City will be responsible for distributing and promoting the survey through the E-newsletter, email list servs, and/or social media.

Web Content and Graphics

The Michael Baker team will work with City staff to develop web content and social media graphics for use on the City's webpage specifically dedicated to the LHMP. The website content will provide information about the LHMP, including the planning process, community outreach dates, and draft plan documents when available. Michael Baker will provide the draft webpage context text in Microsoft Word; one round of review and comment is assumed. After webpage content is finalized, the Michael Baker team will coordinate with the City's webmaster to publish this content.

Additionally, the Michael Baker team will develop three social media graphics, using standard ratios for Instagram, Facebook, and X posts. One social media graphic will notice availability of the community outreach survey, the second social media graphic will promote the community outreach meeting schedule and third social media graphic will notice availability of the draft LHMP for public review. The Michael Baker team will provide each graphic to City staff for one round of review and comment. City staff will be responsible for disseminating the graphics on the City's social media channels.

Deliverables

- *Visual Branding and Style Guide*
  - Draft and Final Visual Branding and Style Guide (PDF)
- *Three (3) Public Workshops*
  - Meeting facilitation with two (2) Michael Baker team members during three (3) in-person workshops, assumed two (2) hours each.
  - Meeting presentation and live polling (Microsoft PowerPoint, Mentimeter).
  - Printed meeting facilitation materials including handouts, boards and visuals, in English and Spanish (PDF).
  - Printed meeting administration materials, including agenda, sign-in sheet, and meeting minutes (PDF).
- *Two (2) Pop-Up Booths*
  - Meeting facilitation with two (2) Michael Baker team members during two (2) in-person pop-up booths assumed maximum of six (6) hours each.
  - Printed meeting facilitation materials including handouts, boards and visuals, in English and Spanish (PDF).
- *Two (2) Meetings to Discuss Confidential Critical Infrastructure Information*
  - Meeting facilitation with two (2) Michael Baker team members during two (2) meetings, assumed two (2) hours each.
  - Meeting presentation and live polling (Microsoft PowerPoint, Mentimeter).
  - Printed meeting facilitation materials included handouts, boards and visuals in English (PDF).
  - Printed meeting administration materials, including agenda, sign-in sheet, and meeting minutes (PDF).
- *Community Survey*
  - Draft Community Survey in English and Spanish (Microsoft Word)
  - Community Survey Link (Survey Monkey, electronic)

- Community Survey Summary (Word Document, PDF)

- *Web Content and Graphics in English and Spanish*
  - One (1) social media graphic noticing availability of Community Survey (JPEG, sized for Facebook, Instagram and X)
  - One (1) social media graphic noticing public outreach meeting schedule (JPEG, sized for Facebook, Instagram and X)
  - One (1) social media graphic noticing availability of Public Review Draft LHMP (JPEG, sized for Facebook, Instagram and X)
  - Website Content Text (Microsoft Word)

Task 1.4 Outreach Process Documentation

Michael Baker will thoroughly document the hazard mitigation planning process for inclusion in the LHMP, including:

- A narrative description of how the plan was prepared and the process followed.
- An outline of plan development meeting dates, attendees, and agendas.
- Identify agencies and organizations that participated in plan development.
- Coordination with existing planning mechanisms.
- Description of how the public was involved and strategy for public outreach/meetings.

Meeting agendas, summaries, handouts, and other outreach materials will be aggregated and incorporated into the LHMP Appendix for documentation purposes.

Deliverables

- Draft and Final Outreach Process Documentation and Summary (Microsoft Word, PDF)

PHASE TWO: THREAT AND HAZARD IDENTIFICATION RISK ASSESSMENT

Task 2.1 Hazard Identification and Profiles

Michael Baker will prepare detailed hazard profiles, including a description and prioritization of hazards that could potentially affect the City. Included below is our proposed organizational structure, based on natural hazards included within the California State Hazard Mitigation Plan and evaluated for relevance to West Covina:

Natural Hazards

- Dam Failure hazards
- Drought hazards
- Earthquake, geologic, and soil hazards
- Fire hazards, including wildfire and urban fire
- Flood-related hazards
- Severe weather-related hazards (extreme temperatures, fog, heavy rains/thunderstorms, Santa Ana Winds/windstorm)

Human Caused Hazards

- Aircraft Incident
- Civil Disturbance
- Cyber & Technology hazards
- Nuclear and other Hazardous Materials Release/Spill
- Public Health hazards
- Terrorism, Active Threat hazards

Each profile will include a definition of the hazard, location and extent, past occurrences, and probability of future occurrences. Included in each hazard profile will discuss the intersection of climate change with the profiled hazard, along with potential causes and extent of critical infrastructure failure. Incorporating these components on a hazard-by-hazard basis streamlines plan content and allows for all potential impacts and vulnerabilities to be evaluated concurrently. A maximum of fourteen (14) draft hazard profiles will be provided to the City Project Management team for one round of review and comment.

Deliverables

- Fourteen (14) Draft and Final Hazard Profiles (Microsoft Word, PDF)

Task 2.2 Hazard and Critical Infrastructure Mapping

Michael Baker will work with the City Project Management team to develop a list of critical infrastructure located within the planning area. For the purposes of the LHMP, critical infrastructure will focus on community lifelines, such as essential public buildings and facilities that support the basic livelihood of citizens and businesses. This scope assumes the City will provide location data for critical infrastructure suitable for mapping in ArcGIS Pro, such as Shapefiles, KML/KMZ, or other addressing/APN details. Michael Baker will work with the Project Management team to identify sensitive information that should be redacted from publicly available documents. Michael Baker will also aggregate the best available parcel data to identify the land uses, structures, and populations distributed within the planning area. Where feasible, structures will be delineated by construction type and use to ultimately inform the vulnerability assessment below.

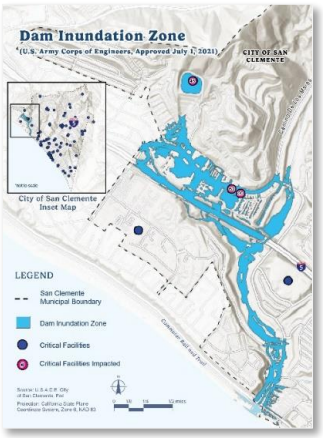
Michael Baker will work with the Project Management team to develop hazard mapping in support of the hazard profiles (for those hazards that can be mapped, such as fire, flood or dam failure). Using publicly accessible information from the California State Hazard Mitigation Plan and other state and federal resources, Michael Baker will develop mapping products to illustrate the location, extent, severity and other information for potential hazards. The preparation of hazard and critical infrastructure mapping will be concurrent with the development of hazard profiles from the previous task. The draft critical facilities and hazard maps will be provided to the City Project Management team for one round of review and comment.

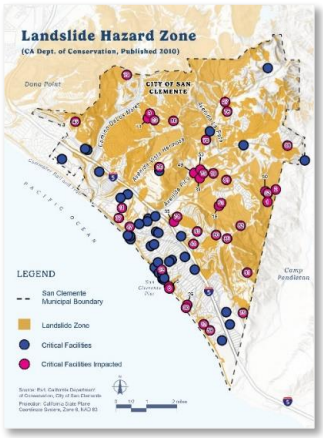
Deliverables

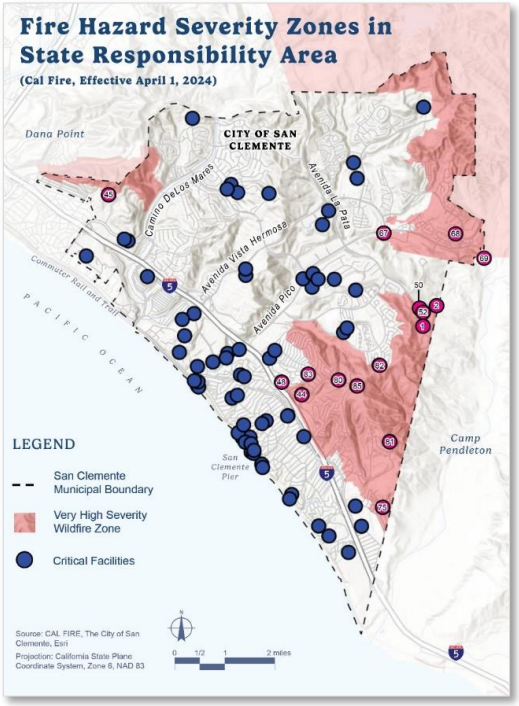
- Draft and Final Critical Facilities List (Microsoft Excel, PDF)
- Draft and Final Critical Facilities Map (PDF and JPEG produced in ArcGIS Pro and Adobe Creative Suite products)
- Draft and Final Illustrative Hazard Maps (PDF and JPEG, produced in ArcGIS Pro and Adobe Creative Suite products) for a maximum of twelve (12) maps

"MICHAEL BAKER'S MAPPING PRODUCTS PROVIDE A CLEAR VISUAL UNDERSTANDING OF WHICH STRUCTURES & CRITICAL FACILITIES DIRECTLY INTERSECT WITH HAZARD AREAS."

Miranda Steffler, Cal OES

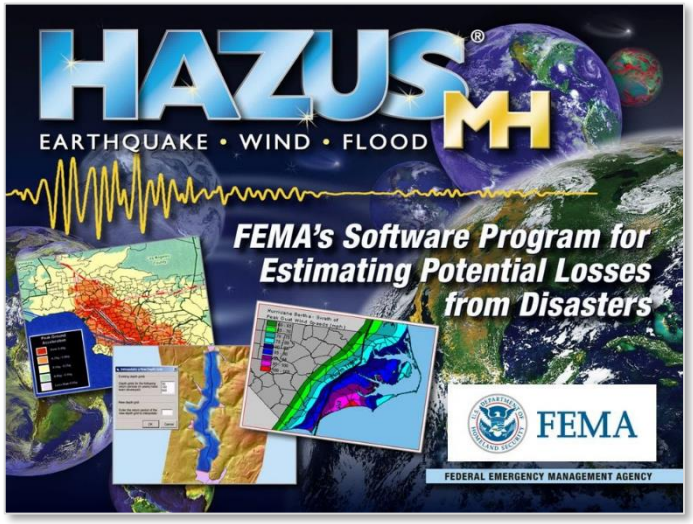






Task 2.3 Vulnerability Assessment

Based on the initial findings from the previous tasks, Michael Baker will develop an overview of the City's vulnerability to specific hazards. Publicly available hazard maps will be overlaid with the City's critical infrastructure and parcel data to identify infrastructure, land uses, and populations within known hazard zones. The vulnerability assessment will include the following, based on data availability:



Michael Baker is an expert in FEMA risk assessment software and preparing HAZUS loss estimates .

- Types or numbers of buildings, infrastructure, and critical facilities within identified hazard areas.
- An inventory of all repetitive flood loss structures as defined by FEMA (if applicable).
- Potential dollar losses from identified hazards will be estimated through a process that utilizes HAZUS-MH or GIS analysis of Assessor's data with hazard locations.
- A narrative description of land uses and development trends to advise future mitigation actions.
- A narrative description of impacts to vulnerable populations, with focus on populations with access and functional needs.

In addition, Michael Baker will prepare two HAZUS models for earthquake and flood hazards using FEMA standardized methodology. This scope includes Level 2 analysis (pending availability of relevant data) for both flood and earthquake scenarios. For the flood scenario, Michael Baker will rely on publicly accessible flood

depth data and integrate relevant critical infrastructure data for loss estimation. For the earthquake scenario, Michael Baker will work with the City Project Management team to select pre-loaded epicenter scenarios based on regional seismic risk and vulnerability. GIS-based outputs will identify vulnerable assets and quantify potential damage to buildings, infrastructure and essential services. It is noted that HAZUS models also include options for hurricane and tsunami modeling; these tools are excluded from this scope as the planning area is not vulnerable to hurricane or tsunami.

The results of the vulnerability assessment and HAZUS findings will be presented in matrix format, to allow for comparison on a hazard-by-hazard basis. Findings will be presented to the City Project Management team for one round of review and comment prior to distribution to the HMPC.

Deliverables

- HAZUS Level 2 scenarios, one (1) flood and one (1) earthquake (PDF, produced in HAZUS and ArcGIS Pro)
- Draft and Final Vulnerability Assessment Matrix, documenting vulnerable critical infrastructure, development and populations within mapped hazard zones (Microsoft Excel, Microsoft Word and PDF)

Task 2.4 Capability Assessment

Michael Baker will work with the HMPC to develop a comprehensive capability assessment, including all policies, plans, programs and procedures that support hazard mitigation activities. This content provides an understanding of the capabilities and tools currently available to the City, as well as local, state and federal entities that contribute to hazards reduction. Capabilities will be presented in the LHMP within a matrix (Microsoft Word and PDF) and will inform mitigation actions where the capabilities can be enhanced or expanded.

Deliverables

- Draft and Final Capabilities Assessment (Microsoft Word, PDF)

PHASE THREE: HAZARD MITIGATION STRATEGY

Task 3.1 Develop Mitigation Goals

Michael Baker will work with the HMPC to develop a vision and goals for the LHMP, using the California State Hazard Mitigation Plan and examples from neighboring jurisdictions as relevant examples. The purpose of this task is to document desired long-term outcomes for hazard mitigation within the planning area. Draft goals will be presented to the Project Management Team and HMPC for review and approval, then finalized and incorporated into the LHMP.

Deliverables

- Draft and Final Mitigation Goals (Microsoft Word, PDF)

Task 3.2 Develop Comprehensive Range of Mitigation Actions

Michael Baker will work with the City Project Management Team, HMPC and members of the public to develop a comprehensive range of mitigation actions to reduce vulnerability to each profiled hazard. Based on FEMA guidance, mitigation actions will include the following categories:

- Local Plans and Regulations (such as building codes, zoning ordinances)
- Structure and Infrastructure Projects (such as seismic retrofits, utility undergrounding)
- Natural Systems Protection and Nature-Based Solutions (such as watershed restoration or fuel modification)
- Education and Awareness Programs (such as school-based hazard education or other outreach campaigns)

Focus and emphasis will include mitigating losses for new and existing buildings and infrastructure, as well as future development areas. Additionally, Michael Baker will work with the HMPC to prioritize mitigation action items that best meet the City's need for hazard reduction. Hazard prioritization will use FEMA STAPLE/E criteria, including:

- Social acceptance of the mitigation action
- Technical feasibility of the mitigation action
- Administrative staffing, funding, and maintenance required for the mitigation action
- Political acceptability of the mitigation action
- Legal authority to implement the mitigation action or other legal concerns
- Economic benefit of the mitigation action (including cost effectiveness)
- Environmental impact of the mitigation action (encouraging natural and climate-resilient approaches)

Mitigation actions will ultimately be prioritized in matrix format, and will clearly identify action in the following categories:

- Hazard(s) Addressed: Which hazards are being addressed by this action.
- Responsible Department(s): The agency/department which will be responsible for the action identified.
- Potential Funding Source: Sources of future funding, including grants, that can be used to implement the action.
- Priority: General priority of the action (high, medium, low), based on team input.
- Relative Cost: The relative cost to implement the action, based on cost categories determined by the Project Management Team.
- Timeline: Relative time required to complete this action.

A mitigation action matrix will be provided to the Project Management Team and HMPC for one round of review and comment.

Deliverables:

- Draft and Final Mitigation Action Matrix (Microsoft Word, Excel and PDF)



Task 3.3 Prepare Draft Local Hazard Mitigation Plan

Administrative Draft Local Hazard Mitigation Plan

Upon completion of proceeding task, Michael Baker will compile content and findings into an electronic Administrative Draft Local Hazard Mitigation Plan. The LHMP will clearly respond to federal guidance for hazard mitigation planning, including the FEMA Local Mitigation Planning Policy Guide (effective April 11, 2025) and the Local Mitigation Planning Handbook (dated June 2025). The City Project Management team will be responsible for providing electronic comments on the Administrative Draft Local Hazard Mitigation Plan in one consolidated set. Michael Baker can facilitate document sharing via Microsoft Teams or SharePoint for ease of comment collection and version control. Michael Baker assumes one round of review and comment. Then, Michael Baker will incorporate comments and feedback into the Administrative Draft Local Hazard Mitigation Plan as feasible and appropriate within the context of the federal guidance.

HMPC Draft Local Hazard Mitigation Plan

Michael Baker will prepare an electronic HMPC Draft Local Hazard Mitigation Plan for one round of review and comment from HMPC members. The City Project Management Team will be responsible for collecting electronic comments on the HMPC Draft Local Hazard Mitigation Plan in one consolidated set. Michael Baker can facilitate document sharing via Microsoft Teams or SharePoint for ease of comment collection and version control. Michael Baker assumes one round of review and comment. Then, Michael Baker will incorporate comments and feedback into the HMPC Draft Local Hazard Mitigation Plan as feasible and appropriate within the context of the federal guidance.

Public Review Draft Local Hazard Mitigation Plan

Michael Baker will prepare an electronic Public Review Draft Local Hazard Mitigation Plan for one round of review and comment from members of the public. The City Project Management Team will be responsible for noticing availability of the review and comment period, as well as collecting electronic comments on the Public Review Draft Local Hazard Mitigation Plan in one consolidated set. Michael Baker assumes one round of review and comment. Then, Michael Baker will incorporate comments and feedback on the Public Review Draft Local Hazard Mitigation Plan as feasible and appropriate within the context of the federal guidance.

Deliverables

- Administrative Draft Local Hazard Mitigation Plan (Microsoft Word, PDF)
- HMPC Draft Local Hazard Mitigation Plan (Microsoft Word, PDF)
- Public Review Draft Local Hazard Mitigation Plan (Microsoft Word, PDF)

PHASE FOUR: HAZARD MITIGATION PLAN IMPLEMENTATION AND MAINTENANCE PROCESS

Task 4.1 Monitoring, Evaluating, and Updating

Michael Baker will detail how the City intends to monitor, evaluate, implement and update the LHMP within the plan itself. Included components will be outlined in an annual HMPC meeting to discuss mitigation strategy progress and key updates, along with plans to review and update the LHMP one every five years. One round of review and comment on findings is included as part of **Task 3.3**, above.

Deliverable

- Draft and Final Monitoring, Evaluating and Updating content, included as part of **Task 3.3** (Microsoft Word, PDF)

Task 4.2 Incorporation into Existing Planning Mechanisms

Michael Baker will detail how the City will implement and incorporate hazard mitigation plan goals and actions into other planning documents. Integration priority shall be given to integration within the City's Emergency Operations Plan and Safety Element. One round of review and comment on findings is included as part of **Task 3.3**, above.

Deliverable

- Draft and Final Incorporation into Existing Planning Mechanisms content, included as part of **Task 3.3** (Microsoft Word, PDF)

Task 4.3 Implementation Schedule

Michael Baker will detail the LHMP implementation schedule, including procedures for ensuring appropriate implementation. One round of review and comment on findings is included as part of **Task 3.3**, above.

Deliverable

- Draft and Final Implementation Schedule, included as part of **Task 3.3** (Microsoft Word, PDF)

Task 4.4 Continued Public Involvement

Michael Baker will detail continued public engagement and outreach on LHMP content, findings and progress. The LHMP will include a description of future public involvement activities. One round of review and comment on findings is included as part of **Task 3.3**, above.

Deliverable

- Draft and Final Public Involvement Content, included as part of **Task 3.3** (Microsoft Word, PDF)

Task 4.5 Final Plan Approvals and Adoption

LHMP Submittal to Cal OES and FEMA

Michael Baker will incorporate comments as feasible and appropriate within the context of federal guidance to prepare the LHMP for electronic submittal to both Cal OES and FEMA for review and approval. Michael Baker will include the Plan Review Tool (PRT) with submittal, including a crosswalk of where LHMP content clearly responds to federal requirements. Michael Baker will coordinate comments or questions (if any) between Cal OES and FEMA on the LHMP submittal, until Approvable Pending Adoption (APA) status is achieved.

City Council Adoption

After FEMA issues the Approvable Pending Adoption status for the LHMP, Michael Baker will assist City staff in presenting the LHMP to City Council for approval by resolution. Two Michael Baker team members will attend the City Council hearing to provide a presentation about the LHMP, including the planning process, community outreach, and relevant findings. Michael Baker team members will be available to answer technical questions regarding the LHMP. After adoption by resolution, Michael Baker will submit the final LHMP and resolution to FEMA to process final administrative approvals.

Deliverables

- Cal OES and FEMA Local Hazard Mitigation Plan and Plan Review Tool through electronic submittal (Microsoft Word, PDF)
- One (1) informational LHMP Presentation for City Council Hearing (Microsoft PowerPoint)
- Attendance of two (2) Michael Baker team members at one (1) City Council Hearing
- Final Local Hazard Mitigation Plan submittal to FEMA with adoption resolution attached (PDF)

PHASE FIVE: PROJECT MANAGEMENT AND PROJECT CLOSE OUT

Task 5.1 Biweekly Virtual Coordination Meetings

Michael Baker team will facilitate virtual biweekly (every other week) project coordination meetings through Microsoft Teams or similar platform, with the objective of ongoing communication with the City Project Management Team throughout the LHMP update process. Michael Baker will be responsible for meeting agendas, minutes and action items during coordination meetings. This scope assumes twenty (20) virtual meetings for approximately 30 minutes in length over a ten-month plan production period.

Deliverables:

- Twenty (20) virtual project coordination meetings through Microsoft Teams or similar
- Meeting agendas, minutes and action items (Microsoft Word)

Task 5.2 Project Closeout, Printed Deliverables and File Transfer

At project closeout, Michael Baker will coordinate requested deliverable prints and project file transfer as outlined below.

Materials to be provided on six (6) USB 3.1 drives:

- LHMP PowerPoint with West Covina branding, including detail on the LHMP development process, analysis and findings.
- LHMP Appendix files.
- GIS layers and data in ArcGIS Pro compatible format.
- All records related to LHMP development, including meetings and deliverables.

Materials to be printed in color, double sided and bound:

- Ten (10) copies of the final approved LHMP and mitigation actions.
- One (1) copy of the LHMP Appendix.

OPTIONAL TASKS FOR CONSIDERATION

Michale Baker offers the following three optional tasks for consideration below. Supplemental services listed as optional are not required to prepare an approved LHMP, but offer additional value within the total allocated grant funding awarded to West Covina. The Michael Baker team welcomes further discussion regarding scope and schedule on the following optional tasks:

Optional Task #1: Interactive ArcGIS StoryMaps

Michael Baker can develop interactive story maps using ArcGIS Pro to visually communicate hazard exposure and risk across the City of West Covina. These maps can integrate spatial data with narrative elements to highlight vulnerable areas, past disaster impacts, and mitigation strategies, making the LHMP more accessible and engaging for residents. By leveraging these tools, the team can enhance public outreach efforts, foster community understanding, and encourage meaningful participation in the hazard mitigation planning process.

Optional Task #2: Mitigation Action Database

Michael Baker can design detailed mitigation action worksheets within a relational database to support long-term plan maintenance and streamline updates. These worksheets can incorporate prioritization metrics, such as cost-benefit analysis, implementation feasibility, and hazard impact, to rank actions and guide decision-making. By structuring the data to align with FEMA and Cal OES grant requirements, the team can simplify future funding applications and ensure consistent tracking of mitigation progress.

Optional Task #3: Safety Element and AB 2140 Compliance Advisory Services

Michael Baker can provide expert advisory services to support consistency edits within the City of West Covina's Safety Element, ensuring alignment with the Local Hazard Mitigation Plan and other relevant planning documents. Our team will review and refine language to meet statutory requirements, including integration with AB 2140 provisions that enable the Safety Element to function as the City's hazard mitigation plan for post-disaster funding eligibility. Through targeted recommendations and collaborative coordination with City staff, we will help ensure the Safety Element reflects current best practices in resilience planning and regulatory compliance.

SECTION 2.2: SCHEDULE

Michael Baker has reviewed and agrees upon the tentative schedule as presented within the RFP. Our team has carefully crafted the work program to deliver an LHMP submittal to Cal OES/FEMA by no later than September 2026. Based on current review times for LHMPs with similar scopes, our team expects approximately six months for plan approval by Cal OES, APA designation by FEMA, and adoption by City council. **Michael Baker has a 40-year relationship with FEMA and offers the quickest, most streamlined hazard mitigation plan approvals with Cal OES compared to other contractors.** This schedule anticipates final plan approval before September 2026 and Michael Baker will prepare a detailed schedule at project kickoff.



"The Michael Baker team demonstrated excellent project management. They maintained a clear schedule, provided timely updates, and effectively facilitated stakeholder engagement – no easy feat given the range of local, state, and federal partners involved."

Brian Gray, Police Sergeant
Emergency Services Coordinator- City of Seal Beach

Table 3: Proposed Schedule for West Covina Local Hazard Mitigation Plan

PROJECT TASKS	SCHEDULE
Notice to Proceed (NTP)	Assumed November 2025
PHASE ONE: LHMP PLANNING/DEVELOPMENT PROCESS AND ORGANIZE RESOURCES	
Task 1.1 In-Person Kick-Off Meeting	NTP + 1 Week
Task 1.2 Organize Hazard Mitigation Planning Committee	NTP + 2 Weeks
Task 1.3 Public Meetings and Digital Outreach	NTP + 2 Months – 4 Months
Task 1.4 Outreach Process Documentation	Ongoing
PHASE TWO: THREAT AND IDENTIFICATION RISK ASSESSMENT	
Task 2.1 Hazard Identification and Profiles	NTP + 1 Month
Task 2.2 Hazard and Critical Infrastructure Mapping	NTP + 1 Month
Task 2.3 Vulnerability Assessment	NTP + 2 Months
Task 2.4 Capability Assessment	NTP + 2 Months
PHASE THREE: HAZARD MITIGATION STRATEGY	
Task 3.1 Develop Mitigation Goals	NTP + 3 Months
Task 3.2 Develop Comprehensive Range of Mitigation Actions	NTP + 3.5 Months
Task 3.3 Prepare Draft Local Hazard Mitigation Plan	NTP + 4.5 Months – 9 Months
PHASE FOUR: HAZARD MITIGATION PLAN IMPLEMENTATION AND MAINTENANCE PROCESS	
Task 4.1 Monitoring, Evaluating, and Updating	NTP + 4 Months
Task 4.2 Incorporation into Existing Planning Mechanisms	NTP + 4 Months
Task 4.3 Implementation Schedule	NTP + 4 Months
Task 4.4 Continued Public Involvement	NTP + 4 Months
Task 4.5 Final Plan Approvals and Adoption	NTP + 10 Months – 12 Months
PHASE FIVE: PROJECT MANAGEMENT AND PROJECT CLOSE OUT	
Task 5.1 Biweekly Virtual Coordination Meetings	Ongoing
Task 5.2 Project Closeout, Printed Deliverables and File Transfer	NTP + 12 Months

SECTION 2.3 ORGANIZATION CHART AND SELECTED STAFF RESUMES

Michael Baker has identified the project team organization chart on the following page. This team is available to initiate the work program immediately and remain active throughout the term of the contract. Team members will not be replaced or removed from the team without prior written approval from the LHMP Project Management Team. **Principal-in-charge, Richard Beck, CEP P.W.S., CPESC®, CERP,** is authorized to negotiate the contract on behalf of Michael Baker.

Project Manager, Noelle Anderson, will be the main point of contact, and brings 11 years of hazard mitigation planning experience to the benefit of the LHMP preparation process. Ms. Anderson regularly leads the development of award-winning Hazard Mitigation Plans, consistent with Cal OES/FEMA requirements. She leads teams in connecting local jurisdictions to key HMP implementation mechanisms, primarily grant funding opportunities through FEMA Hazard Mitigation Assistance (HMA) programs.

Ms. Anderson will oversee the development of all deliverables in close coordination with a multidisciplinary team of subject matter experts in engineering, design, sustainability, and diversity, equity, and inclusion (DEI). As a Southern California local, she offers valuable regional insight and accessibility for in-person coordination. Our team is further supported by a deep bench of technical specialists who can be engaged as needed to provide targeted expertise and ensure the LHMP reflects the highest standards of resilience planning and regulatory compliance.



The proposed Santa Ana Project Team have led award winning and industry-recognized National, State, and Regional and Local Resilience Plans.

WEST COVINA LHMP ORGANIZATIONAL CHART

= Key Staff

National Resilience Advisor
Niek Veraart, AICP, ASLA, ENV SP

Quality Assurance
Michael Yaffe, AICP, PP, GISP, ENV SP

Principal-in-Charge
Richard Beck, CEP, PWS, CPESC, CERP

Project Manager
Noelle Anderson

Hazard Identification, Risk and Vulnerability Analysis

Casey Marchese
Jake Poland
Jeffrey Karmazin, PSM
Audrey Tamayo, LEED

Stakeholder Engagement & Mitigation Action Identification

Noelle Anderson
Valerie Clarke, PLA, AICP
Jake Poland
Jessica Jahre, AICP, CFM
Brittany Dremluk, AICP, PP, LEED
Casey Marchese

Plan Production & Implementation Strategy

Michael Yaffe, AICP, PP, GISP, ENV SP
Ryan Carroll, CFM
Valerie Clarke, PLA, AICP
Jennifer Gutierrez, AICP

As Needed in-house Technical Support and Subject Matter Experts:

Artificial Intelligence, Machine Learning, & Data Automation and Analytics: Geoff Uhlemann, PE, PMP, CFM
Aviation and Aerial Technologies: Aaron Morris, GISP
Climate Change: Bill Thomas
Coastal Hazards/Sea Level Rise: Scott A. Jenkins, Ph.D.
Communications: Karen White
Construction Services and Cost Estimating: Kieler Smith, PE, CCM QSD, Assoc-DBIA
Cyber Security: Susan Howard, CISSP
Dams and Flooding: Mujahid Chandoo, PE, ENV SP
Defense and Military Planning: Rachael R. Richter, AICP
Functional Needs & SVPs: Francesca B. Zito
Emergency Services and Response: Jim DeAngelo, CFM
Energy Security: Guy Carpino, PE, RCDD
Environmental & Historic Preservation: Fareeha Kibriya, AICP
FEMA Liaison: Lisa Messano, CFM
Financial Services: Rick Williams, AICP
Food and Agriculture: Shane Townsend
Geospatial Services: Polly Boardman, PMP, MBA
Government Facilities and Planning: Joe Chaffin, AIA
Hazardous Materials and Environmental Remediation: Jess Anderson, PG, LEED AP
Highway/Bridge: Pooya Haddadi, PE, SE
Housing: Lisa Baker
Land Development: Joshua Ruiz, PE
Nature-Based Solutions: Jeremy Franzini, PLA
Rail and Transit: Edward La Guardia
Remote Sensing and Digital Twins: Jospeh Bartorelli
Traffic and Transportation Systems: Eric Spangler, PE
Vegetation Management & Coastal Restoration: Anisha Malik, SITES AP, CERP
Water and Waste Water Systems: John Nagle, PE

Noelle Anderson

Project Manager

Ms. Anderson provides hazard mitigation and comprehensive community planning services across California. She is skilled in preparing public policy relating to land use, safety, conservation, technology, and environmental justice. Her skill set includes managing multi-disciplinary teams, identifying challenges and opportunities, and implementing realistic and feasible solutions for her clients. Her experience includes managing development of both local and multi-jurisdictional hazard mitigation plans that comply with current California Governor's Office of Emergency Services and FEMA guidelines. In addition to mitigation planning, she has completed several approved emergency action plans with a specific focus on dam/reservoir infrastructure failure and inundation across California. Her background includes coastal and watershed projects, with unique knowledge of sea level rise hazard planning and policy. She is also experienced in developing successful community engagement programs.

Years of Experience

11

Education

M.U.P., 2020, Urban Planning and Development, University of Southern California

B.A., 2014, Environmental Studies/Environmental Planning, University of California, Santa Barbara

Professional Affiliations

American Planning Association (APA)

California Emergency Services Association (CESA)

RELEVANT EXPERIENCE

Hazard Mitigation Plans, West Region. *Project Manager.* Responsible for facilitating comprehensive planning process focused on natural and human-caused disasters per Federal Emergency Management Agency guidelines. Prepared the first city-prepared hazard mitigation plan in California in accordance with updated FEMA policy and guidance during 2023. Collaborate with both internal representatives from the lead jurisdiction and external stakeholders (such as utilities, school districts, community groups, HOAs, nonprofits/NGOs) to garner consensus building and build community capacity for future resilience actions. Connect clients with FEMA hazard mitigation grant resources with awards up to $50 million. An abbreviated list of clients and deliverables is included, below:

- City of Fullerton Local Hazard Mitigation Plan, City of Fullerton, CA
- City of Seal Beach Local Hazard Mitigation Plan, Seal Beach, CA.
- City of Beverly Hills Local Hazard Mitigation Plan Update, Beverly Hills, CA
- City of Grand Terrace Local Hazard Mitigation Plan Update, Grand Terrace, CA
- City of San Clemente Local Hazard Mitigation Plan, San Clemente, CA
- City of Sonora Local Hazard Mitigation Plan, Sonora, CA
- City of Yorba Linda Local Hazard Mitigation Plan, Yorba Linda, CA
- City of South Gate Local Hazard Mitigation Plan, South Gate, CA
- City of Culver City and Culver City Unified School District Multi-Jurisdictional Hazard Mitigation Plan, Culver City, CA
- Elsinore Valley Municipal Water District Local Hazard Mitigation Plan, Lake Elsinore Area, CA
- Irvine Ranch Water District Local Hazard Mitigation Plan, Irvine Area, CA
- Whatcom County Multi-Jurisdictional Hazard Mitigation Plan, Whatcom County, WA
- Clallam County Multi-Jurisdictional Hazard Mitigation Plan, Clallam County, WA

Safety Element Updates, California. *Project Manager.* Responsible for managing Safety Element Updates as required by the 6th Cycle Housing Element Updates for a variety of clients across California. Policy updates focused on compliance with new state requirements including: AB 747 and SB 99, to evaluate evacuation route capacity and viability; SB 379, to incorporate climate vulnerability, climate adaptation and resilience strategies; and, AB 2140, to incorporate LHMP findings by reference. Incorporated relevant community outreach strategies to receive policy feedback. For clients with jurisdiction within the Very High Fire Hazard Severity Zone, facilitated review between Cal FIRE and the Board of Forestry for policy review and concurrence. An abbreviated list of clients and deliverables is included, below:

- City of Yorba Linda Safety Element Update, Yorba Linda, CA
- City of South Gate Safety Element Update, South Gate, CA
- City of Seal Beach, Safety Element Update, Seal Beach, CA
- City of Pinole, Safety Element Update, Pinole, CA
- City of Poway, Safety Element Update, Poway, CA

Richard Beck, CEP, P.W.S, CPESC®, CERP

Principal-in-Charge

Mr. Beck has extensive experience in the regulatory and environmental disciplines. He successfully leads federal, state, local, and private-sector clients through the Clean Water Act, California Porter-Cologne Act, California Fish and Game Code, Endangered Species Act, and the California Coastal Act. Mr. Beck, a Professional Wetland Scientist, has conducted hundreds of jurisdictional delineations throughout the southwest. Mr. Beck proactively leads delineation field crews and regulatory specialists that effectively draft, coordinate, and process regulatory agency applications. As a key component to the above processes, Mr. Beck also prepares environmental documents with respect to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

RELEVANT EXPERIENCE

City of Yorba Linda Local Hazard Mitigation Plan, Safety Element, Emergency Operations Plan Update, and Vegetation Removals Work Program. *City of Yorba Linda.* Program Manager. Served as program manager for comprehensive wildfire and safety mitigation work program, that included preparing the City's first hazard mitigation plan, a comprehensive safety element updates and tailored emergency operations plan update. All deliverables included in-depth stakeholder outreach, including many contract service providers to the City. In addition, Mr. Beck served as the program manager for the vegetation removals work program, including fuels reduction mapping, contractor project management and CEQA compliance. In coordination, these projects are designed to substantially reduce wildfire risk to the City of Yorba Linda.

Cal Fire - Fire Prevention Grant Mgmt & Creation of Emergency Operations Plan Update. *City of Yorba Linda.* Principal-In-Charge. Responsible for supporting the city. The Michael Baker team conducted fieldwork and oversaw the review of deliverables, project scheduling, and supporting the contractor to meet deadlines for fuel reduction activities.

Sportsplex/BKK Landfill Project - Regulatory Services, West Covina, California. *BKK Corporation.* Project Manager. Responsible for project management. Michael Baker prepared the Delineation of Jurisdictional Waters for the proposed Sportsplex/BKK Landfill Project. Another consulting firm had originally delineated the project site for potential jurisdictional areas in 2003. T. Michael Baker identified state and federal jurisdictional waters on-site, prepared an impact analysis, and provided a permit recommendation to the client in order to better define the future regulatory process.

On-Call Regulatory Services, Orange County, California. *Orange County.* Project Manager. Responsible for project management. Under multi-year agreements since 2003, Michael Baker has been providing environmental, regulatory, and ecosystem restoration services for a variety of projects. Generally, the projects have included channel, roadway, and regional park improvements. Michael Baker's work efforts have included detailed jurisdictional delineations, resource agency coordination and negotiation, creative problem solving with project design, CEQA compliance, biological and cultural assessments, application submittals to state and federal resource agencies, and permit acquisition.

General Plan and Local Coastal Program Update, Carlsbad, California. *City of Carlsbad.* Project Manager. Served as project manager and environmental manager responsible for leading a study to assess vulnerable infrastructure and property in the City from sea level rise as part of preparing the first comprehensive revision of the City of Carlsbad Zoning Ordinance since it was first adopted in the 1950s. Michael Baker also produced a coastline vulnerability study for the city that identifies coastal areas most susceptible to sea-level rise and provides adaptation strategies for mitigation.

Years of Experience
25

Education
B.A., 2000, Environmental Studies, University of California, Santa Cruz

Certificate, 2010, Ecological Restoration, Saddleback College, CA

Licenses/Certifications
Certified Ecological Restoration Practitioner, 2017, #0099

Certified Environmental Professional, 2010, 10050455

EPA Watershed Management Academy, 2008

Certified Professional in Erosion and Sediment Control, California, 2010, 5611

Wetland Delineator Certification Program, 2002

Professional Wetland Scientist, 2011, 2160

CRAM for Riverine Wetlands-Certified Practitioner, 2008

Professional Affiliations
Association of Environmental Professionals (AEP)

Building Industry Association

Home Builders Council

Society for Ecological Restoration (SER)

Society of Wetland Scientists (SWS)

Michael Yaffe, AICP, PP, GISP, ENV SP

Quality Assurance and Quality Control

Mr. Yaffe is an accomplished Community Planner and Geographic Information Systems (GIS) Professional. As a planner and GIS professional, he believes in purpose-driven, environmentally sensitive design to create places that engage people, nurture community, and enhance urban life. Currently, his focus is on resiliency planning, risk, and vulnerability assessment, and hazard mitigation planning. Michael has almost 20 years of experience with a focus on hazard mitigation planning, resilience planning, grant management, and funding strategies for public agencies. He has led updates to state, local and multi-jurisdictional Hazard Mitigation Plans across the United States that have resulted in over $90 Million in project implementation since 2020. He currently manages a multidisciplinary team supporting Community Engagement and Risk Communication for FEMA regions 8, 9, and 10, which is approximately 60% of the total land area of the United States. He served as Project Manager on the New Jersey State Hazard Mitigation Plan and the State's first Climate Change Resilience Strategy and Coastal Resilience Plan and the State of Alaska's Energy Security Task Force.

Years of Experience

18

Education

M.C.R.P., 2013, City and Regional Planning, Rutgers University

B.S., 2007, Environmental Planning and GIS, Rutgers University

Licenses/Certifications

Certified GIS Professional, 2012, 17910

Envision Sustainability Professional, 2020, #38245

Professional Planner, New Jersey, 2018, 33LI00638100

Professional Affiliations

American Planning Association (APA)

Geographic Information Science Certification Institute (GISP)

InfraGard, Los Angeles Chapter

RELEVANT EXPERIENCE

Yorba Linda Hazard Mitigation Plan, Safety Element Update, and Emergency Operations Plan Update, Yorba Linda, California. *City of Yorba Linda.* Technical Advisor. Michael Baker prepared Yorba Linda's first Hazard Mitigation Plan in coordination with updates to the Safety Element and Emergency Operations Plan. The plan outlines future projects to mitigate risks from several natural and human-caused hazards, along with identifying strategic funding opportunities.

Other Recent Local and Multi-Jurisdictional Hazard Mitigation Plans. Responsible for managing, reviewing and advising on multiple local and multi-jurisdictional hazard mitigation plans.

- City of Fullerton Local Hazard Mitigation Plan, City of Fullerton, CA
- City of Seal Beach Local Hazard Mitigation Plan, City of Seal Beach, CA.
- City of San Clemente Local Hazard Mitigation Plan, City of San Clemente, CA.
- City of Beverly Hills Local Hazard Mitigation Plan, City of Beverly Hills, CA.
- City of Grand Terrace Local Hazard Mitigation Plan, City of Grand Terrace, CA..
- Culver City and CCUSD Multi-Jurisdictional Hazard Mitigation Plan Update. *City of Culver City, CA.*
- City of South Gate Local Hazard Mitigation Plan Update. *City of South Gate, CA.*
- City of Sonora Local Hazard Mitigation Plan Update. *City of Sonora, CA.*
- Union County Hazard Mitigation Plan. *Union County, NJ.*

New Jersey Emergency Operations and Hazard Mitigation Plan Development, Statewide, New Jersey. *New Jersey Department of Treasury.* Project Manager. Provided project administration, research, and GIS and planning analysis required to update the State All-Hazard Mitigation Plan (State HMP). Michael Baker provided planning and comprehensive hazard mitigation services to the New Jersey Office of Emergency Management to update the New Jersey State Hazard Mitigation Plan (SHMP). The SHMP outlines a strategy to reduce risks from hazards and prioritizes future project funding for mitigation projects across New Jersey. Michael Baker demonstrated a unique understanding of resiliency planning, design, and construction work happening in New Jersey to better incorporate updates to capabilities, mitigation actions, and funding sources, making the plan more comprehensive.

Community Engagement and Risk Communication. *FEMA.* Team Member. Responsible for developing messaging and materials to support the FEMA Region II Planning Team and promoting the development of high-quality training products for flood risk products. Michael Baker is a member of the national Community Engagement and Risk Communication team for the Risk Mapping, Assessment, and Planning program. Michael Baker's services include hazard mitigation planning, community outreach, preparation and dissemination of outreach materials, and development and delivery of training for stakeholders.

Niek Veraart, AICP, ASLA, ENV SP

Planning Advisor

Mr. Veraart combines over three decades of experience with urban and land use planning, environmental planning and resilience planning including managing and implementing FEMA and HUD grant funded emergency management, recovery and resilience programs. These include complex and sensitive programs such as the (HUD/FEMA/FTA) grant-funded post 9/11 rebuilding of Lower Manhattan, the grant-funded (HUD/FEMA) Superstorm Sandy recovery, grant-funded resilience programs addressing other extreme weather events including Hurricanes Maria and Ida and grant funded programs in support of ongoing resilience improvements for a diverse range of natural hazards. In this capacity he has led and overseen both project-specific implementation and federal grant compliance, including programmatic compliance, environmental compliance (NEPA), technical analyses and solutions, cost benefit analyses, multi-criteria decision support and project investment prioritization tools (including for strategic grant capture and implementation), policy and regulatory analysis and solutions (including land use and zoning solutions), and community engagement for city, state and federal agencies.

Years of Experience

36

Education

M.S.C.E. (Diplom-Ingenieur), 1988, Engineering, Planning and Landscape Architecture, Wageningen University

B.S., 1986, Engineering, Planning and Landscape Architecture, Wageningen University

Licenses/Certifications

American Institute of Certified Planners, 1993, 010410

Envision Sustainability Professional. 2016

RELEVANT EXPERIENCE

Resilience Review, Resilience Road Map and Resilience Action Plan, NY/NJ. *Port Authority of New York and New Jersey (PANYNJ).* PROJECT MANAGER. Led an independent assessment of the agency's current state of climate resilience by evaluating the PANYNJ's approach, including projects, programs, policies, guidelines, and governance. Developed a framework including a resilience road map with both short-term mitigation actions and long-term strategic planning, incorporating industry best practices. As part of this effort, developed an overview of industry practice, including the programmatic approach to resilience taken by peer agencies nationally and internationally using existing literature and other secondary data and developed. Developed an agency Resilience Action Plan, including implementation of specific actions by PANYNJ.

NYC Future Flood Risk Maps. *New York City Department of Environmental Protection.* Principal-In-Charge. Overseeing the development of Future Flood Risk Modeling and Maps ("FFRMs") for the 550-mile NYC shoreline accounting for climate change with dynamic flood models accounting for Sea Level Rise impact on storm surge and wave action, resulting in lot-level risk conforming to FEMA standards serving as basis for future infrastructure and development design standards and resilience planning in NYC.

HUD CDBG-DR Breezy Point Community Stormwater Management Plan. Dormitory Authority of the State of New York / New York State Governor's Office of Storm Recovery/Housing Trust Fund Corporation. QA/QC. Oversaw services for stormwater drainage improvement project. The project includes an analysis of flooding conditions to determine final acreage impacted by flooding as well as specific locations of greatest flooding in each designated area by way of topographical survey and contour map development at appropriate increments.

Meadowlands Comprehensive Restoration Implementation Plan (MCRIP) NEPA PEIS, New Jersey. *USACE New York District.* Principal Environmental Planner/QAQC. The PEIS provides an evaluation of environmental, social and economic issues and alternatives to achieve project goals and objectives, while avoiding/minimizing adverse impacts, providing the USACE with the necessary NEPA compliance documentation for MCRIP implementation. The PEIS is a comprehensive document that considers a number of related actions proposed in the MCRIP, including cumulative, direct, and indirect impacts.

Breezy Point Stormwater Management Plan. Dormitory Authority of the State of New York / New York State Governor's Office of Storm Recovery/Housing Trust Fund Corporation. QA/QC. Overseeing services for stormwater drainage improvement project. The project includes an analysis of flooding conditions to determine final acreage impacted by flooding as well as specific locations of greatest flooding in each designated area by way of topographical survey and contour map development at appropriate increments. This analysis was followed by design of a storm drain system designed to collect and pump out stormwater in a section prone to flooding and susceptible to holding stormwater following severe weather events as well as green infrastructure including redesigned parking areas including options for ball field re-location if appropriate.

Jake Poland

Assistant Planner

Mr. Poland supports comprehensive resilience and community planning projects, with a focus on hazard mitigation plans. His experience includes preparing local, multi-jurisdictional, and state hazard mitigation plans in compliance with guidelines set forth by Cal OES and FEMA. His research and technical writing skills include identifying and profiling community hazards, evaluating recent and historical hazard occurrences and developing mitigation actions and policies to create enhanced safety resiliency for clients and communities across the United States. Additional project experience includes Emergency Operations Center tabletop exercises. In addition to resilience planning, he supports policy planning for other emergency management plans including Emergency Operations Plans.

Years of Experience

3

Education

B.A., 2023, Criminal Justice, California State University, Fullerton

A.S., 2020, Emergency Management, Coastline Community College (IP)

Professional Affiliations

California Emergency Services Association (CESA)

International Association of Emergency Managers (IAEM)

RELEVANT EXPERIENCE

State Hazard Mitigation Plans, West Region. Planner. Worked in cooperation with project teams to assist in the planning process, update natural and human-caused hazard profiles, and complete various other mitigation planning activities. Played a role in creating hazard loss tables, hazard dashboards and linking project objectives to mitigation actions. An abbreviated list of clients and deliverables is included, below:

- State of California Hazard Mitigation Plan
- State of Hawaii Hazard Mitigation Plan
- State of Idaho Hazard Mitigation Plan

Local & Multi-Jurisdictional Hazard Mitigation Plans, Nationwide. Planner. Participated in the planning process for a number of city and county hazard mitigation plans. Responsibilities include hazard profiling for natural and human-caused hazards, leading jurisdictional annex data collection efforts by collaborating with special districts and municipalities, assisting in the navigation of updated FEMA guidance, and assisting in public outreach efforts. An abbreviated list of clients and deliverables is included, below.

- City of Fullerton Local Hazard Mitigation Plan
- City of Seal Beach Local Hazard Mitigation Plan
- City of Beverly Hills Local Hazard Mitigation Plan
- City of San Clemente Local Hazard Mitigation Plan
- City of Grand Terrace Local Hazard Mitigation Plan
- City of Los Angeles Local Hazard Mitigation Plan
- Nevada County (CA) Multi-jurisdictional Hazard Mitigation Plan
- Tri-Valley (CA) Multi-jurisdictional Hazard Mitigation Plan
- Schuylkill County (PA) Multi-jurisdictional Hazard Mitigation Plan
- City of Roseville Local Hazard Mitigation Plan
- Metropolitan Water District of Southern California Local Hazard Mitigation Plan

Seal Beach PSA – General Plan Element Updates. *City of Seal Beach.* Planner. Responsible for drafting the Environmental Justice Element, in compliance with Government Code Section 65302(h), to identify disadvantaged populations in the City of Seal Beach. Assisted the project team with updating the Environmental Justice Element of the general plan. Analyzed various vulnerability metrics to determine which populations in the planning area face heightened risk to environmental risks. Additionally, responsible for assisting in the update of the City's Safety Element.

Yorba Linda Emergency Operations Plan Update. *City of Yorba Linda.* Planner. Responsible for drafting, editing, and polishing the Emergency Operations Plan through collaboration with MBI staff and the client. Utilized personal relationship with client and prior emergency management experience to capitalize on MBI's capabilities and deliver a quality EOP to the City.

Los Altos Safety Element. *City of Los Altos.* Planner. Provided safety element project assistance by traveling to Los Altos to provide public outreach to local residents. Gathered community feedback on local hazard risk and community vulnerability.

Jeffrey Karmazin, PSM

GIS Analyst

Mr. Karmazin is a versatile Geographic Information Systems Analyst with years of GIS experience. Topics covered by Jeff's experience using GIS covers a wide range including hazard mitigation, planning, real estate, environmental research, spatial analysis, and more. As a local GIS professional, Jeff enjoys attending events and webinars to further his spatial analysis skills. His planning background began with a focus on green stormwater infrastructure in the city of Philadelphia and now covers all aspects related to hazard mitigation planning. He has worked on hazard mitigation plans at the state and county level, but has also helped provide maps, graphics, and research for business development opportunities.

Years of Experience

6

Education

P.S.M, 2022, Geographic Information Systems, Temple University

B.A., 2016, Environmental Studies, Temple University

Licenses/Certifications

GIS Certificate, Temple University, 2016

RELEVANT EXPERIENCE

Ocean County Hazard Mitigation Plan (HMP) 2025 Update, Ocean County, New Jersey. *Ocean County, NJ.* GIT Specialist. Responsible for providing Hazus model runs and data analysis for this County Hazard Mitigation Plan. Model runs included flood, earthquake, and hurricane. Michael Baker is providing the 2025 update to the Ocean County Hazard Mitigation Plan (HMP), which incorporates FEMA's 2022 Local Policy Guide requirements including analyzing equity and climate change impacts and conducting outreach to a wider range of stakeholders including organizations that represent socially vulnerable populations.

New Jersey State Hazard Mitigation Plan. GIS Analyst. Aided the planning team in performing all Hazus models. Level II analysis was performed through loading state provided datasets for essential facilities, transportation networks, and state-owned facilities. Flood models were performed utilizing depth grids for 100-year flood, 2-feet seal level rise, 3 feet sea level rise, and 5 feet sea level rise. Statewide models were performed for Earthquake and Hurricane estimates. Altogether, over 75 Hazus models were performed for use in the plan for damage estimates.

City of Seal Beach Local Hazard Mitigation Plan. *City of Seal Beach.* GIT Analyst. Responsible for coordinating data collection, creating thematic maps for presentation, and determining a hazard impact analysis. Mapped critical facilities and conducted vulnerability analysis based on hazard overlays for sea level rise, landslide, fault zones, liquefaction, dam inundation, flood zones, and wildfire. Prepared a parcel analysis to determine hazard vulnerability to residential and non-residential parcels within the city. Conducted a HAZUS assessment for both flood and earthquake hazards within the City.

Yorba Linda Hazard Mitigation Plan. *City of Yorba Linda.* GIT Analyst. Responsible for coordinating data collection, creating thematic maps for presentation, and determining a hazard impact analysis. Mapped critical facilities and conducted a vulnerability analysis based on hazard overlays for landslide, fault zones, liquefaction, dam inundation, flood zones, ground shaking and wildfire. Prepared a parcel analysis to determine hazard vulnerability to residential and non-residential parcels within the city.

Culver City and Culver City Unified School District Multi-Jurisdictional Hazard Mitigation Plan Update. *City of Culver City.* GIT Analyst. Responsible for coordinating data collection, creating thematic maps for presentation, and determining a hazard impact analysis. Mapped critical facilities and conducted a vulnerability analysis based on hazard overlays for landslide, fault zones, liquefaction, dam inundation, flood zones, and wildfire. Prepared a parcel analysis to determine hazard vulnerability to residential and non-residential parcels.

City of South Gate Local Hazard Mitigation Plan Update. *City of South Gate.* GIT Analyst. Responsible for coordinating data collection, creating thematic maps for presentation, and determining a hazard impact analysis. Mapped critical facilities and conducted a vulnerability analysis based on hazard overlays for liquefaction, fault zones, flood zones, and hazardous cleanup sites. Prepared a parcel analysis to determine hazard vulnerability to residential and non-residential parcels within the city.

FEMA Community Engagement and Risk Communication Contract, FEMA Region 5: Minnesota, Wisconsin, Illinois, Indiana, Michigan, and Ohio. *FEMA.* GIT Analyst. Responsible for assisting with many different projects under this FEMA contract including support of Risk Map update meetings, NFIP data collection, and GIS analysis on effective and preliminary flood data to show differences in the data. Performed statical analysis on census data presented through static dashboards and referenced during CCO, LFD, and other flood risk update meetings.

SECTION 2.3: METHODS TO CONTROL PROJECT COSTS/TIMELINES

Our Project Manager, **Noelle Anderson**, has considerable experience managing multi-disciplinary projects that have a complex scope, aggressive schedule, and a set budget. Ms. Anderson will **manage the Scope** by starting with a clear and in-depth understanding of the project and then translating this into a comprehensive work plan, **manage the Schedule** by utilizing the resources of our team to meet the project specific needs and by rigorously holding ourselves to interim milestones so that key delivery dates are met, and **manage the Budget** by developing detailed hour estimates for each task and vigilantly monitoring weekly timesheets and status reports to determine if there are areas of the project that require extra attention.

Michael Baker has a well-established and standardized company-wide Project and Quality Management Program called Project Management - The Michael Baker Way. Project Management - The Michael Baker Way serves to clearly define the process for which all projects are managed throughout Michael Baker. The ultimate objective is to improve project performance and product delivery excellence through better organization, tools and methods to monitor budgets, an emphasis on communication, and a structured approach to delivering quality. The key features of Project Management - The Michael Baker Way include:

- **Improving project performance** through consistency, organization, and efficiency throughout the entire organization.
- **Defining project management processes** for every project that are consistent yet scalable to appropriately fit the scope and size of any project.
- **Serving as a one-stop reference** for forms, policies, references, and procedures required to properly manage a project.
- **Leveraging existing best practices** throughout Michael Baker, as well as referencing accepted and established practices from outside sources.
- **Providing management tools, procedures, and references** at the fingertips of project managers through a user-friendly, intuitive site.

A key component to our delivery process is the Project-Specific Quality Management Plan (PSQMP). The PSQMP includes the following key items related to quality on the project: reference documents/design standards; deliverables and due dates; available project information and reference data; procedures for subconsultant management; quality control procedures for checking work products; quality assurance procedures; and project audit frequency and procedures.

This process includes a newly developed, database-driven quality management system, which is a paperless tool for providing Michael Baker's project managers the ability to track their project's quality control and review process in real time. This system supports Michael Baker's commitment that no product goes to our clients until it has been checked and reviewed.

The assignment quality control process will be as follows:

- **Project Documentation** – All project files and e-mail will be stored in Michael Baker's document management system. The server is backed up nightly to an off-site location and can be replicated in any Michael Baker office.

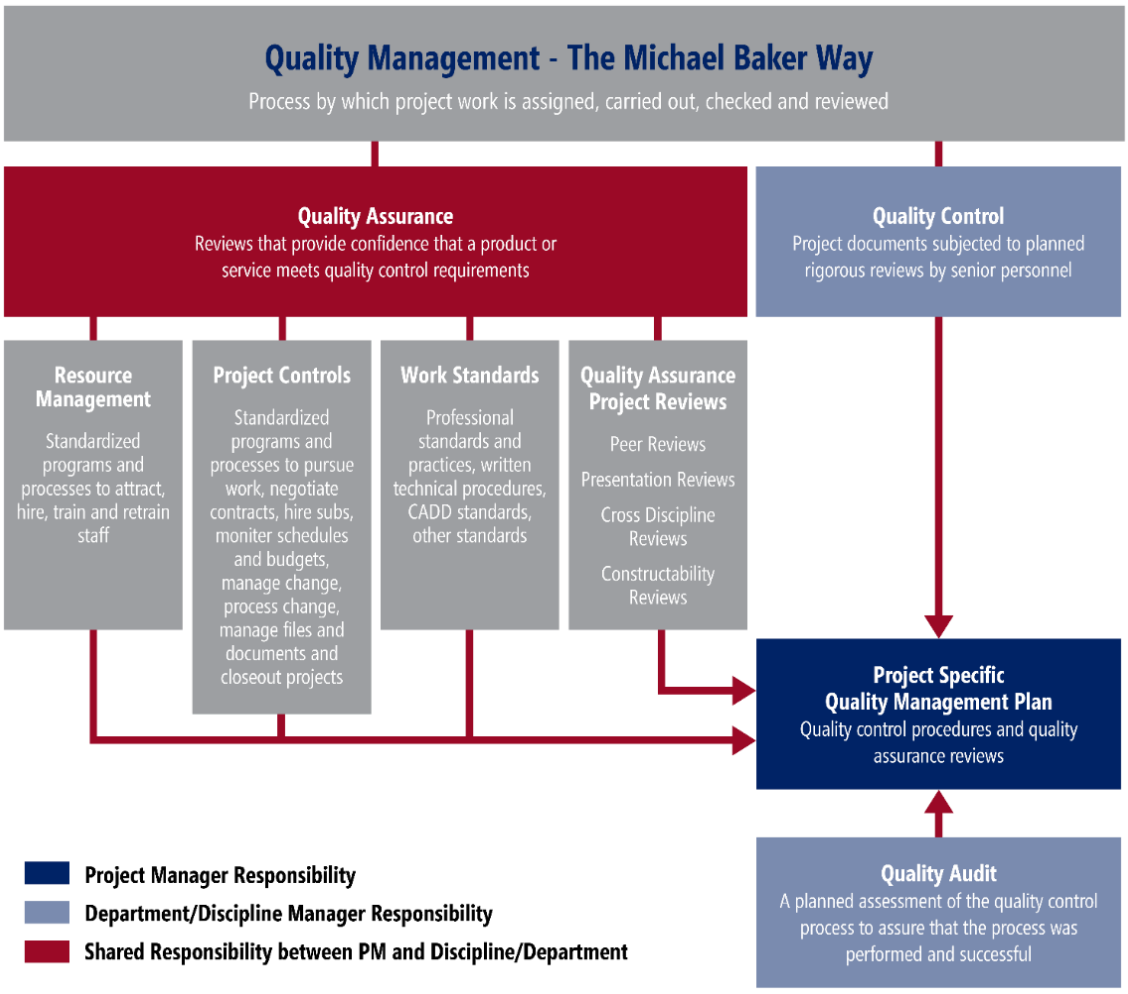
- **Calculations** – Design calculations (if applicable) will be saved in appropriate formats including spreadsheets and/or 3rd party computer programs.

- **Quality Control** – As work products are ready for an initial review, the originator of the product will prepare a request for a review in the Michael Baker Quality Management database. The selected qualified reviewer will receive an e-mail from the system that the work product is ready for review.

The reviewer will either print out the work product onto paper and mark it up with a red pencil or will use the mark-up tool in a PDF version of the product.

The originator of the work product will examine the reviewer's markups and address each one. They will have a discussion with the reviewer on the disposition of each mark-up.

- **Quality Assurance** – The reviewed work product will be noted in the quality management system and the Project Manager will receive an e-mail from the quality management system alerting him to the status of the work product. The Project Manager will perform a final review and quality assurance of the work product before it goes to the City. This review will be documented in the quality management database. Before a submission is made to the City, our Project Manager will get a printout of the status of the quality review of each component of the deliverable and verify that the quality review has been performed on each component. The deliverable will not be sent to Citu until the QA/QC process is complete.



SECTION 3: FEE SCHEDULE

SECTION 3.1: NOT TO EXCEED TOTAL FOR SERVICES

Michael Baker proposals a total fixed fee, not to exceed **$150,000.00** to perform services as part of this scope of work. Our team welcomes further discussion regarding optional services listed below for consideration.

SECTION 3.2: COST BY MAJOR SUB-TASK

Michael Baker proposes the following cost breakdown by major sub-task for this scope of work, for use in milestone billing during the contract lifecycle. A detailed fee schedule including an hourly breakdown by staff member on each task is included as Attachment D, *Fee Schedule*.

Table 4: Proposed Cost by Major Sub-Task

PROJECT TASKS	BUDGET
PHASE ONE: LHMP PLANNING/DEVELOPMENT PROCESS AND ORGANIZE RESOURCES	
Task 1.1 In-Person Kick-Off Meeting	$4,890.00
Task 1.2 Organize Hazard Mitigation Planning Committee	$1,370.00
Task 1.3 Public Meetings and Digital Outreach	$43,410.00
Task 1.4 Outreach Process Documentation	$2,630.00
PHASE TWO: THREAT AND IDENTIFICATION RISK ASSESSMENT	
Task 2.1 Hazard Identification and Profiles	$9,860.00
Task 2.2 Hazard and Critical Infrastructure Mapping	$10,700.00
Task 2.3 Vulnerability Assessment	$10,480.00
Task 2.4 Capability Assessment	$3,520.00
PHASE THREE: HAZARD MITIGATION STRATEGY	
Task 3.1 Develop Mitigation Goals	$1,850.00
Task 3.2 Develop Comprehensive Range of Mitigation Actions	$9,900.00
Task 3.3 Prepare Draft Local Hazard Mitigation Plan	$28,290.00
PHASE FOUR: HAZARD MITIGATION PLAN IMPLEMENTATION AND MAINTENANCE PROCESS	
Task 4.1 Monitoring, Evaluating, and Updating	$590.00
Task 4.2 Incorporation into Existing Planning Mechanisms	$590.00
Task 4.3 Implementation Schedule	$590.00
Task 4.4 Continued Public Involvement	$590.00
Task 4.5 Final Plan Approvals and Adoption	$10,030.00
PHASE FIVE: PROJECT MANAGEMENT AND PROJECT CLOSE OUT	
Task 5.1 Biweekly Virtual Coordination Meetings	$7,000.00
Task 5.3 Project Closeout, Printed Deliverables and File Transfer	$3,710.00
TOTAL FEE	**$150,000.00**

OPTIONAL TASKS	BUDGET
Optional Task #1 Interactive ArcGIS StoryMaps	$10,000.00
Optional Task #2 Mitigation Action Database	$10,000.00
Optional Task #3 Safety Element and AB 2140 Advisory Services	$15,000.00

SECTION 3.3 HOURLY RATES SUMMARY

Table 5: Hourly Rates Summary

TITLE	STAFF NAMES	HOURLY RATE
Project Manager	Noelle Anderson	$195/hour
Principal	Richard Beck, CEP, P.W.S, CPESC®, CERP	$300/hour
Quality Assurance/ Quality Control	Niek Veraart, AICP, ASLA, ENV SP Michael Yaffe, AICP, PP, GISP, ENV SP	$300/hour
Senior Planner	Valerie Clarke, PLA, AICP Jessica Jahre, AICP, CFM Brittany Dremluk, AICP, P.P., LEED Green Associate	$175/hour
Associate Planner	Casey Marchese Jennifer Gutierrez, AICP	$135/hour
Assistant Planner	Jake Poland Audrey Tamayo	$120/hour
GIS Analyst	Jeffrey Karmazin, PSM	$120/hour

Michael Baker brings a proven track record of leadership in planning and design services, delivering innovative, community-driven solutions that balance technical precision with visionary thinking. Our multidisciplinary teams have successfully executed projects ranging from broadband connectivity roadmaps and hazard mitigation strategies to integrated architectural design across numerous sectors. Our team leverages advanced GIS technologies, proven stakeholder engagement strategies, and sustainable design principles to create deliverables that are practical, adaptable, and aligned with the long-term goals of our clients and the communities they serve.



SECTION 4: EXCLUDED OR SUBCONTRACTED SERVICES

SECTION 4.1: SUBCONTRACTED SERVICES

Michael Baker does not propose the use of subcontractors as part of this scope of work.

SECTION 4.2: REQUIRED COORDINATION WITH CITY STAFF

During the LHMP preparation process, Michael Baker proposes the following coordination with City staff. Shared responsibilities are organized by proposed Phase.

Phase 1: LHMP Planning/Development Process and Organize Resources

- Kick Off Meeting: Approvals to project schedule, communications protocol and deliverables, data needs, identification of background resource documents, community outreach approach, organization of the HMPC.
- Branding and Style Guide: Approvals of visual branding and project style guide.
- Meeting Invitations: Distribution of meeting invitations for the HMPC.
- Outreach: Coordination and approvals related to the identification of the appropriate method, location, and timetable for public outreach events to maximize participation. Scheduling and booking locations for outreach events.

Phase 2: Threat and Hazard Identification Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment)

- Critical Infrastructure: Coordination and identification of critical infrastructure including location data.
- Hazard Mapping: Coordination on any existing data related to mapped hazard data .
- Vulnerability Assessment: Approvals for appropriate HAZUS scenarios.

Phase 3: Hazard Mitigation Strategy

- Plan Review: Review of the Administrative Draft, HMPC Draft, and Public Review Draft Local Hazard Mitigation Plan. Collection of electronic comments to be submitted to Michael Baker for incorporation into the LHMP, as appropriate.

Phase 4: Hazard Mitigation Plan Implementation and Maintenance Process

- City Council Adoption: Scheduling and coordination related to City Council adoption of the LHMP. Preparation of relevant staff reports and resolution.

Phase 5: Project Management and Project Closeout

- Biweekly Virtual Coordination Meetings: Ongoing coordination throughout the LHMP planning process.

SECTION 5: LIST OF SIMILAR SERVICES COMPLETED

Included below is a complete listing of Hazard Mitigation Plans produced and managed by **Project Manager Noelle Anderson** within the last three years.

Table 6: List of Similar Services Completed

CLIENT	PROJECT INFORMATION	CLIENT POINT OF CONTACT
City of San Clemente 910 Calle Negocio San Clemente, CA 92673	**Local Hazard Mitigation Plan** *(2024-2025)* Michael Baker prepared the Local Hazard Mitigation Plan update for the City of San Clemente. Outcome: Approved 2025	**Adam Atamian** Community Development atamiana@san-clemente.org (949) 361-6100
City of Yorba Linda 4845 Casa Loma Avenue Yorba Linda, CA 92886	**Local Hazard Mitigation Plan** *(2022-2023)* Michael Baker prepared the City of Yorba Linda's first Local Hazard Mitigation Plan. Outcome: Approved 2023	**Christopher Peña** Emergency Manager cpena@yorbalindaca.gov (714) 961-7118
City of Beverly Hills 455 N Rexford Drive Beverly Hills, CA 90210	**Local Hazard Mitigation Plan** *(2024-Ongoing)* Michael Baker is preparing the Local Hazard Mitigation Plan update for the City of Beverly Hills. Outcome: In Progress.	**Meena Janmohamed** Emergency Manager mjanmohamed@beverlyhills.org (310) 285-1025
City of Grand Terrace 22795 Barton Rd. Grand Terrace, CA 92313	**Local Hazard Mitigation Plan** *(2024-Ongoing)* Michael Baker is preparing the Local Hazard Mitigation Plan update for the City of Grand Terrace. Outcome: In Progress.	**Scott Hutter** Planning and Development Services Director shutter@grandterrace-ca.gov (909) 954-5176
City of Fullerton 312 E Commonwealth Ave Fullerton, CA 92832	**Local Hazard Mitigation Plan** *(2025-Ongoing)* Michael Baker is preparing the Local Hazard Mitigation Plan update for the City of Fullerton. Outcome: In Progress.	**Kristi Hofstetter Batiste** Emergency Manager Kristi.Hofstetterbatiste @fullertonfire.org (714) 681-0890
City of Seal Beach 911 Seal Beach Blvd Seal Beach, CA 90740	**Local Hazard Mitigation Plan** *(2024-Ongoing)* Michael Baker is preparing the Local Hazard Mitigation Plan update for the City of Seal Beach. Outcome: In Progress.	**Sergent Brian Gray** Emergency Services Coordinator bgray@sealbeachca.gov (562) 799-4100 x1145
City of South Gate 8620 California Avenue South Gate, CA 90280	**Local Hazard Mitigation Plan** *(2023-2024)* Michael Baker prepared the Local Hazard Mitigation Plan update for the City of South Gate. Outcome: Approved 2024.	**Captain Sergio Camacho** Emergency Manager scamacho@sogate.org (323) 563-5400
City of Culver City 9770 Culver Boulevard Culver City, CA 90232	**Multi-Jurisdiction Hazard Mitigation Plan** *(2023-2024)* Michael Baker prepared an update to the Culver City and Culver City Unified School District Multi-Jurisdictional Hazard Mitigation Plan (MJHMP). Outcome: Approved 2024.	**Joe Susca** Senior Management Public Works Analyst joe.susca@culvercity.org (310) 253-5636

AWARD WINNING HAZARD MITIGATION PLANS

Michael Baker has a distinguished track record of developing hazard mitigation plans recognized for excellence by leading professional organizations, including a recent award from the American Planning Association (APA) Orange Section. Through time-tested methodologies and a deep understanding of state and local requirements, Michael Baker consistently delivers high-quality, award-winning mitigation strategies that exceed client expectations and set the standard for hazard mitigation and resilience planning.

Michael Baker earned the **2025 American Planning Association Orange Section Merit Award in Resilience and Sustainability** for our work on the City of San Clemente's LHMP. The plan was produced and approved with remarkable speed, submitted to FEMA and accepted without corrections, and swiftly approved by both CalOES and FEMA in approximately four weeks. This efficiency, combined with the plan's inclusive engagement of vulnerable populations and innovative wildfire mitigation strategies, highlights Michael Baker's commitment to resilient, equitable planning and its ability to deliver high-quality work under tight timelines.

Michael Baker also received the **2024 American Planning Association Section Awar of Excellence for a Comprehensive Plan in a Small Jurisdiction** for our work on the Yorba Linda Local Hazard Mitigation Plan. The honored plan was the first in California to be approved under FEMA's updated 2023 guidelines, setting a precedent for future planning efforts statewide. This achievement reflects the firm's leadership in navigating evolving regulatory frameworks with precision and foresight. The award celebrates both the LHMP's technical excellence and its timely execution.



Above: City of San Clemente
Local Hazard Mitigation Plan
Resilience and Sustainability Award of Merit

Below: City of Yorba Linda
Local Hazard Mitigation Plan
Comprehensive Plan Award of Excellence

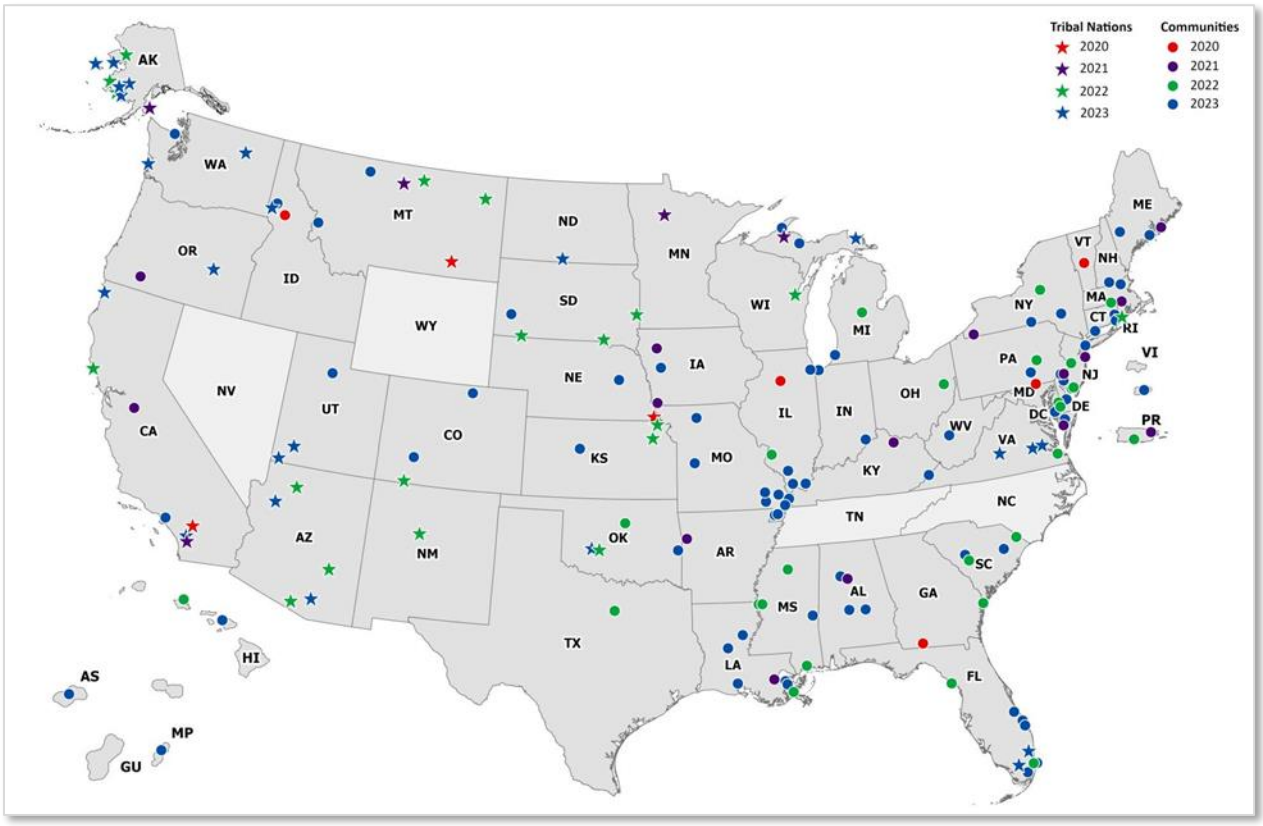


COMMUNITY ENGAGEMENT & RISK COMMUNICATION (CERC)

Michael Baker has enjoyed a close relationship with FEMA for over 40 years. Michael Baker is the managing partner of Resilience Action Partners, FEMA's Community Engagement and Risk Communication (CERC) contract provider and has executed more than 1,800+ multi-disciplinary projects nationally, including updates to State, Local, and Tribal guidance on Hazard Mitigation Plans (HMP), Funding and Implementation. Michael Baker draws on extensive national and international expertise in hazard mitigation to deliver award-winning local HMPs. By integrating national best practices with deep local insights, we provide tailored, effective solutions that strengthen community resilience.

In addition, the Michael Baker team includes staff support on the Building Resilient Infrastructure and Communities (BRIC) Direct Technical Assistance (DTA) initiative. DTA provides tailored support to communities and tribal nations that may not have the resources to begin climate resilience planning and project solution design on their own. In serving as extension of FEMA staff, the Michael Baker team provides holistic hazard mitigation planning and project support at early project stages to communities, tribal nations, and territories requesting assistance. The team engages with the community to further explore and better understand specific requests for technical assistance. Wide-ranging, non-financial support to BRIC DTA communities include climate risk assessments, community engagement, partnership building, and mitigation and climate adaptation planning. Support for BRIC DTA communities can range from pre-application activities to grant closeout. A country-wide summary of BRIC DTA communities and tribal nations in coordination with the Michael Baker team is included below.

Direct Technical Assistance provided across the country.



GOVERNMENT TECHNOLOGY AND PUBLIC SAFETY SOLUTIONS

Michael Baker International's GovTech vertical delivers transformative technology solutions that empower government agencies to operate more efficiently, securely, and responsively. Our team offers a robust portfolio of services that span public safety, digital government and tech-enabled solutions. These offerings are designed to modernize emergency response systems, streamline citizen services and enhance data-driven decision-making.

DATAMARK Technologies, a Michael Baker company, specializes in Next Generation 9-1-1 (NG9-1-1) solutions and geospatial intelligence for public safety. Our suite of technologies is purpose-built to improve emergency response accuracy, interoperability, and situational awareness. DATAMARK Technologies Public Safety Focus Areas include:

- ***NG9-1-1 Location Platform***: Enhances GIS data quality and streamlines call routing for emergency services.
- ***INSIDE™ Indoor Mapping***: Provides 2D/3D maps, CCTV integration, and real-time situational awareness for schools and public facilities.
- ***Location Information Server (LIS)***: Validates and delivers precise caller location data in NENA i3 format to 9-1-1 centers.
- ***DATAMARK VEP***: Cloud-native GIS platform for validating and provisioning location data aligned with NG9-1-1 standards.
- ***DataExchange (DX) and DataMark Editor (DME)***: SaaS tools for GIS data creation, editing, and validation.





SECTION 6: REFERENCES

Michael Baker produces local, multi-jurisdictional and state-wide hazard mitigation plans across the country. ***Included below is a selected list of client references for hazard mitigation plans lead by Michael Baker Project Manager Noelle Anderson with the same core team as included in this proposal.***

Table 7: References

CLIENT INFORMATION	PROJECT INFORMATION	KEY STAFF	FUNDING
Agency: City of Yorba Linda Christopher Peña Emergency Management cpena@yorbalindaca.gov (714) 961-7118	**Local Hazard Mitigation Plan** *(2022-2023)* Michael Baker prepared the City of Yorba Linda's first Local Hazard Mitigation Plan. Outcome: Approved 2023	Noelle Anderson Michael Yaffe Casey Marchese Audrey Tamayo	FEMA HMGP grant
Agency: City of San Clemente Adam Atamian Community Development atamiana@san-clemente.org (949) 361-6100	**Local Hazard Mitigation Plan** *(2024-2025)* Michael Baker prepared the Local Hazard Mitigation Plan update for the City of San Clemente. Outcome: Approved 2025	Noelle Anderson Michael Yaffe Casey Marchese Audrey Tamayo Jake Poland	City General Fund
Agency: City of Beverly Hills Meena Janmohamed Emergency Manager mjanmohamed@beverlyhills.org (310) 285-1025	**Local Hazard Mitigation Plan** *(2024-Ongoing)* Michael Baker is preparing the Local Hazard Mitigation Plan update for the City of Beverly Hills Outcome: In Progress.	Noelle Anderson Michael Yaffe Casey Marchese Audrey Tamayo Jake Poland	City General Fund

"MICHAEL BAKER'S COLLABORATIVE APPROACH, RESPONSIVENESS TO STAKEHOLDER INPUT, AND DEEP UNDERSTANDING OF HAZARD MITIGATION PLANNING WERE INSTRUMENTAL IN ACHIEVING PLAN APPROVALS... I **RECOMMEND THEIR SERVICES WITHOUT RESERVATION.**"

Christopher Peña, Emergency Manager - City of Yorba Linda



City of San Clemente
Community Development

Adam Atamian, Community Development Director
Phone: (949) 361-6196
atamiana@san-clemente.org

Tuesday, April 29, 2025

To Whom It May Concern,

I am pleased to write this letter of recommendation for Michael Baker International (MBI), who provided outstanding support and expertise during the development of the City of San Clemente's Local Hazard Mitigation Plan. Their professionalism, responsiveness, and high level of competence were evident throughout the entire process.

The MBI team consisting of Project Manager Noelle Anderson and Resilience Planner Jake Poland demonstrated an exceptional understanding of hazard mitigation planning requirements and processes, especially as they relate to local municipalities. They were not only knowledgeable, but also approachable and responsive—making collaboration smooth and efficient for the entire team that was involved on the City's side, including our partner agencies and external stakeholders. Noelle and Jake showed a clear commitment to both quality and timeliness. They maintained a consistent turnaround on each step of the process that included team meetings, community outreach events, updates, and revisions.

Most notably, the plan developed for the City of San Clemente by MBI was submitted to FEMA and accepted without any required corrections—an achievement that speaks volumes about the accuracy and completeness of their work. The review/approval of the plan was also granted very quickly by both CalOES and FEMA, underscoring the effectiveness and professionalism of their approach and work product.

I would not hesitate to recommend MBI to any municipality or organization seeking expert guidance on hazard mitigation planning or similar projects. Please feel free to contact me should you desire more specifics about the City's experience working with this great MBI team.

Sincerely,

Adam Atamian
Community Development Director

Community Development 910 Calle Negocio, San Clemente, CA 92673
http://san-clemente.org

SECTION 7: TERMS AND CONDITIONS OF THE RFP

MBI acknowledges the terms and conditions proposed in Section 10 of the RFP. Further detail regarding confirmation of terms and condition is included below.

Signed Submission of Proposals

This proposal is signed by Richard Beck, Office Executive/Vice President, who is legally authorized to bind Michael Baker International to the proposal and contracts. Upon request, the Michael Baker Team will provide documentation showing the authority of the officer singing the proposal to execute contracts on behalf of the corporation.

Late Submission of Proposals

The Michael Baker team understands submissions of proposals received after the due date and time specified in this RFP will not be considered.

Accuracy of Proposals; Withdrawal of Proposals

The Michael Baker team acknowledges the accuracy of proposals and withdrawal process.

Addendum to the RFP

The Michael Baker team acknowledges the Questions and Answers – Set 1 published on Planet Bids dated September 4, 2025.

Protest Procedures

The Michael Baker team acknowledges the protest procedures.

Disclaimers and Reservations of Rights

The Michael Baker team acknowledges the disclaimers and reservation of rights.

Notice Regarding Disclosure of Contents of Proposals

The Michael Baker team acknowledges the notice regarding disclosure of contents and proposals. No contents included in this proposal are defined as business or trade secrets that are exempt from disclosure; therefore, no content in this proposal is marked as “Trade Secret”, “Confidential” or “Proprietary”.

Proposal Validity Period

The Michael Baker team confirms that pricing, terms and conditions stated in this proposal remain valid for 120 days from the date of submission to the City.

Press Releases

The Michael Baker team acknowledges the City’s terms and conditions related to press releases.

Evaluation and Selection Processes

The Michael Baker team acknowledges the City’s evaluation and selection process.

Campaign Contributions

The Michael Baker team confirms to the best of our ability that no contributions have been made to individuals holding city elective office. The Michael Baker team does not propose the use of subcontractors, and therefore has not included the Subcontractor Contributions Acknowledgement Form.

Conflict of Interest

The Michael Baker team confirms to the best of our ability there are no conflicts of interest that would prohibit Michael Baker from participating in the selection process for this RFP. The Michael Baker team acknowledges the City's conflict of interest policy.

Permits and Licenses

The Michael Baker team acknowledges the City's terms and conditions for permits and licenses.

Pre-Contractual Expenses

The Michael Baker team acknowledges the City's terms and conditions for pre-contractual expenses.

Agreement to Conditions

The Michael Baker team appreciates the opportunity to review the City's Sample Agreement and Terms and Conditions in detail. While we are amenable to the form of agreement provided, we respectfully request consideration of a few targeted revisions outlined below. Text additions are shown in **double underline** and text redactions are shown in ~~**double strikeout**~~. These clarifications include the standard of care and inclusion of a waiver of consequential damages clause. We are confident that, as with our prior successful engagements with the City of West Covina, we can work collaboratively to finalize mutually agreeable contract terms that support a productive and transparent partnership.

Table 8: Agreement and Terms Revisions for Consideration

PROPOSED SAMPLE AGREEMENT REVISIONS	REASON FOR REQUEST
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 **applicable** 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.	Because laws between various agencies can be in conflict with one another, this clarification in Section 1.2 is requested. In the event of a conflict, the professional's duty under the standard of care is to comply with the higher, or applicable law. This change would make this clause consistent with Section 1.4.
1.3.Performance to ~~**Satisfaction of City**~~. Consultant agrees to perform all the work **under this Agreement in accordance with sound professional practices and the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar fields and circumstances**. ~~to the reasonable satisfaction of the City.~~ Evaluations of the work ~~will~~ may be conducted by the City Manager or his or her designee **to ensure compliance with these standards**. If the quality of work ~~**is not satisfactory**~~ **does not meet these professional standards**. City in its discretion has the right to…	Because the term satisfactory is subjective, we request to change this section for work being performed per Section 1.2 Professional Practices.
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**~~ **each party will be responsible for any costs and expenses** ~~**in the**~~ in order to exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.	Request each party would be responsible for their own cost.
NEW SECTION 6.28 Waiver of Consequential Damages. Neither Party shall be liable to the other for any special, incidental, indirect, exemplary, or consequential loss, damage, expense, or cost (including, without limitation, loss of use, revenue, income, profit, financing, business, and/or reputation) arising out of or relating in any way to the Agreement, Services or Project.	Due to circumstances outside the control of both contracting parties, we request the inclusion of this section into the agreement.

Piggybacking Option

The Michael Baker team respectfully decline participation in the piggybacking option. Pricing and terms outlined in our proposal are exclusive to the City and are not extended to other government agencies. FEMA policy under the current administration is constantly evolving, which may affect future pricing structures at the time quotes or services are requested.

Examination of Locations and Specifications

The Michael Baker team acknowledges the terms and conditions examination of locations and specifications.

Debarment and Suspension Verification

The Michael Baker team confirms the search results via SAM.gov through a printout of the search results that includes the record date as included in Attachment C. Registration status is listed as Active Registration.

Insurance Requirements

Michael Baker confirms compliance with all insurance requirements included in Sample Agreement Section 5, Insurance. Per Section 5.4, Michael Baker confirms our team's willingness and ability to provide certificates of insurance showing insurance coverage and required endorsements. Michael Baker understands the City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Evidence of insurance is included as Attachment F.

SECTION 8: FORMS

- Attachment A – Statement of Non-Collusion by Contractor
- Attachment B – Subcontractor Campaign Contribution Acknowledgement Form

  NOTE: Michael Baker does not propose the use of a subcontractor as part of this contract. Therefore, the Subcontractor Campaign Contribution Acknowledgement Form was not applicable, and has been excluded from this section.

- Attachment C – SAM.gov Debarment and Suspension Verification
- Attachment D – Fee Schedule
- Attachment F – Certificate of Insurance

  Note: Michael Baker confirms compliance with all insurance requirements included in Sample Agreement Section 5, Insurance. Per Section 5.4, Michael Baker confirms our team's willingness and ability to provide certificates of insurance showing insurance coverage and required endorsements. Michael Baker understands the City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Evidence of insurance is included as Attachment F.

- Attachment G – W-9

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 Principal in Charge of Michael Baker International, 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 9-18-2025 [date], at Santa Ana, California [city, state].

Firm Michael Baker International

Richard Beck
(Signature)

Richard Beck, Principal in Charge
(Print Name & Title)

Street 5 Hutton Centre Dr., Suite #500

City Santa Ana State CA Zip 92707

ATTACHMENT C – SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

Last updated by Denise McNamara on Nov 12, 2024 at 03:56 PM *MICHAEL BAKER INTERNATIONAL, INC.*

SAM.GOV®

MICHAEL BAKER INTERNATIONAL, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
QCP9FHXUYUF6	**7EZ77**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Nov 12, 2025**	
Physical Address	Mailing Address	
500 Grant ST STE 5400 **Pittsburgh, Pennsylvania 15219-2523** **United States**	**500 Grant ST** **Suite 5400** **Pittsburgh, Pennsylvania 15219-2523** **United States**	

Business Information

Doing Business as	Division Name	Division Number
MICHAEL BAKER	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Pennsylvania 12	**Pennsylvania / United States**	**www.mbakerintl.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Nov 20, 2024	**Nov 12, 2024**	**Jul 27, 2015**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Apr 28, 1972	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
094F1	**MICHAEL BAKER INTERNATIONAL HOLDCO CORPORATION**

Highest Level Owner

CAGE	Legal Business Name
79LC5	**DC CAPITAL GLOBAL, LLC**

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

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

Profit Structure

Sep 12, 2025 03:14:35 PM GMT
https://sam.gov/entity/QCP9FHXUYUF6/coreData?status=null *Page 1 of 3*

For Profit Organization

Socio-Economic Types

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

Financial Information

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

EFT Indicator	CAGE Code
0000	**7EZ77**

Points of Contact

Electronic Business

Denise McNamara
500 Grant ST STE 5400
Suite 5400
Pittsburgh, Pennsylvania 15219
United States

Raymond Shrift
500 Grant Street
Pittsburgh, Pennsylvania 15219
United States

Government Business

Denise McNamara
500 Grant ST STE 5400
Suite 5400
Pittsburgh, Pennsylvania 15219
United States

Craig Duppstadt
500 Grant Street
Suite 5400
Pittsburgh, Pennsylvania 15219
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	524298	**All Other Insurance Related Activities**
	541310	**Architectural Services**
	541320	**Landscape Architectural Services**
	541340	**Drafting Services**
	541350	**Building Inspection Services**
	541360	**Geophysical Surveying And Mapping Services**
	541370	**Surveying And Mapping (Except Geophysical) Services**
	541410	**Interior Design Services**
	541511	**Custom Computer Programming Services**
	541512	**Computer Systems Design Services**
	541513	**Computer Facilities Management Services**
	541519	**Other Computer Related Services**
	541611	**Administrative Management And General Management Consulting Services**
	541618	**Other Management Consulting Services**
	541620	**Environmental Consulting Services**
	541690	**Other Scientific And Technical Consulting Services**
	541715	**Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)**

541990	**All Other Professional, Scientific, And Technical Services**
561210	**Facilities Support Services**
562910	**Remediation Services**
924110	**Administration Of Air And Water Resource And Solid Waste Management Programs**

Product and Service Codes

PSC	PSC Name
C211	**Architect And Engineering- General: Landscaping, Interior Layout, And Designing**
C219	**Architect And Engineering- General: Other**

Disaster Response

This entity does not appear in the disaster response registry.

ATTACHMENT D - FEE PROPOSAL

Michael Baker INTERNATIONAL

Request for Local Hazard Mitigation Plan Preparation Services, RFP 2026-004
City of West Covina, California
September 18, 2025

Total Budget by Staff Member

	Project Manager Noelle Anderson $195	Principal/QAQC Richard Beck Niek Veraart Michael Yaffe $300	Senior Planner Valerie Clark Jessica Jahre Brittany Dremluk $175	Associate Planner Casey Marchese Jennifer Gutierrez $135	Assistant Planner Jake Poland Audrey Tamayo $120	GIS Analyst Jeffrey Karmazin $120	Other Direct Costs	Total Hours	Total Cost
PHASE ONE: LHMP PLANNING/DEVELOPMENT PROCESS AND ORGANIZE RESOURCES									**$52,300**
Task 1.1 In-Person Kick-Off Meeting	6	6			16			28	$4,890
Task 1.2 Organize Hazard Mitigation Planning Committee			2	4	4			10	$1,370
Task 1.3 Public Meetings and Digital Outreach									
LHMP Visual Branding and Style Guide	2	4	6	8	8	4		32	$5,160
Three (3) In-Person Public Workshops	16	2	12	24	24	4	$2,000	82	$14,420
Two (2) In-Person Outreach Pop-Up Booths	10	2	10	16	16	8	$2,000	62	$11,340
Two (2) In-Person Meetings to Discuss Confidential Critical Infrastructure	8	2	8	8	8	8	$200	42	$6,760
Community Survey	2			8	8			18	$2,430
Web Content and Graphics	4			8	8	4		24	$3,300
Task 1.4 Outreach Process Documentation			2	8	10			20	$2,630
PHASE TWO: THREAT AND IDENTIFICATION RISK ASSESSMENT									**$34,560**
Task 2.1 Hazard Identification and Profiles	4	2	8	24	32			70	$9,860
Task 2.2 Hazard and Critical Infrastructure Mapping	4	4	8	8	12	40		76	$10,700
Task 2.3 Vulnerability Assessment	4	4	4	8	16	40		76	$10,480
Task 2.4 Capability Assessment	4		4	8	8			24	$3,520
PHASE THREE: HAZARD MITIGATION STRATEGY									**$40,040**
Task 3.1 Develop Mitigation Goals			2	4	8			14	$1,850
Task 3.2 Develop Comprehensive Range of Mitigation Actions	8	4	12	16	24			64	$9,900
Task 3.3 Prepare Draft Local Hazard Mitigation Plan									
Administrative Draft Local Hazard Mitigation Plan	10	4	10	20	24	4		72	$10,960
HMPC Draft Local Hazard Mitigation Plan	4	4	10	20	20	4		62	$9,310
Public Review Draft Local Hazard Mitigation Plan	4	4	10	14	16	4		52	$8,020
PHASE FOUR: HAZARD MITIGATION PLAN IMPLEMENTATION AND MAINTENANCE PROCESS									**$12,390**
Task 4.1 Monitoring, Evaluating, and Updating			2		2			4	$590
Task 4.2 Incorporation into Existing Planning Mechanisms			2		2			4	$590
Task 4.3 Implementation Schedule			2		2			4	$590
Task 4.4 Continued Public Involvement			2		2			4	$590
Task 4.5 Final Plan Approvals and Adoption									
LHMP Submittal to Cal OES and FEMA	10	4			12			26	$4,590
City Council Adoption	20				12		$100	32	$5,440
PHASE FIVE: PROJECT MANAGEMENT AND PROJECT CLOSE OUT									**$10,710**
Task 5.1 Biweekly Virtual Coordination Meetings	10	3	10		20			43	$7,000
Task 5.2 Project Closeout, Printed Deliverables and File Transfer			4	6	4	6	$1,000	20	$3,710
TOTAL HOURS	**130**	**49**	**130**	**212**	**318**	**126**		**965**	
LABOR COSTS BY TASK	$25,350	$14,700	$22,750	$28,620	$38,160	$15,120			
								TOTAL COST	**$150,000**

ATTACHMENT F – CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 09/03/2025

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

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

PRODUCER Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American Guarantee & Liability Ins Co	26247
INSURER B:	Zurich American Ins Co	16535
INSURER C:	Allied World Surplus Lines Insurance Co	24319
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Michael Baker International, Inc.
500 Grant St, Suite 5400
Pittsburgh PA 15219 USA

COVERAGES CERTIFICATE NUMBER: 570115241586 REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			GLO419728104	08/30/2025	08/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR/Deductible	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $250,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BAP 4197284-04	08/30/2025	08/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$2,000,000 $250,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			AUC053258207	08/30/2025	08/30/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N / N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC419728204 AOS WC419728504 WI	08/30/2025 08/30/2025	08/30/2026 08/30/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2025	08/30/2026	Per Claim Aggregate SIR/Deductible	$5,000,000 $5,000,000 $200,000

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

Evidence of Insurance.

Holder Identifier :

Certificate No : 570115241586

CERTIFICATE HOLDER

Michael Baker International, Inc.
500 Grant Street
Suite 5400
Pittsburgh PA 15219 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

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ATTACHMENT G – W-9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Michael Baker International Inc.

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

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

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 515714

Requester's name and address (optional)

6 City, state, and ZIP code

Los Angeles, CA 90051-5195

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	5	–	1	2	2	8	6	3	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** Gregory Smay **Date** 01/08/2025

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

ATTACHMENT NO. 3

CONSTANT ASSOCIATES, INC.
21250 Hawthorne Blvd., Suite 400, Torrance, CA 90503
1800 Diagonal Rd., Suite 600, Alexandria, VA 22314
www.ConstantAssociates.com

CONSTANT ASSOCIATES



CITY OF WEST COVINA

LOCAL HAZARD MITIGATION PLAN PREPARATION SERVICES

RESPONSE TO RFP NO. 2026-004

Proposal Due Date: September 18, 2025 at 5:00pm

Resilience is CONSTANT™

Virginia: 1800 Diagonal Rd.,
Suite 600,
Alexandria, VA 22314
Los Angeles: 21250 Hawthorne Blvd.,
Suite 400
Torrance, CA 90503

Telephone: (800) 745-3057
Facsimile: (310) 347-4389
www.constantassociates.com/
www.linkedin.com/company/constantassociates

Cover Letter

September 18, 2025

Jazmin Hernandez, Purchasing Manager
jhernandez@westcovina.org, (626) 939-8705
RE: RFP# 2026-004 Local Hazard Mitigation Plan (LHMP) Preparation Services
Dear Jazmin Hernandez and the City of West Covina Evaluation Team,

Constant and Associates, Inc. ("CONSTANT") appreciates the opportunity to submit this proposal to prepare the City of West Covina's LHMP. CONSTANT is an award-winning and highly reputable emergency management consulting firm with an office in Torrance.

Our proposal explains our **expertise in crafting Federal Emergency Management Agency (FEMA) and California Governor's Office of Emergency Services (Cal OES)-approved LHMPs**. Mitigation planning is a core service of our business, and we bring exceptional experience and qualifications.

FEMA's LHMP guidance, stipulated by the *Local Mitigation Planning Policy Guide* and *Local Mitigation Planning Handbook*, spotlights key factors for LHMPs. Since its update in 2022, implementation in 2023, and most recent update on April 11, 2025, many contractors and jurisdictions have struggled to seamlessly integrate these requirements within the planning process. To proactively address and implement requirements, **CONSTANT has established key relationships with Cal OES and FEMA Region IX** contacts who we have continuous outreach to, including recent attendance at both the 2024 and 2025 Cal OES Hazard Mitigation Training for Contractors and a follow up training in May at the California Emergency Services Association (CESA) Conference. Additionally, we have built best practices for hazard analysis, mitigation strategies, and FEMA and Cal OES approval processes. Finally, we bring **expertise in California-specific legislation,** including Assembly Bill (AB) 2140 and Senate Bill (SB) 379. Collectively, these qualifications enable us to structure the City's LHMP to align with the requirements for approved plans stipulated by the Plan Review Tool (PRT) and provide us with **first-hand knowledge of how to navigate evolving changes to hazard mitigation programs.**

Cal OES has provided guidance to local municipalities on the complexities of the LHMP process and the corresponding funding levels necessary to optimize outcomes. Based on our understanding, when contractors are selected at significantly lower dollar amounts than the available funding, the resulting LHMPs tend to be of reduced quality. This often leads to substantial revisions requested by Cal OES and delays in the approval timeline.

As such, based on our success with similar projects, CONSTANT represents a low-risk, high-value solution. I am authorized to bind CONSTANT to all commitments made and attest that information submitted is true and correct. Please contact Nicole Christensen, Lead Proposal Writer, at nicole@constantassociates.com for questions during proposal evaluation. CONSTANT has not received addenda but received answers to questions. We meet all eligibility requirements, and the proposal shall remain valid for 120 days.

Michelle Constant, MBA, Chief Executive Officer, **CONSTANT AND ASSOCIATES, INC.**
D: (424) 320-2582 | E: michelle@constantassociates.com

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Project Summary

Understanding

West Covina, located in the eastern San Gabriel Valley, covers 16 square miles and serves as home to slightly over 110,000 residents. Compared with both the broader U.S. and the State of California, West Covina faces a very high risk index according to the Federal Emergency Management Agency (FEMA) National Risk Index. The City cannot afford to adopt a "cookie-cutter" plan that merely ticks boxes. Rather, it requires a Local Hazard Mitigation Plan (LHMP) that identifies disaster risks and vulnerabilities, contains thoughtful strategies to protect people, property, and the environment, and ultimately enables the City and its partners to strategically invest resources toward implementing activities to mitigate hazard-related losses.

West Covina understands the importance of mitigation as an investment in risk reduction through the development of a FEMA and California Governor's Office of Emergency Services (Cal OES) approved LHMP. The City seeks support of a trusted contractor who will develop the LHMP in a way that reflects changes in development, hazards, and regulatory requirements while also strengthening the community and building partnerships. CONSTANT's approach reflects FEMA and Cal OES requirements and prior experience developing and updating LHMPs across California, integrates our knowledge of the nuances of West Covina's community, encourages community engagement strategies to support Whole Community resilience, and ultimately seeks to position the City with a realistic mitigation strategy. The LHMP development process will include engagement with the City, local special districts, public and private agencies, and other stakeholders invited to participate in the plan development process. We describe our approach to developing the City's LHMP in accordance with the elements stipulated by *Local Mitigation Planning Policy Guide*.

CONSTANT is adept at using FEMA's *Local Mitigation Planning Guide* and the Plan Review Tool (PRT) to craft an LHMP that is compliant with the Stafford Act, the Disaster Mitigation Act (DMA), and the requirements under 44 Code of Federal Regulations (CFR) Part 201, §201.6, Part 60, 60.3, Part 77, and Part 206 Subpart N, and other applicable State (e.g., Government Code section 65302, Assembly Bill (AB) 2140, Senate Bill (SB) 379, SB 1000, SB 1241, AB 162) and Federal requirements and guidance. Below, we further detail our approach features and their benefits for the City of West Covina.

Table 1. Our approach provides benefits to the City of West Covina whilst reducing risk of unsuccessful performance.

Features of CONSTANT's Approach	Benefits to the City of West Covina
CONSTANT brings **expertise in public input processes.** Our Public Involvement Strategy is based on **Cal OES and FEMA feedback**, and includes public workshops, accessible materials, public attendance at Hazard Mitigation Planning Committee (HMPC) Meetings, surveys, and public review.	West Covina gets **engagement strategies** that reflect the specific needs of City stakeholders and community, and go beyond baseline requirements. The strategy is a value-added deliverable that ensures **compliance with all public outreach requirements.**

Features of CONSTANT's Approach	Benefits to the City of West Covina
CONSTANT has current and past experience developing and updating LHMPs and Multi-Jurisdictional Hazard Mitigation Plans (MJHMPs), including **approved plans under the new FEMA HMP guidelines.** Executive Sponsor Mona Bontty is a Los Angeles County resident.	West Covina gains a partner who ensures federal and California-specific regulatory compliance and brings expertise in Los Angeles County hazards and communities, **expediting plan development and approval**.
CONSTANT's expansive corporate and staff experience developing other emergency management plans supports **holistic LHMPs across Community Lifelines.**	Our depth of knowledge ensures that the LHMP incorporates related plans. **The LHMP will not operate in a vacuum,** as our staff will ensure planning for enhanced community resilience.
CONSTANT implements **project communication and commitment to client satisfaction** through our process. Development of the LHMP will be **a priority project for CONSTANT.**	We offer tailored attention to West Covina's needs and concerns, which ensures our unparalleled ability to pivot and **adjust to requirements stipulated by the City, Cal OES, or FEMA.**
CONSTANT provides rigorous Quality Assurance Quality Control (QAQC) practices for every deliverable. We develop iterative drafts of LHMP content for continuous review by the City, the HMPC, the public, Cal OES, and FEMA. We work **with Cal OES** to vet planning concepts to **expedite plan approval.**	CONSTANT ensures that the contents of the LHMP are expertly organized within the final plan and that the LHMP's structure is approved by West Covina and consistent with Cal OES and FEMA requirements prior to continued LHMP drafting. The City of West Covina receives superior quality deliverables that require less time to review.
CONSTANT's relationship with Cal OES means that we stay consistently abreast of changes to the hazard mitigation program.	CONSTANT will **adjust our approach real-time** to be consistent with updates to the *Local Mitigation Planning Policy Guide*.

CONSTANT will develop West Covina's LHMP in accordance with the eight (8) elements stipulated by *Local Mitigation Planning Policy Guide,* including:

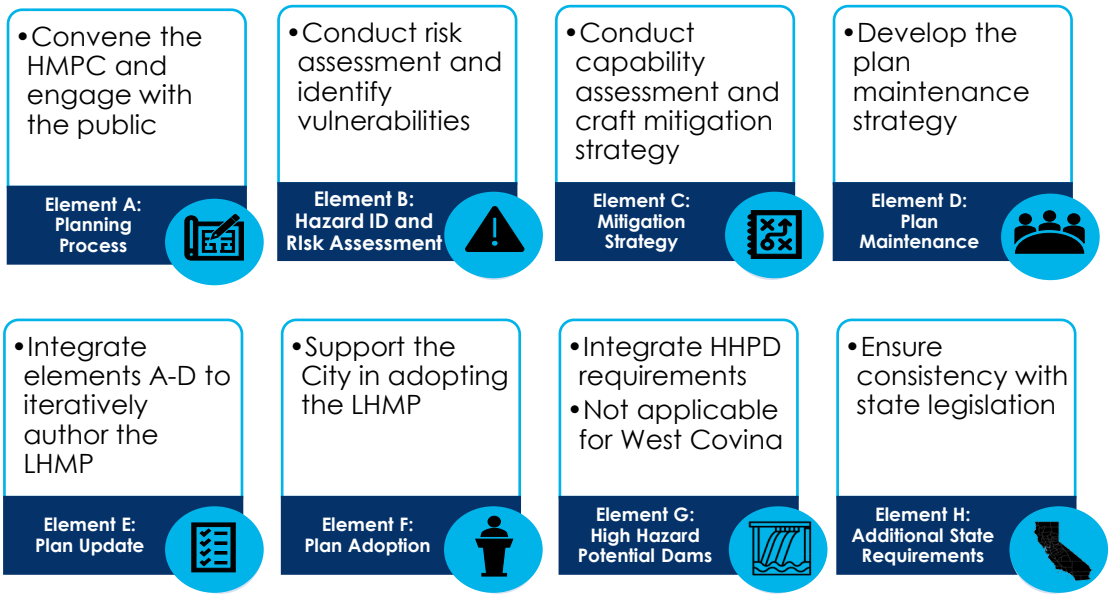


Figure 1. CONSTANT's LHMP development process is consistent with FEMA guidance.

This process, detailed on the following pages, will meet requirements for:

- CFR § 201.6
- DMA 2000
- Stafford Act
- National Flood Insurance Act
- FEMA's Hazard Mitigation Grant Program (HMGP)
- Flood Mitigation Assistance Program
- Severe Repetitive Loss Program
- Pre-Disaster Mitigation Grant Program
- AB 2140, SB 379, 747, and 1000

CONSTANT understands that the City has recommended four (4) phases to accomplish the scope of services. We align our process with FEMA's core elements A-H described within the *Local Mitigation Planning Policy Guide* and detailed above. We crosswalk the City's four phases to the FEMA core elements below to show that our approach, described in Methodology Summary, aligns with what is sought by the City.

Table 2. CONSTANT crosswalks the four (4) phases detailed in the City's proposal with FEMA's core elements for local hazard mitigation planning requirements.

Phases Outlined in the City's RFP	Alignment to FEMA Elements
Phase One: LHMP Planning/Development Process and Organize Resources	• Element A: Planning Process
Phase Two: Threat and Hazard Identification Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment)	• Element B: Risk Assessment
Phase Three: Hazard Mitigation Strategy	• Element C: Mitigation Strategy • Element E: Plan Update
Phase Four: Hazard Mitigation Plan Implementation and Maintenance Process	• Element D: Plan Maintenance • Element E: Plan Update • Element F: Plan Adoption • Element H: Additional State Requirements

Methodology Summary

Project Approach

CONSTANT describes our project approach on the following pages, beginning with a description of our project management processes and progressing through FEMA's elements A-H stipulated by *Local Mitigation Planning Policy Guide*.

Project Management

CONSTANT is committed to providing the City with a coordinated team for this project. Our staff will use a project management approach that emphasizes applying knowledge, skills, tools, and best practices to LHMP development to exceed customer expectations. Our project management processes provide a direct link between the CONSTANT Project Manager (PM) and the City PM and are inclusive of the following elements, which will be embedded in the Project Management Plan (PMP).



Figure 2. CONSTANT's project management process is inclusive of multiple elements.

Project Management Plan

CONSTANT has perfected our management approach, creating a strategy for success for each project, our PMP. As per the Project Management Institute, the PMP will serve as our "road map," capturing the project end-to-end. Our PMP includes the project work plan, communication strategies, risk mitigation plan, and the like. Information from the PMP will also be available electronically via SharePoint.

Quality Assurance and Quality Control Plan

CONSTANT will ensure that all deliverables provided for this effort align with the City's standards. Our QAQC Plan will be implemented at the deliverable level by our staff to address technical requirements, project reporting channels, and schedules and milestones. Performance standards for timeliness, content, professional quality, technical accuracy, data quality, logistics, and data management will be incorporated, and we will remain ready for Government inspection. This plan translates corporate-approved overarching QAQC policies into specific procedures to enable CONSTANT team project personnel to consistently deliver quality services and products.

Project Management Tools

CONSTANT proposes the following management tools for use throughout the project, however all elements can be modified at the discretion of the City of West Covina:

Table 3. CONSTANT will leverage the following project communication and management tools.

Tool/Method	Description
Microsoft SharePoint and Teams	• SharePoint serves as a communications tool and document share to allow for efficient document management. The site provides access

Tool/Method	Description
	to document versions and allows visibility into project status at any time. We also use SharePoint and Planner to track tasks. • CONSTANT traditionally uses Teams for virtual meetings, but also has access to other systems such as Zoom or Google Meet.
Unanet	• Unanet supports budget management and invoicing. The system tracks timekeeping, expenses, and budgets. All CONSTANT team members are required to complete daily timesheets, coding their time to respective projects that are submitted bi-weekly (every other week) for manager approval and processing.
Bi-Weekly Project Meetings	• CONSTANT will meet bi-weekly (every other week) with the City of West Covina PM to maintain open lines of communication and to ensure schedule, cost, and other program goals are achieved.
Monthly Status Reports	• Monthly, electronically delivered status reports will be crafted to accompany discussions during the project meetings that provide a summary of accomplishments, risks, and needs.
Meeting Minutes	• CONSTANT will distribute minutes within three (3) business days of each formal event. The meeting minutes will also include a list of action items as a result of the meeting.
Project Calendar	• The calendar within the PMP will include all key meeting dates, deliverable due dates, and target reviewers.
Internal Meetings	• CONSTANT's team will meet internally to manage deliverables.
Secure Client Approval	• CONSTANT will ensure that the West Covina PM reviews and approves all documentation prior to distribution and presentation.
Closeout Report	• A final report will summarize the project and next steps.

Following implementation of project management processes, CONSTANT will begin to facilitate the LHMP process through FEMA's Elements A-H. From the beginning, we engage Cal OES's Hazard Mitigation Planning Division to vet planning concepts to expedite plan approval. We set up a shared folder and frequently ask questions to learn more about their expectations as we begin the project. This sets us up for a successful review near the end of the project where we have already field tested/validated our approach during the planning process. This ensures there are no surprises when they receive the plan for review and gives us a benefit of getting our plan near the top of the review list and having the plan be easily approved in an expedited timeline.

Element A: Planning Process



Building from project management processes, CONSTANT will identify activities that will be used throughout the effort. This task includes developing a process for crafting the LHMP according to FEMA's *Local Mitigation Planning Policy Guide* and the PRT, establishing the Project Management Team and the HMPC, conducting HMPC meetings, documenting the planning process, and executing the Public Outreach Strategy.

Organize Personnel Resources

The planning process requires consistent communication and coordination between the City and CONSTANT, oversight from the HMPC, and engagement with stakeholders and

the public. Below, we identify how the Project Management Teams, HMPC, and community will participate in the LHMP process.

Table 4. Our approach engages a diverse team of stakeholders as informed by FEMA guidelines.

Role of West Covina's LHMP Stakeholders	
CONSTANT/City Project Management Teams • **Composition:** CONSTANT's Executive Sponsor, PM, and Deputy PM and the City PM • **Role:** Guide the planning, implementation, and tracking of the LHMP process, including defining scope, determining resources, maintaining a project schedule, and serving as point of contacts • **Meetings:** Project Management Kickoff Meeting and Bi-Weekly Project Management Meetings • **Responsibilities:** Coordinate CONSTANT and West Covina engagement in the project, facilitate data collection and document review, and lead community engagement and LHMP adoption	**HMPC** • **Composition:** Participating City departments with review and approval responsibilities, stakeholders with assets in the area, private agencies, neighboring jurisdictions, community leaders, elected officials, non-profits, religious institutions, etc., representing a whole community approach • **Role:** Provide guidance, feedback, and local insights on needs, structures, recent events, and relationships • **Meetings:** Series of HMPC Meetings • **Responsibilities:** Participate in the planning process, attend meetings, and provide data, solicit community input, provide input on how threats and risks differ across the planning area, identify new/proposed mitigation projects, review LHMP drafts, and support implementation of mitigation projects
West Covina Community Members • **Role:** Provide insight and local perspective into community mitigation concerns and priorities, and knowledge of the local population • **Responsibilities:** Attend HMPC Meetings and public outreach meetings, respond to surveys, and review the LHMP draft	**Non-HMPC City Stakeholders** • **Role:** Participate in the planning process across Community Lifelines as individuals or groups who can implement or be affected by mitigation strategies • **Responsibilities:** Remain apprised of LHMP milestones and participate in the planning process

Project Management Kickoff Meeting

The City and CONSTANT Project Management Teams will conduct a virtual Project Kickoff Meeting to confirm that project is underway, seek concurrence on the scope of the West Covina LHMP, present a draft PMP and QAQC Plan, identify key stakeholders for the HMPC, and review the proposed timeline for completing major deliverables.

Establishing Necessary Personnel Resources and the HMPC

A key outcome of the Project Management Kickoff Meeting will involve the identification of the HMPC. CONSTANT will work with the West Covina PM to identify the HMPC and solicit participation. Once all parties have responded to the invitation, CONSTANT will create a contact roster of HMPC members and other non-member stakeholders who will be engaged. This broader list of stakeholders will be kept informed and offered the

opportunity to provide input and will include external organizations who are necessary to ensure the accuracy and completeness of the LHMP.

Engaging the HMPC

The HMPC will drive the LHMP development through a series of facilitated meetings. The HMPC will participate in the planning process, provide data, solicit input from their community, provide information on how threats and risks differ across the planning area, identify new/proposed mitigation projects, review LHMP drafts, coordinate formal adoption of the LHMP, and manage the implementation of mitigation projects.

Our approach emphasizes early, effective engagement with the HMPC to ensure compliance with FEMA regulations. Committing additional resources to organizing the HMPC and other required resources prevents challenges further in the process.

CONSTANT will provide the following for each HMPC Meeting to ensure we have the proper documentation related to who led the development of the LHMP at the staff level and who provided information for the LHMP and reviewed drafts.

Table 5. CONSTANT provides materials for each HMPC Meeting.

HMPC Meeting Support		
Before the Meeting	*During the Meeting*	*After the Meeting*
• Read ahead materials • Outreach • Video call coordination • RSVP management • Brief of new members • Materials for comment	• Agenda • Attendee tracking • Facilitation notes • Materials for review • Reference documents • Signage	• Meeting minutes • Timely completion and follow-up of action items • Host offline conservations to forward deliverables

HMPC Meetings

We will organize and conduct a series of meetings for the HMPC, which will formally begin the LHMP development process. We recommend the following meetings held in a mix of in-person and virtual formats:

Table 6. CONSTANT's meetings will cover the following topics.

HMPC Meeting Schedule	
Meeting and Format	*Purpose*
HMPC Kickoff Meeting (In-Person)	• Begin the LHMP development process and introduce CONSTANT • Establish expectations, ensure that the HMPC understands the LHMP process • Request current City guidance, reference documents, planning efforts, and points of contact to inform the LHMP • Socialize understanding of requirements for public outreach • Identify potential natural hazards to be assessed by the LHMP • Develop mitigation goals
HMPC Meeting #2 (Virtual)	• Solidify and present hazards of prime concern • Self-evaluate how stakeholders implemented mitigation projects and reduced risks during the prior LHMP process

HMPC Meeting Schedule	
Meeting and Format	*Purpose*
	• Describe a risk assessment for each hazard of prime concern • Define critical facilities and infrastructure for the City of West Covina
HMPC Meeting #3 (Virtual)	• Approve risk assessment findings • Complete capability assessments for hazards of prime concern • Identify potential mitigation goals, actions, and action plan • Brief HMA grant program eligibility
HMPC Meeting #4 (In-Person)	• Complete project prioritization and risk analysis • Solidify holistic mitigation strategy • Discuss next steps, including the public review period, plan adoption, and submission to Cal OES and FEMA Region IX

CONSTANT will continue to engage the HMPC beyond the HMPC meetings to review sections and drafts of the LHMP and solicit any data or information gaps.

Public Outreach Strategy

Involving the public and the communities that reside in West Covina is a substantial component of the LHMP planning process per 44 CFR 201.6. The increase in public involvement for LHMPs is a critical reason FEMA and Cal OES have requested revisions under the new guidelines. **We note that guidance is evolving real-time, including update to the *Local Mitigation Policy Guide* waiving certain requirements for plan approval. Our approach will be adjusted as required to align with the most up-to-date information.**

CONSTANT has developed Public Outreach Strategy Checklists to expedite and simplify the public involvement process and ensure compliance. Successful engagement achieves multiple objectives, including discerning the public's perception of risk and vulnerability associated with natural hazards and identifying mitigation actions that would be championed and supported. CONSTANT proposes a collaborative engagement approach, working with the HMPC to develop a strategy that both informs and provides platforms for input:

- **Public participation in HMPC Meetings:** Per the Ralph M. Brown Act, the public must be invited to attend HMPC Meetings. Virtual attendance options will be provided via links, and we will work with the City to notify area community centers to allow them to facilitate participation for those who lack internet access.
- **Public outreach meetings:** CONSTANT will host five (5) in-person public outreach meetings. The first three (3) public meetings will be used to introduce the public to the LHMP, educate the public on the LHMP process, and identify community concerns and the final two (2) public meetings will be used to review the draft LHMP. If possible, the public outreach meetings should be scheduled alongside other community events. All public outreach meetings will include translated materials to Spanish. It is our understanding per the Questions and Answers that live interpretation is not required.
- **Survey:** The survey provides an opportunity for the community to participate in the planning process. It will be posted on West Covina's website to elicit participation and be designed so that we can better understand the public's hazard concerns

and integrate them within mitigation activities. It will be conducted using SurveyMonkey, and will include multiple-choice and open-ended questions.

- **Social media and web content:** CONSTANT suggests that the City sponsors a webpage to centralize LHMP information. We will develop web content for the website and social media that will include fact sheets, digital forms, public notices, and press releases and links to the survey and public review LHMP.
- **Print assets:** CONSTANT recommends that collateral is printed by the City to promote public participation by those who lack internet access. These materials should be posted in high traffic locations to meet a larger audience. We recommend that the HMPC works with community organizations to support distribution.
- **Engaging the Whole Community:** CONSTANT will define Whole Community targets within West Covina, along with identifying traits that render individuals more susceptible to natural hazards. We will use open-source tools, like the Centers for Disease Control and Prevention's Social Vulnerability Index, and data collected from the HMPC to inform whole community profiles to identify potential barriers to public outreach and ways to overcome these.

Documenting the Planning Process

The West Covina LHMP will document the development process. Included in the LHMP will be a narrative of actions taken to prepare the plan, an outline of HMPC meetings, including agendas and minutes, a public outreach log, a delineation of participants involved in plan development, the strategies undertaken to coordinate the LHMP with existing plans, and a summary of the public involvement strategy.

Element B: Risk Assessment

Following the coordination of the LHMP planning and development process, the establishment of the HMPC, and initiation of public outreach, CONSTANT will produce a detailed risk assessment. The risk assessment serves as a foundational requirement of the LHMP and includes identifying and developing concise profiles of potential hazards, analyzing each hazard with respect to community assets and potential impacts, and crafting a vulnerability assessment.



Figure 3. CONSTANT's Risk Assessment process is inclusive of several elements.

Hazard Identification and Profiles

Following review of the prior West Covina LHMP, General Plan, and Municipal Code, the California State HMP, the Los Angeles County HMP, and receipt of data collection tool worksheets, CONSTANT will identify relevant natural hazards to address in the LHMP. We will use information available from agencies such as the National Weather Service (NWS), the U.S. Geological Survey (USGS), the National Weather Service Drought Monitor, the National Oceanic and Atmospheric Administration (NOAA) Areal Locations of Hazardous Atmospheres, NOAA Sea Level Rise and Coastal Flooding Viewer, U.S. Army Corps of

Engineers (USACE), FEMA, Cal OES, and Cal Fire. FEMA's *Local Mitigation Planning Policy Guide* requires considering the probability of future hazard events and plan impacts to reflect changes in development, and changes in extreme weather are currently facilitating strengthened frequency and extremity of several hazards. The plan must include data validation for each hazard, which means that the requirements for hazard identification and profiling are a significant effort for HMPC members and CONSTANT.

Hazards that are identified will include those originating from natural disasters, climate change, and geologic hazards. It is our understanding that the City potentially desires examination of additional human-caused hazards, such as cyber and technology hazards. However, FEMA's hazard mitigation criteria and guidance only focuses on natural hazards and there is not mitigation funding tied to human-caused hazards. All other hazards should be evaluated in separate plans.

This task will also include developing concise hazard profiles, noting their type, location, extent, previous occurrences, future probability, community vulnerability, and regulatory environment as required by the DMA 2000. We will also include analysis of how hazards will impact members of the community with access and functional needs (AFN).

CONSTANT will collaborate with the HMPC to finalize its hazard list, conduct preliminary hazard prioritization, and begin development of the risk assessment. CONSTANT will use current or recent risk assessments as the baselines to describe each hazard. This includes:

- Considering concise descriptions of natural hazards, including their location, extent, previous occurrence, and probability of future events.
- Ensuring impacts from climate change are adequately represented. This includes describing the impact of natural hazards on the community and critical facilities due to climate change and integrating climate change considerations into each identified natural hazard. This is a requirement of California SB 379.
- Leveraging the National Risk Index to construct a risk prioritization matrix to evaluate risks. It provides a composite score for hazard types and individual scores based on Expected Loss, Social Vulnerability, and Community Resilience.

Asset Inventory

The asset inventory will describe types and numbers of critical facilities, people, structures, systems, natural, historic, and cultural resources, and activities that have value to the community within the identified hazard areas. Changes in land use, types of development, and population growth and their subsequent implications for vulnerable areas and high-risk populations will also be detailed as available.

The result will be a parcel-level inventory of vulnerable structures and asset components. CONSTANT will reference West Covina's General Plan, census data, existing reports, comprehensive plans, local flood maps, and Geographic Information System (GIS) data to gather an inventory of the types and numbers of buildings, infrastructure, and critical facilities, inclusive of comprehensive information such as the allowable occupancy, earthquake building type, square footage, and more. We will also conduct up to 10 individual or small group interviews to ensure that this inventory is accurate and up to date. The asset inventory will be leveraged in the Vulnerability Assessment to identify assets that are at risk from hazards.

Hazard Mapping

Preparation of the hazard profiles and asset inventory will support GIS maps of relevant hazards provided by the contractor and analysis to determine areas of potential vulnerability. CONSTANT's GIS team will create a base map and a set of hazard maps based on available hazard data and infrastructure inventories from Los Angeles County, the City's General Plan, FEMA, USGS, local organizations, conservancies, the Red Cross, the Salvation Army, and other sources to display hazard identification data and assets, including public buildings, critical facilities, parcels, structures, land use, and populations. A composite map of all hazards will allow for identification of areas vulnerable to multiple hazards, which will inform mitigation action plans. All maps will be created using FEMA's newest ArcGIS software so they will be accessible to City staff and GIS staff for future visualizations. CONSTANT will provide electronic copies of the maps as well as the data layer and metadata files.

Vulnerability Assessment

The Vulnerability Assessment includes analyzing each hazard with respect to the potential location of impact, magnitude/extent, previous occurrences, future probability, vulnerability of parts of the community, and potential consequences. CONSTANT will use an HMPC Meeting to present the findings from the assessment and commence the hazard mitigation goals and mitigation strategy processes.

Working with the HMPC to obtain data, CONSTANT will develop a Vulnerability Assessment for each of the hazards identified, depending on the availability of supporting data. CONSTANT will utilize structure, land, population, residential building, critical facilities, infrastructure, and scientific data previously gathered during the Asset Inventory to assess and summarize West Covina's vulnerability to hazards including:

- Delineation of types and numbers of critical facilities and infrastructure within the identified hazard areas that are subject to potential losses or damage. Changes in land use, types of development, and population growth and their subsequent implications on the whole community will also be crafted as available.
- Inventory of repetitive flood loss structures including information on past insurance claims and descriptions of repetitive loss neighborhoods as informed by FEMA.
- Estimates of potential dollar losses from hazards based upon analysis of County/City assessor's data and other sources with hazard locations and any changes to approach that were utilized to determine these losses.
- Potential impacts on planned future development based on land use patterns.

Mitigation actions from the previous LHMP that have been completed will also be factored into the Vulnerability Assessment.

The final goal of the Vulnerability Assessment is to develop a summary of the City's vulnerability to each hazard, the potential impacts, and capabilities for mitigating hazard impacts. CONSTANT will use structure, land, population, residential building, critical facilities, infrastructure, and scientific data to assess the City's vulnerability to hazards.

A Hazus analysis is not required for City LHMPs, and CONSTANT has leveraged alternative strategies to quantify and model loss estimates for LHMPs crafted for nearby cities

Manhattan Beach and Torrance. In absence of a Hazus analysis, CONSTANT can leverage FEMA's Risk MAP and Cal OES's MyHazards alongside available datasets, County and City Assessor datasets, and HMPC-provided information to quantify risk information. We recommend this approach for the City of West Covina.

Element C: Mitigation Strategy

CONSTANT will craft a blueprint that details hazard mitigation actions, goals, and strategies. The Mitigation Strategy will directly seek to reduce the risks and vulnerabilities detailed by the Vulnerability Assessment in Element B. As West Covina invests in this plan development, we will use the current conditions analyzed in Elements A and B to craft mitigation goals and actions and set the pathway for implementation. Element C consists of the Capability Assessment, Hazard Mitigation Goals, Mitigation Actions, and Mitigation Strategy/Action Plan.

Capability Assessment	Hazard Mitigation Goals	Mitigation Actions	Mitigation Strategy
• Evaluate the existing capacity of West Covina to implement mitigation actions	• Define broad, high-level statements to guide the LHMP's direction	• Analyze a range of mitigation actions to reduce hazard effects	• Provide a City-informed framework for implementing mitigation actions

Figure 4. CONSTANT conducts multiple steps to inform the Mitigation Strategy/Action Plan.

Capability Assessment

CONSTANT will conduct a capability assessment of the City's authorities, policies, programs, and resources. It will lay the foundation for the development of goals and mitigation actions and will measure the City's capabilities to implement solutions that contribute to the reduction of long-term vulnerabilities to hazards. We will organize these capabilities into local legal and regulatory capabilities, administrative and technical capabilities, financial resources, and education and outreach resources, and we will connect these resources/capabilities to hazard mitigation and the appropriate managing or administrative parties. Capabilities that will be assessed will include protective measures under the National Flood Insurance Program (NFIP), building codes, zoning ordinances, completed or ongoing mitigation projects, and mitigation policies. CONSTANT has developed a Capabilities Assessment Worksheet that will be distributed to the HMPC to collect information.

Establish Hazard Mitigation Goals

CONSTANT proposes to present the final findings from the risk, vulnerability, and capabilities assessments and kick-start the hazard mitigation goal selection and mitigation strategy processes during a HMPC Meeting. Prior to this meeting, we will also distribute a request for any known prior hazard mitigation activities to each participating City department or partner and ask that they update the status of the mitigation activities, whether completed, ongoing, removed, or deferred. This is a critical step to consider continuing incomplete mitigation activities and developing new strategies.

CONSTANT understands that mitigation goals are broad, high-level statements that define the direction of the LHMP. During the HMPC Meetings, the HMPC should reevaluate and reaffirm or change the goals in the previous West Covina LHMP based on current priorities and recent disasters and exercises. This approach will support seamless transitioning into meetings where mitigation strategies and activities will be developed.

Identify and Analyze Mitigation Measures

DMA 2000 requires that hazard mitigation strategies include a section that identifies and analyzes a comprehensive range of mitigation actions and projects being considered to reduce the effects of each hazard, with emphasis on new and existing buildings and infrastructure. This step is the core to developing the LHMP as it sets a roadmap for future implementation. We will develop activities that fall into four (4) broad categories: local plans and regulations; infrastructure projects; systems protection; and education, awareness, and outreach programs.

CONSTANT proposes to use HMPC Meetings to develop the Mitigation Action Plan and Strategy. We understand that there must be a mitigation action for each hazard and will coordinate with participants to develop mitigation actions.

Mitigation Action Plan

The Mitigation Plan or "Action Plan" supports implementation by describing how the mitigation activities will be incorporated into existing plans and how the mitigation actions will be prioritized, implemented, funded, and administered. Prioritization must include an emphasis on the extent to which benefits are maximized according to a cost-benefit review of the projects including their associated costs and resources required. CONSTANT will use the Social, Technical, Administrative, Political, Legal, Economic, and Environmental (STAPLE-E) matrix to evaluate and prioritize mitigation actions.

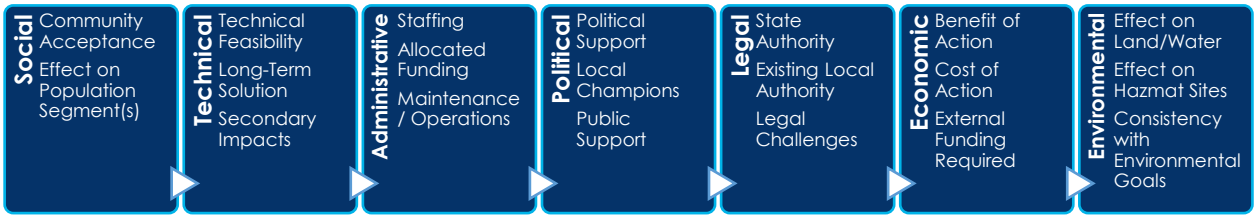


Figure 5. CONSTANT will leverage a STAPLE-E Matrix to evaluate and prioritize mitigation actions.

The Mitigation Action Plan will be prepared as a matrix with an action for each hazard. We will coordinate with participants to develop actions that identify how each action will be implemented, who is responsible, funding mechanisms, timeframe for implementation, and priorities. Cost estimates will be produced to define comparative cost scales and accordingly prioritize feasible mitigation actions. Actions that do not have funding will be highlighted for attention. The LHMP will also include actions that benefit the whole community in accordance with FEMA and Cal OES guidance. Where possible, the LHMP should implement mitigation actions through existing plans and policies that already have support from the community and policy makers. Capital Improvement and General Plans are examples of plans that can be enhanced by LHMP input.

Evaluating Funding Sources

CONSTANT will identify available grant funding to include in the LHMP alongside expected time frames for availability. **We note that grant funding sources are evolving, and we will tailor our approach to funding available at time of project conduct.** This may include the HMPG, FMA Program, HMGP Post Fire Grant Program, Pre-Disaster Mitigation Grant Program (PDM), and the Safeguarding Tomorrow Revolving Loan Fund (RLF).

Element D: Plan Maintenance

As mitigation actions are accomplished, hazards evolve, and priorities change, the LHMP must be maintained. FEMA requires that LHMPs contain detailed processes for making the plan an actionable, living, document including:

- We will describe how the City will monitor, implement, and update the LHMP. We recommend an annual review meeting with the HMPC in addition to the five (5) year reviews in accordance with the requirements of the DMA 2000.
- We will include a checklist and implementation plan for mitigation measures describing steps to implement the measure, lead and supporting departments, funding sources, and timeline.
- The plan will include processes for the public to review the plan on a regular basis.
- The LHMP will identify any triggers that could constitute a holistic plan update.

Element E: Plan Update

As the LHMP is compiled, we will draft the LHMP to meet all requirements of DMA 2000 and adhere to FEMA's *Local Mitigation Planning Policy Guide* and the PRT. The plan will include changes in development, priorities and progress in local mitigation efforts. We will provide iterative versions of the LHMP, including a public draft. During this task, we will also integrate the LHMP into other existing City plans.

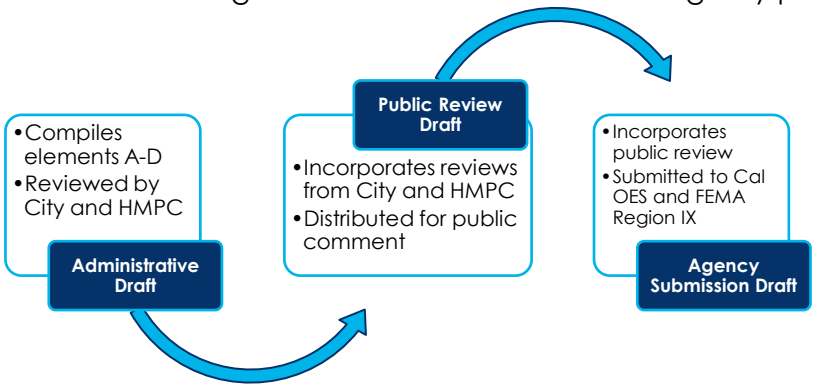


Figure 6. CONSTANT uses an iterative process to author the LHMP.

Integrate Plan Requirements into Existing Planning Mechanisms

CONSTANT will craft a crosswalk that details planning mechanism contents, regulatory guidance, plan ownership, and plan commonalities and divergences between the LHMP and other plans. As we draft the LHMP, we will work with the HMPC to identify the process for incorporating the plan's requirements into other planning mechanisms, cross

integrating components to ensure full compliance. We further describe General Plan Safety Element updates in Element H.

Administrative Draft

CONSTANT's initial draft of the LHMP will be available for review by the City PM, HMPC, and the Area E Disaster Management Area Coordinator (DMAC). We propose at least a two-week review period and will provide a comment matrix to each stakeholder to ensure comments are addressed. The draft will include an Executive Summary of the development process that will continue to be edited through adoption and final plan approval.

Public Review Draft

Following review of the Administrative Draft, CONSTANT will incorporate comments from the HMPC and prepare a Public Review Draft for the public review and comment period. This will consist of the additional public outreach meetings described in Element A to provide an opportunity for participation and comment. The Public Review Draft should also be circulated during a City Council Meeting for review and comment.

CONSTANT will also facilitate public feedback on the draft LHMP through the City website via a feedback form or accepting email feedback through a designated inbox. This is an important step to ensure community stakeholder involvement in the process and afford residents, business owners, elected officials, and others a chance to review the LHMP.

Agency Submission Draft

CONSTANT will make any required changes based on public feedback and re-complete the PRT, which will confirm that all requirements stipulated by FEMA and Cal OES have been completed prior to submission. This draft will first be submitted to Cal OES's State Hazard Mitigation Officer (SHMO). Once Cal OES's review is complete, the LHMP will be shepherded to FEMA Region IX for their review and approval. While the goal is to create an LHMP that proceeds through the review process with no comments, it is possible that Cal OES or FEMA will provide observations that require draft modifications. CONSTANT will address concerns to advance the LHMP until FEMA approves the plan. We will review all FEMA "Required Revisions" comments and perform "Required" tasks to finalize the LHMP within a Final Plan for adoption by the West Covina City Council.

Element F: Plan Adoption



West Covina's City Council must adopt the final LHMP before FEMA considers it to be an approved plan. After adjudicating comments from the public review period, CONSTANT will develop a Final Draft Plan for the HMPC to present for adoption. There are two (2) options that can be leveraged for adoption depending on City preferences. Regardless of methodology, CONSTANT will assist the City PM and/or HMPC with an in-person presentation to the City Council and provide a Frequently Asked Questions sheet, offering in-person support for the meeting. The meeting will be public in accordance with Government Code 65353(a) and 65355. The adoption resolution will be collected as it is completed into the LHMP. Below, we further explain the two (2) options for adoption:

- **Early Adoption:** Cal OES recommends that jurisdictions calendar the LHMP adoption as a board item once they approve the LHMP and send it for approval to FEMA Region IX. Cal OES has a 99% approval rate by FEMA Region IX once it leaves their hands. This does carry risk, however, if FEMA Region IX finds that modifications are required to the LHMP that would trigger re-adoption.
- **Adoption following FEMA Review:** Once FEMA Region IX issues an "approval pending adoption" notice following its review, CONSTANT will assist West Covina in shepherding the adoption of the plan by the City Council.

Once the LHMP is adopted, CONSTANT will provide digital/editable copies of the Cal OES and FEMA approved LHMP in Microsoft Word, PDF, TIFF, JPEG, and ArcGIS format. Materials, including a West Covina-branded PowerPoint brief provided to the City Council, the ArcGIS layers/overlay files, and all documentation records (HMPC meeting rosters, minutes, materials, etc.), will be included on six (6) flash drives. CONSTANT will provide 10 high quality printed and bound copies of the final Cal OES and FEMA approved LHMP, including the Mitigation Project Annex.

Element G: High Hazard Potential Dams

West Covina does not have HHPDs within the planning area, so this element is not applicable.

Element H: Additional State Requirements



California-specific requirements like Government Code section 65302, AB 2140, SB 379, SB 1000, SB 1241, AB 747, and AB 162 are incorporated throughout the LHMP development process.

California AB 2140 and AB 747 require that jurisdictions adopt the LHMP as part of their General Plan Health and Safety Element to be eligible for enhanced reimbursement from the State. CONSTANT will provide guidance to West Covina on how to gain compliance.

Proposed Timeline

CONSTANT proposes a 13-month or 56-week timeline for developing the LHMP, inclusive of Cal OES and FEMA review timelines. This would exceed the timeline requested by the City to submit the LHMP to Cal OES for review by month 10 and finalize the project by April 1, 2027. Final dates for all deliverables will be solidified within the PMP and we will adjust dates in accordance with formal contract execution. The timeline may be required to be extended depending on the plan adoption methodology selected as detailed in Element F.

LHMP tasks are interdependent and follow a logical sequence that aligns with FEMA's *Local Mitigation Planning Policy Guide*.

Table 7. CONSTANT provides a 13 month / 56-week schedule of services.

Deliverable or Meeting	Start Date	End Date
Project Management		
PMP and QAQC Plan	Week 1	Week 2
Project Management Meetings and Status Reports	Ongoing	Ongoing
Final Closeout Report	Week 51	Week 52

Deliverable or Meeting	Start Date	End Date
Element A: Planning Process		
Project Management Kickoff Meeting	Week 2	Week 3
Organize HMPC	Week 2	Week 5
HMPC Kickoff Meeting	Week 6	Week 6
HMPC Meeting #1	Week 12	Week 12
HMPC Meeting #2	Week 16	Week 16
HMPC Meeting #3	Week 20	Week 20
Public Outreach Strategy	Week 1	Week 6
Public Outreach Workshops (Initial)	Week 10	Week 10
Survey, Website, Social Media, and Print Materials	Week 4	Week 10
Documentation of Planning Process	Week 1	Week 30
Element B: Risk Assessment		
Hazard Identification and Profiles	Week 2	Week 12
Hazard Mapping	Week 6	Week 12
Asset Inventory	Week 6	Week 16
Vulnerability Assessment	Week 10	Week 16
Element C: Mitigation Strategy		
Capability Assessment	Week 12	Week 20
Establish Hazard Mitigation Goals	Week 12	Week 20
Identify and Analyze Mitigation Measures and Craft Mitigation Action Plan	Week 14	Week 24
Element D: Plan Maintenance		
Plan Maintenance	Week 14	Week 24
Element E: Plan Update		
Integrate Plan Requirements	Week 12	Week 24
Administrative Draft	Week 24	Week 28
Public Review Draft	Week 30	Week 32
Public Outreach Workshops and Comment Period	Week 32	Week 34
Agency Submission Draft	Week 36	Week 38
PRT Completion	Week 36	Week 38
Cal OES Review	Week 38	Week 44
Element F: Plan Adoption		
City Council Meeting* *Depends on option undertaken as outlined in Element F	Week 44	Week 52
FEMA Review	Week 44	Week 50
Final Distribution of Electronic LHMP	Week 50	Week 52
Final Distribution of Printed LHMP	Week 52	Week 56
Element H: Additional State Requirements		
Provide Guidance on State Requirements	Week 48	Week 52

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Timeline Management

Above, CONSTANT detailed a proposed timeline to complete the West Covina LHMP. CONSTANT will produce a comprehensive project timeline within the PMP based on the award and contracting timeline, outcomes of the Project Management Kickoff Meeting, and our proposed timeline. Adherence to project schedule is a metric that will be tracked closely by CONSTANT's PM and any changes to the overall project timeline will be solidified within an updated PMP. CONSTANT's overall project timeline is designed to keep each task and deliverable on track through the development of iterative deliverables, conduct of frequent project meetings, and provision of status reports.

Budget Management

Management of CONSTANT's financial and accounting function is overseen by CAVU Advisors, who are responsible for overseeing all aspects of the company's finances and accounting. We adhere to Generally Accepted Accounting Principles (GAAP) in our accounting practices, including a system of internal controls that ensure multiple levels of oversight and management of our finances. CONSTANT uses Unanet as our accounting system of record. This system allows the company to properly:

- Segregate direct costs from indirect costs.
- Identify and accumulate direct costs by contract, as informed by timesheets completed daily by CONSTANT team members.
- Consistently accumulate and allocate indirect costs to both their intermediate and final cost objectives.
- Calculate invoices that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms.

For further internal control, we also utilize the software Unanet for timekeeping. We have developed timekeeping policies in accordance with FAR 31.201-2(d) and Defense Federal Acquisition Regulation (DFAR) 25.252.7006(c)(9) and in brief:

- Employees are required to fill out their timesheets daily.
- Managers approve timesheets on a pay period basis (every other week).
- Direct and indirect labor charges are distributed to appropriate cost objectives.

CONSTANT's PM will be responsible for ensuring that West Covina's LHMP is completed within the negotiated budget. During project initiation, CONSTANT's PM will study the proposal and contract to perform a preliminary Work Breakdown Structure (WBS), where CONSTANT staff are matched with project tasks and available time. CONSTANT then enters data from the project WBS into Unanet® to streamline budget analysis. This allows the CONSTANT PM to download time reports, track our billed time against the WBS, and complete analyses like a variance analysis to compare budgeted amounts for a task versus the time spent. A variance analysis allows the CONSTANT PM to monitor project budget health and identify and remediate discrepancies.

Project Team

CONSTANT provides a highly qualified team to support the City with developing its LHMP. Our team members provide hands-on experience working on projects of similar scale. Our team members include Executive Sponsor Mona Bontty, MBA, MHRM, Project Manager Dan Smith, MPS, Deputy Project Manager Lewis "Trey" Brooke, and Project Support Matthew Rodriguez. Mr. Smith would provide day-to-day direction, managing the project and serving as the primary contact person.

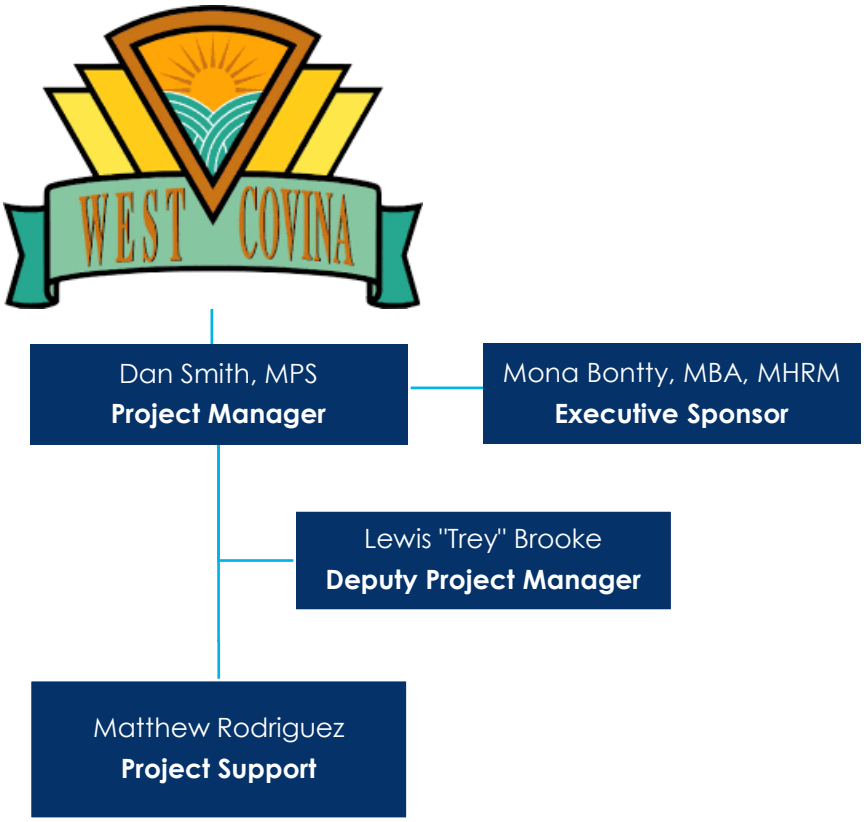


Figure 7. CONSTANT provides a comprehensive project team to develop West Covina's LHMP.

Key features of our team include:

- **A tailored team who will be dedicated to the City's LHMP.** Unlike larger contractors who are working on dozens of LHMPs and MJHMPs simultaneously and proposing large teams to overly segment efforts, the CONSTANT team will provide efficiencies to the City as we excel in adaptability, communication, and engagement. The City will have direct communication lines with our key staff, receive support from highly engaged team members, and experience the fruits of strong collaboration. The team members listed on this proposal are the team members who West Covina would work with, rather than a representation of resources that are usually concentrated toward larger MJHMPs.
- **Experience leading LHMP and MJHMP development processes in California, with numerous plans successfully approved under the latest FEMA and Cal OES**

guidelines. Our team members bring expert understanding of the *Local Mitigation Planning Policy Guide* and its potential evolution from the federal perspective, coupled with knowledge of California-specific mandates like AB 2140 and SB 379, 747, and 100.

- **Established relationships with key Cal OES and FEMA Region IX contacts.** This ensures the City benefits from best practices and means that we will have open dialogue with Cal OES and FEMA through both the plan development and plan review processes. When Cal OES receives the City's LHMP for review, this will not be the first time that the agency views plan elements as our team will remain in communication with Cal OES throughout to vet our approach.
- **Inclusion of California expert Mona Bontty as Executive Sponsor.** As a former Regional Administrator for Cal OES and as Course Manager for the California Specialized Training Institute's (CSTI) Mitigation for Emergency Managers course, she brings extensive expertise, relationships, and knowledge specific to California.

Resumes

CONSTANT provides resumes for identified personnel on the following pages.

Mona Bontty, MBA, MHRM – Executive Sponsor

PROFESSIONAL BACKGROUND & EXPERIENCE

Mona Bontty is an emergency management professional who currently serves as a Portfolio Manager with Constant Associates. Ms. Bontty brings experience from over a decade of service with Cal OES, engaged in emergency management response efforts, operations, exercises, training development, and whole community planning. Ms. Bontty directed a Region Emergency Management Program for one of the nation's largest populated areas of Southern California, complicated by urban development, catastrophic hazards, and wide- reaching economic impacts. She supported response and recovery related missions and deployed to disasters throughout California.

Ms. Bontty is also an accomplished trainer and facilitator, having served during her tenure at the CSTI as a SME in the instructional design and delivery of emergency management courses. Ms. Bontty specializes in community outreach, crisis communication, and engagement of vulnerable populations. Her past leadership roles also include environmental mitigation and remediation of hazardous cleanup sites, tribal government consultation, public participation/small business outreach, and strategic planning for operational initiatives.

CONSTANT ASSOCIATES

MONA BONTTY, MBA, MHRM

- 32 years of experience in the public sector
- Former Cal OES Southern Regional Administrator
- Mitigation expert; has developed several LHMPs/MJHMPs and was Course Manager for CSTI's Mitigation for Emergency Managers course
- Expertise in community outreach, engagement and public participation

RELEVANT PROJECT EXPERIENCE

Disaster Response Management, Cal OES Southern Region. Ms. Bontty served as the Southern Regional Administrator for Cal OES and was responsible for a regional emergency management program. During her appointment as Regional Administrator, Ms. Bontty directed the Cal OES Southern Region Emergency Operations Center (SREOC) and managed the response to 55+ real-world disasters, including Presidentially declared disasters. She was responsible for the management of administrative and emergency management functions of the Cal OES SREOC and developed multi-year strategic planning initiatives. She developed and executed an Emergency Services Coordinator Training Program and provided oversight to the Southern Region Duty Officer Program. She served as leadership support to recovery operations in which she provided leadership and technical expertise for the incidents. She also supported the development of Hazard Mitigation Grant fund applications, worked with the Post Incident Watershed Task Force to obtain erosion modeling, worked with the Debris Flows Task Force, and collaborated with State and local agencies.

LHMP Update, City of Torrance. Ms. Bontty provided oversight and subject matter expertise in the renewal of the City of Torrance LHMP. She was engaged in stakeholder outreach to identify mitigation projects to be included in the Plan update and ensuring the Plan is compliant with the Stafford Act, the Disaster Mitigation Act (DMA) of 2000, and

meets applicable Federal and State requirements. Ms. Bontty also provided support in coordination with the State Hazard Mitigation Officer.

LHMP Update, City of Manhattan Beach. Ms. Bontty provided oversight support and subject matter expertise in the renewal of the City of Manhattan Beach LHMP. She was engaged in stakeholder outreach to identify mitigation projects to be included in the Plan update and ensuring the Plan is compliant with the Stafford Act, the DMA of 2000, and meets applicable Federal and State requirements. Ms. Bontty also provided support in coordination with the State Hazard Mitigation Officer.

MJHMP Update, Clark County, NV. Ms. Bontty served as the Project Manager for the development of the Clark County MJHMP. She developed materials and facilitated client and planning committee meetings. Ms. Bontty was responsible for the data collection process, supporting plan section development, editing, and formatting of the 1000+ page document. She was engaged in stakeholder outreach to identify mitigation projects to be included in the Plan update and ensuring the Plan is compliant with the Stafford Act, the DMA of 2000, and meets applicable Federal and State requirements for both local and tribal governments. Ms. Bontty also led the coordination and communication with the State of Nevada Hazard Mitigation Officer and local tribes.

MJHMP Update, San Bernardino County. Ms. Bontty provided technical support in the development of the San Bernardino County MJHMP. Ms. Bontty participated in planning meetings, reviewed draft plans, provided technical editing, formatting feedback, and subject matter expertise to the project. Ms. Bontty utilized her background on the hazards and community demographics of San Bernardino to contribute to the expedited timeline of the development of the MJHMP.

Mitigation for Emergency Managers (G393) Training Course, CSTI. Ms. Bontty served as the Course Manager in the update and curriculum redesign of the CSTI Disaster Mitigation course. This course presented mitigation fundamentals for reducing and/or eliminating long-term risk to human life and property from hazards. Ms. Bontty developed training materials that included tools, resources, and techniques used to help create safer, more disaster-resilient communities. As the primary instructor, she served as a SME to statewide jurisdictions facilitating curriculum that presented the steps in a comprehensive all hazards mitigation planning process, how to develop a mitigation plan, identifying mitigation actions and the availability and application of HMA grants.

EDUCATION AND TRAINING (SELECT)

Master of Arts, Human Resources, Keller Graduate School
Master of Business Administration, Concentration in Marketing, Keller Graduate School
Certified Emergency Manager, CSTI
G393 Disaster Mitigation, CSTI
Cal OES Mitigation Training for Contractors (2024 & 2025)
Mitigation Training, California Emergency Services Association (CESA)

Dan Smith, MPS – Project Manager

PROFESSIONAL BACKGROUND & EXPERIENCE

Daniel "Dan" Smith is an experienced and educated professional with knowledge and skills in the fields of Emergency Management and Homeland Security. He brings military experience specializing in planning, training, operations, and intelligence management coupled with managerial experience within the field of Emergency Management. His qualifications include serving in incident management positions for the City of Pittsburgh, PA and the County of Horry, SC's Offices of Emergency Management. Mr. Smith's background in meteorology and climatology gives him particular insight into integrating climate change resilience into mitigation. Mr. Smith has a bachelor's degree in Operational Meteorology and Climatology and a master's degree in Homeland Security, and he has completed over 50 training courses.

CONSTANT ASSOCIATES

DAN SMITH, MPS

- 10+ years of experience
- Experience leading MJHMP/LHMP updates in California
- 7+ years of service to emergency management agencies

RELEVANT PROJECT EXPERIENCE

LHMP Update, City of Torrance. Mr. Smith served as Project Manager for the update of Torrance's LHMP. He facilitated planning team meetings and created and disseminated various data collection worksheets and surveys to obtain hazard analysis/prioritization and information on jurisdictional mitigation action projects. He served as a Lead Writer in the update to the City's LMHP, developing a more robust LHMP from the previously adopted version. He completed the HMP process by receiving approval of the updated LHMP by Cal OES and FEMA.

LHMP Update, Beach Cities Health District. Mr. Smith served as Project Manager to develop the Beach Cities Health District LHMP, the first of its kind LHMP for a health district in California. CONSTANT drafted a new LHMP and closely supported the review processes necessary for a Special District's LHMP review by Cal OES and approval by FEMA. As Project Manager, Mr. Smith led the development of initial project management deliverables, organization of the Planning Committee and Initial Planning Meeting, and public engagement and data collection.

LHMP Update, City of Manhattan Beach. Mr. Smith supported the Manhattan Beach LHMP team as a SME and hazard writer. Mr. Smith also served as a writer on the plan, focused primarily on the overall risk environment.

MJHMP Updates, San Bernardino County, Clark County, NV, and Allegheny County, PA. Mr. Smith served as Deputy Project Manager for the update of San Bernardino County's MJHMP and Clark County's MJHMP. He also supported the Allegheny County, PA MJHMP as the point of contact for Pittsburgh, bringing experience from the client side.

EDUCATION AND TRAINING (SELECT)

Master of Professional Studies, Homeland Security, Pennsylvania State University
Bachelor of Science, Geography, Meteorology, Ball State University

Lewis "Trey" Brooke, MSA – Deputy Project Manager

PROFESSIONAL BACKGROUND & EXPERIENCE

Lewis "Trey" Brooke is a dynamic leader with over 20 years of cross-sector experience in emergency management and consulting. He currently serves as an Associate I with CONSTANT, where he is applying his expertise to a series of planning, training, and exercise projects. Mr. Brooke has a master's degree and is bi-lingual, speaking Spanish fluently.

CONSTANT ASSOCIATES

LEWIS "TREY" BROOKE, MSA

- 20+ years of cross-sector experience
- Bi-Lingual – English and Spanish

RELEVANT PROJECT EXPERIENCE

Threat and Hazard Identification and Risk Assessment (THIRA), City of Rochester, MN. Mr. Brooke developed a detailed Threat and Hazard Identification and Risk Assessment (THIRA) for the City. This involved extensive stakeholder engagement and survey, analysis of mapping and historical data, collaboration with key departments, development of scenarios, setting of capability targets, and the resulting synthesis of all related information to compose a comprehensive THIRA.

LHMP, City of Rochester, MN. Mr. Brooke led a team to develop the All-Hazards Mitigation Plan (AHMP) for the City from project initiation through closeout. This involved significant community outreach, analysis of historical data, risk assessment, development of GIS mapping, and technical writing in conformance with the federal hazard mitigation planning guidance and requirements. He and his team returned four (4) years later to update the risk assessment portion of the City's AHMP.

LHMP, Los Angeles County Office of Education. Mr. Brooke currently serves as key project support to develop the first-of-its-kind LHMP for the Los Angeles County Office of Education. His role includes meeting support, authorship of LHMP sections, and stakeholder and community engagement.

Partnerships Manager, American Red Cross. Mr. Brooke led engagement efforts throughout the State of Michigan with Latino and Hispanic community-based and non-governmental organizations for the statewide Regional Disaster Office, expanding relationships with priority communities and organizations. He identified and partnered with bodies representing historically underserved populations, and was responsible for outreach to and disaster training for related entities, notably including Spanish-speaking communities.

EDUCATION AND TRAINING (SELECT)

Master of Science, Accounting, Central Michigan University
Bachelor of Arts, Linguistics and Spanish Literature, University of Michigan
IS 100, 200, 700, 800, FEMA
ICS 300, 400, FEMA
Detailed Damage Assessment for Disaster Action Team Response Operations, American Red Cross

Matthew Rodriguez – Project Support

PROFESSIONAL BACKGROUND & EXPERIENCE

Rodriguez brings 15 years of experience in public safety, applying his skillsets in boots-on-the-ground operations as a firefighter/Emergency Medical Technician (EMT)/technical rescue technician, which has ultimately led to a distinguished career in various facets of emergency management. Mr. Rodriguez's experience spans local, state, and federal governments supporting domestic and international emergency preparedness. His emergency management background began in a planning capacity, but his experience quickly expanded to include response, recovery and mitigation efforts.

CONSTANT ASSOCIATES

MATTHEW RODRIGUEZ

- 15+ years of experience
- Community engagement expertise
- Local government experience

RELEVANT PROJECT EXPERIENCE

EOP Update, Carroll County, MD. The Carroll County EOP was prioritized as a document needing revision after more than 10 years without significant updating. Mr. Rodriguez was tasked with leading the document revision, aligning content and references to current standards and needs. He designed the path for collecting information from appropriate stakeholders, holding meetings with appointed officials, directors, and other operational leads. Once he gathered insight and context, he worked to update the plan to include the base plan and all Emergency Support Functions (ESFs). Once completed, Mr. Rodriguez streamlined the distribution and usability of the document for each agency, incorporating tools and resources for each agency to refer to their appropriate sections swiftly when necessary.

Hazardous Materials Response Plan, Carroll County, MD. The Carroll County Hazardous Materials Response Plan was designed to outline a strategic focus on the county's capabilities and response to a hazmat incident. Mr. Rodriguez was tasked with collecting data from involved agencies to update the plan to current standards. He utilized his experience from the fire service along with that of the Carroll County Hazardous Materials Team to enhance the plan's capabilities and ensure strategic functions are maintained.

Community Engagement, Carroll County, MD. Mr. Rodriguez supported annual events, including "Seniors On-the-Go" and the Emergency Preparedness Expo to better inform the public on disaster risks and educate them on best practices for preparedness.

Disaster Response. While with Caroll County and Howard County, MD, Mr. Rodriguez served in incident response roles for floods, tornadoes, winter storms, civil unrest, COVID-19, and special events. He has also responded to incident responses as a firefighter.

EDUCATION AND TRAINING (SELECT)

Bachelor of Arts, Emergency and Disaster Management, American Military University
Basic National Planners Course, FEMA
ProBoard Fire Service Instructor I & II, MD Fire and Rescue Institute (MFRI)
ProBoard Hazmat Incident Commander, MFRI

Fee Schedule

Assumptions

CONSTANT provides a cost breakdown to develop the City's LHMP. We are confident that our pricing structure reflects the scale of work involved and the value of our expertise. We provide resources that result in a well-organized, compliant, usable, and community informed LHMP. As outlined in the Cover Letter, Cal OES has provided guidance to local municipalities on the complexities of the LHMP process and the corresponding funding levels necessary to optimize outcomes. Based on our understanding, when contractors are selected at significantly lower dollar amounts than the available funding, the resulting LHMPs tend to be of reduced quality. This often leads to substantial revisions requested by Cal OES and delays in the approval timeline. As such, we provide a project budget that aligns with the City's available funding via FEMA's HMGP and the Prepare California Match program and leaves space for add-ons like Hazus analysis, Spanish interpretation, and additional in-person meetings as required.

In addition to those detailed in Methodology Summary, CONSTANT's assumptions contributing to the Fee Schedule include:

- Payment for this work shall be on a Firm Fixed Price (FFP) basis. Personnel may be adjusted within the scope of the contracted amount to best accommodate the project as mutually permitted by the City.
- Executive Sponsor Mona Bontty resides in Los Angeles County. We have budgeted for her in-person attendance at the five (5) public outreach meetings, two (2) in-person HMPC Meetings, and the City Council approval meeting. An additional team member will travel to West Covina to support the two (2) HMPC Meetings and five (5) public outreach meetings. We will provide printed materials for in-person meetings and assume that venues are provided at no-cost.
- All project management check-in meetings will be conducted virtually.
- We will provide Spanish translation for materials used at the public outreach meetings. Interpretation is not included per the Q&A, but we can provide a quote if needed.
- Hazards that are identified will include those originating from potential natural disasters, climate change, and geologic hazards.
- Pricing does not include Hazus analysis, which is not required for City LHMPs.

Fee Schedule

The fee schedule on the following page includes the not-to-exceed total fee for services, the cost for each major sub-task identified in the scope of work, and the hourly rates for each person/position who will be involved in the work. CONSTANT does not agree to make the same pricing structure available to other government agencies, and does not extend this pricing to them. We provide custom pricing for each of our clients based on project needs.

City of West Covina
Local Hazard Mitigation Plan Preparation Services
September 18, 2025

TASKS		Executive Sponsor	Project Manager	Deputy Project Manager	Project Support	TOTAL HOURS	TOTAL COST
No.	Description	Mona Bontty	Dan Smith	Trey Brooke	Matthew Rodriguez		
		$232.50	$139.05	$130.22	$130.22		
1	Element A: Planning Process	55	100	100	97	**352**	$52,345.84
2	Element B: Hazard Identification and Risk Assessment	20	75	75	50	**220**	$31,356.25
3	Element C: Mitigation Strategy	28	42	42	42	**154**	$23,288.58
4	Element D: Plan Maintenance	2	4	2	2	**10**	$1,542.08
5	Element E: Plan Update	24	40	40	35	**139**	$20,908.50
6	Element F: Plan Adoption	30	5	0	0	**35**	$7,670.25
7	Element H: Additional State Requirements	5	5	0	0	**10**	$1,857.75
Total Labor:		**164**	**271**	**259**	**226**	**920**	**$138,969.25**
Other Direct Costs							
	Printing						$4,000.00
	Travel						$4,200.00
	Spanish Translation						$2,400.00
Total Other Direct Costs:							**$10,600.00**
TOTAL PRICE							**$149,569.25**

Figure 8. CONSTANT provides a fee schedule for developing the City of West Covina's LHMP.

Excluded or Subcontracted Services

As outlined in the Methodology Summary Element B, CONSTANT does not recommend Hazus analysis as it is not required for a City LHMP and there are alternative methods that can be leveraged to estimate risks from earthquakes and flood. Should the City desire the Level 2 Hazus analysis as outlined in the Questions and Answers, CONSTANT can provide a quote for services.

List of Similar Services Completed

About CONSTANT

CONSTANT is an award-winning emergency management consulting firm. Since our company's inception in 2004, our focus has remained steadfast: *make the world a safer place.* We are committed to providing superior customer service and outstanding quality. We employ 40 team members and have an office in nearby Torrance.

CONSTANT has worked with all levels of the government across California and beyond. This includes planning, training, and exercise work performed for entities like FEMA, Cal OES, the Los Angeles County Office of Emergency Management, the City of Los Angeles Emergency Management Department, and local cities throughout Los Angeles County (Hawthorne, Artesia, Norwalk, Manhattan Beach, Malibu, Inglewood, Lynwood, Hermosa Beach, Long Beach, Pasadena, and more).

CONSTANT has successfully delivered LHMPs and MJHMPs for Beach Cities Health District, the cities of Hawthorne, Artesia, Manhattan Beach, Hermosa Beach, Torrance, Lynwood, and Victorville, San Bernardino County, Clark County, NV (Las Vegas), and Coconino County, AZ. We are currently authoring a new LHMP for the Los Angeles County Office of Education. We bring a demonstrated track record of completing actionable and organized LHMPs and MJHMPs on time and within budget, using community and stakeholder-informed processes that include meetings, presentations, town halls, and surveys.

In addition to our LHMP expertise, CONSTANT provides broader emergency management expertise, with plans, after action reports (AARs), training, and/or exercises. We are a trusted contractor to organizations across California and provide expertise in nuances like the Standardized Emergency Management System (SEMS).

CONSTANT provides thousands of hours of experience writing LHMPs or MJHMPs within the past three (3) years. In addition to the three (3) projects detailed below, we provide references on the following page for an additional three (3) projects. Each project listed aligns with similarities to the West Covina LHMP across several elements including plan writing, written for the public sector, written for emergency managers, developed with a multi-agency stakeholder group, and developed for a jurisdiction in the West. All projects incorporate **knowledge of the Stafford Act and CFR 44 and 200 and are FEMA and Cal OES approved HMPs.**

Los Angeles County Office of Education LHMP

Table 8. CONSTANT is currently supporting Los Angeles County Office of Education with a first-of-its-kind LHMP.

Project Example	About Los Angeles County Office of Education LHMP
Name of client and project title	**Name of Client:** Los Angeles County Office of Education **Project Title:** LHMP Development
Project Manager	**CONSTANT's Project Manager:** Dan Smith
Dates Services Provided	**Project Timeline:** July 2025 – July 2026

Project Description

CONSTANT is currently supporting Los Angeles County Office of Education with the development of a first-of-its-kind LHMP for largest regional education agency in the U.S. CONSTANT has conducted a Project Kickoff Meeting and convened a Steering Committee and facilitated an initial meeting. CONSTANT has also developed a public engagement strategy, authored a profile of the office's reach, and begun iterative development of the LHMP. The LHMP will ultimately be crafted as a strategic framework aimed at reducing the long-term risks posed by natural hazards to schools, students, staff, and communities across Los Angeles County.

San Bernardino County MJHMP

Table 9. CONSTANT authored quick turnaround MJHMP for San Bernardino County.

Project Example	About San Bernardino County MJHMP
Name of client and project title	**Name of Client:** San Bernardino County Office of Emergency Services **Project Title:** MJHMP Update
Project Manager	**CONSTANT's Project Manager:** Daven Solis (no longer with CONSTANT)
Dates Services Provided	**Project Timeline:** August 2022 – May 2023

Project Description

CONSTANT updated San Bernardino County's MJHMP over an extremely truncated timeline, helping the County to gain Cal OES and FEMA approval and County adoption in the span of three (3) months. The MJHMP was updated on a truncated timeline to enable the County to meet the five (5) year lifecycle for HMPs as stipulated by FEMA to continue eligibility for mitigation project funding. The updated MJHMP included newly refined Jurisdictional Annexes, an updated Risk Assessment, new County maps and hazard data, key mitigation success stories of the County and participating jurisdictions since the previous update, and more. To update the MJHMP, CONSTANT conducted a thorough review and revision of the 2017 MJHMP to ensure that the plan reflected community conditions and priorities to realign the overall mitigation strategy for the next five-year planning period.

Clark County MJHMP

Table 10. CONSTANT supported Clark County, NV with a comprehensive MJHMP.

Project Example	About Clark County MJHMP
Name of client and project title	**Name of Client:** Clark County Fire Department **Project Title:** MJHMP Update
Project Manager	**CONSTANT's Project Manager:** Mona Bontty
Dates Services Provided	**Project Timeline:** February 2022 – September 2023

Project Description

CONSTANT led the Clark County, NV MJHMP project beginning in 2022, collaborating with the Clark County Fire Department Office of Emergency Management and Homeland Security and Planning Team representatives from five (5) participating jurisdictions and two (2) tribal nations. This effort included the review and organization of County resources, coordination with a multi-discipline planning team, identification and assessment of risks to the County, outreach to the community and solicitation of stakeholder involvement, development of mitigation strategies for risks, provision of training and technical assistance opportunities to ensure the mitigation project was up to date, creation of plan maintenance procedures, ensuring compliance with DMA 2000 requirements, completion of a thorough capabilities assessment, and facilitation of plan reviews by the County and community stakeholders. With CONSTANT's contributions, the MJHMP was approved by FEMA and the Nevada Division of Emergency Management Homeland Security in alignment with FEMA's updated guidelines for MJHMPs.

References

In addition to the projects outlined in List of Similar Services Completed, CONSTANT provides three (3) project descriptions with accompanying references.

Reference #1 – Beach Cities Health District LHMP

Table 11. CONSTANT authored a first-of-its-kind California Health District LHMP for Beach Cities Health District.

Reference	About Beach Cities Health District LHMP
Name of client; project title and address	**Name of Client:** Beach Cities Health District **Project Title:** LHMP Development **Client Address:** 1200 Del Amo St, Redondo Beach, CA 90277
Name and telephone number of client	**Contact:** Cindy Foster **Telephone Number:** (310) 374-3426 **Email:** Cindy.Foster@bchd.org
Project Manager	**CONSTANT's Project Manager:** Dan Smith
Time to complete the process	**Project Timeline:** August 2024 – June 2025

Project Description

CONSTANT recently supported a first-of-its-kind LHMP for the Beach Cities Health District. As part of this effort, CONSTANT authored a new LHMP and supported the process necessary for a Special District's LHMP review by Cal OES and FEMA. CONSTANT's scope covered seven (7) tasks including the planning process, hazard identification and risk assessment, mitigation strategy, planning maintenance, plan update, plan adoption, and additional state requirements. CONSTANT compiled information, including hazard profiles, the risk assessment, capability assessment, the mitigation action plan, and more within the administrative draft. CONSTANT also supported conduct of public and stakeholder outreach to meet FEMA planning requirements and position the Beach Cities Health District for implementation. This LHMP received Cal OES and FEMA approval.

Reference #2 – City of Torrance LHMP

Table 12. CONSTANT updated Torrance's LHMP to facilitate the City's eligibility for federal assistance.

Reference	About the City of Torrance's LHMP
Name of client; project title and address	**Name of Client:** City of Torrance Office of Emergency Services **Project Title:** LHMP Update **Client Address:** 3031 Torrance Blvd, Torrance, CA 90503
Name and telephone number of client	**Contact:** Jason Nishiyama, Interim OES Lead **Telephone Number:** (310) 618-2950 **Email:** jnishiyama@torranceca.gov
Project Manager	**CONSTANT's Project Manager:** Dan Smith
Timeline	**Project Timeline:** September 2022 – August 2023

Project Description

Torrance, California prepared the 2023 LHMP in coordination with CONSTANT to guide hazard mitigation planning to better protect the people and property of the City from the effects of natural hazard events. The purpose of this LHMP is to identify policies, actions and strategies that will help reduce risk and prevent future losses. This plan demonstrates the City's commitment to reducing risks from hazards and serves as a tool to help decision makers direct mitigation and resources. This plan was also developed to make the City eligible for certain disaster assistance grants. The Planning Group coordinated the LHMP in cooperation with the State, city departments, partner agencies, and the public. This LHMP was approved by Cal OES and FEMA and is viewable here.

Reference #3 – City of Manhattan Beach LHMP

Table 13. CONSTANT updated Manhattan Beach's LHMP, receiving Cal OES/FEMA approval in record time.

Reference	About the City of Manhattan Beach's LHMP
Name of client; project title and address	**Name of Client:** City of Manhattan Beach Fire Department **Project Title:** LHMP Update **Client Address:** 1400 Highland Avenue, Manhattan Beach, CA 90266
Name and telephone number of client	**Contact:** Alexandria Latragna,* Communications and Civic Engagement Manager **Telephone Number:** (310) 802-5063 **Email:** alatragna@manhattanbeach.gov *The Manhattan Beach Project Manager, and CONSTANT's main point of contact, Amanda MacLennan, is no longer with the City.
Project Manager	**CONSTANT's Project Manager:** Dylan Yates
Timeline	**Project Timeline:** September 2023 – April 2024

Project Description

CONSTANT updated the City of Manhattan Beach's LHMP to align with the latest FEMA and Cal OES requirements. This project included establishing a HMPC, crafting a jurisdictional questionnaire, creating stakeholder engagement materials, use of the risk analysis tool, and iteratively crafting the LHMP. CONSTANT also supported Manhattan Beach's execution of a robust public outreach strategy to engage the community, raise awareness about hazards, and foster a culture of preparedness. By meticulously documenting outreach endeavors and targeting both socially vulnerable populations and the general public, the City ensured that the LHMP reflected the needs and concerns of its diverse community. **The LHMP was approved by Cal OES in a five (5)-day timeline** and received FEMA approval, and is viewable here.

Attachments

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 Chief Executive Officer of Constant and Associates, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 09/18/2025 [date], at Torrance, CA [city, state].

Firm Constant and Associates, Inc.

(Signature)

Michelle Constant, Chief Executive Officer
(Print Name & Title)

Street 1800 Diagonal Road, Suite 600

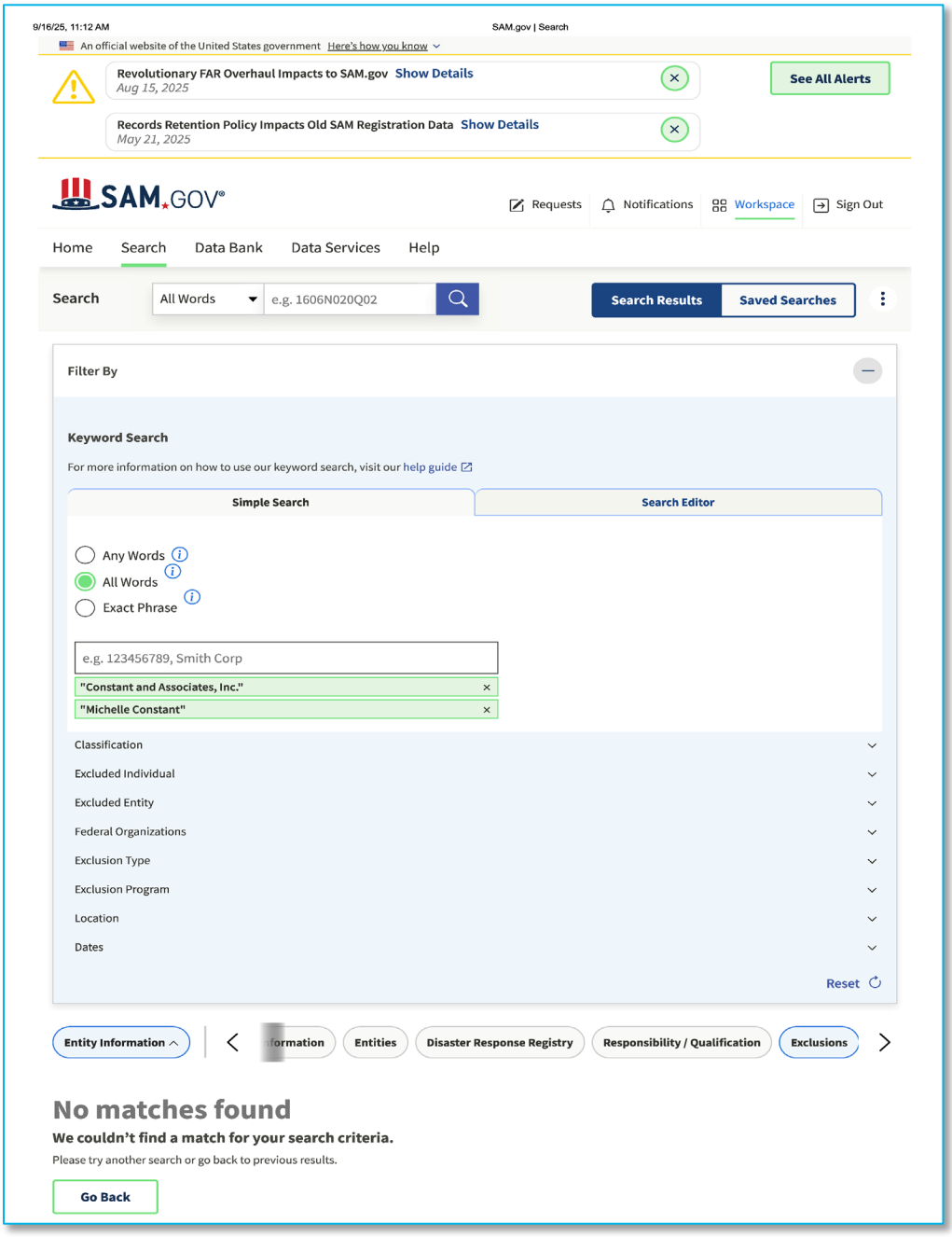
City Alexandria State VA Zip 22314

Attachment B: Subcontractor Campaign Contribution Acknowledgement Form

CONSTANT does not anticipate leveraging subcontractors who will provide goods or services with an anticipated or actual value of $15,000 or more.

Attachment C: SAM.gov Verification – Debarment and Suspension Verification

Constant and Associates, Inc. acknowledges that we have not been debarred or suspending or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, Debarment and Suspension. Below, we provide a print out of search results for the firm, Constant and Associates, Inc., and for our principal/CEO Michelle Constant, that includes the record date of September 16, 2025 and shows no exclusions.



Attachment D: Fee Schedule

CONSTANT provides our Fee Schedule in Fee Schedule.

Attachment F: Certificate of Insurance

CONSTANT affirms that our insurance coverage meets the City's requirements and that, if awarded, we shall provide to City certificates of insurance showing the insurance coverages and required endorsements described in the Sample Agreement, in a form and content approved by City, prior to performing any services under this Agreement.

Attachment G: W-9

CONSTANT provides a W-9.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Constant and Associates, Inc.

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

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

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1800 Diagonal Road, Suite 600

Requester's name and address (optional)

6 City, state, and ZIP code

Alexandria, VA 22314

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

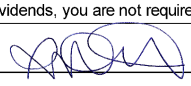
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person  Date 09/16/2025

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

Affirmations

CONSTANT affirms that we meet each of the identified 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.

ATTACHMENT NO. 4

INTEGRATED SOLUTIONS CONSULTING

City of West Covina

California

Request for Proposals (RFP): 2026-04

Local Hazard Mitigation Plan Preparation Services

847-737-5395 | www.i-s-consulting.com

BUILDING A MORE RESILIENT FUTURE

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1. Cover Letter

City of West Covina
Jazmin Hernandez
Phone: 626-939-8705
jhernandez@westcovina.org

September 18, 2025

Dear Jazmin Hernandez,

Thank you for providing **Integrated Solutions Consulting (ISC)** with the opportunity to provide the City of West Covina, California with a proposal for Local Hazard Mitigation Plan (HMP) Preparation Services. As a leading provider of Hazard Mitigation Planning services, we believe the proposed ISC Team offers a unique, unmatched, and valuable team of committed and experienced individuals that will provide a structured, proven, and integrated approach to the supported by local knowledge and recognized emergency management expertise.

Our team embodies all the elements critical to the success of this project, and offer consulting services, which include:

- ✓ **Local Presence and Local Experience.** The ISC Team includes seasoned professionals with the specific experience supporting Hazard Mitigation for communities, cities, and counties throughout United States.
- ✓ **Hazard Mitigation Planning as a core competency.** For the past 15 years, ISC has been a single-source provider for hazard mitigation planning. During this tenure, ISC has a perfect track record of success with over 50+ HMP Clients nationwide, with plans that were approved by both the state and FEMA, and complied with all federal, state, and local requirements.
- ✓ **Highly rated emergency management and homeland security consulting services.** ISC is a Dun & Bradstreet Top Supplier, with a 97.1% score for reliability, cost, timeliness, quality, personnel, customer support, and responsiveness.



With our extensive knowledge and experience developing HMPs, we are confident that we will deliver this project ahead of schedule and within the allocated budget. We appreciate the opportunity to submit this proposal and look forward to the potential of being of service to the City.

Respectfully Submitted,

Daniel Martin, Ph.D., CEM, CFM
Principal, Integrated Solutions Consulting, Corp.

Point of Contact

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2. Project Summary Section

Project Summary

The Client's goals are ISC's goals. Based on our prior experience developing HMPs, we have learned that success means more than gaining FEMA and state approval and municipal adoptions: *The Client defines success*. Accordingly, ISC believes it is essential to establish a clear understanding of goals and objectives upon contract execution. As such, our proposal provides not only an approach and methodology to meet the required services, as per the Scope of Work, as defined in the RFP, but also summarizes background information on our range of experience developing Hazard Mitigation Plans, introduces our proposed key staff, and their qualifications, provides professional references, and detailed pricing.

ISC's approach to developing the Hazard Mitigation Plan is a seven-task method, consistent with the Scope of Work (SOW), compliant with industry best practices, federal and state requirements, and lessons learned from our past engagements. The seven tasks are:

- Task 1: Project Management, Planning, Organizing Resource
- Task 2: Hazard Identification
- Task 3: Risk Assessment
- Task 4: Developing a Mitigation Strategy
- Task 5: Assisting in Plan Adoption, Monitoring, and Evaluation
- Task 6: Draft Plan
- Task 7: Final Plan & Submission to the State & FEMA

It is important to note that while the narrative in this proposal summarizes our recommended approach, our methodology is flexible to meet all needs the project engagement requires to be completed successfully. ISC anticipates that changes will be made during the interview and scope development process, however the project approach below will provide a baseline understanding of ISC's Hazard Mitigation Plan development methodology.

Benefits of this Proposal

As a leading provider of emergency management professional services, ISC is specifically qualified to perform the entire range of activities, as described in the Scope of Work. We are confident that no other firm can match our team's extensive experience and locally focused approach to this project.

To best encapsulate the benefits, we believe ISC brings this endeavor, we have provided the table below which highlights ISC's experience, expertise, and capacity to deliver a Hazard Mitigation Plan.

Integrated Solutions Consulting – Overall Benefits	
Our Experience	✓ ISC has *completed over 50+ Hazard Mitigation Plans*, of similar size and scope, for government entities nationwide.
Performance and Capacity to Perform	✓ Our intent is to provide our clients with an HMP that is aligned with the State, while meeting: ✓ *National Flood Insurance Program (NFIP),* ✓ *Community Rating System (CRS)*

Integrated Solutions Consulting – Overall Benefits	
	✓ *Floodplain Management Planning requirements (Activity 510)* ✓ *Code of Federal Regulations for Local Mitigation Plans (44 CFR 201.6)* ✓ ISC's has a superior record of developing mitigation plans that are not only *accepted upon the initial submission to the state/FEMA*, but also *positioned communities to secure funding for implementing hazard mitigation projects*.
References and Recommendations	✓ *Repeat business is the best complement for a consulting firm.* We encourage you to contact our references, who are all repeat customers, to ensure a comprehensive picture of our team's experience and solutions.
Qualifications of Staff	✓ ISC consists of 40+ full time employees and *maintains a cadre of 250+ emergency management professionals* with experience completing services similar in size and scope. ✓ ISC's proposed team is *available immediately* upon award of the project.
Accuracy of Cost Estimates	✓ Team ISC is dedicated to providing our clients with accurate project pricing. ✓ We have never pursued a change order on a past project. We cannot provide data regarding bid versus final costs estimate, as we have not altered prices provided in our proposals. ✓ The proposed compensation for this project is a firm, fixed price, inclusive of all labor, materials, travel expenses, and all other costs, direct and indirect, necessary for each task identified in the Scope of Work.

Firm Overview

Integrated Solutions Consulting (ISC), incorporated in 2005**,** is a professional services firm specializing in homeland security, emergency management, public safety, hazard mitigation, and disaster recovery consulting services. ISC has a proven track record of successfully evaluating, developing, and integrating complex disaster/emergency management planning doctrine that follow relevant federal, state, and local programmatic directives and requirements. We are staffed with highly experienced emergency management, law enforcement, public health, disaster recovery, and related public safety professionals.



Throughout ***our 20+ years of service***, ISC has had the privilege of supporting diverse communities nationwide as a single-source provider of emergency planning services. Unlike our competitors, we are exclusively focused on providing emergency management and homeland security consulting services to the private and public sector. Our focus on these services provide our staff a wealth of experience and lessons learned, granting Team ISC the ability to not just meet our clients' needs, but deliver services that go above and beyond.

Our Mission is to provide consulting solutions from a professional emergency management perspective for public and private entities. This mission is carried out by our extensive experience in the operational fields of emergency management, homeland security, law enforcement, healthcare systems, environmental, and critical infrastructure engineering; and is supported by our reputation of providing exceptional professional service. We accomplish our mission from our regional offices, located throughout the nation.



Our Principles drive us to achieve continued project success with value-added products:

- **Trust:** We treat each relationship as a two-way partnership with trust at the core of the relationship.
- **Integrity:** We deliver client-focused results that meet or exceed all federal and state compliance requirements.
- **Innovation:** By leveraging our experience and research with science and technology, we look to be difference makers by establishing new standards and efficiencies in the industry.
- **Performance:** As evidenced by our D&B Top Supplier Performance Rating, we consistently out-perform our client expectations, setting them up for success in the future.

Our Services. ISC's core preparedness philosophy takes a holistic approach to crisis management, prevention, and recovery. We craft an interconnected strategy of planning, training, and crisis response to ensure a client's needs are met in totality. Their approach addresses all conceivable hazards, incorporates ongoing lessons-learned from industry research and client AARs, and accounts for the latest industry standards and best practices.

ISC has a proven track record of successfully evaluating, developing, and integrating complex emergency management planning doctrine that follows relevant federal, state, and local emergency management programmatic directives and requirements. Our products have been highlighted as industry best-practices and have received significant client recognition. Our Service Portfolio includes:



Our People are a group of professionals whose expertise and skill sets are based on a mix of academic achievement, direct practice, and proven subject-matter experience. ISC recognizes that the successful management of any project is dependent upon our ability to effectively deliver exceptional professionals with a documented record of success.

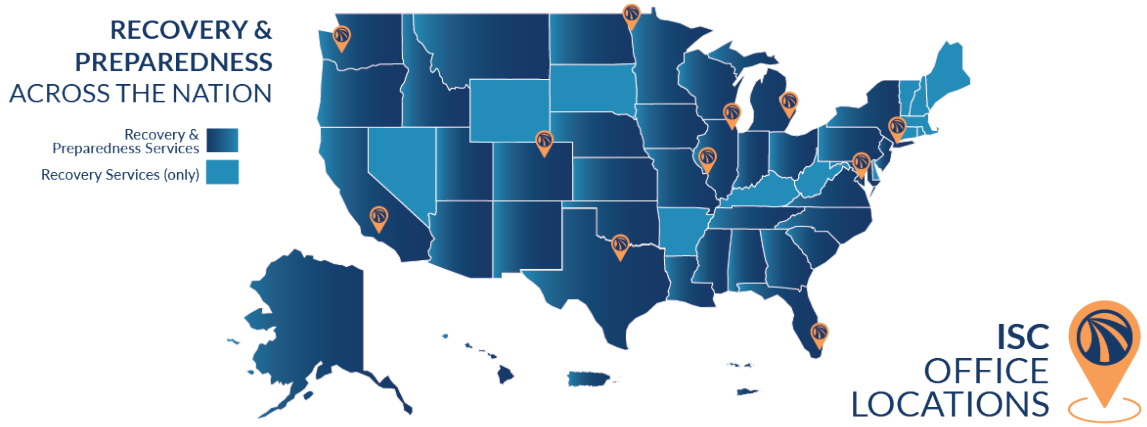
- 20+ Years of Experience
- 120+ Disaster Operations
- 350+ Employees & Consultants
- 3000+ Client & Customer Engagements

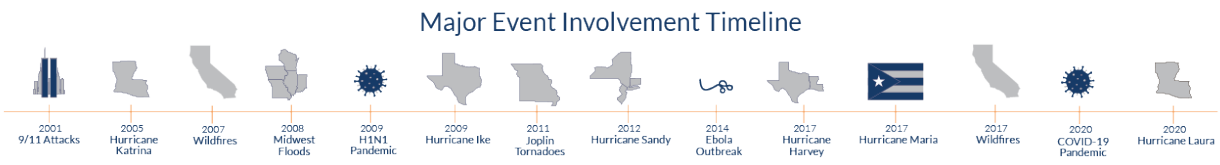
Our continued success has served to strengthen our belief that our team must be coordinated and versed in a wide array of fields that support emergency management operations, especially in the discipline of mitigation planning, public engagement, and risk assessment.



Our Capacity to respond to federal, state, and local governments and private entities alike, within a moment's notice, is possible through ISC's network of regional offices and strategically located staff. Our extensive reach and local availability connect ISC to its clients allowing for close oversight, direct communication, and expedient solutions to problems and requirements.

The map below is a visual but not complete representation of current and past ISC clients. Our national client base gives our project team the opportunity to develop a best practice perspective of emergency management planning, training, and exercise design and development. This national perspective combined with our in-depth experience and knowledge enables our team to provide best practice solutions based on your operational requirements.





Relevant Experience

Preparedness at our Core

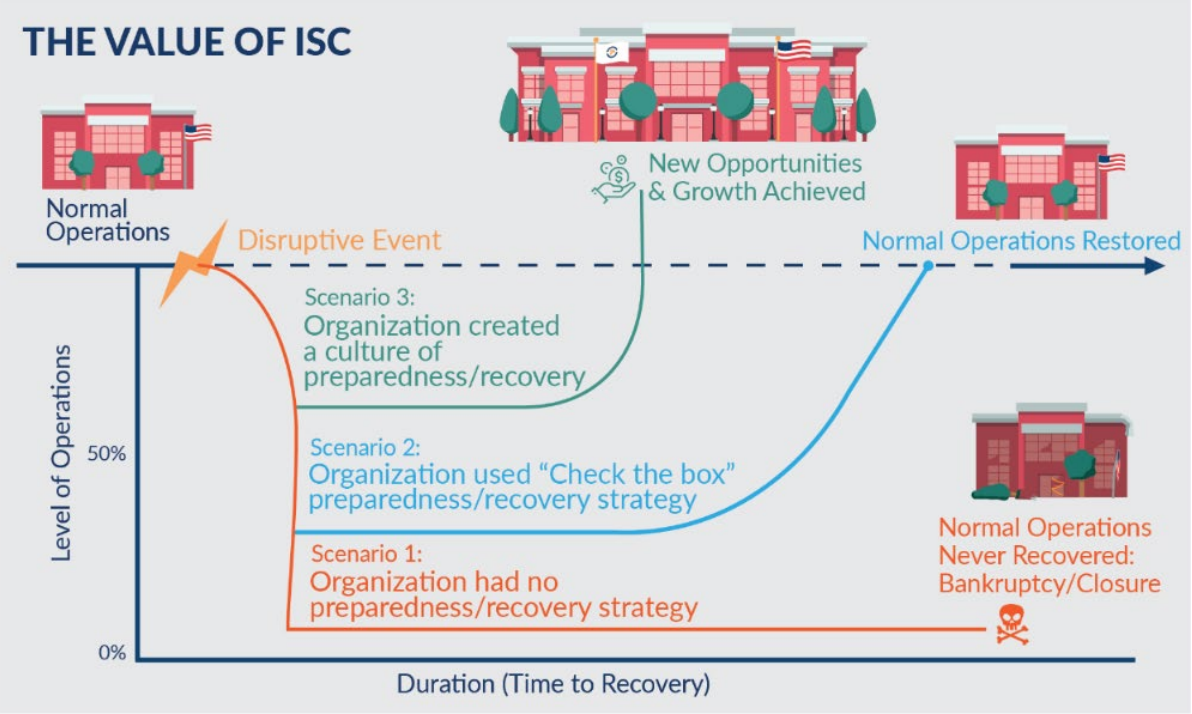
For almost two decades, ISC has been proud to have served hundreds of cities, counties, states, federal agencies, tribal nations, and special districts across the country in the development of various aspects of their community preparedness programs. From the creation of regional community vulnerability and hazard risk assessment models and Comprehensive Emergency Management Plans (CEMP), to developing training curriculum and interactive exercise simulations, to conducting community preparedness survey studies and public service announcements with special-effect graphics, our preparedness experience is exhaustive.

Our Preparedness Services:

- PLANNING
- TRAINING & EXERCISE
- SCENARIO SIMULATIONS
- COMMUNITY OUTREACH

We believe that our diverse portfolio of preparedness projects, as well as the opportunity to provide service to such a diverse client base, is a testimony of our pursuit for excellence and exceptional client service with every project engagement. Our national client base allows our project team to develop a best practice perspective for preparedness programs that are comprehensive in focus, address all hazards, and that are inclusive and represent the whole community.

At ISC, we understand the value of a comprehensive preparedness program that is thorough, incorporates evidence-based knowledge, involves an inclusive engagement process, and serves as a cornerstone of community resiliency. **Our approach to preparedness has allowed our clients to expand their reach and more efficiently and cost-effectively build, sustain, and improve their capability to prepare for, protect against, respond to, recover from, and mitigate all hazards.**



Our emergency management services include:

- **Strategic Planning**
  - Comprehensive Emergency Management Plans
  - Hazard Mitigation Plans
  - Community Disaster Recovery Plans
  - Integrated Preparedness Plans
- **Emergency Action Planning**
- **Operational Planning**
  - Emergency Operations Plans
  - Emergency Support Function Annexes
  - Support Annexes
  - Incident Annexes
  - Continuity of Operations Plans
  - Evacuation Plans
  - Damage Assessment Plans
  - Debris Management Plans
  - Environmental Response Plans
- **Emergency Preparedness Training & Exercises**
  - Natural Disaster
  - Active Shooter
  - Terrorism
  - Public Health Emergencies
  - Special Events
- **Comprehensive Disaster Recovery Services**
  - FEMA Public Assistance
  - Local Recovery Planning
  - Project Closeout
- **Program Assessments**
  - Threat and Hazard Identification and Risk Assessments (THIRA) and Stakeholder Preparedness Reports (SPR)
  - Organizational Assessments
  - Capability Assessments
  - After-Action Reports and Improvement Plans

ISC's APPROACH IS DIFFERENT

Goes Beyond Response to Build Comprehensive Resiliency -We recognize the importance of not only a cooperative response strategy but also appreciate the vital role preparedness has in building community resilience.

IS NOT "Check the Box" or "Cookie Cutter" Planning -Our approach not only ensures compliance with regulatory requirements and policy guidance, but also guarantees that every plan is tailored to meet the specific needs of the community.

Ensures Representation of the Whole Community -Our preparedness strategies involve an inclusive community engagement and outreach process that involves not only community leadership and key stakeholders but also those that are underserved and most vulnerable to disaster.

Synthesizes Complex Information to Ensure a Shared Awareness -Our approach not only ensures compliance with regulatory requirements and policy guidance, but also guarantees that every plan is tailored to meet the specific needs of the community.

Leverages Evidence-Based Knowledge to Inspire Innovative Solutions -Our preparedness programs build upon the 100+ years of disaster research and incorporates new knowledge in disaster science to establish new and proven methods, techniques, and strategies in preparing for, responding to, recovering from, and mitigating for disasters.

Hazard Mitigation Planning Experience

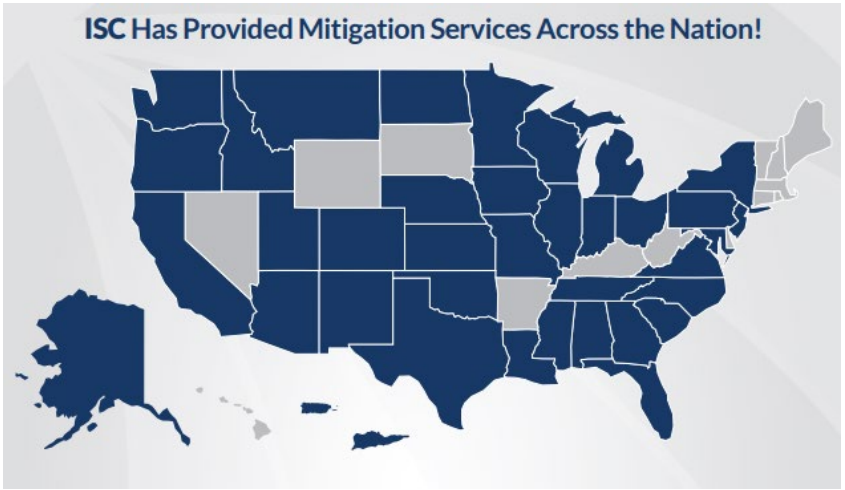
At ISC our success in hazard mitigation planning is more than a function of experience and expertise. Our success is driven by our dedication and passion for creating disaster-resilient communities that hold strong against adversity.

- Implemented hazard mitigation actions after 100's of disasters
- Developed hazard mitigation plans for our nation's largest communities.
- Almost 20 years of hazard mitigation experience
- Experts in hazard risk assessments & modeling
- Supported 1,200+ communities in developing FEMA approved hazard mitigation plans
- Secured & managed **billions** in section 404 & 406 HMGP funding
- Experts in FEMA National Flood Insurance program
- **100%** approved FEMA plans

Since 2005, ISC has prepared, updated, and delivered HMPs, per the requirements of the Disaster Mitigation Act of 2000 (DMA 2000), Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), and Title 44 Code of Federal Regulations (CFR) §201.6.1, for communities, agencies, and jurisdictions of all sizes, scopes, and types, throughout the United States. Additionally, ISC has assisted counties and participating Community Rating System (CRS) communities in identifying repetitive loss structures and developing and integrating mitigation actions that will reduce future impacts from flooding or other natural disasters. Consistent with federal guidance, ISC incorporates the information into the community's National Flood Insurance Program (NFIP) application.

Following a disaster, ISC works with county and jurisdictional clients to implement their HMP per Section 404 and Section 406 of the Stafford Act. Our comprehensive HMP capabilities and proven subject matter expertise result in HMPs that are consistently accepted upon initial submission to the state and FEMA, successfully positioning our clients to secure funding for implementing future hazard mitigation projects.

Our unprecedented success in hazard mitigation planning is more than a function of experience and expertise; dedication and passion for creating more disaster-resilient communities drives our success. In each case identified below, ISC's support, services, expertise, and integrated approach resulted in developing hazard mitigation plans that were accepted by the state and FEMA, but also successfully positioned these communities to secure funding for implementing hazard mitigation projects.



Recognized Expertise in the Emergency Management Accreditation Program

Over the years, ISC has had the pleasure of supporting several clients with their Emergency Management Accreditation Program (EMAP) requirements. ISC's recognition in the industry resulted in our personal invitation to attend the first delivery of the ***EMAP Business Consultant training initiative***. ISC is now one of a select few firms in the world *[click here]* that have been qualified by EMAP to assist emergency management entities with their EMA accreditation and compliance needs.

EMAP Emergency Management Accreditation Program

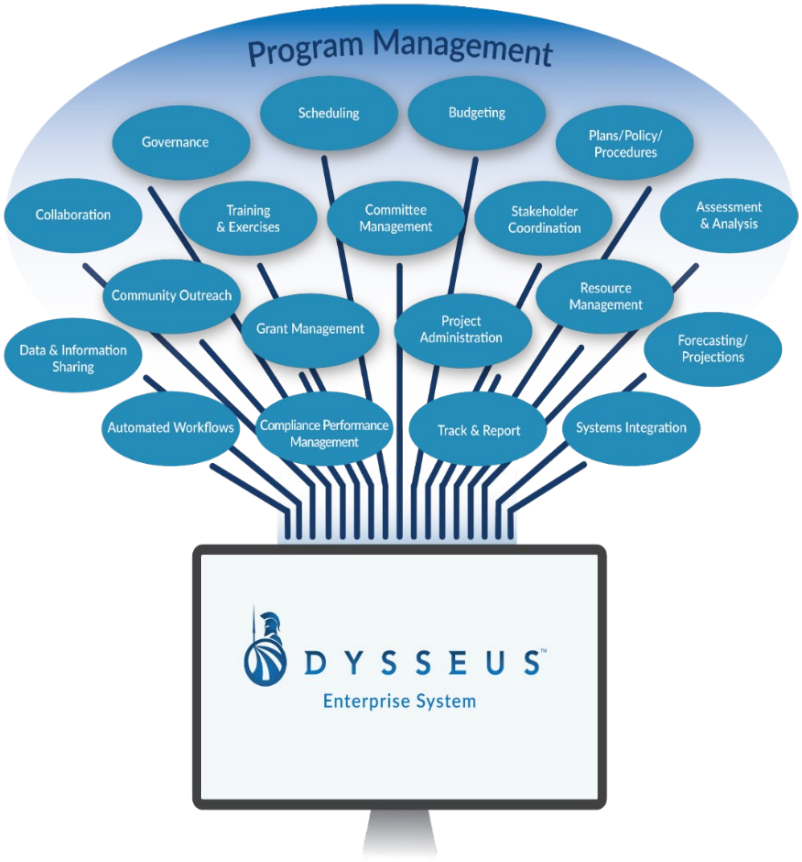
Business Consultant Certified [click here]

We feel that this designation, coupled with over 20 years of EMAP experience, makes us well versed in ensuring our work products adhere to EMAP standards and assist our clients in complying with EMAP standards. Furthermore, our accomplishments serve as testimony to our commitment to elevating compliance standards through collaboration, integration, and research. ISC takes a comprehensive approach for every project engagement, ensuring that our clients adhere to the latest regulatory requirements and industry standards to include those set by EMAP.

Our Innovations: Odysseus™ EM365

The Odysseus™ Enterprise System (Odysseus™ or OES) is a cloud-based system, developed by our team of disaster recovery and technical experts, that offers a suite of tools and systems designed and dedicated to the efficient management of comprehensive disaster and emergency management programs.

Odysseus™ features the unique characteristic of providing standardization and flexibility, and concurrently utilizes a suite of applications to promote increased participation, collaboration, transparency, and compliance. This union of technological and programmatic features offers organizations an efficient and effective method to systematically design, develop, maintain, and continually improve all elements of a comprehensive emergency management program.



Odysseus is a revolutionary software that is transforming preparedness, recovery, and resiliency program management for the modern emergency maangement professional. Unlike other industry-specific software

solutions, Odysseus™ is not solely an 'incident management' software. Instead, it is considered a comprehensive, program management software solution that has been designed specifically for the emergency management industry. Hazard mitigation planning and programs are at the conerstone of Odysseus™' functionalities; however, this software offers many other functionalities that are needed for managing a statewide comprehensive emergency management program. It is designed to serve as a force-multiplier programmatic solution that offers efficiency and compliance across all aspects of manging a comprehensive emergency management program

To date, Odysseus™ is being used by over 1,000 clients across the emergency management and public safety industry. With over 15,000 users, Odysseus™ is managing over $8.5 billion in emergency management, disaster recovery and public health federal grants and over 25,000 programs, plans, and projects. It has been heralded by our customers for its performance and it's ability to elevate the productivty of their comprehensive emergency management program.

Odysseus™ in Work: Hazard Mitigation Planning



Odysseus™ is a cloud-based system that offers a suite of tools and systems designed and dedicated to the efficient management of comprehensive preparedness efforts. Odysseus™ features the unique characteristic of providing standardization and flexibility. This union of technological and programmatic features greatly increases the preparedness capabilities by efficiently and effectively enabling emergency preparedness organizations to design, develop, maintain, and continually improve programs and operations throughout the preparedness, response, recovery and mitigation/protection phases. Specifically, in regards to hazard mitigation plans and programs, Odysseus™ offers:



- **Track Plan Development and Update:** Odysseus™ provides a collaborative, could-based environment to validate and document the mitigation planning process and allow agency authorities real-time access to planning doctrine.
- **Plan Maintenance:** Many communities are challenged with the regular maintenance and update of their hazard mitigation plans. Odysseus™ provides users with scheduled reminders to convene planning committees, document committee participation, and track plan updates and project implementation.
- **Mitigation Committee Management Tools:** Odysseus™ documents the mitigation planning participation of committee members and stakeholders, providing usage logs that can be used to support a jurisdictions in-kind match for FEMA grant funds.
- **Interactive Mapping and Hazard Modeling:** Odysseus™ web-based format allows for interactive community base maps and hazard modeling maps.

- **Mitigation Crosswalk Compliance Metrics:** Odysseus™ has a library of compliance metric tools that allow users to validate their plans against federal, state, and industry requirements, to include FEMA Mitigation Compliance Crosswalks.
- **Community Outreach Tools:** Odysseus™ offers a variety of outreach tools that are designed to engage plan participants by using adult learning techniques and accessible cutting-edge technologies.
- **Grant Management [NEW]:** Odysseus™ provides users with a ready-to-use or customized grant management system to allow your organization to track, administer, report, and maximize grant funding for a variety of FEMA and DHS programs, to include Hazard Mitigation, Building Resilient Infrastructure & Communities (BRIC), and other mitigation and emergency management grant funding programs.

3. Methodology Section

Based on our prior experience developing HMPs, we have learned that success means more than gaining FEMA and state approval and local adoptions: *the client defines success*. Accordingly, ISC believes it is essential to establish a clear understanding of goals and objectives upon contract execution.

ISC's approach to developing the HMP is a five-task method consistent with the Scope of Work (SOW), and compliant with industry best practices, federal and state requirements, and lessons learned from across the homeland security enterprise. Our approach for preparing, and subsequent adoption of the HMP is detailed in the following pages. ISC is happy to provide additional information, upon request.

Task 1: Project Management

Subtask 1.1: Project Initiation

Upon notification of contract award, the ISC Team Project Manager will immediately contact the designated Client Project Manager to set up a Project Initiation Meeting. The ISC Team will be prepared to schedule and conduct this meeting within seven days of contract award. Additionally, the ISC Project Manager will request contact information for additional participants and confirm with the designated the Client Project Manager the desired format or location for this meeting (i.e., in-person, remote, preferred platform, etc.). Once these elements are confirmed, the ISC Team will schedule participants to the Project Initiation Meeting via MS Outlook Calendar Invitations.

Best Practice #1
ISC offers a customized interactive mitigation planning participation module that allows committee members and stakeholders to learn about the mitigation process and provide real-time feedback and input in the plan development. Data analytics track and document your team's participation in the planning process.

During the initial meeting, we will introduce the proposed ISC Team, present the Project Work Plan (PWP), identify initial data requests, and establish processes for collecting data, the designation of control, points of contact, and quantity of and schedule for project deliverables. Additionally, we will discuss and define administrative requirements for the project, including correspondence, invoicing, and other related project issues. This project kick-off meeting will outline expectations and responsibilities.

Subtask 1.2: Project Work Plan Development & Internal Controls

Central to ISC's project management approach is the development of the Project Work Plan (PWP). Simply put, the PWP is a formal, approved document used to guide both project execution and project control borne out of consultant and client collaboration.

The ISC Project Manager will utilize the PWP to guide the execution of all project tasks and to manage the quality of the overall project engagement. The PWP will guide the execution of the project, measure progress, and depict the proposed team structure with assigned functions, duties, and responsibilities that will meet the project needs.



Subtask 1.3 Project Reporting & Meeting Planning

From our experience completing similar projects, ISC believes that, given the importance of project reporting, all associated activities must be clearly defined, precisely completed, and evaluated, and agreed upon by both our Team and the Client. Key **PWP** tasks are included below.

Team ISC's Project Management Approach	
1. Scope Management	Identifies the project description, goals, and objectives; evaluates the project structure, scope management, and controls; supports quality assurance procedures, and manages project risks and mitigation.
2. Resource Management	To facilitate increased coordination and provide a technical contractor that will meet and exceed expectations, ISC has selected the most qualified staff for this project. In the unfortunate event that key personnel assigned to this project become unavailable, ISC has identified support staff and potential candidates that would be available to fill in. *These changes would be implemented only with approval.*
3. Communications & Information Management	ISC and its team have invested in advanced technologies to facilitate communication and information sharing between our key personnel and staff. The video conferencing and desktop sharing capabilities of our company has proven to be extremely helpful in past projects and have served to increase internal and external communication.
4. Potential Risks & Mitigation Strategy	At the beginning of the project, identified and potential risks will be recognized to anticipate and manage, as far as possible, the potential impacts of the project, including reporting all risks. Each time a new risk is detected, it shall be managed (identified, assessed, etc.) by the Project Manager or designee. Preventive and corrective treatment will be implemented to reduce the severity and probability of the occurrence of these risks.
5. Quality Assurance & Control	ISC's Quality Assurance Plan (QAP) defines the organization and the methodology used for all ISC project engagements. The QAP: 1) Identifies processes that will be applied to assure quality; 2) Defines roles and responsibilities to ensure a successful, timely project with deliverables on time; 3) Provides the indicators to allow appropriate decisions and tracks/reports progress; 4) Describes software management practices: procedures, rules, and applicable methods for the project; and, 5) Outlines documentation management/delivery.
6. Project Status Reports	The ISC Project Manager will provide a "Project Status Report" to the designated Client representative(s) at the agreed-upon interval (typically biweekly or monthly). The Report will include a summary of accomplishments by task, project progress assessment, major deliverables for the reporting period, a summary of the tasks due during the next reporting period, any foreseeable project risks and solutions, and financial status for individual tasks as well as the overall project budget.

Team ISC's Project Management Approach	
7. Invoices & Quarterly Grant Reporting.	The ISC Project Manager will provide invoices to the designated Client representative(s), which can be sent either by deliverable or monthly. To ensure the Client meets all compliance and reporting requirements, the ISC Team will maintain detailed records of work and expenditures and submit financial and contract performance reports following the grant reporting schedule.

Subtask 1.4 Odysseus™ - Hazard Mitigation Planning

Utilizing our experience and expertise in the application of the Odysseus™ software for hazard mitigation planning, ISC will establish an Odysseus™ environment to collaborate with participating jurisdictions, document the planning process, analyze and assess hazard risks, manage hazard mitigation actions, and update the Hazard Mitigation Plan. The ISC team will provide as-needed support to participating jurisdictions in navigating the Odysseus™ environment, to include their respective shared instance, and ensure that their participation in the hazard mitigation planning update is thoroughly documented.

Task 2: Organizing Resources

As earlier noted, by defining the Client's vision of success and expectations at the onset of the project, our Team will readily collaborate with the Client to ensure the complete realization of all objectives.

Subtask 2.1 Formation of Planning Team & Initial Meetings

At a minimum, there should ideally be at least one representative for each relevant Client department and each participating jurisdiction. However, given departmental overlap, a single representative with authority to represent multiple departments can be accommodated.

Best Practice #2
ISC provides analytical reports of each committee member's time in the system reviewing the plan, collaborating with committee members, and participating in the mitigation planning tools. This participation is shared and reported in a format that is consistent with FEMA's quarterly reporting requirement.

ISC will record the name of every person invited, their email, the date of the invitation, the method of the invitation, whether the person agreed to participate, and whether the person provided feedback on the HMP. The plan will also include copies of all meeting invitations, a list of everyone invited to each meeting (along with their positions, the departments they represent, and if they attended), and meeting sign-in sheets (and minutes, if desired).

Subtask 2.2 Documentation of the Planning Process

As part of the overall planning process, ISC will coordinate, schedule, facilitate, and support all meetings and conferences with the Planning Team (both formal planning meetings, project status meetings, and any ad hoc meetings or briefings). ISC will:

- ✓ Coordinate the scheduling of meeting rooms with the designated the Client Project Manager and any designated facility representatives, and send/manage invitations, reminders, and registration (via MS Outlook Calendar appointments)

- ✓ Reserve, establish and ensure functionality of any conference lines and/or any web-based meeting platforms (i.e., webinars, GoToMeeting, RingCentral, Microsoft Teams, WebEx, etc.)
- ✓ Disseminate conference line and/or web-based meeting access information, such as call-in numbers, URLs, etc., and access instructions to remotely participating individuals
- ✓ Develop for each meeting an agenda, presentation slide deck, and appropriate read ahead or draft HMP content or materials
- ✓ Distribute, electronically, all written planning meeting materials to the Planning Team, including read ahead, meeting handouts, and/or draft materials, no later than seven days prior to the meeting
- ✓ Provide hard copies of all written planning meeting materials, in sufficient quantity, for each planning meeting
- ✓ Provide and affix all signage, as well as provide, set up, test for functionality, and operate any audio/visual equipment (i.e., projectors, public address, etc.), as needed or requested
- ✓ Facilitate all meetings, conferences, orientations, and/or briefings
- ✓ Record and publish meeting minutes to the participants and designated POCs, no later than one week following the meeting

Subtask 2.3 Public & Stakeholder Outreach Strategy

ISC will work directly with Client stakeholders to ensure the identified mitigation actions are effective, efficient, scalable, and pragmatic.

A hallmark of ISC's HMP process is robust public involvement, including advertisements in local newspapers, preparation of public service announcements, community surveys, distribution of brochures, newsletters, and fliers and posting information and announcements on local government websites and social media platforms. The outreach activities associated with the hazard mitigation planning process provides an opportunity for communities to combine these efforts with broader community engagement activities that are already established or planned. Community outreach activities that engage the whole community establish a participation process that is inclusive of all groups and reflects a representative sample of a community. The benefits of effective public outreach and education should not be underestimated.

The ISC Team has successfully executed large, sophisticated public outreach strategies for planning efforts in multiple urban and regional settings. ISC and its team have documented success in implementing public outreach strategies that utilize mass media and public forums, build community consensus, enhance plan participation, and provide data analytics that can be utilized for a community's comprehensive emergency management programs. These outreach efforts have required the development of public information materials and documents, such as press releases, fact sheets, manuals, and other education-related products. ISC will work closely with the client to develop a hazard mitigation public involvement strategy that not only meets the State's and FEMA's requirements but provides value beyond the hazard mitigation plan. Though this is inexhaustive, the engagement strategy will address the following key points:

- ✓ Address FEMA's requirements for mitigation plans, as identified in the DMA 2000, CFR Part 201.6, the American Planning Association's Hazard Mitigation: Integrating Best Practices into Planning, and the most current FEMA "how-to" planning guidance.
- ✓ Address state requirements for mitigation plans

- ✓ Identify members' contribution to the planning process.
- ✓ Address preliminary goals and objectives.
- ✓ Identify (and debrief) meetings with key community stakeholders and any other bodies that may seem appropriate.
- ✓ Distribute questionnaires that will assist in identifying resources that will be needed for successful completion of the project.
- ✓ Highlight the progress-to-date and the schedule for the remainder of the planning process.
- ✓ Solicit input from members throughout the planning process.
- ✓ Provide value beyond the hazard mitigation and help to inform comprehensive emergency management programs and community resilience

Some of the community engagement strategies that ISC has used to help inform the hazard mitigation planning process include:

- ✓ **Public Forums/Meetings:** ISC's process for conducting a public forum or meeting is based on the premises that format follows function. The objective for the public meeting for hazard mitigation planning is to inform the public of the hazard risk threats and gather their input in potential hazard mitigation actions. To ensure that optimal attendance for these meetings is achieved that is representative of the whole community, ISC will work with the client to ensure that the date and time of the meeting is shared through the most appropriate channels, and to leverage community networks that are pre-established.
- ✓ **Stakeholder Workshops:** Workshops are highly interactive meetings, usually designed for a pre-determined audience that represents different but similar groups. A Stakeholder Workshop includes representatives that can speak for their organizations that are assigned to complete specific tasks such as ranking the community's hazard risks or identifying mitigation actions. Workshops are a good forum to build consensus with influential groups and decision-makers.
- ✓ **Community Surveys:** In addition to providing quantitative measurements on the viewpoints and perspectives of the public, community surveys can also assist with providing reliable data analytics and scientific measurements to help inform community stakeholders, community leaders, and policymakers. ISC's proprietary methodology ensures that the survey is representative of the community, achieves a 95% confidence interval, and provides evidence-based results that not only inform the community's hazard mitigation plan, but also the community's comprehensive emergency management program. When completed over multiple hazard mitigation plan updates, the survey serves as an instrument to measure community resiliency and progress.
- ✓ **Social Media & Internet Campaigns:** Campaigns ran through social media and the internet provides a medium to share information with the public. Although these campaigns provide limited interactivity with the public, supporting data analytics can identify segments of the public that were reached.

ISC will work with the client to prepare a hazard mitigation plan engagement strategy that benefits not only the plan update but also considers other public outreach initiatives, program priorities, and desired outcomes. Ultimately, ISC recommends conducting a variety of community engagement strategies throughout the hazard mitigation planning process to include four to six virtual and on-site meetings. These public and steering committee meetings will occur as part of a documented project schedule presented to the Planning Team. Our Team will take all the necessary

steps to engage participants, educating them on the importance of the HMP, and including interactive activities throughout the meetings.

Task 3: Hazard Identification and Risk Assessment

A community's hazard risk assessment is a critical document that defines a community's strategic common operational picture to mitigate, as well as prepare, protect, respond, and recover to emergencies and disasters.



The ISC Team will rely on its experience developing natural, technological, and political hazard risk and vulnerability assessments for some of the nation's most complex communities and infrastructure systems.

Our team's proven methodology ensures:

- ✓ Ensures uniformity among hazard categories
- ✓ Utilizes empirical values applicable to all communities, facilities, and systems
- ✓ Employs complex GIS modeling and analysis of probable scenarios to provide planning considerations of social, political, and physical impacts
- ✓ Grants the flexibility needed to integrate the vulnerability assessments of critical assets accurately and systematically
- ✓ Provides consistency between the State's approach as applicable while addressing the unique characteristics and attributes of the Client.

As part of the community's overall risk assessment, the ISC Team will provide an analysis of the natural, technological, and political hazard categories by elaborating upon and defining the specific types of hazards; identifying recent events that have occurred locally and/or regionally; developing the hazard profiles, parameters, and characteristics; assessing possible vulnerabilities; determining probable scenarios, and modeling select hazards.

Subtask 3.1 Hazard Identification and Profiles

The ISC Team will help the Planning Team identify and review all the hazards that might affect the community and will narrow the list to the hazards that most likely will impact the community. Our team will obtain this information through various avenues, including, but not limited to:

Best Practice #3
ISC documents the planning process, provide a method of on-going committee collaboration, offer an archival repository of planning meeting minutes and information, and ensure the active participation of committee members and key stakeholders throughout the life cycle of the Hazard Mitigation planning process.

1. **Research of historical documents and data:** By accessing newspapers, historical societies, database searches, etc., the ISC Team will gather records that may contain dates, the magnitude of the events, damage, and further evidence of the past natural disasters in the community.

2. **Review of existing plans and reports:** To ensure the Client is covering all the possible hazards, our team will collect and review plans and documents that may have information on hazard planning. These documents will be reviewed to identify a list of disasters and potential issues that have occurred in the past. Also, local comprehensive plans, land use plans, capital improvement plans, as well as building codes, land development regulations, and flood ordinances will be reviewed to identify hazard provisions that indicate the presence of local hazards.
3. **Inventory Assets:** Using GIS data management and analysis, an inventory of the Client's assets will be developed based on the categories defined in the DHS/FEMA protocol. This inventory of assets will assist in identifying areas that are subject to the various natural hazards in the subject area. These categories are:
    a. Transportation Systems
    b. Lifeline Utility Systems
    c. High Potential Loss Facilities (financial institutions, government buildings, etc.)
    d. Hazardous Waste/Materials Facilities
4. **Profile Hazards:** Per FEMA, each hazard profile will include a description of the hazard, previous occurrences, locations, and extents, and the probability of future occurrences.

In close coordination with the Planning Team, the ISC Team will reach out to local, state, and federal governments to obtain hazard information, development trends, known vulnerabilities, and past experiences mitigating, responding, and recovering from disasters. These efforts may include (as appropriate):

- ✓ Interviewing pre-identified local officials and FEMA officials; and,
- ✓ Contacting other resources such as Natural Hazards Center, Hazard Disaster Center, National Weather Service, Association of State Floodplain Managers, International Association of Emergency Managers, etc.

Many sections (at a minimum, flooding, drought, and extreme temperatures) will also consider how climate change may exacerbate the hazard, notably how it may impact vulnerability, frequency, or severity.

Subtasks 3.2 and 3.3 Hazard Mapping & Vulnerability Assessment

Led by our GIS/HAZUS Analyst, our Team will work directly with the Planning Team to conduct a GIS-HAZUS Level 2 Analysis, modeling varying hazard scenarios depicted by the client.

Selected sections of the Hazard Profile (at a minimum flooding, drought, and extreme temperatures) will also consider how climate change may exacerbate the hazard, notably how it may impact vulnerability, frequency, or severity.

For these tasks, an initial inventory of the Client assets will use the baseline data contained in HAZUS-MH and supplemented by GIS data provided by the Client. The effort includes developing and mapping a general inventory of assets in the applicable planning area. Using a base map, the ISC Team will identify the assets inside areas for each identified hazard that has a defined physical geographic boundary.

Our team will review the inventory to ensure that all facilities, infrastructures, and sectors critical to the continuity of government, operations, and services provided by the Client are included in

the mitigation planning process. Additionally, our team will conduct GIS-HAZUS Analysis Models of varying hazard scenarios.

The loss estimation process will utilize HAZUS-MH modeling (or other modeling program), GIS analysis, historical disaster data and information, and quantitative analysis to estimate the losses to natural and human-induced hazard events in a defined area. The analysis will include the following:

- Estimation of the losses to structures;
- Estimation of the losses to contents;
- Estimation of the losses to structure use and function;
- Projection of human losses; and,
- Estimation of the primary direct and indirect loss.

Our team will use HAZUS-MH (or other modeling programs) and GIS analysis to determine which individual assets could sustain the largest potential losses, by adding the structure loss, content loss, and function loss for each asset to determine the total loss. This process will produce the following:

- Calculation of the losses to each asset;
- Calculation of the estimated damages for each hazard event; and,
- Creation of a map that shows a composite of the areas of highest loss.

Best Practice #4
ISC's proprietary CVR2 Model is a prioritized indication of planning risk considerations and dashboard analytics that can be incorporated into the community's preparedness efforts, that will increase programmatic efficiency, operational effectiveness, and a unified common operational picture.

To ensure the GIS mapping effort is as comprehensive as possible, an inventory of critical facilities will be developed, and may include the following:

- Key end users (Special population centers, such as daycare facilities, nursing homes/elderly housing, medical, and correctional facilities)
- Water and wastewater treatment plants and associate pumping stations;
- Power generation, transmission, and delivery facilities;
- Hazardous materials facilities;
- Repetitive loss properties;
- Population density; and,
- Structures delineated by use (residential, commercial, industrial, institutional, and others as appropriate).

Best Practice #5
Unlike our competitors, ISC offers FAA-licensed operators to conduct drone flights per 14 CFR part 107. Incorporating aerial analysis gives a new perspective on existing hazard risks & hazard mitigation actions. Aerial imagery analysis and modeling of high hazard areas, recovering communities, and vital infrastructure assets can be incorporated into your HMP.

As part of the vulnerability assessment, our team will look at future development trends and special considerations (i.e., historical property, environmentally sensitive areas, etc.) that can have a significant impact on a community's risk of hazards. The impact of these trends and special considerations on the community's risk is directly proportional to the size of the community, community values, and the significance of the development trend or special consideration.

With input from the Planning Team, our team will analyze the effect of any significant future development trends and special considerations identified by the Client to determine their positive or negative impacts on hazard profiles, inventoried assets, or projected losses.

Subtask 3.4 Capabilities Assessment

ISC will conduct an in-depth and comprehensive review of the mitigation capabilities and tools currently available to the Client to implement the mitigation strategy. The assessment will include an inventory of existing plans, policies, and procedures that the Client has in place to mitigate the effect of hazards. Our team will also look at fiscal, staffing, and organizational capabilities.

Task 4: Developing a Mitigation Strategy

Identifying and prioritizing mitigation actions are the fundamental components of an HMP. In the previous tasks, ISC redefined hazards, reassessed vulnerabilities, and the losses were estimated. Our Team will craft a prioritized list of mitigation actions that will reduce future risks and losses. This task will allow ISC to identify goals and objectives; identify and reevaluate mitigation actions, and develop the capabilities assessment, and identify mitigation strategies.

This effort will also include a progress update on the mitigation actions taken during the last five years, regardless of inclusion in the previous HMP or funding source. This progress update will provide context and ideas for new projects.

Subtask 4.1 Develop Hazard Mitigation Goals

Based upon the hazard profiles, hazard loss, vulnerability, and risk assessment, the Planning Team will identify mitigation goals that articulate the Client's desire to protect people and structures, reduce the cost of disaster response and recovery, and minimize disruption to the community following a disaster.

ISC will prepare a Memorandum stating the identified Mitigation Goals and Objectives, as identified by the Planning Team and schedule and conduct a meeting to review draft mitigation goals and objectives with the Planning Team and the public. ISC will solicit feedback to gain buy-in and consensus.

Information revealed in the hazard profiles, and loss estimation will be used to develop clear mitigation goals. ISC will host the planning meeting and review the hazard profiles with details on the causes of hazards, the likelihood of occurrence, the potential severity, and the extent of areas affected. ISC will review the loss estimation dollar amount of damages for hazard events, as well as related economic information like business interruptions and revenue losses.

Subtask 4.2 Develop, Evaluate, & Prioritize Mitigation Actions

ISC will reevaluate mitigation actions consistent with the goals and objectives that were previously defined and will evaluate the mitigation actions to determine the action's effectiveness and efficiency for preventing, protecting, and reducing damages to the community's assets from natural hazards. Input will be considered from relevant state and federal agencies, as well.

Evaluation of these mitigation actions will be based on, but not limited to, the following criteria:

- Technical feasibility
- Economic benefits
- Environmental impacts
- Maintenance needs
- Political support
- Legal authority

- Community acceptance
- Staffing and funding (Administrative)
- Historic projects of similar scope and magnitude

All mitigation actions, regardless of their criterion, will be assessed and discussed. Each mitigation action will include the following:

- Project Name and Number
- Goal and/or Objective being met
- Hazard to be mitigated
- Description of the Problem
- Project Description
- Estimated Timeline
- Lead Agency responsible for implementation
- Estimated Costs
- Estimated Benefits
- Potential Funding Sources
- Whether or not the project is related to a Critical Facility (and if so, assurance that the facility will be protected to the 500-year event or greatest damage scenario).

Subtask 4.3 Mitigation Actions Implementation Strategy

The implementation strategy identifies how the Client proposes to achieve its mitigation goals and objectives. The Mitigation Actions Implementation Strategy will redefine, identify, and confirm mitigation actions, partners, resources, and schedules.

The implementation strategy will also cover potential funding sources. The sources will be described and include a website link for further information.

ISC will prepare a draft Mitigation Actions Implementation Strategy for review by the Planning Team. Once reviewed, ISC will incorporate changes to the newly created Mitigation Actions Implementation Strategy.

The strategies proposed by ISC will ensure compliance with DMA 2000 and will delineate between pre-disaster (FEMA's BRIC program) and post-disaster (HMGP 404 and 406) actions. The ISC Team will provide technical support to the six-hazard mitigation and preparedness categories, as defined by FEMA: prevention, property protection, public education and awareness, natural resources protection, emergency services, and structural projects.

Task 5: Assisting in Plan Adoption, Monitoring, and Evaluation

The ISC Team will write a complete final draft of the HMP for the Client. The plan will include a risk assessment and mitigation strategy as well as a process for maintaining the plan so that it continues to be a useful document for the rapidly growing and urbanizing communities.

ISC will deliver final drafts to the Client officials and relevant stakeholders. These deliverables will integrate with the business flow and be compliant with federal, state, and local regulations.

Subtask 5.1 Maintenance Strategy

The Plan Maintenance section, included in the final plan, will ensure that the document continues to be viable and is compliant with federal directives, and that the plan moves toward implementation over the next 5 years. **ISC also commits to offer a one-year plan maintenance review.**

The maintenance strategy will detail how the Client will monitor, evaluate, implement, and update the Plan. Updates or changes to the plan will be made periodically to accommodate evolving needs

and to respond to actual disasters. ISC has developed multiple year-by-year implementation strategies, which ensures the plan remains viable and relevant.

Subtask 5.2 Incorporation into Existing Planning Mechanisms

ISC will work in concert with the Planning Team to incorporate the HMP into existing planning mechanisms. We will consider community development plans, local capital improvement budgets, floodplain management plans, emergency management doctrine, and other planning mechanisms that are relevant to each community's hazard mitigation strategy.

Subtask 5.3 Implementation Schedule

Each mitigation project will include an implementation schedule per the "Implementation Plan."

Subtask 5.4 Continued Public Involvement

In past engagements, we have developed robust and detailed public involvement campaigns and schedules to ensure continued public feedback. We also have the capability to encourage real-time and continuous feedback through virtual tools (i.e., surveys, social media, web sites, etc.)

The ISC Team will write a complete final draft of the HMP for the Client. The plan will include a risk assessment and mitigation strategy as well as a process for maintaining the plan so that it continues to be a useful document for the rapidly growing and urbanizing communities.

ISC will deliver final drafts to the Client officials and relevant stakeholders. These deliverables will integrate with the business flow at the Client and be compliant with federal, state, and local regulations as applicable.

Task 6: Draft Plan

The project team will prepare a draft of the Client's HMP that will document the mitigation planning process and address the elements required by 44 CFR 201.4 and CPG 101.

Best Practice #6
ISC leverages our library of compliance metric tools to allow clients to validate their plans against federal, state, and industry requirements, include DMA 2000. Our data-driven assessment gives emergency management professionals the opportunity to evaluate compliance systematically & comprehensively.

ISC will assemble information, comments, and reports from the previous tasks. Informational databases, graphics, and maps will also be included in the final plan to visualize the geographic, functional, or systematic relationship between the loss estimation and the mitigation activity chosen.

To meet DMA 2000 requirements, the document will include a description of the planning process; a definition of the planning area identifying who was involved in the process, how they were involved, and methods of public participation that were employed; and a detailed description of the decision-making and prioritization process.

ISC will distribute the copies to the Planning Team for review. A public review draft will be also released for public comment before the HMP is finalized.

The Planning Team will meet to review the HMP draft. ISC will incorporate all the Committee's final revisions and will submit the plan to the Client officials within two weeks after the receipt of final review comments (we can provide printed, electronic, or both formats).

Task 7: Final Plan & Submission to the State & FEMA

ISC will complete the final draft of the plan and will develop the appropriate Plan Review Tool. The plan will be updated to reflect new programmatic changes to the mitigation program, which became effective April 2023.

ISC will submit copies of the final draft to the State and/or FEMA Region for approval. When approved by FEMA, the Client Project Lead will present the plan before the Client leadership for formal adoption.

After FEMA indicates the Client's HMP is approvable pending adoption (APA), ISC will assist in preparing the plan to be adopted, with copies of the adoption resolutions provided to the State and FEMA by the Client and ISC.

Subtask 7.1 Closeout

Upon completion of this project and finalization of the proposed deliverable, the ISC Project Manager will provide a "Project Close-Out" report. This report will incorporate the final "Monthly Status of Accomplishments and Costs" report information, summarize this project effort, and recommend improved methodologies for future initiatives of a similar nature.

The "Project Close-Out" report will be submitted as draft copies to the Client Project Lead within 45 days of completion of the Client's HMP.

Schedule

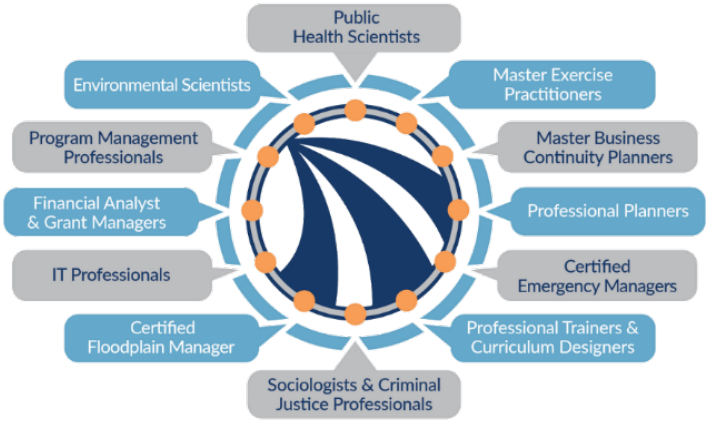
The project timeline is executable immediately upon the notice-to-proceed. The timeline does not account for any unforeseen, uncontrollable delays to the project. ISC has developed this project timeline with the intention to foster full collaboration with the project's key stakeholders and principals. This schedule will ensure the State and FEMA have adequate time to formally review and approve the plan.

Our team is capable to initiate the project upon notice of contract award, but will be prepared to begin immediately. The below timeline is based on our standard 9-month schedule for HMPU's, however we can accommodate any schedule to meet your needs.

Month:	1	2	3	4	5	6	7	8	9
Task 1: Project Management, Planning, Organizing Resources									
Project Initiation	X								
PWP & Internal Controls	X								
Project Reporting	X	X	X	X	X	X	X	X	X
Planning Team & Meetings		X			X			X	
Documentation of Process		X			X		X	X	
Public Outreach		X			X			X	
Task 2: Hazard Identification									
Hazard Identification & Profiles		X	X	X					
Hazard Mapping			X	X					
Task 3: Risk Assessment									
Vulnerability Assessment				X	X				
Capabilities Assessment					X				
Task 4: Developing a Mitigation Strategy									
Develop Mitigation Goals					X				
Prioritize Mitigation Actions					X	X	X		
Implementation Plan							X		
Task 5: Assisting in Plan Adoption, Monitoring, and Evaluation									
Maintenance Strategy							X	X	
Incorporation into Existing Planning								X	
Implementation Schedule								X	
Continued Public Involvement								X	
Task 6: Draft Plan									
Draft Plan							X	X	
Task 7: Final Plan & Submission to the State & FEMA									
Final Plan								X	X
Submission & Adoption								X	X

Key Personnel Qualifications

The ISC Team consists of 40+ full-time employees and maintains a cadre of **250+ emergency management professionals** with experience completing Hazard Mitigation Planning services. ISC has drawn from this extensive pool of highly experienced and qualified resources and specifically identified key personnel for this project. The ISC Team offers Certified Floodplain Managers, Community and Mitigation Planning Subject Matter Experts, and Certified HAZUS Practitioners. All our proposed key personnel have consistent records of successful leadership, innovation, client service, and technical expertise.



The table below summarizes the organization of our proposed team, as well as their roles, qualifications, and relevant experience. Please see **Appendix A** for our key personnel resumes.

Key Staff		
Staff & Role	**Qualifications**	**Relevant Experience**
Daniel Martin, CEM, PhD Managing Principal	• PhD, Emergency Management • BS, Environmental Engineering • Certified Emergency Manager	• Managed over 200 emergency management consulting engagements • Supported over 30 post-disaster community recovery operations • Multiple Presidential awards and recognition
Yahiritza Álvarez Project Manager	• Executive Master of Professional Studies in Emergency and Disaster Management • BS, Meteorology	• Contra Costa County MJ-HMP, project manager • Miami-Dade County Office Emergency Management, Emergency Management Planner • 5-year update of Miami-Dade County's Local Mitigation Strategy
Micheal Kemp, PhD Client Liaison	• Academic and practical credentialed public safety professional with 30+ years of direct experience • PhD, Emergency Management • MS, Emergency Management	• Dawson County, MT, Mitigation planning, Senior Advisor • McCone County, MT, Mitigation planning, Senior Advisor • Wibaux County, MT, Mitigation planning, Senior Advisor
Daiko Abe Subject Matter Specialist	• MS, Emergency Management • Certified Floodplain Manager	• Salt Lake County, UT, MJHMP • Cook County, IL MJHMP • Hamilton County, OH HMP • Project Manager for over 20 FEMA-approved hazard mitigation plans across the nation, in addition to providing subject matter and planning support to multiple other mitigation plans.

Key Staff		
Staff & Role	**Qualifications**	**Relevant Experience**
Jake Halley Planner/GIS Specialist	• Lead planner for multiple MJHMPs nation-wide • HAZUS-MH Professional	• City of Detroit HMP • City of Galveston, TX HMP • St Charles Parish, LA MJHMP • San Miguel County, NM MJHMP • UTMB Galveston.404 and 406 mitigation activities
Morgan Johnson Planner/GIS Specialist	• 20+ years of EM experience • HAZUS Professional • MPH, Health Behavior and Health Education • BS, Psychology	• Montgomery County TX HMP • California COVID Business Continuity Planning • FEMA Region 2 All Hazards Plans
Gail Leek Planner	• Mitigation planning specialist • BS, Business Administration	• 18+ years of hazard mitigation planning experience • Colorado state hazard mitigation planning specialist
Stuart Wallace Planner	• 40+ years of experience • HSEEP certified • MS, Landscape Architecture • MS, Civil Engineering • BS, Landscape Architecture	• Multiple state-level HMPs • 15+ county MJHMPs • FEMA National Earthquake Incident Annex • All Hazards Recovery Plan
Michael Gregory, CEM Planner	• 40+ years of experience • Certified Emergency Manager (CEM) • BS, Emergency Management • AS, Nuclear Engineering Technology	• City of Ontario Hazard Mitigation Plan • Los Angeles Hazard Mitigation Plan • Various disaster recovery deployments
Ricardo Soto-Lopez Planner	• MA, Intercultural Studies • MS, Nonprofit Management • BS, Urban and Regional Studies	• Hawaii State Hazard Mitigation Plan • Community Redevelopment Program Manager • HUD CDBG-DR and CDBG-Mit Planner

The ISC Team understands that availability of key staff for task assignments is critical to moving programs and projects forward. The ISC Team's proposed staff is available immediately, upon award of the project. Moreover, we are prepared to commit our proposed key staff for the duration of the project and will not replace any key staff without prior consultation with, and approval.

For those circumstances beyond our control, the ISC Team will submit the replacement key staff's qualifications for review. If any additional resources are required the ISC Team will provide approved additional staff, as necessary.

4. Fee Schedule

As a recognized small business, ISC works diligently to keep costs as competitive as possible, while maximizing the return on investment for our clients. With our extensive knowledge and experience developing HMPs, we are confident that we can deliver an HMP ahead of schedule, and under budget, as described in this proposal.

Fee Schedule

Based on the scope of work, the estimated cost for this project will be **$164,370.58**. This is a firm fixed price, inclusive of all labor, materials, travel expenses, and all other costs, direct and indirect, necessary for each task identified in the Scope of Work. ISC will bill monthly for work performed for each task, unless otherwise directed by the client.

	Unit	Quantity	Total Cost
TASK 1 - PROJECT MANAGEMENT			
Principal	$ 180.08	10	$ 1,800.80
Project Manager	$ 169.67	25	$ 4,241.75
Senior EM Planner	$ 146.06	45	$ 6,572.70
	TASK 1.1 SUBTOTAL		**$12,615.25**
	Task 1 Estimate		**$12,615.25**
TASK 2 - ORGANIZE RESOURCES			
Project Manager	$ 166.95	20	$ 3,339.00
Senior EM Planners	$ 146.06	45	$ 6,572.70
EM Planners	$ 124.49	90	$ 11,204.10
	TASK 2.1 SUBTOTAL		**$21,115.80**
	Task 2 Estimate		**$21,115.80**
TASK 3 - RISK ASSESSMENT			
Project Manager	$ 166.95	26	$ 4,340.70
Senior EM Planners	$ 146.06	87	$ 12,707.22
EM Planners	$ 124.49	155	$ 19,295.95
GIS Analyst	$ 138.41	90	$ 12,456.90
	TASK 3.1 SUBTOTAL		**$48,800.77**
	Task 3 Estimate		**$48,800.77**
TASK 4 - MITIGATION STRATEGY			
Project Manager	$ 166.95	30	$ 5,008.50
Senior EM Planner	$ 130.25	95	$ 12,373.75
EM Planner	$ 106.53	175	$ 18,642.75
GIS Analyst	$ 126.42	50	$ 6,321.00
	TASK 4.1 SUBTOTAL		**$42,346.00**
	Task 4 Estimate		**$42,346.00**
TASK 5 - ASSIST WITH PLAN ADOPTION			
Project Manager	$ 166.95	5	$ 834.75
Senior EM Planners	$ 130.25	25	$ 3,256.25
EM Planners	$ 106.53	60	$ 6,391.80
GIS Analyst	$ 126.42	-	$ -
	TASK 5.1 SUBTOTAL		**$10,482.80**
	Task 4 Estimate		**$10,482.80**
TASK 6 - DRAFT PLAN			
Project Manager	$ 166.95	10	$ 1,669.50
Senior EM Planners	$ 130.25	38	$ 4,949.50
EM Planners	$ 106.53	80	$ 8,522.40

		Unit	Quantity	Total Cost
	GIS Analyst	$ 126.42	45	$ 5,688.90
		TASK 6.1 SUBTOTAL		**$20,830.30**
		Task 4 Estimate		**$20,830.30**
TASK 6 - FINALIZE PLAN				
	Project Manager	$ 166.95	5	$ 834.75
	Senior EM Planners	$ 130.25	20	$ 2,605.00
	EM Planners	$ 106.53	35	$ 3,728.55
	GIS Analyst	$ 126.42	8	$ 1,011.36
		TASK 7.1 SUBTOTAL		**$8,179.66**
		Task 4 Estimate		**$8,179.66**
TOTAL PROJECT FEE ESTIMATE:				**$164,370.58**

5. Excluded or Subcontracted Services

No necessary services relating to this proposal/service process are excluded from our proposal. ISC does not intend to subcontract any portion of work.

6. List of Similar Services Completed

Recent HMP Projects

The projects below provide a representative list of projects, of a scale and complexity similar to this project engagement. In each case identified, ISC's support, services, expertise, and integrated approach resulted in developing Hazard Mitigation Plans that were accepted by the state and FEMA, but also successfully positioned these communities to secure funding for implementing hazard mitigation projects.

Summary of Recent ISC HMP Projects			
Client	**Date**	**Type of Contract**	**Description**
Contra Costa, CA	2023-24	HMP	County Hazard Mitigation Plan Update
City of Chino, CA	2024	HMP	City Hazard Mitigation Plan Update
City of Santa Cruz	2024	PDRM	City Post Disaster Recovery & Mitigation
City of Downey, CA	2023	HMP	City Hazard Mitigation Plan
City of La Mirada, CA	2022	HMP	City Hazard Mitigation Plan Update
City of Santa Monica, CA	2018	HMP	City Hazard Mitigation Plan Update
State of California	2017	PDRM	Regional Post Disaster Recovery & Mitigation
City of Beverly Hills, CA	2017	HMP	City Hazard Mitigation Plan Update
Bonner County, ID	2024	HMP	County Hazard Mitigation Plan Update
Onondaga County, NY	2024	HMP	County Hazard Mitigation Plan Update
Oakland County, MI	2024	HMP	County Hazard Mitigation Plan Update
Cook County, IL	2024	HMP	County Hazard Mitigation Plan Update | 136 participating jurisdictions | Plan initiated, approved, and adopted within a 5-month timeframe.
Grand County, UT	2023	HMP	County Hazard Mitigation Plan Update
Kane County, IL	2023	HMP	County Hazard Mitigation Plan Update
Kittitas County, WA	2023	HMP	County Hazard Mitigation Plan Update
Lower Elkhorn Region, NE	2023	HMP	11 County Hazard Mitigation Plan Update
Missoula County, MT	2023	HMP	County Hazard Mitigation Plan Update
Port of Houston	2023	HMP	Port Authority Hazard Mitigation Plan
TriMet, OR	2023	HMP	Regional Hazard Mitigation Plan Update
Uintah County, UT	2023	HMP	County Hazard Mitigation Plan Update
University of Utah	2023	HMP	University Hazard Mitigation Plan
Mississippi District 9	2023	HMP	5 County Regional Hazard Mitigation Plan Update
San Juan County UT	2023	HMP	County Hazard Mitigation Plan Update
Los Alamos, NM	2023	HMP	County Hazard Mitigation Plan Update

Summary of Recent ISC HMP Projects			
Client	**Date**	**Type of Contract**	**Description**
DuPage County, IL	2023	HMP	County Hazard Mitigation Plan Update
New York University	2022	HMP	University Hazard Mitigation Plan
Lake County, IL	2022	HMP	County Hazard Mitigation Plan Update
La Mirada, CA	2022	HMP	City Hazard Mitigation Plan Update
Detroit, MI	2021	HMP	City Hazard Mitigation Plan Update
Dawson County, MT	2021	HMP	4-county Hazard Mitigation Plan Update
Umatilla	2022	HMP	Tribal Hazard Mitigation Plan Update
Dawson County, MT	2022	HMP	County Hazard Mitigation Plan Update
DuPage County, IL	2023	HMP	County Hazard Mitigation Plan Update
Fort Belknap	2022	HMP	Tribal Hazard Mitigation Plan Update
Snoqualmie Tribe	2022	HMP	Tribal Hazard Mitigation Plan Update
Teton County, WY	2022	HMP	County Hazard Mitigation Plan Update
Waukesha County, WI	2022	HMP	County Hazard Mitigation Plan Update
Yakima Valley, WA	2022	HMP	County Hazard Mitigation Plan Update
Ysleta del Sur Pueblo	2022	HMP	Tribal Hazard Mitigation Plan Update
Jerome County, ID	2022	HMP	County Hazard Mitigation Plan Update
Lenowisco Planning District, VA	2021	HMP	Regional Hazard Mitigation Plan Update
Campbell County, TN	2020	HMP	County Hazard Mitigation Plan Update
Cook County, IL	2020	HMP	County Hazard Mitigation Plan Update | 136 participating jurisdictions | Plan initiated, approved, and adopted within a 5-month timeframe.
Milwaukee County, WI	2017	HMP	County Hazard Mitigation Plan Update
Kootenai County, ID	2020	HMP	County Hazard Mitigation Plan Update and Wildfire Mitigation Plan
Salt Lake County, UT	2019	HMP	County Hazard Mitigation Plan Update | Level 3 HAZUS
Portage County, WI	2019	HMP	County Hazard Mitigation Plan Update
Madison County, ID	2018	HMP	County Hazard Mitigation Plan Update
Franklin County, OH	2017	HMP	County Hazard Mitigation Plan Update
Hamilton County, OH	2017	HMP	County Hazard Mitigation Plan Update
Royal Oak, MI	2017	HMP	City Hazard Mitigation Plan Update
Oakland County, MI	2017	HMP	County Hazard Mitigation Plan Update
Seminole Tribe of Florida	2017	HMP	Tribal Hazard Mitigation Plan Update
Montana NE Region	2017	HMP	Multi-County Hazard Mitigation Plan Update

Summary of Recent ISC HMP Projects			
Client	**Date**	**Type of Contract**	**Description**
Carter County, TN	2016	HMP	County Hazard Mitigation Plan Update
Hardin County, IA	2016	HMP	County Hazard Mitigation Plan Update
Red River Valley (ND & MN)	2013-2016	HMP	Multi-County Hazard Mitigation Plan Updates for 16 County Region in Minnesota and North Dakota

Project Qualifications

Since 2006, ISC has been a single-source provider of single and multi-jurisdiction hazard mitigation plans, for jurisdictions across the U.S. Over our fifteen-year history, ISC has conceptualized, designed, developed, planned, prepared, and delivered 50+ local and multi-jurisdiction hazard mitigation plans, similar in size, scope, and complexity to that requested in the RFP.



Provided below are some notable examples of hazard mitigation plans that ISC has previously delivered to other agencies and jurisdictions, of similar size and scope. We are happy to provide additional information, on any of the examples below, upon request.

City Hazard Mitigation Plan

City of La Miranda, California

Location	La Miranda, California
Contract Length	2022 – 2023

In 2022, ISC was awarded the contract to coordinate, facilitate, and prepare the City of La Miranda's New Local Hazard Mitigation Plan pursuant to the Disaster Mitigation Act of 2000. The plan was required to be consistent with the State of California's Office of Emergency Services' new plan requirements. The plan was developed to help identify mitigation actions that would make the City and plan participants more resistant to disasters, including earthquakes, urban fires, droughts, floods, and climate change, as required by California Government Code Section 65302. La Mirada is 7.82 total square miles in area. It is located in southeast Los Angeles County near the Orange County border and offers the benefits of living in a mild Southern California climate. La Mirada is characterized by the unique and attractive geographical landscape and weather that makes the region popular among residents and visitors. However, the potential impacts of natural hazards associated with the terrain make the environment and population highly vulnerable to natural disasters.

Additionally, La Mirada is subject to earthquakes, flooding, landslides, and wildfires. It is impossible to predict exactly when these disasters will occur or the extent to which they will affect the City. However, with the development of the Hazard Mitigation Plan, careful planning and collaboration among public agencies, private sector organizations, and citizens within the community, ISC was able to assist the City in minimizing the losses that can result from these natural disasters.

City Hazard Mitigation Plan

City of Downey, California

Location	Downey, California
Contract Length	2022

In 2022, ISC was awarded the contract for completion of the City of Downey's Local Hazard Mitigation Plan (LHMP) update. The City's existing LHMP (adopted in 2017) required an update based on the Local Multi-Hazard Mitigation Planning Guidance published by FEMA on April 19, 2022. The final deliverable to the client being a FEMA approved LHMP. In coordination with the City, ISC City was responsible for assembling a Hazard Mitigation Planning Team consisting of City personnel, including: Fire Department, Public Works, Community Development, Parks and Recreation and the Police Department. Additionally, ISC reviewed the natural and man-made hazards that threaten the City. ISC collected and incorporated information and comments throughout the LHMP process, making all necessary revisions, and prepared a Final Plan for submittal to Cal OES and FEMA for review and approval.

Local Hazard Mitigation Plan Update

City of Beverly Hills, CA

Location	Beverly Hills, California

The City of Beverly Hills requested ISC to develop an update of its 2016 – 2021 LHMP. To do this, ISC worked closely with City of Beverly Hills stakeholders to complete the four key phases of the project: 1) Organize Resources, 2) Review the Mitigation Plan and Objectives, 3) Complete Multi-Hazard Mitigation Plan Update and Public Review, and 4) Write Updated Plan/Print and Edit per Review. Prior to the first formal meeting, our Team worked with the City of Beverly Hills Project Manager to formalize a scope of work (SOW), identify committee members and identify other logistical necessities needed to complete the project. This proactive approach allowed the City and ISC to engage the whole community and collaborate throughout the project lifecycle. Our Team completed the City's LHMP Update, receiving approval from Cal OES and FEMA and was adopted by the City of Beverly Hills City Council.

Local Hazard Mitigation Plan Update

Santa Monica Office of Emergency Management (OEM)

Location	Santa Monica, CA

Since the 1994 Northridge Earthquake, the City of Santa Monica worked closely with FEMA and the California Governor's Office of Emergency Services (Cal OES) on several disaster recoveries and hazard mitigation projects. The Hazard Mitigation Advisory Committee collaborated with ISC, with the Office of Emergency Management (OEM), local businesses, stakeholders, and community members to update the LHMP. The LHMP identified, assessed, and evaluated opportunities to implement infrastructure resiliency and continuity strategies into significant City of Santa Monica initiatives. ISC developed and established a strategy for the City of Santa Monica to gather input from local businesses and residents for the mitigation plan update. Results were analyzed and compared to the local community survey results to identify similarities and differences. The plan was unanimously approved by City Council.

Major Milestones:

- **Repetitive Loss Analysis:** ISC analyzed Santa Monica's flood risk using spatial data analysis to identify flood-prone zones and structures that experienced repetitive loss due to flooding.
- **Business and Community Survey:** ISC developed and established a strategy for the City of Santa Monica to gather input from local businesses and residents for the mitigation plan update. Surveys were available in multiple formats and locations to reach a representative sample of the local community. Results were analyzed and presented to the City and incorporated into their annual community assessment regarding community emergency

Local Hazard Mitigation Plan Update

Santa Monica Office of Emergency Management (OEM)

preparedness. Results were analyzed and compared to the local community survey results to identify similarities and differences.

- **Exercise Evaluation:** ISC participated in the Great ShakeOut exercise of the City's EOC.
- **Additional Hazard Profiles:** Successfully updated all previous existing hazard profiles and developed new HAZUS maps to be included in the plan update. New risks identified during the risk assessment resulted in the development of two new hazard profiles.

Multi-Jurisdictional Hazard Mitigation Plan

Contra Costa County Office of Emergency Services

Location	Contra Costa County, California
Contract Length	December 2023 – July 2024

ISC was selected by Contra Costa County to update its 2018 multi-jurisdictional hazard mitigation plan in accordance with the latest hazard mitigation plan requirements set forth by Cal OES and the Federal Disaster Mitigation Act of 2000. ISC worked closely with Contra Costa County Office of Emergency Services to facilitate the participation of 33 municipalities and unincorporated areas with a population of 1,049,925 in the countywide collaborative planning process. The objective of the hazard mitigation planning process was to identify the hazards that impact communities, identify actions to reduce losses from those hazards, and establish a unified process to implement the plan across jurisdictional boundaries.

7. References

City Hazard Mitigation Plan

City of La Miranda, California

Location	La Miranda, California
Contract Length	2022 – 2023
Reference	Mark Rounds (562) 902-2960 mrounds@cityoflamirada.org

In 2022, ISC was awarded the contract to coordinate, facilitate, and prepare the City of La Miranda's New Local Hazard Mitigation Plan pursuant to the Disaster Mitigation Act of 2000. The plan was required to be consistent with the State of California's Office of Emergency Services new plan requirements The plan was developed to help identify mitigation actions that would make the City and plan participants more resistant to disasters, including earthquakes, urban fires, droughts, floods, and climate change, as required by California Government Code Section 65302.

La Mirada is 7.82 total square miles in area. It is located in southeast Los Angeles County near the Orange County border and offers the benefits of living in a mild Southern California climate. La Mirada is characterized by the unique and attractive geographical landscape and weather that makes the region popular among residents and visitors. However, the potential impacts of natural hazards associated with the terrain make the environment and population highly vulnerable to natural disasters.

Additionally, La Mirada is subject to earthquakes, flooding, landslides, and wildfires. It is impossible to predict exactly when these disasters will occur or the extent to which they will affect the City. However, with the development of the Hazard Mitigation Plan, careful planning and collaboration among public agencies, private sector organizations, and citizens within the community, ISC was able to assist the City in minimizing the losses that can result from these natural disasters.

City Hazard Mitigation Plan

City of Downey, California

Location	Downey, California
Contract Length	2022
Reference	Rakdy Khlok (562) 299-2984 rkhlok@downeyca.org

In 2022, ISC was awarded the contract for completion of the City of Downey's Local Hazard Mitigation Plan (LHMP) update. The City's existing LHMP (adopted in 2017) required an update based on the Local Multi-Hazard Mitigation Planning Guidance published by FEMA on April 19, 2022. The final deliverable to the client being a FEMA approved LHMP. In coordination with the City, ISC City was responsible for assembling a Hazard Mitigation Planning Team consisting of City personnel, including: Fire Department, Public Works, Community Development, Parks and Recreation and the Police Department. Additionally, ISC reviewed the natural and man-made hazards that threaten the City. ISC collected and incorporated information and comments throughout the LHMP process, making all necessary revisions, and prepared a Final Plan for submittal to Cal OES and FEMA for review and approval.

Local Hazard Mitigation Plan Update

Santa Monica Office of Emergency Management (OEM)

Location	Santa Monica, CA
Reference	Paul Weinberg. Emergency Management Coordinator Santa Monica OEM 310-458-8686 paul.weinberg@smgov.net

Since the 1994 Northridge Earthquake, the City of Santa Monica worked closely with FEMA and the California Governor's Office of Emergency Services (Cal OES) on several disaster recoveries and hazard mitigation projects. The Hazard Mitigation Advisory Committee collaborated with ISC, with the Office of Emergency Management (OEM), local businesses, stakeholders, and community members to update the LHMP. The LHMP identified, assessed, and evaluated opportunities to implement infrastructure resiliency and continuity strategies into significant City of Santa Monica initiatives. ISC developed and established a strategy for the City of Santa Monica to gather input from local businesses and residents for the mitigation plan update. Results were analyzed and compared to the local community survey results to identify similarities and differences. The plan was unanimously approved by City Council.

Major Milestones:

- **Repetitive Loss Analysis:** ISC analyzed Santa Monica's flood risk using spatial data analysis to identify flood-prone zones and structures that experienced repetitive loss due to flooding.
- **Business and Community Survey:** ISC developed and established a strategy for the City of Santa Monica to gather input from local businesses and residents for the mitigation plan update. Surveys were available in multiple formats and locations to reach a representative sample of the local community. Results were analyzed and presented to the City and incorporated into their annual community assessment regarding community emergency preparedness. Results were analyzed and compared to the local community survey results to identify similarities and differences.
- **Exercise Evaluation:** ISC participated in the Great ShakeOut exercise of the City's EOC.
- **Additional Hazard Profiles:** Successfully updated all previous existing hazard profiles and developed new HAZUS maps to be included in the plan update. New risks identified during the risk assessment resulted in the development of two new hazard profiles.

Appendix A. Resumes

Please see the following pages for our Key Personnel Resumes.

Daniel Martin, PhD, CEM | Managing Principal

INTEGRATED SOLUTIONS CONSULTING

Expertise & Certifications

- Comprehensive Emergency Management Planning
- Disaster Ops & Assistance Programs
- Community Disaster Recovery
- Hazard Vulnerability, Risk & Resiliency
- Critical Infrastructure Engineer
- Emergency Management Research Methods
- Certified Emergency Manager
- Certified Homeland Security Professional
- Certified Emergency Manager
- Institution Review Board Certified
- American Society of Civil Engineers; Rebuilding the New Orleans Region: Infrastructure Systems and Technology Innovation Forum; Guest Lecturer

Years of Experience

- 30+ years of experience

Education

- MA & PhD, Emergency Management
- BS, Environmental Engineering
- Graduate Studies, Public Health & Sociology
- Critical Infrastructure Engineering (Minor)
- Completed and developed course curriculum for EMI as well as graduate and doctorate level courses on various topics

Recognition

- President Barack Obama Letter of Recognition
- President George Bush Letter of Appreciation
- 2003 President's Award

Profile

Daniel Martin is the world's first to hold a PhD in Emergency Management and recognized internationally for bridging the disciplines of emergency management and environmental sciences (climate change). He is a seasoned emergency manager whose experience covers all fundamental areas of the discipline to include response, recovery, mitigation, and preparedness to include planning, training, and exercises.

Dr. Martin has managed over 300 consulting engagements and managing several large Federal Emergency Management Agency (FEMA) and other U.S. federal emergency management contracts totaling over $2.5 billion. His project experience ranges from development of hazard mitigation plans for some of our Nation's largest communities to conducting tabletop and functional exercise on a wide variety of hazard topics and special events such as the Super Bowl. He has developed community disaster recovery plans, community preparedness surveys, hurricane preparedness commercial video to the creation of a community vulnerability and hazard risk analysis tool with over 4,500 scientifically based measurements. His experience in emergency management is extensive and maintains a high standard of performance for every client he serves.

In addition to his planning and preparedness experience, over the course of his career, Dr. Martin has responded to over 50 U.S. Nationally declared disasters and has been instrumental in many of FEMA's programmatic initiatives to improve the United States emergency management system since 9/11. His disaster experience includes all the major United States disasters to include 9/11, Hurricanes Katrina (New Orleans), Sandy (New York City), Harvey (Houston), and Maria (Puerto Rico) where he served in various leadership roles during disaster recovery operations. He has prepared, provided oversight, and/or managed the development, reconciliation, final closeout, and appeals of over $5 billion in disaster recovery and mitigation grants under the FEMA Public Assistance, FEMA Hazard Mitigation Grant, and HUD CDBG-DR programs. In 2018, Dr. Martin served as the lead Subject Matter Expert to investigate the Puerto Rico Recovery Operation following Hurricane Maria, help resolve operational and programmatic issues. Dr. Martin's efforts resulted in putting Puerto Rico on the correct path for disaster recovery.

Dr. Martin's contributions to the emergency management industry have been recognized by two former Presidents of the United States and has received commendation from FEMA Headquarters, senior client officials, and emergency management scholars for his extensive knowledge of the field of emergency management as well as the federal programs, regulations, policies, and disaster operational practices.

Relevant Project Experience

- DHS – FEMA; National Response & Recovery Directorate Planning & Coordination Program; Program Director; ISC; 2010 – Present.
- DHS – FEMA; National Catastrophic Planning Technical Assistance Program; Managing Principal; ISC; 2015 – Present.
- DHS – FEMA; Nationwide Infrastructure Response & Recovery – Public Assistance TAC Support; Managing Principal; ISC; 1998 –Present.
- Department of Interior: Bureau of Indian Affairs Emergency Management Services; Managing Principal; ISC; 2014 – Present.
- Miami-Dade Emergency Management & Homeland Security Consulting Services; Managing Principal; ISC; 2009 – Present.
- San Diego As-Needed Emergency Planning Services; Managing Principal
- Houston-Galveston Area Council All Hazards Preparedness, Planning, Recovery

Yahiritza Álvarez, MPS, FPEM | Project Manager

Expertise & Certifications

- Emergency Management
- Program Management
- Policies and Standards
- Training and Instruction
- Problem Resolution
- Exercise Design and Delivery
- Incident Response and Recovery
- Community Outreach and Education
- Florida Professional Emergency Manager Certification
- Volunteer and Donations Management
- Resiliency Planning
- Plan Development and Management
- Meteorology
- Proficient with WebEOC
- Proficient with ARM360 (Damage Assessment Software)

Years of Experience

- 10+ years of experience

Education

- Executive Master of Professional Studies in Emergency and Disaster Management
- BS, Meteorology

Profile

Yahiritza D. Álvarez is a Senior Consultant with Integrated Solutions Consulting, bringing over 10 years of experience in emergency management. With a strong foundation in project management, she has successfully led and executed complex, multi-jurisdictional hazard mitigation plans, ensuring alignment with federal and state regulations. In addition to hazard mitigation planning, Yahiritza has supported a series of other projects, including risk and gap assessments for various jurisdictions, and has collaborated closely with stakeholders across multiple sectors.

Before transitioning to consulting, Ms. Álvarez gained extensive experience at the Miami-Dade County Office of Emergency Management, where she played a critical role in disaster preparedness, response, and recovery. She has coordinated multi-agency efforts, managed Emergency Operations Center (EOC) activations, and developed emergency management plans tailored to the needs of diverse populations.

Fluent in English and Spanish, Ms. Álvarez is a dynamic and results-driven professional with a proven ability to develop, implement, and oversee emergency management programs and projects. She excels in fostering collaboration among colleagues and stakeholders, leveraging her expertise in planning and effective communication to enhance community resilience and disaster readiness.

Relevant Project Experience

Integrated Solutions Consulting, Senior Consultant, 2022 – Present

- Contra Costa County, CA, MJ-HMP, Project Manager
- Kittitas County, WA MJ-HMP, Project Manager
- Onondaga County, NY MJ-HMP, Project Manager
- Port of Houston, TX HMP, Project Manager
- TriMet, OR HMP, Planner
- Carson City, NV HMP, Lead Planner
- Clemson University THIRA/SPR, Planner
- Regional Disaster Preparedness Organization (RDPO), OR Wildland Urban Interface Risk and Gap Assessment, Planner

Miami-Dade County Office Emergency Management, Emergency Management Planner, May 2018 – 2022

- Serves as the Emergency Operations Center (EOC) Municipal Branch Director for Miami-Dade County EOC activations. Supports Miami-Dade County's 34 municipalities and six (6) colleges and universities with information sharing, protective actions and coordination of resources. Works with municipal partners to identify locations that can be utilized for COVID-19 testing and vaccinations, evacuation centers, family assistance centers and shelters.
- Supports the Recovery Coordinator in the Miami-Dade County Recovery Operations Center.

Yahiritza Álvarez, MPS, FPEM | Project Manager

INTEGRATED SOLUTIONS CONSULTING

- Oversees the Municipal Branch Program and serves as the Office of Emergency Management (OEM) Municipal Liaison to all municipalities, colleges and universities in Miami-Dade County.
- Responsible for the development, maintenance and enhancements of plans and procedures for protective measures and natural hazards. Plans and procedures include, but are not limited to, the following: Miami-Dade County's Protective Measures Plan, EOC Municipal Branch Operations Guide, Hazard Impact Assessment Plan, Cold Weather Policy & Procedure, Extreme Heat Policy & Procedure, Severe Weather Policy & Procedure, HURREVAC Policy & Procedure.
- Serves as the Program Manager for Miami-Dade County's Damage Assessment Program. This includes managing the implementation and training on the County's damage assessment software (ARM360).
- Coordinates and facilitates the Whole Community Engagement Quarterly Meetings for Miami-Dade County emergency management stakeholders, such as municipalities, colleges, universities, hospitals, law enforcement, fire rescue, County and State Departments, private sector, faith-based and community organizations.
- Selected as a member of the Project Management Team to develop the After-Action Report for the Surfside Building Collapse incident.
- Served as the Project Manager for the Miami-Dade County All-Hazards Evacuation Clearance Time project.
- Develops Miami-Dade County's Annual Emergency Preparedness Report.
- Assists with the development and enhancement of the annual Miami-Dade County Hurricane Readiness Guide.
- Enhanced the Miami-Dade County EOC Situation Report and Incident Action Plan template to present essential elements of information in a clear and concise manner to all EOC stakeholders.
- Serves as exercise controller and evaluator on numerous exercises.
- Supported the 2020 5-year update of Miami-Dade County's Local Mitigation Strategy (LMS).
- Completed the Big City Emergency Managers (BCEM) Emerging Leaders (EL) Program.
- Conducted a storm surge analysis to develop a series of evacuation scenarios based on the county's storm surge planning zones. This was developed by analyzing new Sea, Lake and Overland Surges from Hurricanes (SLOSH) data for South Florida and Geographic Information Systems (GIS) data.
- Gathered and documented Miami-Dade County's flood warning and response activities for the FEMA National Flood Insurance Program's (NFIP) Community Rating System (CRS) program.
- Enhanced evacuation center layout assessments as part of the Miami-Dade County shelter operations strategy.

Miami-Dade County Office Emergency Management, Emergency Management Specialist, Jan 2015 to May 2018

Micheal Kemp | Client Liaison

INTEGRATED SOLUTIONS CONSULTING

Expertise & Certifications

- Provides guidance to Governor appointed officials concerning disaster recovery, resource allocation and grant management.
- Reviews / validates dept. documentations supporting work performed for submission to FEMA.
- Develops data management application for tracking documentations.
- Project manager/SME overseeing /participating in over 50 customer-facing projects.
- Identifies projects, writes proposals, secures projects, and manages projects.
- Mentors project managers, oversees public relations and participates in strategic planning.
- CEM® Certified Emergency Manager

Years of Experience

- 30+ years of experience

Education

- PhD, Emergency Management
- MS, Emergency Management
- Graduate Certificate of College Teaching
- MS Criminal Justice
- BS Criminal Justice
- BS Psychology

Profile

Micheal Kemp is an academic and practical credentialed public safety professional with 30+ years of direct experience. Dr. Kemp's experiences include conducting published disaster research, completing emergency management plans, conducting/coordinating exercise, creating and administrating both academic and practical instruction/training, responding to natural disaster, disaster recovery and participating in international humanitarian missions. Dr. Kemp has worked with non-profit organizations, non-governmental business, and local, state, and federal governments.

Dr. Kemp's interests include social and physical vulnerability, natural and technological hazard identification, risk molding, mitigation, exercise and evaluation, critical infrastructure, asset protection and the adaptation, survival, and resiliency of complex systems.

Dr. Kemp has a wealth of higher education and certifications related to emergency management, including but not limited to: CEM® Certified Emergency Manager certification; completion of multiple Federal Emergency Management Agency Emergency Management Institute courses; course completion through the Center for Disease Controls (CDC), National Fire Academy, North Dakota Fireman Association, Utah Fire and Rescue Academy, Department of Defense (DOD), and the US Marine Corps; participation in the Foundation of Higher Education, FEMA Higher Education Project, and the International Association of Emergency Managers; and teaching experience as an Associate Professor with the American Military University's Emergency and Disaster Management Program (EDMG), and as faculty for Capella University's School of Public Safety.

Relevant Project Experience

- Dawson County, Montana, Mitigation planning, Senior Advisor, Integrated Solutions Consulting (ISC), 2021 – 2022
- McCone County, Montana, Mitigation planning, Senior Advisor, Integrated Solutions Consulting, 2021 – 2022
- Wibaux County, Montana, Mitigation planning, Senior Advisor, Integrated Solutions Consulting, 2021 – 2022
- Richland County, Montana, Mitigation planning, Senior Advisor, Integrated Solutions Consulting, 2021 – 2022
- US Virgin Islands Disaster Recovery Irma and Maria, Senior Advisor, 2020 – Present
- Capella University Continuity Operations Response, Senior Advisor, Capella University 2017 – 2019
- Valley County, Montana, Mitigation planning, Project Manager, ISC, 2016 – 2017
- Roosevelt County, Montana, Mitigation planning, Project Manager, Integrated Solutions Consulting, 2016 – 2017

Micheal Kemp | Client Liaison

INTEGRATED SOLUTIONS CONSULTING

- Daniels County, Montana, Mitigation planning, Project Manager, Integrated Solutions Consulting, 2016 – 2017
- Sheridan County, Montana, Mitigation planning, Project Manager, Integrated Solutions Consulting, 2016 – 2017
- Trail County, North Dakota, Mitigation planning, Project Manager, Integrated Solutions Consulting, 2014
- Morton County, North Dakota, Mitigation planning, Project Manager, Integrated Solutions Consulting, 2014
- Pennington County, Minnesota, Mitigation planning, Project Manager, Integrated Solutions Consulting, 2014
- Red Lake County, Minnesota, Mitigation planning, Project Manager, Integrated Solutions Consulting, 2014
- Polk County, Minnesota, Mitigation planning, Project Manager, Integrated Solutions Consulting, 2013
- Kittson County, Minnesota, Mitigation planning, Project Manager, Integrated Solutions Consulting, 2013
- Becker County, Minnesota Mitigation planning, Project Manager, Integrated Solutions Consulting, 2013
- Roseau County, Minnesota, Mitigation planning, Project Manager, Integrated Solutions Consulting, 2012
- Marshal County. Minnesota, Mitigation planning; Project Manager, Integrated Solutions Consulting, 2012
- Capella University Continuity Operations Planning, Committee Member, 2012 – 2018
- KandiYohi County, Minnesota Mitigation planning, Project Manager, Integrated Solutions Consulting, 2012
- Region 6 THIRA, Minnesota Subject Matter Expert, Integrated Solutions Consulting, 2012
- Region 6 Minnesota, Strategic Planning Project Manager; Integrated Solutions Consulting, 2012 – 2015
- Clay County, Minnesota, Mitigation planning, Project Manager, Integrated Solutions Consulting, 2011 – 2012
- Norman County, Minnesota, Mitigation planning, Project Manager, Integrated Solutions Consulting, 2011 – 2012
- Miami-Dade County, CERT Training, Integrated Solutions Consulting Project Manager, 2011
- Region 2, Minnesota, THIRA, Project Manager, Integrated Solutions Consulting 2011 – 2012
- Region 3, Minnesota, HSEEP Coordinator / Project Manager, Integrated Solutions Consulting, 2010 – 2015
- Region 3, Minnesota, Red River Valley Flood Report, Author, Integrated Solutions Consulting, 2010
- Region 2, Minnesota, Capability Assessment; Project Manager, Integrated Solutions Consulting, 2010
- Hubbard County, Minnesota Mitigation Planning, Integrated Solutions Consulting, 2009 – 2010
- University of Wisconsin, Disaster Resistant Universities (DRU), Subject Matter Expert, Integrated Solutions Consulting, 2009
- Region 2, Minnesota, Critical Infrastructure & Key Resources, Project Manager; Integrated Solutions Consulting, 2009
- Indiana Department of Homeland Security (IDHS), Vulnerability Mapping, Project Manager, Integrated Solutions Consulting, 2009
- International Research Project Sumatra Tsunami, Project Manager, North Dakota State University, 2005
- Florida's EOC, ESF #5 Information and Planning, Hurricane Charley, North Dakota State University, 2004
- Albania, International Humanitarian Mission Team Leader, USMC 1996 – 1997
- The Democratic Republic of Congo, International Humanitarian Missions, Team Leader, USMC 1997
- Bosnia, International Humanitarian Missions, Team Leader, USMC 1996 – 1997

Daiko Abe | Subject Matter Specialist

INTEGRATED SOLUTIONS CONSULTING

Expertise & Certifications

- Comprehensive Emergency Management Planning
- Hazard Mitigation Planning
- Hazard Risk & Vulnerability Assessments
- Emergency Management Research Methods
- Computer-Based Training
- Long-term Recovery
- Stakeholder Engagement
- Certified Floodplain Manager

Years of Experience

- 15+ years of experience

Education

- MS, Emergency Management
- BA, Communications

Profile

As an experienced consultant and Director of Operations for Integrated Solutions Consulting (ISC), Daiko Abe has excelled in providing comprehensive all-hazard services in all phases of emergency management. As a thought leader and innovator, Mr. Abe brings expertise in the following areas: program management, technological/innovative solutions, organizational leadership, risk and vulnerability analysis, emergency planning, and public health preparedness. His disaster experience includes supporting COVID-19 response operations for the second largest county in the U.S.; supporting major flooding incidents in FEMA Regions VIII and V; recovery support for Hurricane Sandy (New York City); recovery support for Hurricane Maria (Puerto Rico); various tornadoes across the Midwest; and H1N1 response operations. Additionally, Mr. Abe personally and professionally experienced first-hand the devastating impacts of the 2011 earthquake and tsunami in Japan.

Mr. Abe is a leader in emergency management with a successful track record of supporting clients to prevent, protect against, mitigate, respond to, and recover from the multiple threats and hazards facing our nation. Mr. Abe has managed and supported over 100 consulting engagements, and currently oversees operations for all preparedness and recovery engagements for ISC. Clients have continuously recognized Mr. Abe for his professionalism, dedication, and work ethic. His aptitude and expertise have resulted in developing regional disaster response, recovery and administrative strategies; hazard mitigation plans; evacuation strategies; and a wide variety of other emergency management projects that have been recognized by the client, respective states, FEMA region and FEMA HQ. Mr. Abe received a master's degree in Emergency Management.

Relevant Project Experience

- Lead Planner Hamilton County, OH COVID-19 Reopening Strategy; Lead Planner and Project Manager; Ohio; ISC, 2020
- Cook County, IL COVID-19 Response Operations; Mass Fatality Team; Illinois; ISC, 2020
- Salt Lake County, UT Hazard Mitigation Plan; Project Manager; ISC, 2020
- Cook County, IL Hazard Mitigation Plan; Project Manager; IL; ISC, 2019
- Phoenix Region, AZ Phoenix UASI Strategic Plan; Project Manager and Planner; Arizona; ISC, 2018
- Franklin County, OH Hazard Mitigation Plan; Lead Planner and Project Manager; Ohio; ISC, 2017 – 2018
- Hamilton County, OH Hazard Mitigation Plan; Lead Planner and Project Manager; Ohio; ISC, 2017 – 2018
- FEMA HQ Catastrophic Emergent Behavior Planning; Planner; Washington, D.C.; ISC, 2016 – 2017

Daiko Abe | Subject Matter Specialist

INTEGRATED SOLUTIONS CONSULTING

- Active Shooter/Assailant Interactive Course and Storyboard Development; Developer/Planner; Oakland County, MI; ISC, 2015
- Threat and Hazard Identification & Risk Assessment Update; Planner; Miami-Dade County, FL; ISC, 2014 – 2015
- Regional Emergency Support Function (ESF 8) and Regional Healthcare Coordination Plan; Project Manager; Kansas City Region; ISC, 2014
- Miami-Dade County Emergency Preparedness Study; Project Manager; Miami, FL; ISC, 2014
- Navajo Nation – Charley Day Dam BIA Emergency Action Plan; Lead Planner; Arizona; ISC, 2013 – 2014
- Santa Monica All Hazard Mitigation Plan; Project Manager; Santa Monica, CA; ISC, 2013
- Kansas City Regional Coordination Plan; Project Manager; Kansas City Region; ISC, 2013
- Kansas City Regional Recovery Strategy; Planner; Kansas City Region; ISC, 2013
- Tribal Hazard Response Plan; Project Manager; NW United States; ISC, 2012 – 2013
- Kansas City Regional Evacuation Plan; Senior Consultant and Project Manager; Kansas City Region; ISC, 2012
- Minnesota Region Hazard Identification & Risk Assessment and CIKR Assessment; Planner; South Florida; ISC, 2012
- South Florida Threat and Hazard Identification & Risk Assessment and CIKR Assessment; Planner; South Florida; ISC, 2012
- THIRA; Senior Consultant and Lead Planner; Miami-Dade County, FL; ISC, 2011 – 2012
- Bonneville County Emergency Operations Plan (EOP) Update; Project Manager; Bonneville County, ID; ISC, 2012
- NE Idaho EOC Go-Kit Development; Project Manager; Eight (8) counties in NE Idaho; ISC, 2011
- Kansas City Emergency Pet Services Plan; Lead Planner; Kansas City, MO, ISC, 2011
- NE Idaho Regional Coordination Plan - Evacuation & Mass Care Annexes; Project Manager, ISC, 2010
- MN Region 2 Critical Infrastructure & Key Resources; Senior Consultant; Minnesota, ISC, 2009 – 2010
- DuPage County EOC Management Plan; Senior Consultant; DuPage County, IL, ISC, February 2010 – April 2010
- DuPage County Emergency Public Information Plan Development; Senior Consultant and Lead Planner & Architect; DuPage County, IL, ISC, May 2009 – August 2009
- Chicago Pandemic Influenza Planning & Response; Senior Consultant; Chicago, IL; ISC, May 2008 – July 2008

Jake Halley | Planner/GIS Specialist

INTEGRATED SOLUTIONS CONSULTING

Expertise & Certifications

- Federal Aviation Administration: Small Unmanned Aircraft (SUAS) Part 107 Certified
- Federal Emergency Management Agency: (HSEEP) Train the Trainer Certified
- NIMS/ICS 100, 200, 300,400, 700 and 800
- University of Louisiana Monroe Active Shooter Train the Trainer Certified
- ArcGIS Desktop and Online, TerraSync and ESRI ArcPad, FEMA HAZUS-MH
- VISUM evacuation clearance application

Years of Experience

- 18+ years of experience

Education

- Geographic Information Science (GISc) Major, Louisiana Tech University

Profile

Jacob Halley has18+ years of experience in emergency management/disaster response and recovery assisting in the development and execution of all-hazards community mitigation, preparation, response, and recovery programs with a specialized emphasis in GIS mapping analyses. Mr. Halley has extensive experience in developing homeland security exercise programs for public and private sector entities and has also been involved in leadership roles in community team building, project development, and technology integration. He has developed local hazard mitigation plans in the private sector, provided support and training opportunities for homeland security exercises in both the private and public sector, and has trained law enforcement agencies in active shooter preparedness scenarios.

Relevant Project Experience

- Hazard Mitigation Plan (HMP) Update; Lake County Il; Lead Mitigation Planner; Integrated Solutions Consulting; 2021 – 2022
- HMP Update; Isabella County MI; Lead Mitigation Planner; Integrated Solutions Consulting; 2021 – 2022
- HMP Update; City of Detroit, MI; Lead Mitigation Planner; ISC; 2021
- Evacuation Clearance Study; Miami Dade County; Lead developer and modeling specialist for VISUM software application; 2021
- HMP Update; Mississippi Emergency Management Agency (MEMA) District 2; Lead GIS specialist and planner; Witt O'Brien's; 2019 – 2020
- HMP Update; Mississippi Emergency Management Agency District 4; Lead GIS specialist and planner; Witt O'Brien's; 2019 – 2020
- HMP Update; MEMA District 6; Lead GIS specialist and planner; Witt O'Brien's; 2019 – 2020
- State HMP Update; Mississippi Emergency Management Agency; Lead GIS specialist and planner; Witt O'Brien's; 2019
- Hurricanes Irma and Maria; Puerto Rico Office of Emergency Management (PREMA); Lead GIS Specialist DCMC Partners; 2017
- Hurricane Matthew Debris Operations; Savannah, GA; Lead GIS Specialist and Filed Supervisor Debris Monitoring; Witt 'O'Brien's; 2016 – 2017
- Hurricane Matthew Debris Operations; Fripp Island SC; Lead GIS Specialist and Filed Supervisor Debris Monitoring; Witt 'O'Brien's; 2016 – 2017
- Hurricane Hermine Debris Operations; Leon County/Tallahassee, FL; Lead GIS Specialist and Filed Supervisor Debris Monitoring; Witt 'O'Brien's; 2016 – 2017
- USDA Avian Influenza Outbreak; Minnesota Emergency Operation Center Activation; Supply Unit Lead; Witt O'Brien's; 2014 – 2015
- Hurricanes Katrina, Rita, Gustav, and Ike; State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness; Reviewing approximately 30 local Hazard Mitigation Plans; Witt O'Brien's; 2009-12

Morgan Johnson, MPH | Planner/GIS Specialist

INTEGRATED SOLUTIONS CONSULTING

Expertise & Certifications

- FEMA Master Exercise Practitioner
- HAZUS Professional
- HSEEP Certified
- ICS 100-400, 700, 800
- Public Health Emergency Planning, Training, Exercise and Operations
- Emergency Management
- Emergency Planning
- Emergency Operations & Response
- Mass Care Planning & Operations

Years of Experience

- 20+ years of experience

Education

- MPH, Health Behavior and Health Education
- BS, Psychology

Profile

Morgan Johnson began her career in front line positions with Public Health Rapid Response groups supporting the State of North Carolina and Federal Emergency Management Agency (FEMA) Region IV. Ms. Johnson has acquired over 20 years of comprehensive emergency preparedness and response experience serving in key planning, training, exercise and operations roles in local, state and federal response for both the public and private sectors.

Over her career, Ms. Johnson has applied her talents and subject matter expertise in multi-region planning efforts, national-level exercises, technology adoption, and strategic data modelling to support the development of various cross-jurisdictional emergency management plans and the application of new and emerging technologies to the emergency management sphere.

With her specific background in public health, Ms. Johnson is a sought-after subject matter expert (SME) for pandemic planning, response, and recovery, with experience in strategic planning and field operations for pandemic response. During the COVID-19 pandemic, Ms. Johnson applied her public health and emergency management subject matter expertise to support COVID-19 response and After-Action Reviews in the City of Baltimore and the State of Oregon, as well as acting as a strategic advisor for the California COVID Testing Taskforce. She also served as project manager for the development and deployment of FEMA's Platform for Understanding Lifeline Stabilization of the Economy (PULSE), in use currently as a forecasting tool for post-disaster economic recovery.

In addition to these skills, Ms. Johnson also has extensive experience in the development of GIS solutions for emergency management planning and response. Since 2003, she has worked with teams to develop GIS-based data collection and decision support tools that promote situational awareness and efficient command decisions for emergency managers at the local, state and federal levels.

Relevant Project Experience

Senior Planner - FEMA Region 2 Regional and Caribbean All Hazards Plans, Power and Biological Incident Annexes

- Served as Senior Planner, developing plans in accordance with the Federal Operations Planning Manual (FOPM) and FEMA Community Lifelines. Supervised multi-disciplinary teams of planners and served as the lead for managing project performance. Performed information analysis, course of action (COA) development, stakeholder workshop development and facilitation along with execution of tabletop and functional exercises.

Morgan Johnson, MPH | Planner/GIS Specialist

INTEGRATED SOLUTIONS CONSULTING

Project Executive/Planning SME - Montgomery County Texas Hazard Mitigation Plan Update

- Managed contract and provides strategic direction to Montgomery County Office of Homeland Security and Emergency Management Planning Team. Provides subject matter expertise in GIS, HAZUS and risk mapping along with stakeholder engagement and planning best practices.

Business Continuity and Strategic Planning Lead – California Health and Human Services COVID-19 Response and Recovery

- Lead Strategic Planning for the Emergency Medical Services Authority (EMSA) and California COVID-19 Testing Taskforce. Provided situational awareness updates and strategic operational planning recommendations to California COVID-19 Testing Taskforce Lead. Led development of EMSA 5-year strategic plan, incorporating lessons learned from the agency's response to the COVID-19 pandemic as well as priorities articulated by parent agencies and the Governor's office.

Lead Planner - North Carolina Dept of Health & Human Services County-level Pandemic Influenza Plans

- Lead development of 33 North Carolina county-level Pandemic Influenza Plans. Worked with local stakeholders across many response agencies and staff levels to develop comprehensive plans that could integrate seamlessly with regional and state resources and key stakeholders. Delivered planning seminar for stakeholders to review and develop follow-on actions plans.

Exercise Director - New York City Department of Health and Mental Hygiene - Community Outreach Team Deployment: Development, Training and Full-scale Exercise

- Ms. Johnson served as the lead for developing plans and training the first agency Community Outreach Teams to assist in outbreak investigations and public messaging for city disasters involving public health response. The development of these teams included training in ICS, community surveillance and crisis communication, and teams were organized using staff from across the agency. Ms. Johnson also served as Lead Exercise Designer and Exercise Director for the 2011 Full-scale Community Outreach Team Deployment Exercise, responsible for developing the full-scale exercise toolkit in compliance and consistency with the federal HSEEP. The toolkit included the develop of the response scenario and all exercise injects, the Situation Manual, Controller/Evaluator Handbook, and Exercise evaluation guides (EEGs). As Exercise Director, Ms. Johnson coordinated a multi-agency exercise team including participants from New York City Police Department and the New York City Office of Emergency Management.

Project Manager and Exercise SME - Department of Homeland Security Science & Technology Directorate – Shaken Fury 2019 National Level Exercise, Responder Experiential Adoption Program

- In her role as the technology engagement and exercise specialist, Ms. Johnson worked to align state-of-the-art emergency management technologies developed by private sector entities and public-private partnerships with stated goals and objectives of on-the-ground emergency responders, including local, state, federal, and international response agencies. Ms. Johnson utilizes her MEP certification to deftly incorporate demonstrations of new technologies into functional and full-scale exercise environments, including HSEEP-compliant documentation of exercise processes and outcomes.

Project Manager and GIS SME - FEMA Office of Business, Industry, Infrastructure and Innovation - PULSE

- As a data professional, Ms. Johnson developed a comprehensive data platform and reporting requirements that played a pivotal role in supporting both blue sky preparedness efforts and emergency response initiatives. Her work was instrumental in providing situational awareness to agency leadership on current and forecasted economic landscapes, as well as potential courses of action based on a combination of economic, health, and community data inputs. Ms. Johnson's expertise enabled the agency to effectively respond to crises such as the California wildfires, Hurricanes Irma & Maria, Puerto Rico Earthquakes, and COVID-19 pandemic. By analyzing and integrating diverse data sources, Ms. Johnson empowered agency leaders to make informed decisions and take proactive measures to safeguard affected communities. Her contributions were critical in ensuring efficient emergency response and preparedness efforts, and her dedication to data-driven decision-making proved invaluable in navigating complex and rapidly changing situations.

Gail Leek | Planner

INTEGRATED SOLUTIONS CONSULTING

Expertise & Certifications

- Mitigation Planning Specialist
- Local Mitigation Strategy (LMS) Plans
- Hazard Mitigation Plans
- FEMA Hazard Mitigation Grants:404 and 406
- Hazard Mitigation Grant Program (HMGP)
- Public Assistance (PA)
- Benefit-Cost analysis

Years of Experience

- 18+ years of experience

Education

- BS, Business Administration

Profile

Gail Leek is an Emergency Management (EM) planning professional with more than 14 years of experience and expertise in researching and writing comprehensive EM county plans and grants under the Federal Emergency Management Agency (FEMA) guidelines for preparedness, response, recovery and hazard mitigation as related to emergency and disaster events.

In addition to her EM work, she is also an accomplished business development, marketing and communications professional with knowledge in process improvement methods and a comprehensive financial management and accounting specialist.

Relevant Project Experience

Emergency Management Planner/Consultant | The Management Experts LLC (contract position - 2007 to present)

- **Planning:** Research, analyze and write comprehensive EM county plans. In addition to the hazard mitigation blueprints, other areas of planning expertise include Comprehensive Emergency Management Plans (CEMP); Post-Disaster Redevelopment Plans (PDRP); Local Disaster Housing Plans; Interoperable Emergency Communications Plans; evacuation plans; standard operating guidelines; and goals, objectives and policies for County Comprehensive Plans.
- **Consulting:** Participation in several active shooter exercises as an evaluator and produced after action reports from the training exercises. Conducted several county hazard mitigation meetings and facilitated post- disaster redevelopment workshops. Completed public assistance reimbursements, emergency protective measures, category B after Hurricane Michael to assist a few counties in the Florida panhandle to recover.
- **Hazard Mitigation Plans:** Recently completed the 24th hazard mitigation plan which met all requirements of 44 CFR § 201.6. Worked with local working group members consisting of membership from each jurisdiction on the risk assessment portion of the plan. With analysis and guided direction in identifying the risk and vulnerability related to a specific natural hazard, the community proposes mitigation initiatives or projects and allocate the limited financial resources.
- **Hazard Mitigation Grant Program:** Assisted the local counties with the development of the HMGP application and administration of the grant. Worked directly with the State engineers in preparing the benefit cost analysis on the mitigation project and follow all requirements of the Hazard Mitigation Assistance guidance. Successfully completed three wind retrofit projects on county critical facilities from initiation to close out.

Gail Leek | Planner

INTEGRATED SOLUTIONS CONSULTING

Mitigation Planning Specialist | Colorado Division of Homeland Security & Emergency Management (9-month full-time contract position – 2017)

- **Enhanced State All-Hazard Mitigation Plan (E-SHMP):** Assisted in the development of the RFP for the E-SHMP. Researched components for the plan: Statewide integration on planning initiatives and mitigation programs from the following sectors: (emergency management, economic development, land use development, housing, health and social services, infrastructure and natural and cultural resources). Evaluated the natural, technical and human-caused hazards that impact the State. Analyzed Colorado's best practices and successful mitigation. Reviewed and examined the State's mitigation goals and objectives. Member on the State Hazard Mitigation Team guiding the development and implementation of the E-SHMP. Participated as a committee member in evaluating the E-SHMP RFP's and developed the scoring and analysis materials.

Business Manager | Sigma Consulting Resources LLC (2000 to present)

- **Financial:** Manage revenue, develop budgets, prepare and audit financial statements and statistical reports. Formulate year- end closing and company tax documentation.
- **Administration:** Research and write proposals for business development. Assist in the research and writing of training materials. Develop and direct marketing strategies, promotional materials and website content.

Marketing Manager | International Council of Shopping Centers (1999 to 2000)

- **Marketing:** Managed the production of promotional copy for the 1000 + marketing/advertising materials (i.e. catalogs, directories, brochures, letters, advertisements and flyers). Developed and maintained marketing strategies to meet the organizational objectives. Directed work of graphic artists on all marketing/communication materials.

Marketing Director | ACFE (1993 to 1999)

- **Marketing:** Hired, trained, supervised and directed staff for the Marketing and Public Relations Department. Researched, analyzed and management numerous domestic and international direct marketing campaigns. Managed the production of promotional copy for all of the catalogs, brochures, letters, and advertisements. Directed work of graphic artists on all marketing materials.

Stuart Wallace | Planner

INTEGRATED SOLUTIONS CONSULTING

Expertise & Certifications

- HSEEP certified
- Hazard Mitigation Planning
- Training
- Workshops
- HSEEP Exercises and Workshops
- Conference Presentations
- Emergency Management Response and Recovery Planning

Years of Experience

- 40+ years of experience

Education

- MS, Landscape Architecture
- MS, Civil Engineering
- BS, Landscape Architecture

Profile

Stuart Wallace is an experienced planner with more than 40 years of professional consulting experience. Throughout his working experience Mr. Wallace has specialized in helping create and implement emergency management and hazard mitigation plans with federal, state, and regional agencies as well as hundreds of local jurisdictions across the nation.

Relevant Project Experience

Subject Matter Expert Consultant, Hazard Mitigation Planning Training Modules, FEMA Region III, Philadelphia, Pennsylvania, 2020

- Stuart Wallace, working as a subject matter expert consultant through a contract with Michael Baker International, contributed to development of five different training modules for FEMA Region III. The modules represent a new approach for hazard mitigation planning training. The training is designed to be delivered on a "just- in-time" basis for local communities as they work their way through the four main phases of hazard mitigation planning

Project Manager, DMA 2000 Program Support, FEMA Headquarters and Regional Offices, 2000 – 2006

- Stuart Wallace supported FEMA as the lead consultant Project Manager for URS during development of the hazard mitigation planning program consistent with DMA 2000, including:
  - Development of FEMA's State and Local Hazard Mitigation Planning 'How-to Guides'.
  - Development of FEMA's Multi-Hazard Mitigation Planning Guidance
  - State and Local Mitigation Plan Review Training for FEMA and State Mitigation Planners.
  - State and Local Mitigation Plan Reviews.

Project Manager, Technical Reviewer, Quality Assurance Officer, and Principal Author, DMA 2000 hazard mitigation planning projects including, Multiple jurisdictions, 2000-Present

- State Hazard Mitigation Plans for eight States/Territories including Alabama, Arizona, Guam, Louisiana, Puerto Rico, Rhode Island, Virginia, and the US Virgin Islands
- Multi-Jurisdictional Hazard Mitigation Plans for over fifty counties and regional commissions across the United States incorporating the participation of hundreds of municipalities and providing coverage for millions of constituents.
- Local Hazard Mitigation Plans for communities as far flung as Juneau, Alaska; Atlantic City, New Jersey; and Xenia, Ohio.

Stuart Wallace | Planner

INTEGRATED SOLUTIONS CONSULTING

Floodplain Management and Hazard Mitigation Planning Training and Workshops
Stuart Wallace led efforts to deliver FEMA training and workshops as well as produced specialized versions of hazard mitigation planning workshop materials:

- FEMA LOMC Training: In 2019 and 2020, Mr. Wallace delivered FEMA's Letter of Map Change (LOMC) Training for multiple communities and floodplain managers in Pennsylvania, Virginia, and the District of Columbia for FEMA Region III.
- FEMA G-318 Hazard Mitigation Planning Workshop: In 2011, Mr. Wallace prepared and led a team in delivery of FEMA's G-318 training for approximately 30 county emergency management coordinators in Pennsylvania regarding updates to county-level hazard mitigation plans and preparedness programs. In 2014, Mr. Wallace was part of a team that delivered the same course to an additional group of Pennsylvania coordinators.
- FEMA G-393 Mitigation for Emergency Managers: Mr. Wallace prepared for and delivered FEMA's G-393 training for more than 20 county and municipal emergency management and planning staff from the State of Maryland, Commonwealth of Virginia, and the District of Columbia regarding mitigation planning and project implementation.
- Plan Implementation and Maintenance Workshops. Mr. Wallace produced and delivered training and working sessions with emergency managers and related agency staff in counties and individual municipalities regarding implementation of hazard mitigation projects and developing an on-going process for hazard mitigation plan updates. This training program was offered to ensure that follow-up activities based on approved hazard mitigation plans are as effective as possible.

HSEEP Exercises and Workshops
Stuart Wallace led efforts to deliver Homeland Security Exercise and Evaluation Program (HSEEP) compliant training and workshops including the following representative examples:

- National Disaster Recovery Framework (NDRF) Implementation for Economic Recovery in FEMA Region I. Mr. Wallace facilitated a Homeland Security Exercise and Evaluation Program (HSEEP) compliant workshop with public agencies and private sector partners from six New England states and FEMA Region I. The workshop was designed to increase awareness of how implementation of the NDRF in the wake of a large-scale disaster in New England can support sustained economic recovery. June 2017, Boston, Massachusetts.
- New Jersey Urban Area Security Initiative Emergency Operations Planning: Mr. Wallace was the Project Manager for work with the New Jersey Office of Homeland Security and Preparedness over a three-year period to simultaneously update emergency operations plans (EOP) for seven counties and two cities in the New Jersey Urban Area Security Initiative (NJ UASI) Region. The work included production and delivery of HSEEP compliant tabletop exercises for each of the participating jurisdictions.
- Boston Area Regional Catastrophic Coordination Plan. Mr. Wallace was Project Director for work with five jurisdictions including the Boston Urban Areas Security Initiative (UASI), the Providence UASI, the Commonwealth of Massachusetts, the State of New Hampshire, and the State of Rhode Island that formed the Regional Catastrophic Planning Team (RCPT).
- Mr. Wallace directed all consultant team work in support of the RCPT to develop an all hazards Regional Catastrophic Coordination Plan that provides a framework in the form of regional protocols for catastrophic response. The work included production and delivery of an HSEEP compliant combined tabletop exercise for the five participating jurisdictions.

Michael Gregory, CEM | Planner

INTEGRATED SOLUTIONS CONSULTING

Expertise & Certifications

- Certified Emergency Manager (CEM)
- Hazard Mitigation Planning
- Recovery and Response
- Emergency Operations Planning
- FEMA Public Assistance
- Emergency Management
- Mitigation
- Business Continuity
- Training & Exercise
- Master Training Specialist certification

Years of Experience

- 40+ years of experience

Education

- BS, Emergency Management
- AS, Nuclear Engineering Technology

Profile

Extensive experience, training and education in Emergency Management, Business Continuity and Public Safety. Strong leadership, management, team building, strategic planning, program/project management, emergency response, emergency planning, operations, logistics, outreach, interagency coordination, communications, administration, training, exercise, budget/finance, disaster reimbursement, human resources, grants management, communications and technology background.

Relevant Project Experience

CRC Specialist (TAC) (K-Rise/CCPRS, Riverside, CA 11/01/17-current)

- Collect, organize, review and validate Applicant-submitted documentation for Public Assistance grants.
- Develop damage description and dimensions, scope of work, and cost estimates for Public Assistance grants based on Applicant-provided documentation.
- Identify missing information and coordinate with counterparts and stakeholders to resolve gaps.
- Identify potential eligibility issues and address those issues in coordination with leadership in field and Consolidated Resource Center (CRC) offices.

Director, Emergency Management (LA Union Station, Los Angeles, CA 06/18/16-01/01/18)

- Emergency Management program director and security program administrator including staff supervision. Coordinate with all stakeholders including local/state emergency management, emergency responders (including fire/EMS and law enforcement/police/sheriff), transportation/mass transit, and local/state/federal/NGO/non-profit agencies. Provide policy and programmatic guidance to stakeholders to support the administrative management of technical documentation and records; manage relationships with stakeholders to collect, organize, and maintain information; and manage competing priorities to organize workload and achieve organizational goals. Duties and experience in developing and implementing emergency response plans necessary to determine shortfalls and variations between available resources and emergency response requirements and providing recommendations and information to leadership on emergency management preparedness, response, recovery, and mitigation.

Project Manager/Sr. EM Consultant-Planner (IEM, San Dimas, CA 08/27/12-06/18/16)

- Southern California point of contact (POC) for IEM on projects including EM program assessment, EM/EOC plans and procedures, regional recovery, regional disaster housing, mass care, transportation, and strategic planning.

- Developed multiple proposals and project plans. Conduct interagency/inter-jurisdictional collaboration, coordination and communication with local, state, federal, NGO, community, business, volunteer, higher education, school, non-profit, military and other agencies and organizations including team supervision and management. Projects included Southern California Regional Recovery Project, Los Angeles County Recovery Planning, San Diego County Recovery Planning, Los Angeles World Airports EM Services, and Santa Barbara County and San Bernardino County FEMA TA. Provide policy and programmatic guidance to stakeholders to support the administrative management of technical documentation and records; manage relationships with stakeholders to collect, organize, and maintain information; and manage competing priorities to organize workload and achieve organizational goals. Duties and experience in developing and implementing emergency response plans necessary to determine shortfalls and variations between available resources and emergency response requirements and providing recommendations and information to leadership on emergency management preparedness, response, recovery, and mitigation.

Emergency Manager (City of Ontario, Ontario, CA 06/08/09-08/01/12)

- Served as Emergency Manager, responsible for administration of city emergency management program including financial/budget/procurement management and staff supervision. Develop and maintain policies, protocols, plans and procedures. Provide policy and programmatic guidance to stakeholders to support the administrative management of technical documentation and records; manage relationships with stakeholders to collect, organize, and maintain information; and manage competing priorities to organize workload and achieve organizational goals. Duties and experience in developing and implementing emergency response plans necessary to determine shortfalls and variations between available resources and emergency response requirements and providing recommendations and information to leadership on emergency management preparedness, response, recovery, and mitigation.

Technological Hazards Specialist (FEMA Region VII, Kansas City, MO 03/03/09-06/01/09)

- As member of the Radiological Emergency Preparedness (REP) Program team, conducted assessment of local emergency planning to support nuclear power plants.
- Provide policy and programmatic guidance to stakeholders to support the administrative management of technical documentation and records; manage relationships with stakeholders to collect, organize, and maintain information; and manage competing priorities to organize workload and achieve organizational goals.
- Developed multiple recommendations incorporated in the FEMA Radiological Emergency Preparedness (REP) Program Manual 2013 revision.
- Presented Situational Awareness session at the Contingency Planning and Management (CPM) West Conference and Exposition 2009.

Emergency Manager (Detroit Dept of Health, Detroit, MI 06/01/04-12/01/08)

- Emergency management program administrator including staff supervision. Provide policy and programmatic guidance to stakeholders to support the administrative management of technical documentation and records; manage relationships with stakeholders to collect, organize, and maintain information; and manage competing priorities to organize workload and achieve organizational goals. Duties and experience in developing and implementing emergency response plans necessary to determine shortfalls and variations between available resources and emergency response requirements and providing recommendations and information to leadership on emergency management preparedness, response, recovery, and mitigation.

Emergency Preparedness Coordinator (MI Dept Community Health, Lansing, MI 12/01/02-06/01/04)

- Served as State Emergency Planning/Emergency Preparedness/Bioterrorism Coordinator (EPC). Managed the state public health preparedness program. Provide policy and programmatic guidance to stakeholders to support the administrative management of technical documentation and records; manage relationships with stakeholders to collect, organize, and maintain information; and manage competing priorities to organize workload and achieve organizational goals.

Ricardo Soto-López | Planner

INTEGRATED SOLUTIONS CONSULTING

Expertise & Certifications

- Mitigation Planning
- CDBG
- FEMA Public Assistance
- Hazard Mitigation
- Cost Estimating
- Grant Writing
- Contract Management
- Emergency Management
- Budgeting
- Project Planning
- Research
- Program Management
- Curriculum Development
- Negotiation
- Strategic Planning
- Writing Skills

Years of Experience

- 43+ years of experience

Education

- MA, Intercultural Studies
- MS, Nonprofit Management
- BS, Urban and Regional Studies

Profile

Expertise in publicly supported development for housing, economic development, and infrastructure projects. Experienced in the use of Federal CDBG, CDBG-Recovery, CDBG-Disaster Recovery, and FEMA Public Assistance and Hazard Mitigation grant funding processes. Additional expertise in community coordination and public engagement in diverse urban and regional settings. Have secured, directed, and managed over $40,000,000 in public, private, and philanthropic funding. Fluent in English and Spanish.

Relevant Project Experience

Hazard Mitigation Strategist, Hawaii Emergency Management Agency - Hawaii, HI, March 2022 to Present

- Supported strategic planning in anticipation of the State Hazard Mitigation Plan update under contract with the Federal Emergency Management Agency. Conduct SWOT sessions with the State Hazard Mitigation Forum and Hawaii Earthquake and Tsunami Advisory Council. Trained in State Emergency Operations Center operations in the event of Emergency Response Team activation.

Construction Analyst-Cost Estimator, Federal Emergency Management Agency - Sacramento, CA, January 2020 to February 2022

- Trained and experienced in the Public Assistance Cost Estimating Process. Reviewed Damage Descriptions and Dimensions (DDDs) and developed Scopes of Work and Cost Estimates to determine eligibility for Public Assistance funding per FEMA policies and procedures. Obligated over $2,400,000 in Category, A, B, C, Public Assistance grants remotely during the COVID-19 pandemic. Trained and certified in Mitigation planning.

Community Captain, Central Florida Disaster Resiliency Initiative-Winwood East Altamonte - Altamonte Springs, FL, January 2018 to December 2020

- Coordinated community-based disaster preparedness plan that works to build community resiliency through partnerships with the public and private sectors, nonprofits, and faith-based organizations in the East Altamonte community.
- Conceptualized a "hub and spokes" planning approach to establishing supply hubs in this community based on a land-use analysis. Conducted community outreach, organized meetings, implemented participatory budget approach to secure $15,000 disaster recovery supplies grant, and identified potential "hub" for this effort.

Ricardo Soto-López | Planner

INTEGRATED SOLUTIONS CONSULTING

Construction Analyst, US SBA-Office of Disaster Assistance - Herndon, VA January 2017 to December 2018

- Trained and experienced in the SBA Loss Verification process in response to Hurricanes Harvey in Texas, Irma in Florida, Maria in Puerto Rico, and the Virgin Islands. Conducted remote and on-site damage assessments, documented millions of dollars in losses and recommended mitigation actions. Provided program and customer service support for economic base recovery to the US SBA Office of Disaster Assistance-Field Operations Center East in response to Hurricane Michael in Panama City, FL.

Campus Planner, Teen Challenge International Central Florida - Sanford, FL January 2015 to May 2016

- Conducted physical existing conditions assessment of underutilized five-acre urban mixed-use campus. Conceptualized redevelopment plan based on land use elements that promote water and energy efficiency. Coordinated student participatory planning process, government liaison, and community engagement functions. Drafted Community Development Block Grant application and secured $207,500 for a dorm rehabilitation project.

Community Planner, NYS Governor's Office of Storm Recovery-Community Reconstruction - New York, NY January 2014 to December 2014

- Undertook consultant contract management, monitored delivery of community land use assets inventory, risk assessments, and facilitation of planning committees within a strict six-month deadline, leading to community-generated resiliency projects totaling $12MM from Hurricane Sandy CDBG-Disaster Recovery program.

Community Developer, Strong Cities & Communities Fellowship - City of Chester, PA January 2012 to December 2014

- Selected to SC2 Fellowship by the German Marshall Fund/US HUD through a national competitive process: Devised public engagement strategy to promote Main Street arts, cultural corridor in the city of Chester, PA. Facilitated the organizational development of the Chester Cultural Corridor Partnership and Strategic Framework. Provided technical assistance to secure a $287K Pew Foundation grant to further the work at fellowship completion.

Senior Community Developer, Milano Community Development Research Center - New York, NY January 2010 to December 2012

- Conducted property management inspections, energy efficiency upgrades, grant writing, and community development programming for South East Bronx Community Development on a volunteer and full-time basis while completing required courses in Nonprofit Management and Urban Policy-The New School for Public Engagement in New York City.

Community Development Program Manager-HUD Administrator, Seminole County - Sanford, FL, January 2008 to July 2010

- Responsible for the overall administration of $3.7MM annual allocation of federal Community Development Block Grant and HOME funding, deployed over $12.3MM in additional funding including the Neighborhood Stabilization Program and CDBG-Recovery Program, $1.5MM in Emergency Service and Rapid Rehousing Grant Programs. Supervised the work of county community development project managers.

Community Redevelopment Manager Historic Town of Eatonville - Eatonville, FL January 2006 to December 2007

- Monitored construction of the CRA East Kennedy Blvd. $2.7MM streetscape and façade improvements program in coordination with Public Works Department as per overall commercial corridor land use plan. Administered $245K annual budget, directed town's land use, historic preservation, business permitting unit, and staff.

Senior Redevelopment Planner, Community Redevelopment Agency - Winter Park, FL January 2003 to December 2006

- Project Manager for Railroad Avenue apartments redevelopment (30 units) totaling $2.0M. Facilitated the organizational development of the Hannibal Square Community Land Trust (CLT). Developed land use plan and housing elements, project managed the construction of 10 CLT homes totaling $1.2M, secured CDBG $100K for water infrastructure improvements and $300K for CLT operations.

Appendix B. Required Forms

Please see the following pages for our completed required forms:

- 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

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 Principal of Integrated Solutions Consulting, Corp., 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 September 17 [date], at Edwardsville, IL [city, state].

Firm Integrated Solutions Consulting, Corp.

_____
(Signature)

Daniel Martin, PhD, CEM, Principal
(Print Name & Title)

Street 220 S. Buchanan Street

City Edwardsville State IL Zip 62025

ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)

N/A, ISC not using subcontractors

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: _____

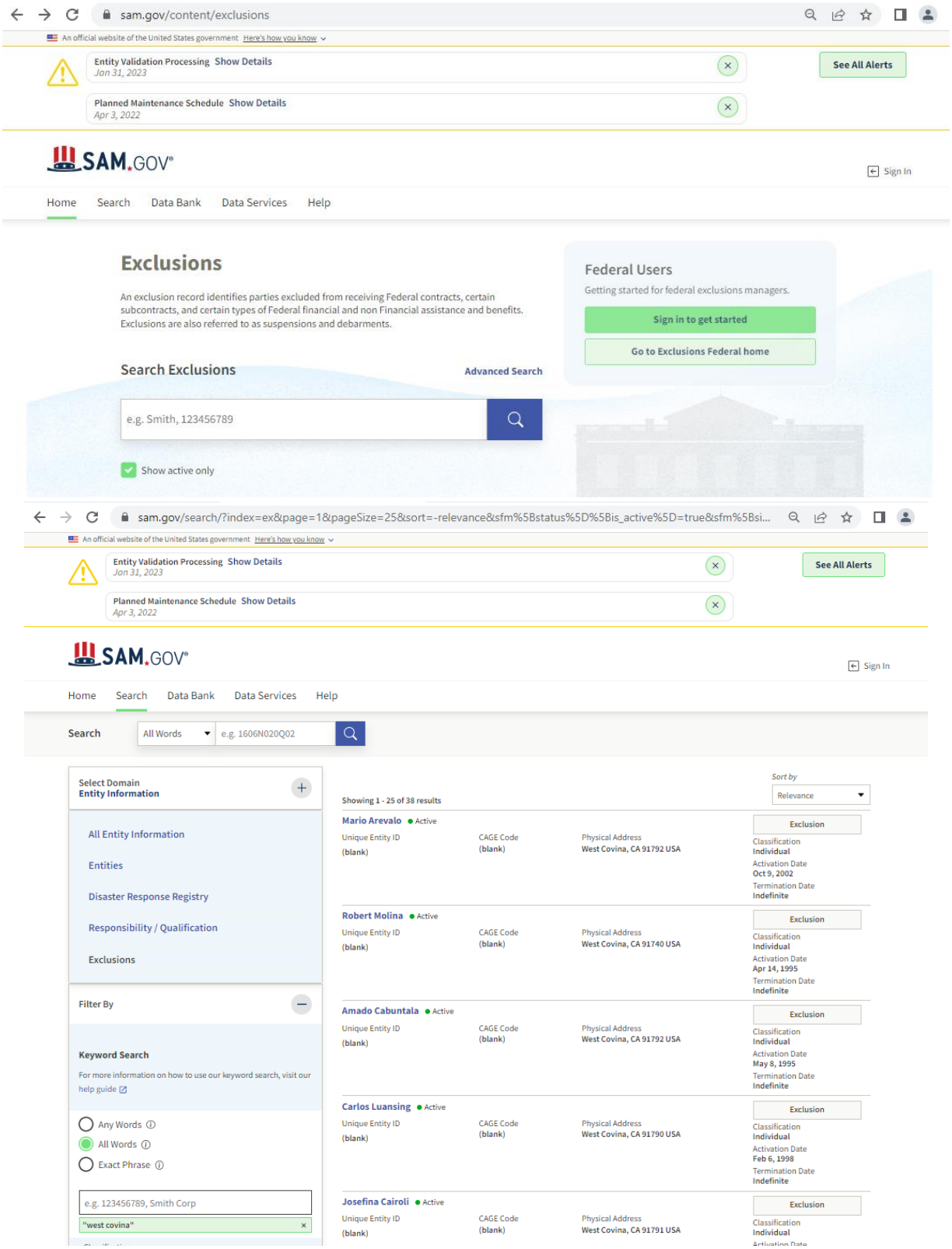
Date: _____

ATTACHMENT C

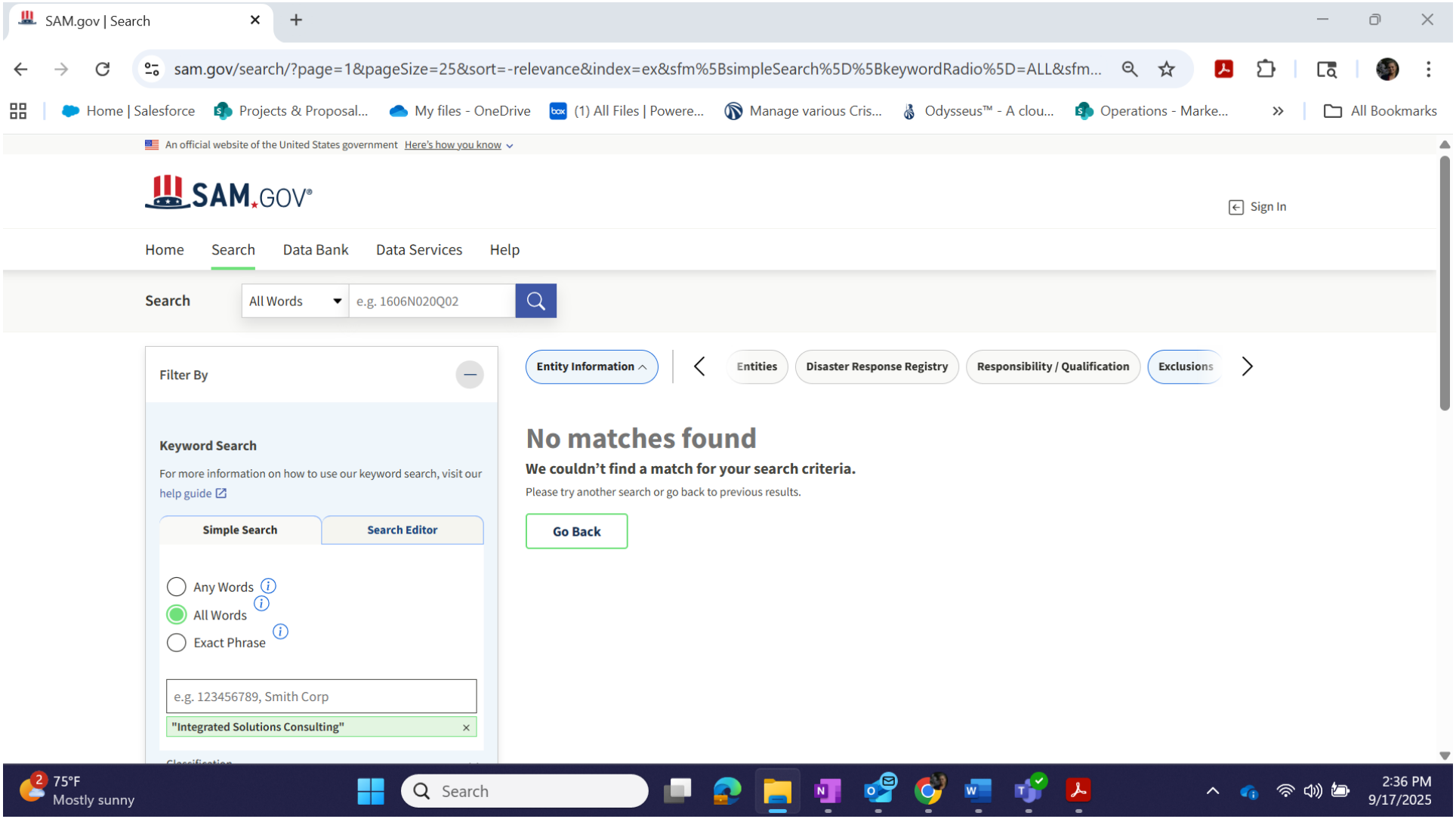
SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

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


SAM.gov | Search
sam.gov/search/?page=1&pageSize=25&sort=-relevance&index=ex&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm...
Home | Salesforce
Projects & Proposal...
My files - OneDrive
(1) All Files | Powere...
Manage various Cris...
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Operations - Marke...
All Bookmarks
An official website of the United States government Here's how you know
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Sign In
Home
Search
Data Bank
Data Services
Help
Search
All Words
e.g. 1606N020Q02
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Simple Search
Search Editor
Any Words
All Words
Exact Phrase
e.g. 123456789, Smith Corp
"Integrated Solutions Consulting"
Entity Information
Entities
Disaster Response Registry
Responsibility / Qualification
Exclusions
No matches found
We couldn't find a match for your search criteria.
Please try another search or go back to previous results.
Go Back
75°F
Mostly sunny
Search
2:36 PM
9/17/2025

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SAM.GOV®

Search

All Words e.g. 1606N020Q02

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search | Search Editor

- ( ) Any Words
- ( ) All Words
- ( ) Exact Phrase

e.g. 123456789, Smith Corp

"Integrated Solutions Consulting" ×

- Classification
- Excluded Individual
- Excluded Entity
- Federal Organizations
- Exclusion Type
- Exclusion Program
- Location
- Dates

Reset

Entity Information | Entities | Disaster Response Registry | Responsibility / Qualification | Exclusic

No matches found

We couldn’t find a match for your search criteria.

Please try another search or go back to previous results.

Go Back

Feedback

Our Website

About This Site

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Release Notes

System Alerts

Policies

Terms of Use

Privacy Policy

Restricted Data Use

Freedom of Information Act

Accessibility

Our Partners

Acquisition.gov

USASpending.gov

Grants.gov

More Partners

Customer Service

Help

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Federal Service Desk

External Resources

Contact

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ATTACHMENT D

FEE SCHEDULE

FEE SCHEDULE

See Pages 27-28, Section 4. Fee Schedule for our Price Proposal.

ATTACHMENT F

CERTIFICATE OF INSURANCE
(AS OUTLINED IN ATTACHMENT H, SECTION 5, INSURANCE)

CERTIFICATE OF INSURANCE

Client#: 1246324 INTEGSOL5

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2025

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

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

PRODUCER	CONTACT NAME: Central Select Group - USI
USI Insurance Services, LLC 2021 Spring Drive, Suite 100 Oak Brook, IL 60523 312 442-7200	PHONE (A/C, No, Ext): 855-874-1059 FAX (A/C, No): E-MAIL ADDRESS: CNSelect@usi.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Integrated Solutions Consulting Corp P.O. Box 304 Prospect Heights, IL 60070	INSURER A : Hartford Casualty Insurance Company	29424
	INSURER B : Pacific Insurance Company, Limited	10046
	INSURER C : Houston Casualty Company	42374
	INSURER D : Hartford Fire Insurance Company	19682
	INSURER E : Indian Harbor Insurance Company	36940
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			83SBAAA5980	01/15/2025	01/15/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			83SBAAA5980	01/15/2025	01/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			83SBAAA5980	01/15/2025	01/15/2026	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		83WECID6730	01/15/2025	01/15/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Cyber Liability			H24PVS5158304	04/09/2025	01/15/2026	$1,000,000	
D	Crime			33BDDII8515	06/09/2025	01/15/2026	$1,000,000	
E	Errors & Omission			MPP903309709	01/15/2025	01/15/2026	$1,000,000	

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

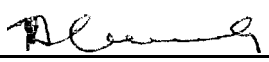
CERTIFICATE HOLDER

For Insurance Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ATTACHMENT G

W-9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Integrated Solutions Consulting, Corporation

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

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

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

P.O. Box 304

6 City, state, and ZIP code

Prospect Heights, IL 60070

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

2	0	–	5	2	6	5	7	0	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** Daniel Martinez **Date** 06/05/2025

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

INTEGRATED SOLUTIONS CONSULTING

Integrated Solutions Consulting, Inc. (ISC) is a professional services firm focused on developing and implementing comprehensive crisis and consequence management solutions. We are recognized as innovative problem solvers, dedicated to the profession of emergency management and proficient in the disciplines that support it. As recipients of the Dun & Bradstreet Top Supplier Performance Rating for reliability, cost, order accuracy, timeliness, quality, business relations, personnel, customer support, and responsiveness, ISC proudly offers your community over 775+ years of experience, technical expertise, and unparalleled performance.

ATTACHMENT NO. 5

RESOLUTION NO. 2026-27

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 (LOCAL HAZARD MITIGATION GRANT)

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

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

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

WHEREAS, on June 17, 2025, the City Council adopted a budget for 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. 2026-19, 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 17th day of March, 2026.

_____

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, CMC, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2026-27 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 17th day of March, 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. 2026-19

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 138 – CAL OES GRANT			
Revenue	0	50,000	50,000
Expenditures	0	50,000	50,000
Net Change in Fund Balance	**0**	**0**	**0**
Fund 139 – FEMA GRANT			
Revenue	0	159,950	159,950
Expenditures	0	159,950	159,950
Net Change in Fund Balance	**0**	**0**	**0**
REVENUE TOTAL INCREASE		**209,950**	**0**
EXPENDITURE TOTAL INCREASE		**209,950**	**0**

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WEST COVINA AND MICHAEL BAKER INTERNATIONAL, INC. FOR LOCAL HAZARD MITIGATION PLAN PREPARATION SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of March 18, 2026 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to City to provide Local Hazard Mitigation Plan (LHMP) preparation services, as more fully described herein; and

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

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

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

E. Consultant responded to the City's Request for Proposals ("RFP") dated August 14, 2025, incorporated via this reference as if fully set forth herein, and Consultant's response to the RFP ("Consultant's Proposal") was a material inducement to the City ultimately entering into this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein, and Consultant's Proposal, attached hereto as Exhibit "B" and incorporated herein, including Optional Tasks #1-3.

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

DRAFT

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 applicable 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 Requirements. Consultant agrees to perform all the work under this Agreement in accordance with sound professional practices and the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar fields and circumstances. Evaluations of the work may be conducted by the City Manager or his or her designee to ensure compliance with these standards. If the quality of work does not meet these professional standards, 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.

DRAFT

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. City agrees to pay Consultant a fixed fee in accordance with the fee schedule set forth in Exhibit B. Consultant's total compensation shall not exceed One Hundred Eighty-Five Thousand Dollars and Zero Cents ($185,000.00).

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, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon Consultant's standard hourly rates shall be paid to Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval upon the completion of each phase of the project. Each 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. 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 or amendment, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

3.1. Schedule of Performance. Consultant acknowledges and agrees that all tasks identified in Consultant's Proposal shall be completed no later than April 1, 2027. Consultant shall complete all tasks in compliance with the project schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein (the "Project Schedule"). 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 until Consultant completes all tasks identified in Consultant's Proposal to the City's satisfaction, unless previously terminated as provided herein.

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

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

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

(a) Be adjudged bankrupt;

(b) Become insolvent or have a receiver of its assets or property appointed because of insolvency;

(c) Make a general assignment for the benefit of creditors;

(d) Default in the performance of any obligation or payment of any indebtedness under this Agreement;

(e) Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

(f) Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

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

5.0. INSURANCE

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

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for each accident.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, Consultant certifies as follows:

I am aware of, and will comply with, Section 3700 of the California Labor Code, requiring every employer to be insured against liability

of Workers' Compensation or to undertake self-insurance before commencing any of the work.

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

(d) Professional liability (errors & omissions) insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of One Million Dollars ($1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Consultant pursuant to its contract with the City; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired, or borrowed by Consultant.

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

(c) Primary Coverage: Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Noelle Anderson, 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:
Michael Baker International	City of West Covina
5 Hutton Centre Drive Suite 500	1444 West Garvey Ave. South
Santa Ana, CA 92707	West Covina, CA 91790
Tel: (949) 855-3683	Tel: (626) 939-8494
Email: noelle.anderson@mbakerintl.com	Email: kmcdonald@westcovina.org
Attn: Noelle Anderson	Attn: Kelly McDonald

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. Waiver of Consequential Damages. Neither party shall be liable to the other for any special, incidental, indirect, exemplary, or consequential loss, damage, expense, or cost (including, without limitation, loss of use, revenue, income, profit, financing, business, and/or reputation) arising out of or relating in any way to this Agreement or the services provided under this Agreement.

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 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.

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 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.

6.16. 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 (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.

6.17. 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.

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, 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.

6.27. 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.

[SIGNATURE PAGE FOLLOWS.]

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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: _____
Richard Beck
Office Executive/Vice President

ATTEST:

_____
Lisa Sherrick, CMC
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Karen Ogawa
Finance Director

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AGENDA ITEM NO. 4

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 17, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF THE ACTING CITY MANAGER'S PROPOSED APPOINTMENT OF GREG MCKEOWN AS FIRE CHIEF**

RECOMMENDATION:

It is recommended that the City Council approve the following proposed appointment:

1. Greg McKeown to the position of Fire Chief

BACKGROUND:

Section 2-151(g) of the West Covina Municipal Code provides that "it shall be the duty of the city manager to appoint, remove, promote and demote any and all officers and employees of the city, except the city clerk, city attorney and city treasurer, subject to the rules and regulations of any applicable civil service or other personnel system in effect. Notwithstanding the foregoing, the city manager shall not appoint or promote a person to serve as the director of a department, unless a majority of the city council first voted in favor of the city manager's proposed appointment or promotion."

DISCUSSION:

The City of West Covina currently has a vacancy for the position of Fire Chief. This executive role is essential to the effective management and oversight of City operations. Recognizing the operational need to restore capacity at the executive level, the Acting City Manager conducted a recruitment with the assistance of Tripepi Smith & Associates and is proposing the following appointment:

1. Greg McKeown to the position of Fire Chief

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Carmelita Underwood, Director of Human Resources/Risk Management Department

Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

There is no fiscal impact associated with this report. Compensation for this executive-level positions is included in the adopted budget for the current fiscal year.

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

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 17, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF AGREEMENT FOR BUS SHELTER MAINTENANCE SERVICES

RECOMMENDATION:

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

1. Find that the City's bidding requirements and procedures are inefficient and not in the best interest of the City for the procurement of bus shelter maintenance services in accordance with Section 2-335(10) of the West Covina Municipal Code;
2. Authorize the Acting City Manager to negotiate and execute an agreement with Valley Light Center for Social Advancement for bus shelter maintenance services, for an initial term of three (3) years, with two (2) optional one (1) year extensions, in an amount not-to-exceed $1,118,630.00, in a form approved by the City Attorney;
3. Authorize the City Manager to negotiate and execute any amendments to the agreement; and
4. Authorize the City Manager to exercise the extension options.

BACKGROUND:

Valley Light Industries, which changed its name to Valley Light Center for Social Advancement (VLC) in 2023, is a non-profit organization that has been providing vocational rehabilitation services in the area to adults with developmental disabilities since 1970. The program initially trains clients in a workshop environment where basic vocational skills, work habits and characteristics of a good employee are taught. When a client is ready for community employment, they are referred to VLC's “Supported Employment Program,” which finds employers interested in incorporating this sector of the community into their workforce. The Supported Employment Program places either an individual worker or a group of workers in a job with ongoing support provided by a professional Job Coach. For group placements, Job Coaches supervise the workers 100% of the time for the duration of the contract. Most recently, 2 clients employed by VLC working on the West Covina Bus Shelter crew were West Covina residents.

VLC provided bus shelter cleaning and power washing services to the City from 2002 to 2025. In March 2016, staff issued a Request for Proposals (RFP) for power washing and/or steam cleaning, including general cleaning at and around City-owned bus shelters. The scope of work included weekly general power washing and/or steam cleaning services at the City-owned bus shelters. At the June 21, 2016 City Council meeting, the City Council awarded a one (1) year agreement with three (3) one-year extension options to Valley Light Industries.

At the July 21, 2020 City Council meeting, the City Council approved dispensing with formal bidding procedures and requirements in connection with the procurement of bus shelter maintenance services

and awarded a new agreement to VLC for the same service, with an initial term through June 30, 2023 and two (2) one-year optional extensions. Cleanings are performed weekly, with some historically higher traffic locations receiving multiple cleanings in a week.

With the City's agreement with VLC due to expire on June 30, 2025, VLC submitted a proposal on May 23, 2025 with an interest in entering into a new agreement with the City. The proposal included an increase in the per shelter charge from $14.03 to $18.23. Over the term of the past agreement, the minimum wage increased by $4.50 per hour. However, VLC did not request to increase its per-shelter charge during the term.

At the June 17, 2025 and July 15, 2025 Council meetings, the City Council considered a proposed agreement with VLC and provided direction to staff, including direction to extend the then-existing agreement on a month-to-month basis.

On August 7, 2025, at their request, staff held an in-person meeting with VLC representatives, including the CEO. VLC suggested expanding service to include 44 Clear Channel shelters and trash pick-up at all shelters. Staff requested a written proposal for the expanded service, including a cost. Staff also advised of the timeline associated with the City's agenda process and bringing a matter to the City Council for consideration.

On August 22, 2025, VLC submitted a written cost proposal for the scope of services discussed on August 7, with a per-shelter cost of $25.00, as well as additional charges, to be determined, for optional power washing trash receptacle interiors and transfer station disposal fees.

On August 26, 2025, VLC provided notice via email that it would not continue service after September 5, 2025 under the existing agreement. Service was discontinued after September 5, 2025.

DISCUSSION:

An updated proposal was requested from VLC in February 2026. The proposal is included as Attachment No.1. The proposal expands the scope of the previous agreement to include all shelters in West Covina. Currently, there are 83 City-owned shelters and 44 Clear Channel shelters for a total of 127 shelters. VLC has been made aware that the City is evaluating its bus shelters and locations and the number of shelters may change during the term of the agreement. Some shelters are cleaned multiple times per week resulting in 144 total weekly cleanings.

The proposed shelter cleaning services include:

- Cleaning and sweeping within a 10 x 10-foot radius around each bus shelter.
- Collection and disposal of all litter and debris.
- Light graffiti removal from shelter surfaces.
- Power washing of shelter structures.
- Replacement of liners for all trash receptacles.
- Removal and hauling of filled trash bags. (Trash will be hauled to the City Maintenance Yard)
- Additional/emergency cleaning upon request of the City.

The proposal also includes an option to power wash the trash receptacle interiors at a rate of $10 per cleaning. There are currently 127 trash receptacles. Staff is recommending this service on a monthly basis.

Staff is recommending three-year agreement with an option of two additional one-year extensions for shelter and trash receptacle cleaning services at a cost of $202,440 for the first year. Services costs are summarized in the tables below.

Shelter Cleaning

Cost per Cleaning	$ 25
Weekly Cleanings	144
Weeks per Year	52
Total Annual Cost - Shelter Cleaning	**$ 187,200**

Trash Receptacle Cleaning

Cost per Cleaning	$10
Monthly Cleanings	127
Months per Year	12
Total Annual Cost - Trash Receptacle Cleaning	**$ 15,240**

VLC has requested the ability to negotiate if increases in the minimum wage occur. The draft agreement (Attachment No. 2) allows VLC to request rate increases of up to 5% per year by submitting a written request to the City Manager on or before February 1 of that year. The request must include the proposed increase, the revised rates based on the increase, and the justification for the increase, including, but not limited to, information regarding legally mandated increases in wages or benefits. The draft agreement provides that the City Manager will review and respond to the request within 30 days and may, in his/her discretion, negotiate with VLC to determine the amount of the increase, which will not exceed 5%.

Taking into account potential increases of up to 5% per year, the draft agreement provides for a maximum compensation of $1,118,630.00 over the three-year initial term and two optional one-year extension periods, as follows:

- First year of the agreement: not-to-exceed $202,440.00
- Second year of the agreement: not-to-exceed $212,570.00
- Third year of the agreement: not-to-exceed $223,200.00
- Fourth year of the agreement, if extended: not-to-exceed $234,350.00
- Fifth year of the agreement, if extended: not-to-exceed $246,070.00

Section 2-335(10) of Division 2 of Article VII of Chapter 2 of the West Covina Municipal Code provides the following exemption from the City's competitive bidding requirements: "When the City Council determines, by minute action or resolution, that the compliance with the bidding requirements and procedures is inefficient, impractical, or not in the best interest of the city, based on specifically identified conditions set forth on the record." Staff is requesting that the City Council make a determination that compliance with bidding requirements and procedures is inefficient, impractical, or not in the best interest of the City.

California Welfare and Institutions Code section 19404 permits cities and other governmental entities to, without advertising or calling for bids, purchase services provided by nonprofit California corporations "operating community rehabilitation programs serving persons with disabilities who have indicated an interest in supplying those goods and services and may, on an equitable basis apportion the business among the interested community rehabilitation programs, provided the goods or services meet the specifications and needs of the purchasing agency and are purchased at a fair market price, as determined by the appropriate state or local agency" and provided that the public or private nonprofit California corporations comply with specified requirements. Staff has determined that VLC meets the City's needs, that VLC's services are provided at fair market price, and that VLC meets the requirements set forth in Welfare and Institutions Code section 19404. According to VLC, crew members are paid the California minimum wage or higher and also receive benefits in the form of paid vacation, paid sick leave and paid holidays.

Therefore, staff is requesting that the City Council find that compliance with the City's bidding requirements is inefficient and not in the best interest of the City and authorize the Acting City Manager to negotiate and execute an agreement with Valley Light Center for Social Advancement, in a form approved by the City Attorney.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Kelly McDonald, Assistant to the City Manager

Fiscal Impact

FISCAL IMPACT:

Bus shelter maintenance is funded through the Transportation Operating Budget (Fund 122 - Proposition C Local Returns). The annual cost for the first year will not exceed $202,440. Assuming a start date of April 1, 2026, the estimated cost for the remaining three months of FY 2025-2026 is $50,610. There are sufficient funds available in Proposition C - Fund 122.504.61.53.31.00.61.61200 (Account Other Contractual Services 61200) to cover this cost. The cost of the service will be budgeted in future fiscal years, accordingly.

Attachments

Attachment No. 1 - West Covina Proposal Revised 021226

Attachment No. 2 - Draft Agreement

CITY COUNCIL GOALS & OBJECTIVES: Maintain and Enhance City Facilities and Infrastructure
Enhance City Image and Effectiveness
An Accessible Community

VALLEY LIGHT CENTER
FOR SOCIAL ADVANCEMENT

valleylightctr.org

Proposal for Bus Shelter Maintenance Services

Submitted by: Valley Light Center for Social Advancement
Date: 02/12/26

Introduction

Valley Light Center for Social Advancement (VLC) is pleased to present this amended proposal to provide comprehensive cleaning and maintenance services for all bus shelters within the City of West Covina. This includes the 45 shelters owned and serviced by Clear Channel in addition to city-owned shelters.

For over 30 years, VLC has partnered with local municipalities to support community beautification efforts while providing meaningful employment opportunities for adults with developmental challenges. We remain committed to high-quality, reliable service at a fair cost.

Scope of Services

VLC proposes the following maintenance services for all designated bus shelters:

1. **Shelter Area Cleaning**
    - Cleaning and sweeping within a **10 x 10-foot radius** around each bus shelter.
    - Collection and disposal of all litter and debris.
    - Light graffiti removal from shelter surfaces.
    - Power washing of shelter structures as scheduled.
2. **Trash Receptacle Maintenance**
    - Replacement of liners for all **trash receptacles**.
    - Removal and hauling of filled trash bags.
    - Power washing of receptacle interiors (available as an additional service upon request).

3. **Trash Disposal Options**
    - **Option 1:** Transport trash from bus stops to the City Yard (**no additional cost**).
    - **Option 2:** Dispose of trash at an authorized waste transfer station. (**Associated costs will be invoiced separately on a monthly basis if this option is selected**).

Pricing Structure

- **$25.00 per shelter** (includes a 10 x 10-foot radius cleaning, trash removal, and liner replacement).
- **Additional Charges:**
    - Power washing of trash receptacle interiors – **(Rate for this service is $10.00 per Trash receptacle)**
    - Transfer station disposal fees – **Invoiced monthly if Option 2 is selected**.

West Covina will Select the Service Frequency of when the insides of the trash cans are power washed

Maintenance services can be scheduled according to the City's needs:

- **Weekly**
- **Bi-weekly**
- **Monthly**

Conclusion

VLC is committed to continuing its partnership with the City of West Covina by providing high-quality, consistent, and cost-effective bus shelter maintenance services. Beyond keeping public spaces clean and safe, this contract supports the employment of individuals with developmental challenges, allowing them to contribute meaningfully to their community.

We respectfully submit this proposal for your review and look forward to the opportunity to discuss it further.

Submitted by:
Sage Newman
Chief Executive Officer
Valley Light Center for Social Advancement
Email: snewman@valleylightctr.org
Office: (626) 337-6200 ext. 114
Cell: (626) 392-7401

MAINTENANCE SERVICES AGREEMENT BETWEEN CITY OF WEST COVINA AND VALLEY LIGHT CENTER FOR SOCIAL ADVANCEMENT FOR BUS SHELTER MAINTENANCE SERVICES

THIS MAINTENANCE SERVICES AGREEMENT is made and entered into as of March 18, 2026 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and VALLEY LIGHT CENTER FOR SOCIAL ADVANCEMENT, a California nonprofit corporation ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to City to provide bus shelter maintenance services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the bus shelter maintenance services described in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein.

1.2. Number of Locations; Addition/Deletion of Locations.

(a) Number of Locations. Contractor acknowledges and agrees that as of the Effective Date of this Agreement, there are 127 bus shelter locations within the City, including 83 City-owned shelters and 44 shelters owned by Clear Channel Outdoor. Contractor further acknowledges and agrees that maintenance of the shelters owned by Clear Channel Outdoor requires prior written approval from Clear Channel Outdoor. Notwithstanding any other provisions of this Agreement to the contrary, Contractor shall not provide maintenance services for such shelters until City provides written notice to Contractor to commence such services.

(b) Addition/Deletion of Locations. The City reserves the right to add or delete bus shelter locations and to change the frequency of the maintenance at any of the bus shelter locations at any time during the term of this

Agreement at its sole discretion by providing written notice to Contractor of any addition, deletion, or change to the frequency of the maintenance services.

1.3. Performance Standards. Contractor's performance of the work to be performed pursuant to this Agreement will be continuously evaluated by the Public Works Department. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, conducting inspections and assessing complaints.

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

(b) Contractor shall immediately correct any deficiency, incident of failure to comply with the specifications, or unsatisfactory performance and shall explain to the Public Works Director, or his/her designee, in writing within seven (7) working days from the date of receipt of the notice of the deficiency, incident, or other unsatisfactory performance, how and when the performance will be returned to acceptable levels and Contractor's plans to ensure the unsatisfactory performance will be prevented in the future.

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

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

1.6. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive

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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.

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. City agrees to pay Contractor in accordance with the following fee schedule:

Description	Cost
Shelter Cleaning and Maintenance	$25.00 per cleaning
Trash Receptable Maintenance	$10.00 per cleaning

Contractor's total compensation shall not exceed One Million One Hundred Eighteen Thousand Six Hundred Thirty Dollars and Zero Cents ($1,118,630.00), as follows:

(a) For the period commencing April 1, 2026 and ending March 31, 2027, Contractor's total compensation shall not exceed Two Hundred Two Thousand Four Hundred Forty Dollars and Zero Cents ($202,440.00).

(b) For the period commencing April 1, 2027 and ending March 31, 2028, Contractor's total compensation shall not exceed Two Hundred Twelve Thousand Five Hundred Seventy Dollars and Zero Cents ($212,570.00).

(c) For the period commencing April 1, 2028 and ending March 31, 2029, Contractor's total compensation shall not exceed Two Hundred Twenty-Three Thousand Two Hundred Dollars and Zero Cents ($223,200.00).

(d) If the Agreement is extended, for the period commencing April 1, 2029 and ending March 31, 2030, Contractor's total compensation shall not exceed Two Hundred Thirty-Four Thousand Three Hundred Fifty Dollars and Zero Cents ($234,350.00).

(e) If the Agreement is extended, for the period commencing April 1, 2030 and ending March 31, 2031, Contractor's total compensation shall not exceed Two Hundred

Forty-Six Thousand Seventy Dollars and Zero Cents ($246,070.00).

2.3. Rate Increases. Commencing on April 1, 2027, Contractor may request to increase Contractor's rates by up to five percent (5.0%) on an annual basis. If Contractor desires to increase the rates as set forth herein, Contractor shall submit the request to the City Manager on or before February 1, which request shall detail the proposed increase, the revised rates based on such increase, and the justification for such increase, including, but not limited to, information regarding legally mandated increases in wages or benefits. The City Manager will review and respond to such request within thirty (30) days. The City Manager may, in his/her discretion, negotiate with Contractor to determine the amount of the increase, provided that the increase shall not exceed five percent (5.0%). City and Contractor shall complete any such negotiations by March 31. Once agreed upon, the increased rates shall take effect on or after April 1. No increase to the rates will be retroactive.

2.4. Method of Billing. Contractor may submit invoices to the City for approval on a monthly basis. Each invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay each invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed and the date of performance. Contractor shall submit daily logs detailing the services performed each day, in a form approved by the City, for the month with each invoice. 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 Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Contractor shall commence work on April 1, 2026. Contractor shall perform all services in compliance with the maintenance schedule agreed to by City and Contractor, as detailed in Attachment 2 to Exhibit A. The maintenance 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 Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and Contractor. Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue through March 31, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2)

successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

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

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

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

(a) Be adjudged bankrupt;

(b) Become insolvent or have a receiver of its assets or property appointed because of insolvency;

(c) Make a general assignment for the benefit of creditors;

(d) Default in the performance of any obligation or payment of any indebtedness under this Agreement;

(e) Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

(f) Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of Contractor, whichever occurs last.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

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

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than Two Million Dollars ($2,000,000.00) combined single limit for each accident.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, Contractor certifies as follows:

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

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

(d) If required to meet the limits specified herein, umbrella or excess liability insurance with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall

include the following terms and conditions:

(i) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;

(ii) "Pay on behalf of" wording as opposed to "reimbursement";

(iii) Concurrency of effective dates with primary policies.

If Contractor obtains and maintains an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

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

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

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its agreement with the City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor.

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

(c) Primary Coverage: Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina,

its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such

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communication is sent by personal delivery; b) at the time of transmission if such communication is sent by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:	IF TO CITY:
Valley Light Center for Social Advancement	City of West Covina
109 W. 6th Street	1444 West Garvey Ave. South
Azusa, CA 91702	West Covina, CA 91790
Tel: (626) 500-3200	Tel: (626) 939-8494
Email: icampos@vallightctr.org	Email: kmcdonald@westcovina.org
Attn: Ivan Campos	Attn: Kelly McDonald

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

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

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

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All reports, documents, information and data furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Contractor shall deliver to City any 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.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.14. 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.

6.15. 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.

6.16. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.17. 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.

6.18. 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.

6.19. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.20. 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.

6.21. 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.

6.22. 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.

6.23. 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.

6.24. Taxpayer Identification Number. Contractor shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

[SIGNATURE PAGE FOLLOWS.]

DRAFT

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

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Milan Mrakich
Acting City Manager

CONTRACTOR

_____ Date: _____
Sage Newman, Chief Executive Officer

_____ Date: _____
Ivan Campos, Director of Operations

ATTEST:

_____
Lisa Sherrick, CMC
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Karen Ogawa
Finance Director

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

Contractor will provide the following maintenance services for bus shelters located within the City, as follows:

1. **Shelter Area Cleaning.** Contractor shall maintain the bus shelters in a safe, clean, attractive, and sanitary condition and in good order satisfactory to the City Manager or designee. During each maintenance visit, Contractor shall clean, wash, and remove graffiti, stickers, posters, litter, dust, and dirt from each bus shelter to keep each bus shelter and immediate area free of any noticeable accumulation of dirt, dust, marks, stickers, posters, and litter. Contractor's services include:
   a. Cleaning and sweeping bus shelters, including appurtenances and bus benches, and area within a 10-foot by 10-foot radius around each bus shelter.
   b. Collection and disposal of all litter and debris.
   c. Graffiti removal from shelter surfaces for graffiti that measures five (5) inches or less in length.
      i. Match the existing color of the surface for structure coverage
      ii. Gel spray for the acrylic or glass
      iii. Sticker(s) removal with pressure washer
      iv. Contractor will report graffiti larger than five (5) inches in length to the City.
   d. Power washing of shelter structures.

2. **Trash Receptacle Maintenance.** Contractor's services include:
   a. Replacement of liners for all trash receptacles.
   b. Removal and hauling of filled trash bags.
   c. Power washing of receptacle interiors on a monthly basis.

3. **Trash Disposal**.
   a. Contractor shall transport all trash from bus shelters to the City Yard.

4. **Additional Services.** In addition to routine bus shelter maintenance services, Contractor will provide emergency maintenance services and additional maintenance services upon request of the City. For emergency requests, Contractor shall respond and provide service within forty-eight (48) hours of City's request. Payment for such additional services will be based on Contractor's standard rates.

A table detailing the locations, ownership, furniture/appurtenances, and frequency of cleaning is included as Attachment 1.

The maintenance schedule is included as Attachment 2.

ATTACHMENT 1

LOCATIONS, FURNITURE/APPURTENANCES AND FREQUENCY

LOCATIONS, FURNITURE/APPURTENANCES AND FREQUENCY

Location	# City Shelters	# CCO Shelters	Latitude, Longitude	Total Shelters at Location	Benches	Trash Cans	Cleanings per Week	Total
SB Sunset @ Durness	1	0	34.05906377609745, -117.94879108290512	1	1	1	1	1
WB Francisquito @ Tonopah	1	0	34.05530366489862, -117.9559133671646	1	1	1	1	1
WB Francisquito @ Orange	1	0	34.05730635740761, -117.95862767437497	1	1	1	1	1
WB Francisquito @ Willow	1	0	34.06110426914516, -117.96380905009487	1	1	1	1	1
EB Francisquito @ Tonopah	1	0	34.05564751466892, -117.95672003219717	1	1	1	1	1
SB Sunset @ Francisquito	1	0	34.053737973369536, -117.95444054244479	1	1	1	1	1
EB Francisquito @ Broadmoor	1	0	34.05219071132241, -117.95203165830341	1	1	1	1	1
NB Sunset @ Durness	1	0	34.058907447309494, -117.94854601602734	1	1	1	1	1
SB Merced @ Orange	1	0	34.0645461306004, -117.95066266857609	1	1	BB	1	1
SB Sunset @ Merced	0	1	34.06155349964455, -117.9457309223218	1	1	1	1	1
NB Sunset @ Cameron	1	0	34.06664311384661, -117.94033630219774	1	1	1	1	1
NB Sunset @ W Covina Pkwy	1	0	34.06917896040475, -117.93762616570918	1	1	1	1	1
NB Sunset @ Plaza Dr	0	0	34.07082686028796, -117.93666916119523	0	1	1	1	0
SB Glendora @ Cameron	1	0	34.061836037458846, -117.93171557545551	1	1	1	1	1
NB Glendora @ Michelle	1	0	34.05305321998444, -117.94098308951845	1	1	1	1	1
NB Glendora @ Cameron	1	0	34.061702588984716, -117.9314401797006	1	1	1	1	1
SB Valinda @ Cameron	1	0	34.06147451537929, -117.92554290648724	1	1	BB	1	1
SB Valinda @ Merced	1	0	34.054243270415064, -117.92565858625392	1	1	BB	1	1
WB Amar @ Brentwood	1	0	34.03450334794603, -117.91769267319023	1	1	1	1	1
WB Amar @ Lark Ellen	1	0	34.035379859778395, -117.91988131253161	1	1	1	1	1
WB Amar @ Valinda	1	0	34.035817705948304, -117.92582977736521	1	1	1	1	1
NB Valinda @ Summer	1	0	34.04012183257649, -117.9265056319113	1	1	1	1	1
NB Valinda @ Cameron	1	0	34.061568424162296, -117.92532017742015	1	1	1	1	1
NB Valinda @ Maplegrove	1	0	34.0439344694271, -117.92558197057537	1	1	1	1	1
SB Glendora @ Michelle	1	0	34.05338645209244, -117.94103040151103	1	1	1	1	1
WB Puente @ Sunset	1	0	34.08293866293709, -117.93497454032892	1	1	1	1	1
EB Puente @ Nora	0	0	34.08266903267164, -117.93827759774872	0	1	1	1	0
SB Sunset @ Puente	1	0	34.082506054741195, -117.93474666682174	1	1	1	1	1
SB Sunset @ Rowland	1	0	34.07885195088647, -117.93514783546064	1	1	1	1	1
SB Sunset @ Workman	1	0	34.0752076102548, -117.93552391861134	1	1	1	1	1
SB Sunset @ Civic Center	0	1	34.070263693008606, -117.93722014532895	1	3	2 + BB	1	1
NB W Covina Pkwy @ Toluca	0	2	34.070158046134715, -117.93971065586386	2	2	1	1	2
SB W Covina Pkwy @ Toluca	1	0	34.07062644392551, -117.94083030848549	1	1	1	1	1
NB Sunset @ Workman	1	0	34.07526044938523, -117.93521500363495	1	1	1	1	1
NB Sunset @ Puente	1	0	34.082523826658395, -117.93444625943916	1	1	1	1	1
WB Cameron @ Fernwood	1	0	34.06124101949386, -117.91122818514484	1	1	1	1	1
EB Cameron @ Azusa	1	0	34.061013806443185, -117.90815836837028	1	1	1	1	1
NB Citrus @ Cortez	1	0	34.064362193945584, -117.89008746080667	1	1	1	1	1
SB Citrus @ Walnut Creek Pkwy	1	0	34.06980335209219, -117.89023946825601	1	1	BB	1	1
NB Barranca @ Virginia	1	0	34.06969518197201, -117.88118932902331	1	1	1	1	1
SB Barranca @ Virginia	1	0	34.06928463060261, -117.88144474398327	1	1	1	1	1
SB Citrus @ Cameron	1	0	34.06117197635572, -117.89034249518969	1	1	BB	1	1
WB Cameron @ Montezuma	1	0	34.06108039825923, -117.8944275574496	1	1	1	1	1
WB Cameron @ Hollenbeck	1	0	34.0611111085388, -117.89878211327817	1	1	1	1	1
WB Cameron @ Azusa	1	0	34.06120433379916, -117.90759181164192	1	1	1	1	1
WB Cameron @ Lark Ellen	1	0	34.06130095036411, -117.9170619961634	1	1	1	1	1
NB Azusa @ Vine	1	0	34.05772666676951, -117.90779111023666	1	0	0	1	1
SB Azusa @ Vine	1	0	34.05718558324529, -117.90808952232688	1	1	1	1	1
NB Azusa @ Merced	1	0	34.05409842867981, -117.90782409754779	1	1	1	1	1
SB Azusa @ Merced	1	0	34.053600669645895, -117.90813332252952	1	1	1	1	1
SB Azusa @ Francisquito	1	0	34.049940567140844, -117.908203607653	1	1	1	1	1
SB Azusa @ Grenoble	1	0	34.04758487740869, -117.90826782300782	1	1	1	1	1
WB Amar @ Azusa	1	1	34.0317777623928, -117.91506419776033	2	2	1 + BB	1	2
SB Azusa @ Amar	1	0	34.03118847033324, -117.91511705961122	1	1	1	1	1
NB Azusa @ Amar	1	1	34.03175463895693, -117.9143987738428	2	2	2	1	2
EB Amar @ Azusa	0	1	34.03080411655987, -117.91405728315164	1	1	BB	1	1
NB Azusa @ The Heights	1	0	34.03527455419253, -117.91282554798555	1	1	1	1	1
NB Azusa @ Fairgrove	1	0	34.04285135974714, -117.91111832485355	1	1	1	1	1
NB Azusa @ Cameron	0	1	34.061389806540056, -117.90772142611203	1	1	1	1	1
NB Azusa @ Cortez	1	0	34.06500590506071, -117.90767124632528	1	1	1	1	1
NB Azusa @ Garvey	1	0	34.0703299601048, -117.90758494659039	1	1	1	1	1
NB Azusa @ Workman	1	0	34.076337495140315, -117.90759650953713	1	1	1	1	1
NB Azusa @ Rowland	0	1	34.0788956756609, -117.90760924866969	1	1	1	1	1
SB Azusa @ Rowland	0	1	34.07941564015415, -117.90794488971214	1	1	1	1	1
EB Shadow Oak @ Shakespeare	1	0	34.018844544860166, -117.8952479678304	1	1	1	1	1
EB Shadow Oak @ Gemini	1	0	34.019409745685294, -117.90297600174254	1	1	1	1	1
WB Shadow Oak @ Rita Lane	1	0	34.01892091121584, -117.89695996517798	1	1	1	1	1
WB Shadow Oak @ Gemini	1	0	34.01952646065335, -117.90273057963363	1	1	1	1	1
WB Shadow Oak @ Wood Gate	1	0	34.02351237131461, -117.90352534822668	1	1	1	1	1

LOCATIONS, FURNITURE/APPURTENANCES AND FREQUENCY

Location	# City Shelters	# CCO Shelters	Latitude, Longitude	Total Shelters at Location	Benches	Trash Cans	Cleanings per Week	Total
WB Shadow Oak @ Nogales	1	0	34.02026644148445, -117.89070253462457	1	1	1	1	1
EB Shadow Oak @ Nogales	1	0	34.02011360175477, -117.89051947386709	1	1	1	1	1
EB Amar @ Temple	1	0	34.029528847769406, -117.91025928927306	1	1	1	1	1
WB La Puente @ Sentous	1	0	34.01144787483792, -117.88042315403963	1	1	1	1	1
NB Nogales @ La Puente	1	0	34.0105495560891, -117.88673710354668	1	1	1	1	1
WB Amar @ Nogales	1	0	34.027650960777166, -117.89604225911319	1	1	1	1	1
WB Amar @ Westport	1	0	34.02770741476523, -117.90677870047377	1	1	1	1	1
WB Amar @ Temple	1	0	34.02952675044343, -117.91025838572868	1	1	1	1	1
SB Azusa @ Fairgrove	0	1	34.04298526705196, -117.91142074388668	1	1	1	1	1
EB Rowland @ Azusa	1	0	34.07901102480589, -117.9072644994417	1	1	1	1	1
EB Workman @ 2nd	1	2	34.07526082179709, -117.88624198596317	3	3	2	2	6
EB W Covina Pkwy @ Sunset	0	1	34.0684583899684, -117.9375616625606	1	1	1	3	3
EB W Covina Pkwy @ Fashion Plaza	0	1	34.06863998563039, -117.93351530936235	1	1	1	3	3
EB W Covina Pkwy @ California	1	0	34.068524626173875, -117.9306275709359	1	1	1	3	3
WB W Covina Pkwy @ Fashion Plaza	0	2	34.068793105464756, -117.93231432803361	2	2	2	3	6
WB W Covina Pkwy @ California	1	1	34.06870115268611, -117.9297159221168	2	2	BB	3	6
SB Barranca @ Eastland	2	2	34.073766731120664, -117.88144699308778	4	4	BB	1	4
SB Azusa @ Cameron	0	1	34.06080479553165, -117.90803880471067	1	1	1	1	1
SB Azusa @ Francisquito	0	1	34.04994131984095, -117.90820473626329	1	1	1	1	1
NB Azusa @ Aroma	0	1	34.04770561463596, -117.90790407717753	1	1	1	1	1
NB Azusa @ Puente	0	1	34.08314130800379, -117.90763381178921	1	1	1	1	1
SB Azusa @ Puente	0	1	34.08241327637546, -117.90794439356102	1	1	1	1	1
SB Azusa @ Workman	0	1	34.0757389180403, -117.90790990038074	1	1	1	1	1
WB I10 @ Azusa	1	0	34.072482111737074, -117.90665001663199	1	1	0	1	1
NB Citrus @ E Garvey Ave South	0	1	34.0701352947551, -117.89001107251603	1	1	1	1	1
EB Francisquito @ Sunset	0	1	34.05349010542687, -117.95377552606432	1	1	1	1	1
WB Francisquito @ Sunset	0	1	34.05362833834327, -117.95354744588015	1	1	1	1	1
SB Glendora @ Merced	0	1	34.0554564981306, -117.93874761432045	1	2	2	1	1
NB Glendora @ Merced	0	1	34.05576461127102, -117.93799255984031	1	1	2	1	1
SB Glendora @ Vine	0	1	34.05810030396921, -117.93583441184066	1	2	2	1	1
NB Glendora @ Vine	0	1	34.05760972312079, -117.93594506245451	1	2	2	1	1
NB Merced @ Orange	0	1	34.06475337908671, -117.95058799744997	1	1	1	1	1
NB Merced @ Trojan	0	1	34.062746537446934, -117.94785560779441	1	1	1	1	1
SB Sunset @ Cameron	0	1	34.06665332505464, -117.94073914139645	1	1	1	1	1
SB Sunset @ Farlington	0	1	34.056273308263854, -117.95175147678847	1	1	1	1	1
NB Sunset @ Francisquito	0	1	34.05356971448475, -117.95421094867469	1	1	1	1	1
NB Sunset @ Vine	0	1	34.06388117594075, -117.94324534051027	1	1	1	1	1
SB Sunset @ Vine	0	1	34.063490503473766, -117.94414341102183	1	1	1	1	1
SB Valinda @ Glendora	0	1	34.066761541431994, -117.92562778217244	1	1	1	1	1
SB Vincent @ Glendora	0	1	34.066221006001925, -117.92749270510147	1	1	1	1	1
NB Vincent @ Glendora	0	1	34.06603978199271, -117.92723677279476	1	1	1	1	1
SB Vincent @ Plaza	0	1	34.069326905681855, -117.92710891216127	1	1	1	1	1
SB Azusa @ Cortez	1	0	34.06491621837276, -117.90798760570473	1	1	1	1	1
EB Workman @ Azusa	1	0	34.075412906478, -117.90593048035309	1	1	1	1	1
WB Rowland @ Azusa	1	0	34.07926451170075, -117.90729627238498	1	1	1	1	1
NB Sunset @ Merced	1	0	34.06155142510136, -117.94573743255906	1	1	1	1	1
EB Cameron @ Fernwood	1	0	34.06104763254188, -117.9111477667844	1	1	0	1	1
EB Amar @ Westport	0	0	34.027096824169284, -117.90633229142097	0	0	1	0	0
EB Amar @ Shadow Oak	1	0	34.0262089189489, -117.90266654100297	1	1	BB	1	1
WB Amar @ Shadow Oak	1	0	34.026514911232276, -117.90356763173139	1	1	BB	1	1
WB Valley @ Nogales	1	0	34.0030871562852, -117.8873292563383	1	1	1	1	1
Total	**83**	**44**		**127**		**127**		**144**

ATTACHMENT 2

MAINTENANCE SCHEDULE

MAINTENANCE SCHEDULE

Monday _____

			Shelter Power washed	Power washed Trash cans	Empty trash & Liners replaced	Completed by
1	SB Sunset @ Durness					
2	WB Francisquito @ Tonopah					
3	WB Francisquito @ Orange					
4	WB Francisquito @ Willow					
5	EB Francisquito @ Tonopah					
6	SB Sunset @ Francisquito					
7	NB Sunset @ Francisquito					
8	EB Francisquito @ Broadmoor					
9	EB Francisquito @ Sunset					
10	WB Francisquito @ Sunset					
11	NB Sunset @ Durness					
12	SB Merced @ Orange					
13	SB Sunset @ Merced					
14	NB Sunset @ Merced					
15	NB Sunset @ Cameron					
16	EB W Covina Pkwy @ Sunset					
17	EB West Covina Pkwy @ Fashion Plaza					
18	EB West Covina Pkwy @ California					
19	WB West Covina Pkwy @ Fashion Plaza					
20	WB West Covina Pkwy @ California					
21	NB Sunset @ West Covina Pkwy					
22	NB Sunset @ Plaza Dr					
23	SB Barranca @ Eastland					
24	EB Workman @ 2nd					
25	SB Glendora @ Cameron					
26	NB Glendora @ Michelle					
27	NB Glendora @ Cameron					
28	SB Valinda @ Cameron					
29	SB Valinda @ Merced					
	TRASH Liners ONLY					
	NB Azusa @ Vine					
	SB Azusa @ Vine					
	NB Azusa @ Merced					
	SB Azusa @ Merced					
	NB Azusa @ Francisquito					
	SB Amar @ Grenoble					
	WB Amar @Azusa					

MAINTENANCE SCHEDULE

Tuesday _____

			Shelter Power washed	Power washed Trash cans	Empty trash & Liners replaced	Completed by
1	WB Cameron @ Lark Ellen					
2	WB Cameron @ Fernwood					
3	EB Cameron @ Fernwood					
4	EB Cameron @ Azusa					
5	NB Citrus @ Cortez					
6	SB Citrus @ Walnut Creek Pkwy					
7	WB Amar @ Lark Ellen					
8	WB Amar @ Valinda					
9	NB Valinda @ Summer					
10	NB Valinda @ Cameron					
11	NB Valinda @ Maplegrove					
12	SB Glendora @ Michelle					
13	WB Puente @ Sunset					
14	SB Sunset @ Puente					
15	SB Sunset @ Rowland					
16	SB Sunset @ Cameron					
17	SB Sunset @ Farlington					
18	SB Sunset @ Workman					
19	SB Sunset @ Civic Center					
20	NB West Covina Pkwy @ Toluca					
21	SB West Covina Pkwy @ Toluca					
22	NB Sunset @ Workman					
23	NB Sunset @ Puente					
24	NB Sunset @ Vine					
25	SB Sunset @ Vine					

TRASH Liners ONLY

	SB Azusa @ Amar					
	NB Azusa @ Amar					
	EB Amar @ Azusa					
	NB Azusa @ The Heights					
	SB Barranca @ Eastland					
	NB Barranca @ Virginia					
	SB Barranca @ Virginia					

MAINTENANCE SCHEDULE

Wednesday _____

			Shelter Power washed	Power washed Trash cans	Empty trash & Liners replaced	Completed by
1	NB Azusa @ Vine					
2	SB Azusa @ Vine					
3	NB Azusa @ Merced					
4	SB Azusa @ Merced					
5	NB Azusa @ Francisquito					
6	SB Azusa @ Grenoble					
7	WB Amar @ Azusa					
8	SB Azusa @ Amar					
9	NB Azusa @ Amar					
10	EB Amar @ Azusa					
11	NB Azusa @ The Heights					
12	SB Barranca @ Eastland					
13	NB Barranca @Virginia					
14	SB Barranca @Virginia					
15	NB Citrus @ Cameron					
16	WB Cameron @ Montezuma					
17	WB Cameron @ Hollenbeck					
18	WB Cameron @ Azusa					
19	SB Valinda @ Glendora					
20	SB Vincent @ Glendora					
21	NB Vincent @ Glendora					
22	SB Vincent @ Plaza					
23	EB W Covina Pkwy @ Sunset					
24	EB West Covina Pkwy @ Fashion Plaza					
25	EB West Covina Pkwy @ California					
26	WB West Covina Pkwy @ Fashion Plaza					
27	WB West Covina Pkwy @ California					

MAINTENANCE SCHEDULE

Thursday _____

			Shelter Power washed	Power washed trash cans	Empty trash & Liners replaced	Completed by
1	NB Azusa @ Cameron					
2	NB Azusa @ Cortez					
3	SB Azusa @ Cortez					
4	NB Azusa @ Garvey					
5	NB Azusa @ Workman					
6	EB Workman @ Azusa					
7	NB Azusa @ Rowland					
8	SB Azusa @ Rowland					
9	EB Rowland @ Azusa					
10	WB Rowland @ Azusa					
11	SB Azusa @ Cameron					
12	SB Azusa @ Francisquito					
13	NB Azusa @ Puente					
14	SB Azusa @ Puente					
15	SB Azusa @ Workman					
16	WB I10 @ Azusa					
17	NB Citrus @ E Garvey Ave South					
18	SB Glendora @ Merced					
19	NB Glendora @ Merced					
20	SB Glendora @ Vine					
21	NB Glendora @ Vine					
22	NB Merced @ Orange					
23	NB Merced @ Trojan					

TRASH Liners ONLY

	SB Vincent @ Plaza					
	EB W Covina Pkwy @ Sunset					
	EB West Covina Pkwy @ Fashion Plaza					
	EB West Covina Pkwy @ California					
	WB West Covina Pkwy @ Fashion Plaza					
	WB West Covina Pkwy @ California					

MAINTENANCE SCHEDULE

Friday _____

			Shelter Power washed	Power washed trashed cans	Empty trash & Liners replaced	Completed by
1	EB Shadow Oak @ Shakesphere					
2	EB Shadow Oak @ Gemini					
3	WB Shadow Oak @ Rita Lane					
4	WB Shadow Oak @ Gemini					
5	WB Shadow Oak @ Wood Gate					
6	WB Shadow Oak @ Nogales					
7	EB Shadow Oak @ Nogales					
8	EB Amar @ Westport					
9	EB Amar @ Shadow Oak					
10	WB Amar @ Shadow Oak					
11	EB Temple @ Amar					
12	WB Amar @ Temple					
13	WB La Puente @ Sentous					
14	NB Nogales @ La Puente					
15	EB Valley Blvd @ Nogales					
16	WB Amar @ Westport					
17	**SB Barranca @ Eastland**					
18	**EB Workman @ 2nd**					
19	NB Azusa @ Fairgrove					
20	SB Azusa @ Fairgrove					
21	NB Azusa @ Aroma					
22	WB Amar @ Brentwood					
23	**EB W Covina Pkwy @ Sunset**					
24	**EB West Covina Pkwy @ Fashion Plaza**					
25	**EB West Covina Pkwy @ California**					
26	**WB West Covina Pkwy @ Fashion Plaza**					
27	**WB West Covina Pkwy @ California**					

TRASH Liners ONLY

	NB Citrus @ Cameron					
	WB Cameron @ Montezuma					
	WB Cameron @ Hollenbeck					
	WB Cameron @ Azusa					
	SB Valinda @ Glendora					
	SB Vincent @ Glendora					
	NB Vincent @ Glendora					

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 17, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF CONSTRUCTION SERVICES AGREEMENT FOR FY 24-25 RESIDENTIAL STREET REHABILITATION PROJECT - PROJECT NO. 25001 AND ASSOCIATED BUDGET AMENDMENT**

RECOMMENDATION:

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

1. Award the Construction Services Agreement for the FY 24-25 Residential Street Rehabilitation Project (Project No. 25001) to Onyx Paving Company, Inc. as the lowest responsible bidder;
2. Authorize the Acting City Manager to execute the Construction Services Agreement with Onyx Paving Company, Inc. for $4,646,000.00, in such final form as approved by the City Attorney;
3. Authorize the Acting City Manager to negotiate and execute any amendments up to 10% of the awarded agreement amount;
4. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction); and
5. Adopt the following resolution:

RESOLUTION NO. 2026-26 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (RESIDENTIAL STREET REHAB FY 2024-25)

BACKGROUND:

As part of City's Pavement Management Program ("PMP"), the proposed project involves pavement rehabilitation and pavement maintenance work on the recommended streets from the PMP. The PMP is a planning and budgeting tool used to prioritize street paving and maintenance projects over a ten-year period.

The selected streets are based on the recommendations identified within the City's PMP for Fiscal Year (FY) 2024-25, and also per engineering field review and judgment. City engineering staff reviewed the PMP recommendations for residential street maintenance, conducted field reviews, and determined the final streets to be included in the FY 2024-25 Residential Street Rehabilitation Project.

Major work components include construction of slurry seal, asphalt concrete resurfacing, reconstruction of localized asphalt repairs (pothole repairs), restoration of traffic loops, installation of traffic striping and related work.

As part of the project, approximately 250,000 square feet of pavement will receive asphalt slurry seal, and approximately 1,700,000 square feet of pavement will be resurfaced with new asphalt (coldmill and overlay). Coldmilling is the controlled removal of the surface of the existing pavement to the desired depth, with specially designed equipment to restore the pavement surface to a specified grade and cross-slope. Work also includes localized asphalt pothole repairs, markings and striping and related work. See Attachment No. 1 – Fiscal Year 2024-25 Residential Streets Rehabilitation Map and Locations for the streets included in this project.

DISCUSSION:

On January 23, 2026, staff advertised construction bid package. The following thirteen (13) bids were received by the City at the Bid Opening held on February 9, 2026, at 8:30 AM.

Contractor Name	**Total Base Bid Amount**
Onyx Paving Company, Inc.	$3,282,000.00
All American Asphalt	$3,472,112.00
Gentry Brother, Inc.	$3,539,530.68
Vance Corporation	$3,564,518.48
LCR Earthwork & Engineering Corp	$3,579,025.80
Calmex Engineering, Inc.	$3,631,825.79
Sequal Contractors, Inc.	$3,697,800.81
Sully-Miller Contracting Company	$3,777,192.81
Hardy & Harper, Inc.	$3,850,000.00
COPP Contracting, Inc.	$4,198,353.52
RJ Nobel Company	$4,201,092.74
Toro Enterprises, Inc.	$4,255,600.38
Paveco Construction, Inc.	$5,472,731.70

Staff conducted a bid analysis including checking references, California Contractor Licensing, Department of Industrial Relations registration, State and Federal debarment list review for the apparent low bidder, Onyx Paving Company, Inc.

Lowest Responsive Bid

The lowest responsive base bid was submitted by Onyx Paving Company, Inc. in the amount of $3,282,000.00. In addition to the base bid staff included three additive alternative bid schedules for additional locations to be repaved as well as curb ramp reconstruction in both zones. In total, including the additive alternative bid schedules, the total bid amount submitted by Onyx Paving Company, Inc. is $4,646,000.00. Following Council's approval, the City will enter into an agreement with Onyx Paving Company, Inc. in such final form approved by the City Attorney. The draft agreement is included as Attachment No. 2.

Project Timeline

The field construction duration is 60 working days (approx. 3 months). Field construction is anticipated to start Spring 2026, and construction to be completed in Summer 2026.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

ENVIRONMENTAL REVIEW:

The proposed project is a project subject to the California Environmental Quality Act (CEQA). Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15302: Replacement or reconstruction. Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including, replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. The project includes construction of slurryseal, asphalt concrete coldmill and overlay, reconstruction of localized asphalt repairs,restoration of traffic loops, and installation of traffic striping throughout the City involving a negligible expansion of capacity. Therefore, the project is categorically exempt from CEQA.

Fiscal Impact

FISCAL IMPACT:

The project estimate is outlined below:

Base Construction Cost	$4,646,000.00
Proposed Contingency allowance (10%)	$464,600.00
Subotal Construction Budget	**$5,110,600.00**
Project Management and Administration (Preparation of Bid Documents)	$195,000.00
Construction Management and Inspection	$510,000.00
Newspaper Advertisement, Misc. Expenses	$5,000.00
Total Project Budget	**$5,820,000.00**

During the design phase, staff identified additional Community Development Block Grant (CDBG) funds that could be utilized for this project. As such, staff included sections of Zone 1 of the adopted PMP which is a section eligible for utilization of CDBG funding in the project scope. In order to utilize these funds, staff recommend the City Council adopt a budget amendment allocating additional funding to this project. The table below summarizes the proposed budget amendment.

Project No.	Fund	Current Budget Available	Total Project Estimate	Proposed Budget Amendment
C25001, Residential Street Rehab Program FY 24-25	237, SB1	3,156,693.00	3,375,500.00	$218,807.00
	Total			**$218,807.00**

Attachments

Attachment No.1-FY 2024-25 Residential Streets Rehabilitation Location Map and List

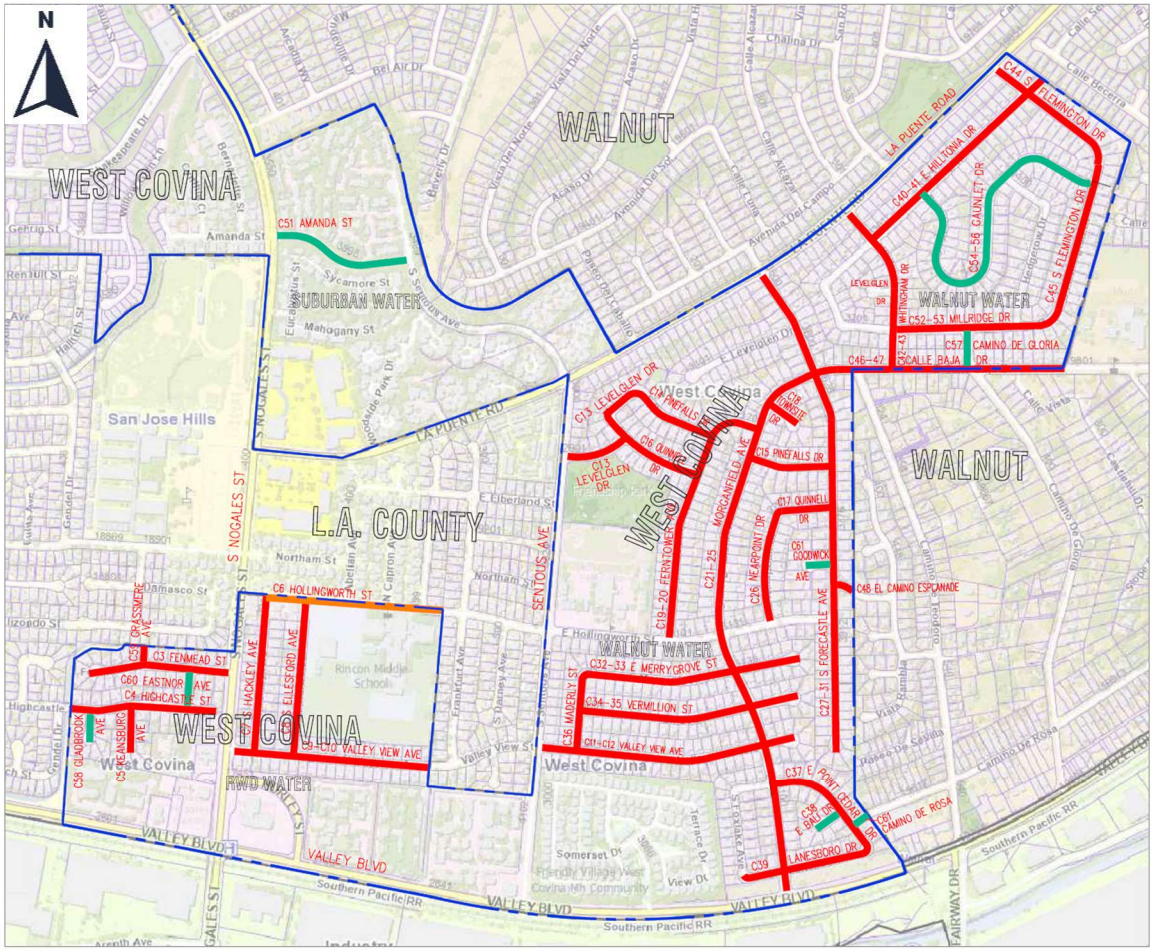
Attachment No. 2 - Draft Agreement

ATTACHMENT NO. 1 – FY 2024-25 RESIDENTIAL STREETS REHABILITATION LOCATION MAP & LIST



LOCATION & SHEET INDEX MAP - AREA 1

NOT TO SCALE

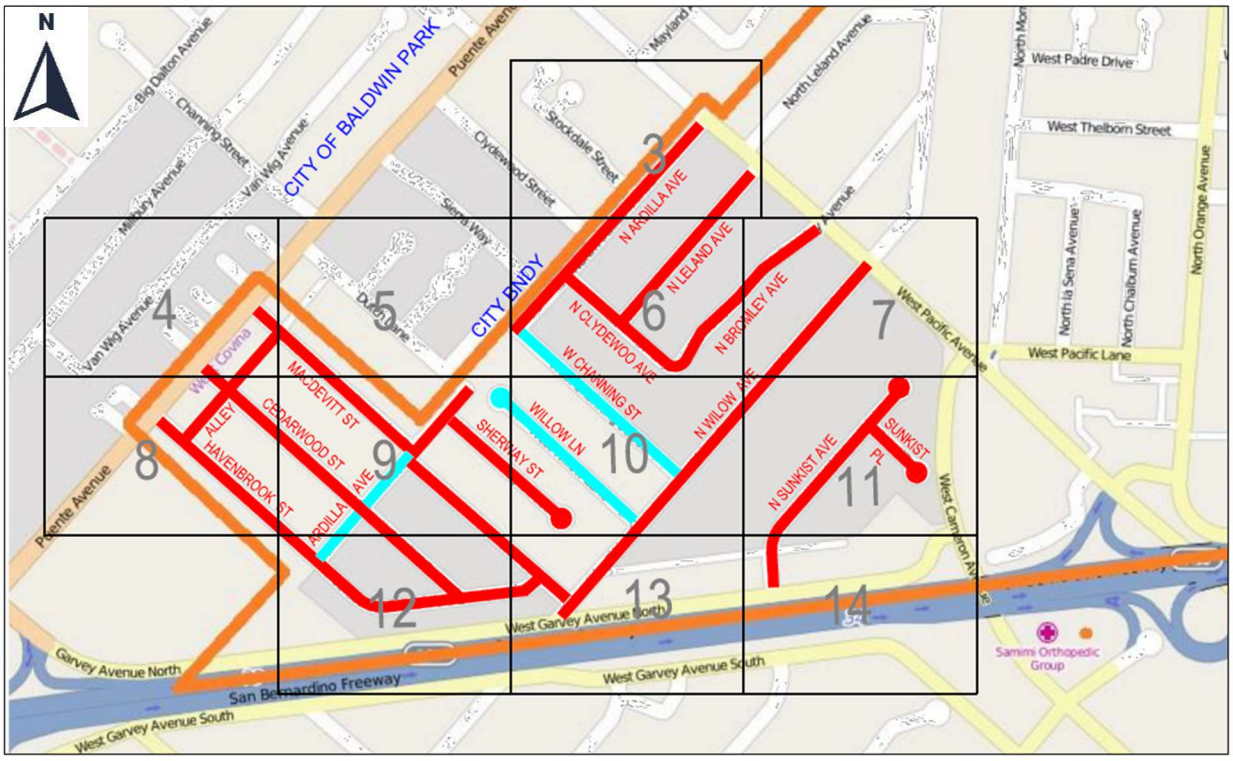


LOCATION & SHEET INDEX MAP - AREA 2

NOT TO SCALE

PVMT WORK LEGEND

- 2" AC COLD MILL & OVERLAY
- 4" AC COLD MILL & OVERLAY
- SLURRY AC PAVEMENT



LOCATION & SHEET INDEX MAP

NOT TO SCALE

PVMT WORK LEGEND

1–1/2" AC COLD MILL & OVERLAY

TYPE II SLURRY AC PAVEMENT

Street Name	Begin Location	End Location
AMANDA ST	S NOGALES ST	S SENTOUS AVE
S FLEMINGTON DR	LA PUENTE RD	MILLRIDGE DR
GAUNTLET DR	E HAMILTONIA DR	S FLEMINGTON DR
E HILTONIA DR	WHITINGHAM DR	S FLEMINGTON DR
MILLRIDGE DR	WHITINGHAM DR	S FLEMINGTON DR
DAMINO DE GLORIA	MILLRIDGE DR	CALLE BAJA DR
WHITINGHAM DR	LA PUENTE RD	CALLE BAJA DR
CALLE BAJA DR	S FORECASTLE AVE	EAST CITY LIMIT
S FORCASTLE AVE	LA PUENTE RD	CUL-DE-SAC
MORGANFIELD AVE	VALLEY BLVD	S FORECASTLE AVE
TOWNSITE DR	MORGANFIELD AVE	CUL-DE-SAC
PINEFALLS DR	MORGANFIELD AVE	S FORECASTLE AVE
QUINNELL DR	NEARPOINT DR	S FORECASTLE AVE
NEARPOINT DR	CUL-DE-SAC	QUINELL DR
GOODWICK AVE	S FORECASTLE AVE	CUL-DE-SAC
EL CAMINO EDPLANADE	S FORECASTLE AVE	EAST CITY LIMIT
FERNTOWER AVE	E HOLLINGWORTH ST	MORGANFIELD AVE
PINEFALLS DR	FERNTOWER AVE	LEVELGLEN DR
LEVELGLEN DR	QUINELL DR	PINEFALLS DR
QUINNELL DR	LEVELGLEN DR	FERNTOWER AVE
LEVELGLEN DR	S SENTOUS AVE	QUINNELL DR
E MERRYGROVE ST	MADERLY ST	CUL-DE-SAC
VERMILLION ST	MADERLY ST	CUL-DE-SAC
VALLEY VIEW AVE	S SENTOUS AVE	CUL-DE-SAC
MADERLY ST	VALLEY VIEW AVE	E MERRYGROVE ST
POINT CEDAR DR	MORGANFIELD AVE	LANESBORO DR
E BALI DR	CUL-DE-SAC	E POINT CEDAR DR
CAMINO DE ROSA	E POINT CEDAR DR	EAST CITY LIMIT
LANESBORO DR	S FOXLAKE AVE	E POINT CEDAR DR
HOLLINGWORTH ST	S HACKLEY AVE	EAST CITY LIMIT
S HACKLEY AVE	VALLEY VIEW AVE	HOLLINGWORTH ST
S ELLESFORD AVE	VALLEY VIEW AVE	HOLLINGWORTH ST
VALLEY VIEW AVE	S NOGALES ST	EAST CITY LIMIT
HIGHCASTLE ST	WEST CITY LIMIT	CUL-DE-SAC
GLADBROOK AVE	CUL-DE-SAC	HIGHCASTLE ST
KEANSBURG AVE	CUL-DE-SAC	HIGHCASTLE ST
EASTNOR AVE	HIGHCASTLE ST	FENMEAD ST
FENMEAD ST	CUL-DE-SAC	S NOGALES ST
GRASSMERE AVE	FENMEAD ST	NORTH CITY LIMIT
S SANDY HILL DR	CRESCENT VIEW	S GOLDEN VISTA DR
HAVENBROOK ST	PUENTE AVE	MACDEVITT ST
ALLEY	HAVENBROOK ST	MACDEVITT ST
CEDARWOOD ST	PUENTE AVE	HAVENBROOK ST
MACDEVITT ST	PUENTE AVE	N ARDILLA AVE
MACDEVITT ST	N ARDILLA AVE	N WILLOW AVE
N ARDILLA AVE	HAVENBROOK ST	CUL-DE-SAC
SHERWAY ST	ARDILLA AVE	CUL-DE-SAC
WILLOW LN	CUL-DE-SAC	N WILLOW AVE
W CHANNING ST	N ARDILLA AVE	N WILLOW AVE
N CLYDEWOOD AVE	N ARDILLA AVE	N BROMLEY AVE
N ARDILLA AVE	W CHANNING ST	W PACIFIC AVE
N LELAND AVE	N CLYDEWOOD AVE	W PACIFIC AVE
N BROMLEY AVE	N CLYDEWOOD AVE	WA PACIFIC AVE
N WILLOW AVE	W GARVEY AVE N	W PACIFIC AVE
N SUNKIST AVE	W GARVEY AVE N	CUL-DE-SAC
SUNKIST PL	N SUNKIST AVE	SUNKIST PL

CITY OF WEST COVINA
CONSTRUCTION SERVICES AGREEMENT FOR
PROJECT NO. 25001
FY 24-25 RESIDENTIAL STREET REHABILITATION PROJECT

THIS CONSTRUCTION SERVICES AGREEMENT (herein "Agreement") is made and entered into as of March 17, 2026 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation (herein "City"), and ONYX PAVING COMPANY, INC., a California corporation (herein "Contractor").

RECITALS

A. City requires construction services for the FY 24-25 Residential Street Rehabilitation Project, Project No. 25001 ("Project"), that meet the requirements as shown in the project specifications and this Agreement.

B. The Project is funded in whole or in part with Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD).

C. Contractor has submitted a bid to perform the construction services for the Project and has represented to City that Contractor is qualified to perform said services.

D. City has determined that Contractor is the lowest responsible bidder.

E. City and Contractor desire to enter into this Agreement for the Project on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide all work described in the Contract Documents, as further described herein, which services may be referred to herein as the "services" or "work". As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality and fit for the purpose intended.

1.2 Documents Included in Contract. The complete Agreement consists of:

(a) This Agreement;
(b) Notice to Contractors and Instructions to Bidders, Bid Documents and Contract

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Documents (collectively, "Bid Documents"), released January 23, 2026, incorporated by this reference as if fully set forth herein;

(c) Addendum No. 1 to the Bid Documents, dated February 4, 2026, incorporated by this reference as if fully set forth herein;

(d) Federal Requirements, attached hereto as Exhibit A and incorporated herein;

(e) Contractor's Proposal, attached hereto as Exhibit B and incorporated herein;

(f) Certificates of Insurance, attached hereto as Exhibit C and incorporated herein;

(g) Bonds, attached hereto as Exhibit D and incorporated herein;

(h) The Standard Specifications and Standard Specifications for Public Works Construction, as detailed in Section 19-1 of the West Covina Municipal Code, incorporated by this reference as if fully set forth herein; and

(i) All exhibits and attachments to the foregoing documents.

The documents comprising the complete Agreement may be referred to in this Agreement as the "Contract Documents." In the event of an inconsistency between any of the terms in this Agreement and any of the documents referenced above, this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time the work is performed.

1.4 Licenses, Permits, Fees, and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including a business license from the City. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. Contractor shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own active negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contractor. All change orders are subject to the requirements of West Covina Municipal Code Section 19-302. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of California Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the California Labor Code regarding eight (8)-hour workday and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times

the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the California Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the California Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with California Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to California Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the California Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of California Labor Code Section 1776.

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

(g) Davis-Bacon and Related Acts. Notwithstanding the foregoing provisions, this Project is funded in whole or in part with Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD). Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Four Million Six Hundred Forty-Six Thousand Dollars and Zero Cents ($4,646,000.00) (herein "Contract Sum"), except as provided in Section 1.8 (Additional Services). The Contract Sum includes Contractor's Base Bid in the amount of Three Million Two Hundred Eighty-Two Thousand Dollars and Zero Cents ($3,282,000.00), Contractor's Additive Bid Schedule A in the amount of One Hundred Forty-Two Thousand Dollars and Zero Cents ($142,000.00), Contractor's Additive Bid Schedule B in the amount of One Hundred Eleven Thousand Dollars and Zero Cents ($111,000.00), and Contractor's Additive Bid Schedule C in the amount of One Million One Hundred Eleven Thousand Dollars and Zero Cents

($1,111,000.00) . The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the Contract Sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made within thirty (30) days. City shall pay Contractor a sum based upon ninety five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) of the Contract Sum shall be retained as performance security as detailed in Section 2.3 (Retention of Funds).

2.3 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 2.2 (Progress Payments) of this Agreement. In accordance with said section, City will retain five percent (5%) of the Contract Sum apportionment from each progress payment as performance security to be paid to Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor furnishes City with a release of all undisputed contract amounts if required by City. If there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds as authorized by California Public Contract Code Section 7107 of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder. To the extent consistent with California Public Contract Code Section 22300, Contractor may request and City shall make payment of retentions earned directly to an escrow agent at the expense of Contractor, and may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in California Public Contract Code Section 22300 for securities deposited by Contractor. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall not commence work until Contractor receives a notice to proceed from the City. Contractor shall complete the work within sixty (60) working days from the commencement date specified in the notice to proceed. Prior to the commencement of work, Contractor shall submit for the Contract Officer's approval its proposed Construction Schedule. Contractor shall perform the services in accordance with the approved Construction Schedule. When requested by Contractor, extensions to the time period(s) specified in the Construction Schedule may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period(s) specified in the Construction Schedule for performance of the services rendered pursuant to this Agreement shall be extended to the extent caused by delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe

weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency other than the City, if Contractor within ten (10) days of the commencement of such delay notifies the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. Contractor shall not be entitled to any damages or increase in compensation due to force majeure.

3.4 Term. Unless earlier terminated as set forth herein, this Agreement shall continue in full force and effect until final approval and acceptance of the Project by the City.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Corey R. Kirschner

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. Contractor shall keep the Contract Officer informed of Contractor's progress on the services. Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein or in the City's Municipal Code, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required by this Agreement, to the extent permitted by the City's Municipal Code.

4.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor of any liability hereunder without the City's express consent.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any

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control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation. City, and not Contractor, is responsible for removal, relocation, or protection of existing main or trunkline utilities but only to the extent such utilities were not identified in the invitation for bids or specifications. Where the specifications call for Contractor to remove, relocate, reconstruct or protect such lines, all such work shall be deemed included in the Contract Sum. Contractor having been presented with a reasonable basis to suspect that any previously unidentified main or trunkline may need to be removed, relocated or protected in place, Contractor shall immediately notify City and the affected utility company in writing of such belief, and the basis therefor, and Contractor shall thereafter work with the City and the utility company to coordinate such removal, relocation or protection. City shall reimburse Contractor for its reasonable costs incurred in locating and repairing damage not caused by Contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delays which meet both of the following requirements: (i) the delays occurred after Contractor gave City the written notice required by this Section; and (ii) the delays were caused by the removal, protection, or relocation of such unidentified utility facilities. Nothing herein shall be deemed to prevent the City from seeking reimbursement of any such costs from the affected utility company.

4.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, if the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.8 (Additional Services) of this Agreement.

(c) If a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.8 Best Management Practices. Contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. Contractor shall certify it has received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

5.0 INSURANCE

5.1 Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted 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 $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a $2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) If required to meet the limits specified herein, umbrella or excess liability insurance with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and

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conditions:

(i) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;

(ii) "Pay on behalf of" wording as opposed to "reimbursement";

(iii) Concurrency of effective dates with primary policies.

If Contractor obtains and maintains an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

(d) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for Contractor's employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, Contractor certifies as follows:

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

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

(e) Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. The Builder's Risk coverage shall name the City as a loss payee. If the Project does not involve new or major construction, City may, in its discretion, permit an Installation Floater. If authorized, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing buildings, structures, processes, machinery and

equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken or destroyed during the performance of the work, including during transit, installation, and testing at the project site.

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

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

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with the City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor.

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

(c) Primary Coverage: Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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

5.5 Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement or the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

5.6 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the City is listed as an additional insured on insurance required of subcontractors.

5.7 Sufficiency of Insurers. Insurance required by this Agreement shall be satisfactory only if issued by companies authorized to do business in California, rated with a current A.M. Best's rating of no less than A:VII unless such requirements are waived by the City's Risk Manager in writing due to unique circumstances. If the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Risk Manager may increase the minimum limits of the insurance policies required by this Section by providing written notice to Contractor; provided that Contractor may appeal such determination to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

6.0 BONDS

6.1 Labor and Materials, Performance and Warranty Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City: (1) a labor and materials bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the payment of all persons furnishing labor or materials in connection with the work, (2) a performance bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Agreement, and (3) a warranty bond in an amount equal to fifty percent (50%) of the Contract Sum to guarantee the work for a period of one (1) year following completion of the work, on the forms provided by the City. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be released or exonerated only if Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.2 Sufficiency of Sureties. Sureties must be authorized to issue bonds in California. In addition, sureties must possess a minimum rating from A. M. Best Company of A:VII and must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, http://www.fms.treas.gov/c570/c570.html, subject to the maximum amount shown in the listing. If co-

sureties are used, their bonds must be on a joint and several basis.

6.3 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the Agreement for the work to be performed will be permitted at the request and expense of Contractor.

7.0 INDEMNIFICATION

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

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) If the City, its officers, agents or employees is/are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(d) Contractor's duty to defend and indemnify as set forth herein shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury

to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification in favor of City from all subcontractors.

8.0 RECORDS AND REPORTS

8.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer may require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

8.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as may be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

9.0 ENFORCEMENT OF AGREEMENT; TERMINATION

9.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 Notice of Default and Cure Period. If either party fails to perform its obligations hereunder, the nondefaulting party may provide the defaulting party with written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, provided the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement, and/or to call upon any completion or payment bond or other security for performance thereof. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

9.3 Termination for Default of Contractor. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, upon termination, take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

9.4 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving Contractor thirty (30) days prior written notice of termination of the Agreement. Upon receipt of the notice of termination, Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City, Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

(a) The contract value of the work completed through and including the date of receipt of the notice of termination, less the amount of progress payments received by Contractor.

(b) Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the move-off.

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(c) The cost of materials custom-made for this Agreement which Contractor cannot use in its normal course of business, and for which the City has not already paid.

(d) Any costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this Section shall supersede any inconsistent provisions of the Agreement or the Bid Documents. City and Contractor agree that the provisions of this Section are a substantive part of this Agreement's consideration.

9.5 "Claims" by Contractor under Section 9204. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be subject to all requirements of California Public Contract Code Section 9204 ("Section 9204") as it may be amended from time to time. The parties acknowledge that Section 9204 applies to certain requests by Contractor, such as certain requests for time extensions, certain requests for payments not covered by contract, and certain requests for payments of amounts disputed by City. The parties further acknowledge that Section 9204 establishes all of the following: (i) Contractor may submit a "claim" to the City, as that term is defined in Section 9204; (ii) City has an initial 45 days to review and respond to the claim to state "what portion of the claim is disputed and what portion is undisputed". If the City does not issue a written statement, the claim is deemed rejected in its entirety; (iii) Contractor must furnish reasonable documentation to support the claim; (iv) City has 60 days from its written determination to pay any undisputed amount; and (v) specified procedures apply to resolve any amounts in dispute.

9.6 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be considered a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.9 Liquidated Damages. Contractor agrees that failure to complete work within the time allowed herein will result in damages being sustained by the City. Contractor further agrees that the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement. Therefore, Contractor

agrees that it and its sureties shall be liable for and shall pay to the City liquidated damages in the amount of Five Hundred Dollars ($500.00) for each calendar day of delay in the performance of any service required hereunder. Contractor further agrees that liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services. The City may withhold from any amounts payable on account of services performed by Contractor any accrued liquidated damages. Contractor, on behalf of itself and its sureties, and City agree that the liquidated damages constitute a reasonable estimate of actual damages, and are not punitive.

10.0 CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

10.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Conflict of Interest. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry in the performance of this Agreement. To the extent required by law, Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry.

11.0 FEDERAL REQUIREMENTS

This Project is funded in whole or in part by federal funds and subject to the Federal Requirements set forth in this Agreement, including, but not limited to, the requirements set forth in Exhibit A. Contractor agrees to comply with said Federal Requirements and all federal requirements applicable to the Project.

Contractor shall comply with all applicable state and local codes, ordinances, and other applicable laws, all applicable CDBG program requirements and any amendments hereafter to CDBG program guidelines and requirements.

12.0 SECTION 3 ECONOMIC OPPORTUNITIES COMPLIANCE

Contractor acknowledges that this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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City and Contractor agree to comply with HUD's regulations in 24 CFR Part 135 ("Part 135"), which implement Section 3. As evidenced by their execution of this Agreement, City and Contractor certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with Part 135 regulations, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. Contractor will not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 CFR Part 135. Contractor will execute the "Section 3 Economic Opportunity Report," included in Exhibit A, and understands its obligations thereunder.

Contractor understands that noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

13.0 MISCELLANEOUS PROVISIONS

13.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790
Attn: City Engineer

To Contractor: Onyx Paving Company, Inc.
22707 La Palma Avenue
Yorba Linda, CA 92887
Attn: Corey R. Kirschner

13.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

13.4 Severability. If one or more of the words, phrases, sentences, clauses, paragraphs, or sections in this Agreement is declared unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any of the remaining words, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are severable. Remaining enforceable provisions shall be interpreted to carry out the intent of the parties unless an invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

13.5 Hiring of Undocumented Aliens Prohibited. Contractor shall not hire, employ, or allow any person to work under this Agreement unless such person is properly documented and may legally work within the United States.

13.6 Unfair Business Practices Claims. Consistent with California Public Contract Code Section 7103.5, Contractor, on behalf of itself and all subcontractors, offers and agrees to assign to the City all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) and under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Agreement. This assignment becomes effective when the City renders final payment to Contractor without further acknowledgment by the parties.

13.7 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

13.8 Legal Responsibilities. Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, assigns nor employees shall

be liable at law or in equity as a result of Contractor's failure to comply with this Section.

13.9 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.

[SIGNATURE PAGE FOLLOWS.]

DRAFT

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Milan Mrakich
Acting City Manager

CONTRACTOR

_____ Date: _____
Corey R. Kirschner
Chief Executive Officer

ATTEST:

_____
Lisa Sherrick, CMC
Assistant City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Karen Ogawa
Finance Director

EXHIBIT A

FEDERAL REQUIREMENTS

[TO BE INSERTED FOLLOWING CITY COUNCIL APPROVAL.]

EXHIBIT B

CONTRACTOR'S PROPOSAL

[TO BE INSERTED FOLLOWING CITY COUNCIL APPROVAL.]

EXHIBIT C

CERTIFICATES OF INSURANCE

[TO BE INSERTED FOLLOWING CITY COUNCIL APPROVAL.]

EXHIBIT D

BONDS

[TO BE INSERTED FOLLOWING CITY COUNCIL APPROVAL.]

ATTACHMENT NO. 3

RESOLUTION NO. 2026-26

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 (RESIDENTIAL STREET REHAB FY 2024-25)

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. 2026-21, 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 17th day of March, 2026.

_____

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, CMC, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2026-21 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 17th day of March, 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. 2026-21

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 237 – SB 1			
Revenue	3,637,696	0	3.637.696
Expenditures	4,875,000	218,807	5,093,807
Net Change in Fund Balance	**($1,237,304)**	**218,807**	**($1,456,111)**

REVENUE TOTAL INCREASE	**0**
EXPENDITURE TOTAL INCREASE	**218,807**

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 17, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **PUBLIC HEARING REGARDING THE PROGRAM YEAR (PY) 2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN**

RECOMMENDATION:

It is recommended that the City Council:

1. Conduct a public hearing regarding the PY 2026 CDBG Action Plan; and
2. Direct staff to develop a draft PY 2026 CDBG Action Plan, based on the needs and priorities approved for the PY 2025-2029 Consolidated Plan.

BACKGROUND:

The City receives an annual grant of CDBG funds from the U.S. Department of Housing and Urban Development (HUD). CDBG is a federal program with an overall objective of developing viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities principally for low- and moderate-income persons.

According to 24 CFR 570.4, the policies and procedures used to determine CDBG allocations are described in Sections 106 and 107 of the Housing and Community Development Act of 1974. For the Entitlement Program, there are two formulas: "A" and "B". HUD calculates the amount of funds that each entitlement grantee would receive under each of the two formulas. Formula A allocates funds to a jurisdiction based on its metropolitan area's share of three factors across all US metropolitan areas. The factors are:

1. Population, weighted at 25%;
2. People in poverty, weighted at 50%; and
3. Housing overcrowding, weighted at 25%.

Formula B also allocates funds to a jurisdiction based on its metropolitan area's share of three factors across all US metropolitan areas, but the factors are somewhat different. The Formula B factors are:

1. Population growth lag since 1960, weighted at 20%;
2. People in poverty, weighted at 30%; and
3. Pre-1940 housing units, weighted at 50%.

After HUD runs the calculations using the two formulas, it allocates the grantee the larger amount of the two. However, because HUD uses the larger amount, when it adds all the grantees' allocations together, the total is higher than the amount of CDBG funding available for the Entitlement Program. So, HUD must recalculate the figures using a pro-rata reduction to reduce the total to the funding level for the

Entitlement Program.

The City of West Covina utilizes CDBG funds for the Domestic Violence Victim Advocate, Senior Meals Program, the Home Preservation Program, the Business Assistance Program, public infrastructure projects, and to fund various public service providers (i.e., food banks, homeless advocates, meals on wheels, etc.).

As a condition of receiving the funds, HUD requires the City to prepare an annual Action Plan, which details the activities the City plans to undertake with the funds in the respective year. This Action Plan must be consistent with the five-year CDBG Consolidated Plan, which is a strategic and visioning document on the use of these funds. As a basis for the Consolidated Plan, an assessment and prioritization of community needs, relative to the use of CDBG funds, was required. The categories of community need identified in the current Consolidated Plan are: (1) Economic Development, (2) Homelessness, (3) Infrastructure Improvements, (4) Owner Occupied Housing, (5) Public Facilities, (6) Non-Homeless Special Needs, (7) Public Services, and (8) Rental Housing. Attachment No. 1 describes each category.

To facilitate prioritization and to evaluate the categories, HUD utilizes four levels of priority: High, Medium, Low, and No Such Need. A High Priority means that activities in that category *will* be funded by CDBG funds. A Medium Priority means activities in that category *may* be funded by CDBG funds. A Low Priority means CDBG funds *will not* be used to fund activities in a particular category.

Table 1 shows the PY 2025-2029 CDBG Consolidated Plan prioritization approved on May 20, 2025.

Table 1
PY 2025-2029 Consolidated Plan Priorities

Categories of Need	Priority Level
Economic Development	High
Homelessness	High
Infrastructure Improvements	High
Owner Occupied Housing	High
Public Facilities	High
Rental Housing	High
Public Services	Medium
Non-Homeless Special Needs	Medium

The categories shown as "Medium" and "Low" do not indicate that these are not priorities of the City of West Covina, but with limited CDBG funds, the City Council determined these as the priorities for CDBG funding.

DISCUSSION:

This is the first of two public hearings required by HUD for the adoption of the PY 2026 Action Plan. The purpose of this hearing is to provide an opportunity for citizen input relative to the identification and prioritization of community needs that may be addressed with CDBG funds in PY 2026. Because this hearing occurs prior to the publication of the draft Action Plan, it is referred to as the Pre-Development Hearing.

This public hearing is also the opportunity for the City Council to consider changing the prioritization of community needs for the PY 2026 Action Plan. The City Council retains the ability to fund all priorities as part of the City's annual budget process and to modify/change priorities of the Categories of Need. The City has not been notified of its PY 2026 allocation as of the writing of this report.

Staff is seeking authorization to draft the PY 2026 Action Plan, based on the priorities established in the five-year Consolidated Plan for PY 2025-2029. Once staff receives such authorization, staff can begin drafting the Action Plan as well as the process of evaluating public service providers and possible capital projects. Once drafted, the Action Plan will be made available for a required 30-day public review period. Following the review period, the draft will be presented to City Council for consideration in a public hearing.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Kelly McDonald, Assistant to the City Manager

Fiscal Impact

FISCAL IMPACT:

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

Attachments

Attachment No. 1 - Descriptions of Categories of Need in Table 1

Attachment No. 2 - PY 2026 CDBG Action Plan Pre-Dev - Slides

CITY COUNCIL GOALS & OBJECTIVES: Maintain and Enhance City Facilities and Infrastructure
Maintain Good Intergovernmental Relations
Expand Economic Development Opportunities
Enhance City Image and Effectiveness
An Accessible Community

ATTACHMENT NO. 1

Descriptions of Categories of Need in Table 1, Consolidated Plan Priorities

This attachment describes the Categories of Need shown in Table 1 of the staff report.

1. Economic Development: Activities to address these needs will be funded by the Community & Economic Development non-housing funds. Community & Economic Development activities and Business Assistance Program address this category of need.

2. Homelessness: The allocation of CDBG funds to public services can address a portion of these needs.

3. Infrastructure Improvements: Improvements such as street rehabilitation and replacement of curbs and gutters

4. Owner-Occupied Housing: Owner housing needs will be addressed by the Housing Preservation Program (HPP).

5. Public Facilities: Public facilities may include: accessibility improvement or improvements to parks and recreation facilities and youth centers.

6. Rental Housing: Rental housing needs are addressed by the Section 8 rental assistance program and the affordable housing developments funded by the CED Low and Moderate Income Housing Fund.

7. Public Services: A high priority was assigned to public services because CDBG funds can help to address the needs of the elderly, frail elderly, youth and other low/moderate income populations. These needs can be addressed by the 15% allocation of CDBG funds to public services. (For example, public services may include: youth services, transportation services, and crime awareness.)

8. Non-Homeless Special Needs: The allocation of CDBG funds to public services can address a portion of the non-homeless needs. (Non-homeless special needs populations include: the elderly, persons with HIV/AIDS, disabled, homebound, and mentally ill).

CITY COUNCIL MEETING
MARCH 17, 2026

PUBLIC HEARING REGARDING PROGRAM YEAR (PY) 2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN

City Manager's Office



ATTACHMENT NO. 2

BACKGROUND

The City of West Covina has utilized these funds for:

- Domestic Violence Victim Advocate (Police Department),
- Senior Meals Program
- Business Assistance Loan Program
- Housing Preservation Program
- Public Infrastructure Projects
- Public Services (i.e., food banks, meals on wheels, homeless)

PRIORITIZATION PY 2025-2029 CONSOLIDATED PLAN

Table 1
PY 2025-2029 Consolidated Plan Priorities

Categories of Need	Priority Level
Economic Development	High
Homelessness	High
Infrastructure Improvements	High
Owner-Occupied Housing	High
Public Facilities	High
Rental Housing	High
Public Services	Medium
Non-Homeless Special Needs	Medium

OPTIONS

The City Council has the following options:

- Approve staff's recommendation.
- Provide alternative direction.

RECOMMENDATION

That the City Council direct staff to draft the PY 2026 Action Plan based on the PY 2025-2029 Consolidated Plan Priorities.

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 17, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF PROPOSED AMENDMENT TO THE PROGRAM YEAR (PY) 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN AND ASSOCIATED BUDGET AMENDMENT**

RECOMMENDATION:

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

1. Conduct a public hearing regarding the PY 2025 CDBG Action Plan;
2. Approve the proposed amendment to the PY 2025 CDBG Action Plan to increase the funding for Project 25001- FY 24-25 Residential Street Rehabilitation; and
3. Approve the following resolution:

RESOLUTION NO. 2026-22 - 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 (CDBG FY 2025 ACTION PLAN AMENDMENT - 25001)

BACKGROUND:

The City receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). The overall objective of the federal program is to develop viable urban communities by providing decent housing and a suitable living environment, and expand economic opportunities principally for low and moderate income persons.

As a recipient of CDBG funds, the City is required to prepare an annual Action Plan which describes how funds will be used to achieve community development goals. According to HUD regulations, these plans can be amended at any time, with proper notice and consideration in a public hearing.

The PY 2025 Action Plan was approved by the City Council on July 15, 2025.

DISCUSSION:

Project 25001- FY 24-25 Residential Street Rehabilitation was recently bid and CDBG-eligible costs are greater than the funding amount in the approved Action Plan. The proposed amendment consists of increasing funding to the currently approved activity, as described below:

Proposed Amendment to PY 2025 CDBG Action Plan

No.	Approved Activity (Action Plan)	Approved Funding (Action Plan)	Proposed Amendment	Proposed Increase	Proposed Funding
1.	Residential Street Rehabilitation (25001 - FY 24-25 Residential Street Rehabiliation)	$539,500	Increase Funding	$586,600	$1,126,100

The proposed amendment to the PY 2025 Action Plans requires a 30-day public review period, which began on February 13, 2026. No comments have been received as of the writing of this report. The proposed amendment to the Action Plan requires HUD approval.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report and the proposed resolution and approved them as to form.

OPTIONS:

The City Council has the following options:

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

Prepared by: Kelly McDonald, Assistant to the City Manager

Fiscal Impact

FISCAL IMPACT:

The estimated CDBG portion of the budget for Project 25001 - FY 24-25 Residential Street Rehabilitation is $1,126,100. The approved PY 2025 CDBG Action Plan includes $539,500 for Residential Street Rehabilitation. Therefore, an additional $586,600 is needed to cover the estimated costs.

The attached budget amendment appropriates the additional funding. CDBG is paid out on a reimbursement basis. There is no impact on the General Fund resulting from this amendment.

Attachments

Attachment No. 1 - Resolution No. 2026-22

Attachment No. 2 - Amendment to PY 2025 CDBG AAP - Slides

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

ATTACHMENT NO. 1

RESOLUTION NO. 2026-22

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 (CDBG FY 2025 ACTION PLAN AMENDMENT - 25001)

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. 2026-20, 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 17th day of March, 2026.

_____

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, CMC, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2026-22 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 17th day of March, 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. 2026-20

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 236 – Measure A			
Revenue	2,210,416	586,600	2,797,016
Expenditures	2,210,416	586,600	2,797,016
Net Change in Fund Balance	**0**	**0**	**0**
REVENUE TOTAL INCREASE		**586,600**	**0**
EXPENDITURE TOTAL INCREASE		**586,600**	**0**

CITY COUNCIL MEETING
MARCH 17, 2026

CONSIDERATION OF A PROPOSED AMENDMENT TO THE PROGRAM YEAR (PY) 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN



ATTACHMENT NO. 2

PROPOSED AMENDMENT – PY 2025 ACTION PLAN

No.	Approved Activity	Approved Funding	Proposed Amendment	Proposed Funding
1.	Residential Street Improvements (25001 – 24-25 Residential Street Rehabilitation)	$539,500	Increase Funding	$1,126,100

RECOMMENDATION

That the City Council take the following actions:

- Approve the proposed amendment to the PY 2025 CDBG Action Plan
- Approve Resolution No. 2026-22

AGENDA ITEM NO. 9

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 17, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: FISCAL YEAR 2025-26 CAPITAL IMPROVEMENTS PROGRAM (CIP) UPDATE

RECOMMENDATION:

It is recommended that the City Council receive and file the Fiscal Year 2025-26 Capital Improvement Program (CIP) project status update.

BACKGROUND:

A Capital Improvement Program (CIP) is a plan, usually four to ten years, which identifies capital projects and equipment purchases, provides a planning schedule and identifies options for financing the plan. The plan provides a link to the annual budget. State planning law requires that the City Planning Commission review the CIP to ensure that it is consistent with the General Plan.

Project delivery is the key. As part of the process, the majority of the CIP projects that are fully funded are required to go through complex and often lengthy steps leading into their implementation and construction phase. The steps include: project planning, scope of improvements, preliminary cost estimating, design phase which often requires issuing a Request for Proposals (RFP) for design consultant selection, preparation of bid documents which comprises construction plans, specifications and cost estimates, authorization to bid, bidding, bid evaluation, recommendation for award of construction contract, and finally construction.

DISCUSSION:

The purpose of this report is to provide an update on the Capital Improvement Projects for the City including work completed in 2026 as well as projects underway as a part of the FY25/26 Capital Improvement Program (CIP).

LEGAL REVIEW:

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

Prepared by: Robert Ortega Cip Project Manager

Attachments

Attachment No. 1- CIP FY2025--26 Update

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Expand Economic Development Opportunities
An Accessible Community

CITY COUNCIL MEETING
MARCH 17, 2026

ITEM #X – FY2025-26 CAPITAL IMPROVEMENTS PROGRAM (CIP) UPDATE

Engineering Division

CAPITAL IMPROVEMENTS PROGRAM (CIP) UPDATE

- CIP Overview
- Projects Completed
- Projects Underway
- Upcoming Projects

CAPITAL IMPROVEMENT PROGRAM OVERVIEW

Capital Improvement Program (CIP)

- Identifies capital projects and equipment purchases.
- Is used for planning and scheduling construction and purchases.
- Identifies options for funding and financing projects.
- Is based on the City Council adopted annual budget.

CIP Phases

- Planning/Environmental Review
- Design
- Purchasing/Procurement
- Construction

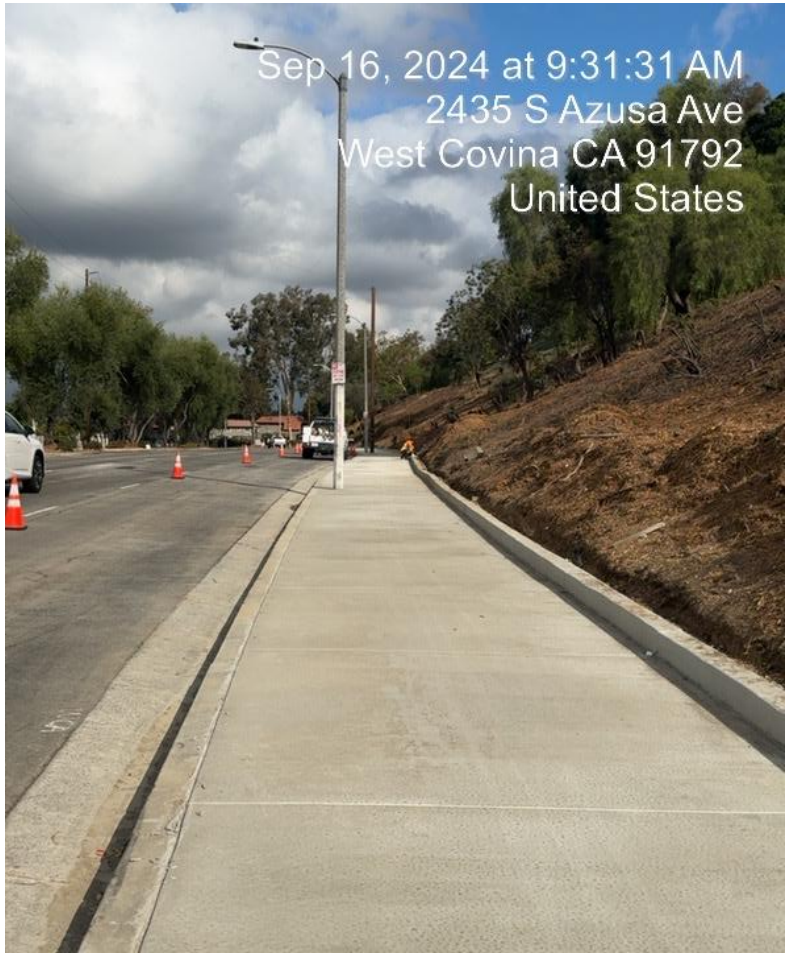
PROJECTS COMPLETED

Senior Center Roof Replacement & HVAC with UV Covid Treatment System – April 2025



PROJECTS COMPLETED

2024 Annual Concrete Sidewalk and Curb-Gutter Repair Program – April 2025





PROJECTS COMPLETED

ADA Transition Plan – July 2025

ADA TITLE II SELF-EVALUATION AND TRANSITION PLAN

prepared for

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



PREPARED BY:
Bureau Veritas
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BV CONTACT:
Michael Cunniff
Program Manager
800.733.0660 x7296214
Michael.Cunniff@bureauveritas.com

BV PROJECT #:
162010.23R000.FNL.206

DATE OF REPORT:
May 13, 2025

ADA TITLE II SELF-EVALUATION AND TRANSITION PLAN

OF

CITY OF WEST COVINA
1444 WEST GARVEY AVENUE, SOUTH
WEST COVINA, CALIFORNIA 91790

PROJECTS COMPLETED

SCE Metal Streetlight Replacement – August 2025





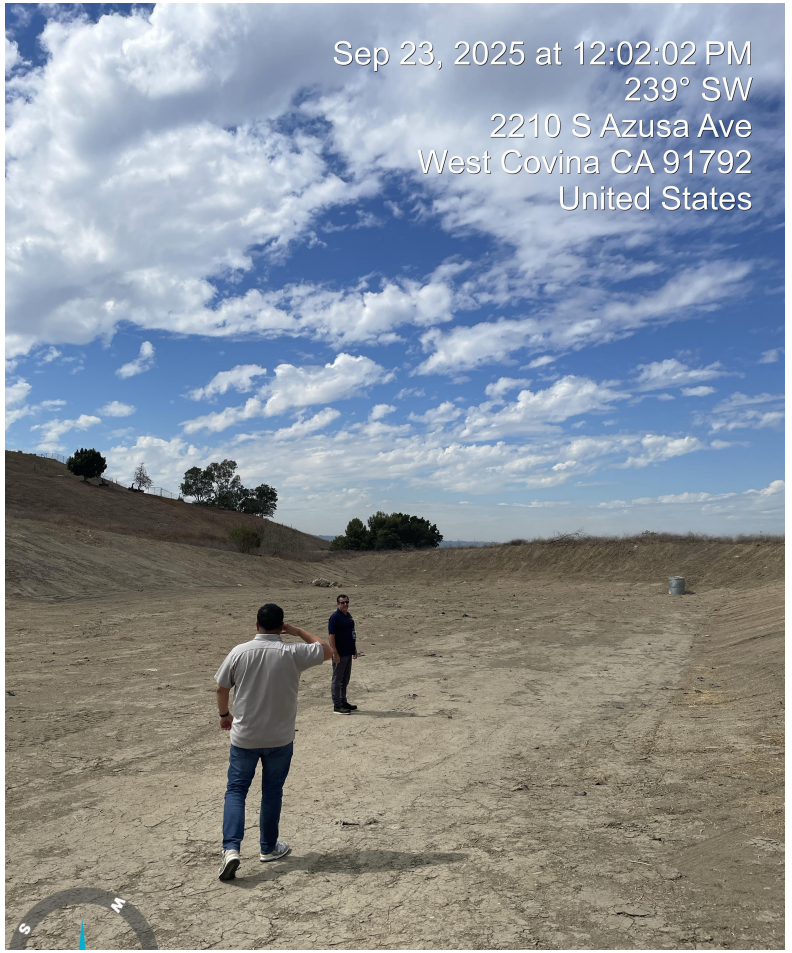
PROJECTS COMPLETED

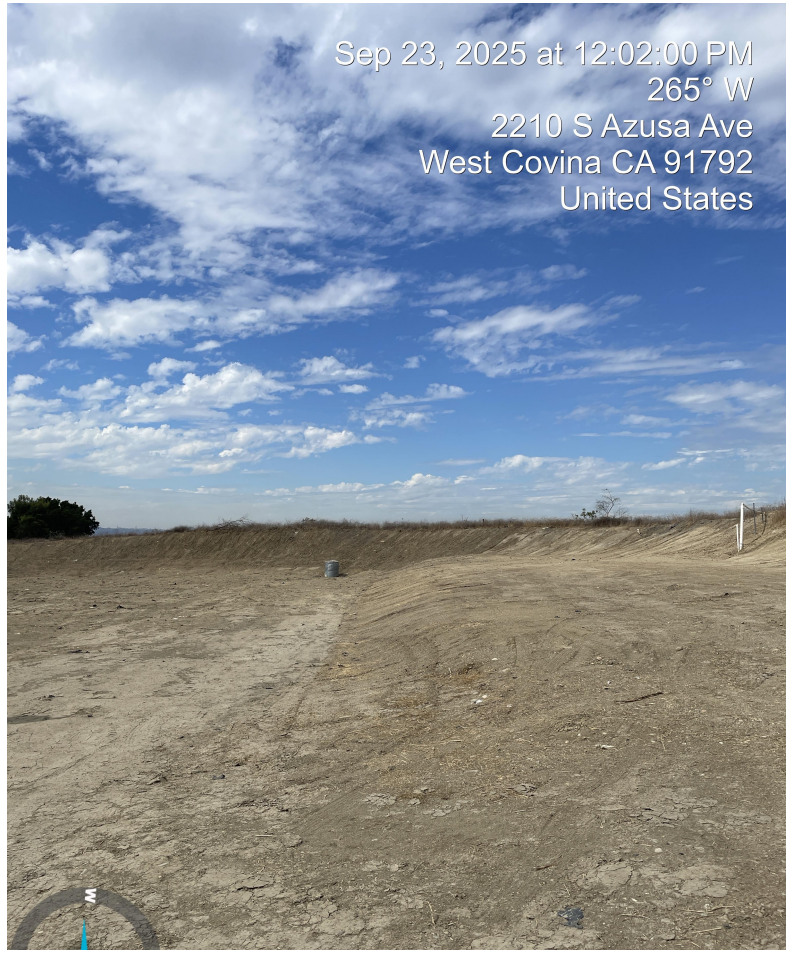
FY23-24 Residential Street Rehabilitation Project – August 2025



PROJECTS COMPLETED

BKK Detention Basin Remediation – October 2025





PROJECTS COMPLETED

Fire Station 2 & 4 Flooring Replacement – October 2025





PROJECTS COMPLETED



Citywide Pedestrian & Vehicle Traffic Safety Improvements – October 2025



PROJECTS COMPLETED

Palmview Park Roof Replacement – October 2025



PROJECTS COMPLETED

Street Sweeping Signage Installation Phase I – November 2025



Projects Underway

Friendship Park Improvements

- Currently in design for improvements to the park including
  - Restroom improvements
  - Basketball court and playground lighting improvements
  - ADA improvements throughout the park
- Design completed, bid document preparation in progress
- Construction anticipated summer 2026

HSIP Cycle 10 – Citywide Traffic Signal Improvements

- Currently in construction at 10 intersection.
- Includes implementation of left turn phasing and various other improvements
- Grant funded as part of $3.8 million grant
- Project ahead of schedule and anticipated to be completed Spring 2026

SCE Underground District No. 8 – Merced Ave

- SCE led project to underground above ground utilities along Merced Ave between Orange Ave and Sunset Ave
- Anticipated completion in spring 2026

Projects Underway

Southside Sewer Replacement (Phase 2)

- Phase 2 to completed sewer rehabilitation completed in 2025
- Increasing capacity of sewer lines in the shadow oak area
- Construction anticipated to start in spring 2026

Fire Station 1 Replacement Design

- Design on hold pending completion of financial analysis of project
- Design for replacement of Fire Station 1 to the northwest corner of the Civic Center Campus

Cortez Park Pathway lighting

- Currently in construction with long lead time materials ordered.
- Improving lighting along Cortez Park pathways and northern parking lot.
- Installing additional lighting around park with solar powered lights.
- Anticipated to begin construction in spring 2026

Projects Underway

Azusa Sewer Lift Station Fence

- Fencing installation near completion. Pending site landscaping.
- Installing fencing around recently completed lift station improvements for security
- Anticipated to be completed in spring 2026

Sportsplex Pour & Play Replacement

- Currently in design phase
- Completing repairs to pour & play rubberized surfaces at both playgrounds at Sportsplex
- Construction anticipated to be completed in Summer 2026

City Hall ADA Improvements Design

- Currently in design phase
- Proposing improvements to meet ADA standards for the City Council Chamber, City Hall Elevators, and 2nd & 3rd floor restrooms in City Hall
- Design anticipated to be completed in spring 2026 and begin phased construction in 2026

Projects Underway

Citrus at Cameron Signal Design

- Currently in design
- Design will implement a 4-way traffic signal at the intersection of Citrus and Cameron including left turn phasing and a rest on red
- Construction pending identification of funding

ATP Cycle 6 – Safe Routes to School

- Currently in design
- Traffic improvements at schools throughout the City
- Part of a $2.6 million grant secured by the City
- Construction pending completion of design and approval from Caltrans. Anticipated in late 2026.

Azusa Corridor Signal Synchronization

- Currently in design phase
- Proposing improvements to meet ADA standards and provide signal synchronization for improved traffic mobility along the Azusa Ave corridor
- Part of a $7 million grant secured by the City
- Design anticipated to be completed in summer 2026 with Caltrans approval to go to bid in Fall 2026

Projects Underway

Annual Concrete Sidewalk and Curb-Gutter Repair FY 25-26

- Currently in construction phase
- Improvements to concrete sidewalk, curb-gutter, and driveways throughout the City
- Includes resident requested repairs and ADA improvements
- Anticipated to begin construction in Spring 2026

FY24-25 Street Rehabilitation

- Currently in construction phase
- Improvements to pavement in zone 12 as identified by the City Pavement Management Plan (PMP)
- Includes CDBG funding to complete improvements in Zone 1 of PMP
- Anticipated to begin construction in Summer 2026.

Citywide Pedestrian & Vehicle Traffic Safety Improvements FY25-26

- Currently in design phase
- Improvements to install citizen request approved by the Traffic Committee and City Council
- Anticipated completion in Summer 2026

UPCOMING CIP PROJECTS

- Del Norte Park Improvements
- Trash Capture Device Installation
- Orangewood Park Improvements
- FY25-26 Street Rehabilitation
- Sewer Master Plan Update
- Street Underpass Pump Replacement
- West Covina Parkway Median Improvements
- Street Sweeping Sign Installation Phase 2
- Cameron Avenue Complete Streets Improvements ($1 million federally funded)
- HSIP Cycle 12 Traffic Signal improvements ($4.7 million grant funded)
- Measure M MSP Cycle 3 Bus Shelter & traffic improvements ($1.7 million grant funded)

Thank you
&
Questions

AGENDA ITEM NO. 10

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 17, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF RESOLUTION OF CENSURE CONCERNING COUNCILMEMBER BRIAN GUTIERREZ**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider whether to adopt a Resolution of Censure concerning Councilmember Brian Gutierrez based upon the findings contained in the Confidential Investigation Report prepared by Gemelli Employment Law dated February 26, 2026; and
2. If the City Council elects to proceed with adoption of a Resolution of Censure, conduct discussion and take any action deemed appropriate in open session.

BACKGROUND:

The City of West Covina operates as a general law city under the council-manager form of government. Under this structure, the City Council serves as the legislative body responsible for establishing municipal policy, adopting ordinances and resolutions, approving the budget, and setting overall strategic direction. The City Manager serves as the City's chief administrative officer and is responsible for the day-to-day administration of City operations and the supervision of City staff.

On September 16, 2025, during a duly noticed City Council meeting, concerns were raised by members of the City Council regarding alleged unprofessional conduct among certain Councilmembers. Rather than proceed with a motion to censure at that time, the City Council voted unanimously to retain an independent third-party investigator to review the concerns raised. The City Council also voted unanimously to pre-waive the confidentiality of the investigation report and make the report public.

On September 22, 2025, the City Council retained Gemelli Employment Law to conduct an independent investigation into:

- Concerns raised by Mayor Letty Lopez-Viado and Councilmember Tony Wu regarding Councilmember Brian Gutierrez;
- Concerns raised by Councilmember Brian Gutierrez regarding Mayor Lopez-Viado and Councilmember Wu; and
- Concerns raised by Councilmember Gutierrez alleging he was treated unfairly because of his disability.

The resulting Confidential Investigation Report is dated February 26, 2026.

On March 3, 2026, during a duly noticed City Council meeting, the City Council considered the agenda item titled “Review of Investigation Report Prepared by Gemelli Employment Law Regarding Concerns Raised by Councilmembers at the September 16, 2025 Council Meeting.” During that meeting, the City Council received and filed the investigation report.

As part of that same agenda item, the City Council also directed staff to agendize a censure hearing in response to the investigation report for consideration at a future City Council meeting. The vote on that direction was three in favor (Councilmembers Wu, Lopez-Viado, and Diaz), one opposed (Councilmember Gutierrez), one abstaining (Councilmember Cantos).

The investigation report summarizes evidence gathered during an independent investigation into concerns raised regarding conduct occurring during the course of City governance. Among its findings, the report includes a sustained finding that Councilmember Brian Gutierrez engaged in unprofessional conduct that others reasonably perceived as intimidating and retaliatory.

Accordingly, the purpose of this agenda item is to allow the City Council to consider whether to adopt a Resolution of Censure concerning Councilmember Brian Gutierrez based upon the findings contained in the February 26, 2026 investigation report.

DISCUSSION:

Courts have recognized that legislative bodies possess the authority to formally express disapproval of the conduct of their members through resolutions of censure. The United States Supreme Court has explained that a legislative censure is generally understood to constitute speech by the governing body itself regarding the conduct of one of its members. In *Houston Community College System v. Wilson*, the Court held that a purely verbal censure of an elected official by fellow members of the same governing body does not ordinarily give rise to a First Amendment violation where the censure does not remove the official from office, deny the official any privileges of office, or otherwise prevent the official from performing the duties of the elected position. *Houston Cmty. Coll. Sys. v. Wilson*, 595 U.S. 468, 479–83 (2022).

At the same time, courts have recognized that legislative bodies may not impose sanctions that interfere with an elected official’s ability to perform the functions of office or that restrict constitutionally protected speech. For example, the United States Supreme Court has held that a legislature may not exclude or refuse to seat a duly elected member based solely on the member’s political views or protected speech. *Bond v. Floyd*, 385 U.S. 116, 135–37 (1966). Similarly, federal courts have recognized that actions taken against elected officials may raise constitutional concerns where the action materially impairs the official’s ability to perform the duties associated with the office or deprives the official of authority arising from the election itself. *Boquist v. Courtney*, 32 F.4th 764, 776–79 (9th Cir. 2022).

Courts have also recognized that the First Amendment protects the ability of elected officials to communicate with government staff and advocate on behalf of constituents, and that restrictions on such communications must be narrowly construed to avoid infringing protected speech. *Levy v. City of Santa Monica*, 114 Cal. App. 4th 1252, 1261–62 (2004).

Consistent with these principles, a resolution of censure functions as an expression of the legislative body’s views regarding the conduct of one of its members but does not remove the official from office, alter the official’s legal authority, or otherwise interfere with the official’s ability to perform the duties associated with the elected position.

LEGAL REVIEW:

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

Prepared by: Thomas M. O'Connell, Outside Employment Counsel, Buchalter LLP

Fiscal Impact

FISCAL IMPACT:

There is no direct fiscal impact associated with consideration of a resolution of censure. Any administrative or legal resources associated with preparation of the proposed resolution or related materials are within the scope of existing professional services previously authorized by the City Council.

Attachments

Attachment No. 1 - Confidential Investigation Report

Attachment No. 2 - Resolution of Censure

GEMELLI
EMPLOYMENT LAW

CONFIDENTIAL INVESTIGATION REPORT

City of West Covina
Concerns raised by Councilmembers
February 26, 2026

Gemelli Employment Law
Kelly D. Gemelli, CA State Bar 209794
Attorney-Client Privileged

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I. Introduction

On September 22, 2025, the City of West Covina City Council retained Gemelli Employment Law to conduct an independent investigation into concerns raised by Mayor Letty Lopez-Viado (Lopez-Viado) and Councilmember Tony Wu (Wu) about Councilmember Brian Gutierrez (Gutierrez), and Gutierrez's concerns about Mayor Lopez-Viado and Councilmember Wu.

By way of background, at the September 16, 2025 City Council Meeting, Lopez-Viado sought to "censure" Gutierrez for engaging in "harassing" and "retaliatory" behavior, which she said was an "attempt to silence her." **Attachment 1.** Rather than vote to censure Gutierrez, the Councilmembers voted 5-0 to hire an external third-party investigator to investigate the concerns that were raised.[1] These complaints included the following:

- **Complaints against Gutierrez**: Lopez-Viado said Gutierrez engaged in a pattern of "harassing" and "retaliatory" behavior after he accused her of "doing shady things," and then tried to "intimidate" her by serving her with a cease-and-desist letter at her home. **Attachment 1.** In addition**,** Wu also sent Gutierrez an email on August 18, 2025 telling Gutierrez to "stop fabricating lies to harass and threaten him." **Attachment 2.**

- **Complaints against Lopez-Viado**: On September 3, 2025, Gutierrez sent an email to Lopez-Viado and Human Resources, "demanding Lopez-Viado cease-and-desist from further yelling, intimidation or retaliation." **Attachment 3.** Gutierrez reported the proposed censure by Lopez-Viado was "retaliatory" because Gutierrez questioned Lopez-Viado and Wu about their ties to non-profits, as well their use of city funds to pay for non-profit events. **Attachment 4**.

- **Complaints against Wu.** On August 17, 2025, Gutierrez filed a complaint with Human Resources alleging Wu engaged in "workplace violence," "harassment, and "retaliation." **Attachment 5**.

- **Gutierrez's Disability Concerns**. During the course of the investigation, Gutierrez also raised concerns that he was being "treated unfairly because of his disability."

This Confidential Investigative Report (Report) summarizes relevant evidence and provides factual and policy findings regarding the allegations.

II. Summary of Findings

This section summarizes the findings for the convenience of the reader. The remainder of the Report details the evidence and analyses supporting each finding. In this Report, I make factual findings only. I utilize a legal analysis in reaching the factual determinations contained in this Report.

The factual findings were made after carefully analyzing the evidence gathered and the documents provided. In evaluating the evidence, many factors were considered, including individuals' possible bias

[1] Although Wu's motion was to investigate "everything," this investigation only pertains to the Councilmembers' concerns about each other. Although other City employees have also raised concerns about their interactions with Councilmember Gutierrez, those concerns are subject to a separate investigation and outside the scope of this investigation.

or motivation to lie, the ability of witnesses to recall information, the documents provided, the specificity of the information provided, whether statements were consistent with prior statements (if applicable), and with statements provided by other witnesses, as well as the inherent plausibility of the statements provided.

I analyzed the allegations pursuant to a "preponderance of the evidence standard," which means I have reached conclusions as to whether the alleged events are more likely than not to have occurred.

- **Complaints about Councilmember Brian Gutierrez**. Gutierrez engaged in unprofessional conduct that others reasonably perceived as "intimidating" and "retaliatory." **Sustained.**
- **Complaints about Mayor Letty Lopez- Viado.** Lopez-Viado engaged in unprofessional conduct that others reasonably perceived as "intimidating" or "retaliatory." **Not Sustained.**
- **Complaints about Councilmember Tony Wu.** Wu engaged in unprofessional conduct that others reasonably perceived as "intimidating" or "retaliatory." **Partially Sustained**.
- **Gutierrez's Disability Concerns:** Gutierrez was "targeted" and treated unfairly because of his disability. **Not Sustained.**

III. Investigative Methodology

Throughout the course of the investigation, the City of West Covina provided me with unfettered access to the witnesses and documents I requested. During the investigation, I conducted 13 interviews of 9 witnesses. The interviews were conducted via Zoom and in person. The individuals interviewed include the following, listed alphabetically:

1. Cantos, Ollie (Councilmember)
2. Diaz, Rosario (Councilmember)
3. Gutierrez, Brian (Councilmember) [2]
4. Lopez-Viado, Letty (Councilmember)
5. Mrakich, Milan (Acting City Manager)
6. Wu, Tony (Councilmember)
7. Employee A [3]
8. Employee B
9. Employee C

[2] The Investigator attempted to meet with Gutierrez multiple times in October and November 2025. On October, 21, 2025, Gutierrez said he would not participate in an investigation that "could interfere with or obstruct active criminal investigations." **Attachment 6.** After being told this investigation would not impede on potential criminal investigations, Gutierrez requested an accommodation for his disability. He asked to be provided the interview questions, in writing. The Investigator provided general topics of questions to Gutierrez. On November 8, 2025, Gutierrez issued an "immediate directive" to the City of West Covina to stop the investigation, including notice to the Investigator that any further action could subject the Investigator "to legal action and an administrative complaint." **Attachment 7**. In an ongoing effort to encourage Gutierrez's participation, the Investigator requested and obtained clearance from the Los Angeles District Attorney's office to proceed with an independent investigation. **Attachment 8**. On November 25, 2025, Gutierrez agreed to be interviewed but for "safety" and "confidentiality" reasons, he did not consent to being recorded. **Attachment 9**.

[3] Due to employees' concerns of "retaliation," employees' names have been withheld.

At the beginning of each interview, I provided my standard investigation admonitions whereby I explained my role in the investigation process. I advised the interviewees that this is a confidential personnel matter and that they were subject to policies prohibiting retaliation for either bringing a claim or participating in an investigation. Witness statements were recorded.[4] I have drawn the conclusions in this Report from the totality of the evidence and a thorough analysis of all the facts, and where necessary, I made credibility determinations.[5]

Quotations in this Report are not verbatim recitations of witness statements. Quotations are cited as accurately as possible from typewritten notes taken contemporaneously during the interview. In this Report, I make factual findings only.[6]

In addition to conducting witness interviews, I reviewed recorded City Council meetings from June 2025 to January 2026, as well as hundreds of documents provided by the City of West Covina and the interviewees.

IV. Factual Background

The following facts provide relevant background and context to the Councilmembers' concerns. Please see the Appendix for the investigative methodology, including the list of relevant documents.

A. City of West Covina City Council

The City Council is comprised of five City Councilmembers. Councilmembers are elected to overlapping terms of four years. Each year the City Council selects one member to serve as Mayor. The City Council is the legislative body responsible for the overall policies and direction of the City. They are the citizens' representatives in local government. Mayor Letty Lopez Viado represents District 2. Mayor Pro Tem Ollie Cantos represents District 4. Rosario Diaz represents District 3. Brian Gutierrez represents District 1. Tony Wu, who served as Mayor in 2025, represents District 5.[7]

B. The Parties

Mayor Letty Lopez-Viado. Mayor Letty Lopez Viado was initially elected to represent District 2 in 2018. She was re-elected in 2022. She served as Mayor in 2021. In December 2025, she was again sworn in as Mayor. Lopez-Viado is the second longest serving Councilmember on the Council.

Councilmember Tony Wu. Wu was elected to represent District 5 in 2015. In 2018 and again in 2022, he was re-elected. During his time on the Council, Wu served as Mayor in 2020, and again in 2025. He is the longest serving Councilmember on the Council.

Councilmember Brian Gutierrez. Gutierrez began as a Planning Commissioner, appointed by Lopez-Viado in January 2021. He stayed in this role until he was elected a Councilmember in December 2024, representing District 1. He is the newest Councilmember on the Council.

[4] All witnesses consented to having their interviews recorded except for Councilmember Gutierrez.
[5] I considered and gave appropriate weight to information that might be considered hearsay in legal proceedings.
[6] Although I utilize a legal analysis in reaching the factual determinations in this Report, I do not reach legal determinations.
[7] https://www.westcovina.gov/172/Mayor-City-Council

C. Requested Resolution

I asked the parties how they would like this matter resolved. I advised them that this question was for informational purposes only, and no resolution was guaranteed. Lopez-Viado said she wanted the public to know the full truth. She also wanted Gutierrez to "stop threatening and intimidating the Councilmembers, the staff, and the public." She wanted Gutierrez's "abuse of power to end." She also said she wanted Gutierrez to "apologize for creating a false narrative that she and others on the City Council are engaged in wronging."

Wu said he also wanted the public to know the truth. Wu said he wanted Gutierrez to stop making allegations without factual support.

Gutierrez said he was hopeful people will speak the truth, although he believed there is a "strong fear of retribution." He believed criminal investigations will result in "search warrants and subpoenas." He was hopeful this "will give City staff confidence to disclose information."

D. Timeline

For the reader's convenience, this section sets forth an at-a-glance timeline of key events related to this Investigative Report.

Date	Event
June 4, 2025	Gutierrez sent an email to city staff. In response, Wu told Gutierrez to "refrain from using threatening language toward our city staff."
June 17, 2025	Gutierrez requested an audit into the City's partnership with the Chinese American Association of West Covina (CAAWC).
August 8, 2025	Gutierrez and Wu had a verbal altercation at the Film-It Festival.
August 17, 2025	Gutierrez filed a complaint with Human Resources alleging Wu engaged in workplace violence, harassment and retaliation.
August 18, 2025	Wu emailed Gutierrez telling Gutierrez to "stop fabricating lies to harass and threaten him."
September 2, 2025	CAAWC presented financial information at the City Council Meeting. Lopez-Viado raised concerns about the amount of city resources spent on December 2023 toy drive, planned by Gutierrez and Lopez-Viado.
September 3, 2025	Gutierrez sent a cease-and-desist letter to Lopez-Viado for making inflammatory statements and harassing him. Later that day, Gutierrez had Lopez-Viado personally served at her personal residence.
September 3, 2025	Lopez-Viado confronted Gutierrez as to why he personally served her at her home.
September 16, 2025	Lopez-Viado sought to censure Guiterrez for engaging in harassing and retaliatory behavior.

V. Concerns Raised

A. Unprofessional Conduct by Gutierrez

Lopez-Viado and Wu alleged Gutierrez engaged in a pattern of behavior which became "increasingly intolerable" over the past year. Lopez-Viado said Gutierrez "targeted" her because she questioned his connection to the non-profit, the Humilde Group. Wu said Gutierrez became angry with him because he

told Gutierrez to stop threatening City staff. Gutierrez denied he engaged in inappropriate behavior or "targeted" either Lopez-Viado or Wu. Lopez-Viado's, Wu's, and Gutierrez's accounts of these matters, along with other witnesses' relevant perspectives, are discussed below.

1. Lopez-Viado's Complaint

At the September 16, 2025 City Council meeting, Lopez-Viado displayed a PowerPoint in which she alleged Gutierrez engaged in unprofessional conduct which she described as "hostile, harassing and toxic." **Attachment 1.** Lopez-Viado said since Gutierrez was elected, the City Council work environment has steadily declined. Lopez-Viado said staff morale is at an all-time low and staff have filed complaints or resigned because of their interactions with Gutierrez.[8]

Lopez-Viado explained when Gutierrez was elected in 2024, she initially had a good working relationship with him. In June 2025, Lopez-Viado said Wu told Gutierrez to stop threatening City staff. **Attachment 10.** In response, Gutierrez raised concerns about the City's partnership with the Chinese American Association of West Covina (CAAWC). Lopez-Viado said she and other Councilmembers asked why they should only focus on the CAAWC. The Council agreed if they were going to investigate the City's relationship with one non-profit, they should look at the City's relationship with all non-profits.

Subsequently, at the September 2, 2025 City Council meeting, when the CAAWC appeared in front of the City Council to present their financials, Lopez-Viado said Gutierrez "attacked" the representatives from the CAAWC. Gutierrez accused Wu and his wife, who serves on the Board of CAAWC, of benefiting financially from the City's partnership with the CAAWC. Lopez-Viado said Gutierrez also alleged "she was doing shady things" with the non-profit, Film-It, of which she previously served as President. Lopez-Viado expressed frustration that Gutierrez made these broad allegations of criminal activity without factual support.

Thereafter, the City sent a request for financial information to several non-profits, including the CAAWC and Film-It. Lopez-Viado said Film-It was only provided a few days to respond to the request, and the deadline fell in the middle of the student-run film festival. Lopez-Viado said she was frustrated with how the audit request was presented, and the expectation that the non-profit respond with only a few days' notice.

During the September 2, 2025 Council meeting, Lopez-Viado questioned Gutierrez about his relationship with one of the sponsors of the December 2023 toy giveaway, the Humilde Group. Lopez-Viado said the City expended significant resources in coordinating that event, yet no audit requests were sent to the Humilde Group. Lopez-Viado said when she questioned Gutierrez about his ties to the Humilde Group, he became "defensive and got very angry" and denied involvement in planning the event. [9]

The following morning, September 3, 2025, at 9:00 a.m., Gutierrez emailed Lopez-Viado a "cease-and-desist" letter and told her to stop making "false and defamatory statements about him." **Attachment 12.** Gutierrez insinuated she "misused public funds".

Lopez-Viado requested a meeting with the City Attorney and the Acting City Manager, Milan Mrakich (Mrakich). After the meeting finished, Lopez-Viado said her husband called her, upset, and told her that

[8] Staff members' concerns about their interactions with Gutierrez are outside the scope of this investigation.
[9] Lopez-Viado produced the Press Release from the Toy Giveaway to confirm Gutierrez collaborated with Lopez-Viado to host the event. **Attachment 11.**

"some guy just showed up at their home to serve them with papers." Lopez-Viado said this scared her young daughter. It was the same cease-and-desist letter that Gutierrez emailed her earlier that morning. Lopez-Viado said this was unacceptable as there was no reason for sending a process server to her private residence. She explained Gutierrez had sent someone to her house the year before and she had previously explained to him why it is not ok to use her personal residence for work-related matters. Lopez-Viado explained she is extremely protective of her family and home and that they "are off-limits."

Subsequently, Lopez-Viado contacted the process-server who confirmed he provided Gutierrez the video of himself serving Lopez-Viado's husband. Lopez-Viado said the video, which contained her husband's name and photograph, was then "leaked" to West Covina's social media forum. Lopez-Viado said it had to be Gutierrez who leaked the video. She believed this was another "tactic of intimidation." Since the matter related to City business, Lopez-Viado said the proper protocol was to serve documents to City Hall, not to a Councilmember's private residence.

Upon receiving the call from her husband informing her of the process server at their home residence at around 2:50 p.m., Lopez-Viado immediately went to the Acting City Manager, Mrakich's office. She knew Gutierrez was in Mrakich's office. She said she knocked on the door before she opened it. Gutierrez was sitting down. She told him she wanted him to stop harassing her. While she said she raised her voice, she said she neither threatened Gutierrez, nor did she act in an intimidating manner.

Later that afternoon, Lopez-Viado said Gutierrez sent her another email telling her to "cease-and-desist from any further yelling, intimidating or retaliation" against him. **Attachment 3.** She believed Gutierrez forwarded the email to the Federal Bureau of Investigations, the Department of Justice, and the District Attorney.

On September 10, 2025, Lopez-Viado was also notified that Gutierrez filed a complaint against her with the Fair Political Practices Commission (FPPC), alleging she benefited financially from her ties to the non-profit, Film-It. **Attachment 13.** Lopez-Viado explained that while she helped launch the non-profit, over the years it has become 100% student-run. She continues to serve as a board member in an advisory capacity only. She said she has no financial interest, receives no compensation, and has never accepted any gifts or benefits from Film-It. Lopez-Viado said the complaint was unfounded, politically motivated, and she believes it was filed in "retaliation" for her public comments questioning Gutierrez's ties to the Humilde Group.[10]

Lopez-Viado said Gutierrez has also filed FPPC complaints against fellow Councilmembers, Wu and Rosario Diaz (Diaz).

Finally, Lopez- Viado said after she requested a censure of Gutierrez, he filed a lawsuit against the City of West Covina as a "John Doe" to try and stop the special censure meeting. **Attachment 14.** Lopez-Viado said Gutierrez's numerous legal actions have cost the City of West Covina significant resources, including staff time and attorneys' fees.

[10] Lopez-Viado understands that Gutierrez also filed complaints with the Internal Revenue Service and the California Attorney General's Registry of Charitable Trusts based on his belief that the non-profits tied to Wu and Lopez-Viado filed false financial documents.

2. Wu's Complaint

Councilmember Wu explained since Councilmember Gutierrez was elected to the City Council, City Council meetings have "become more hostile." Gutierrez began sending threatening "cease-and-desist" letters to City staff. In response, on June 4, 2025, Wu emailed Gutierrez to stop threatening City employees and treat everyone with respect. **Attachment 10**.

After Wu told Gutierrez on June 4, 2025, to stop making threats, Gutierrez started to question Wu's ties to the Chinese American Association of West Covina (CAAWC). Wu understood Gutierrez filed an 89-page Fair Political Practices Commission (FPPC) Complaint against him. Wu said to date, he has not been informed of a FPPC violation. He believes the prior FPPC Complaints were dismissed. **Attachment 15.** Wu is aware that Gutierrez also filed FPPC complaints against Lopez-Viado and Diaz.

At the September 2, 2025 City Council meeting, when the CAAWC presented financial information, Wu said Gutierrez "attacked" the CAAWC and accused them of wrongdoing. Wu believed Gutierrez did so because Wu's wife sits on the Board of the CAAWC. Wu said Gutierrez has accused him of having a "conflict of interest" but Wu said neither he, nor his wife, have received compensation from the CAAWC.

Wu explained when Gutierrez sends "threatening emails," it is "very difficult to work together." He said it does not appear that Gutierrez is able to control his anger. Wu said numerous staff have quit because they do not want to work with Gutierrez.

Wu denied that he "controls" the way the City Councilmembers vote. Wu said that this allegation is also false. Wu said each Councilmember has their own independent thinking. Each Councilmember votes for what they think is right. Wu said Gutierrez makes false allegations without any support. Wu believed Gutierrez "made up" numerous allegations about Wu's connection to the CAAWC.

Wu understands Gutierrez filed complaints about him with the FBI, the Sherriff's office, the District Attorney's office, and other regulatory bodies. He believed Gutierrez also filed similar complaints against Lopez-Viado, along with many others, including the City Attorney, and the City's outside counsel. Wu said Gutierrez threatened to report both attorneys to the State Bar of California for ethical violations and conflicts of interest. Wu said he was unaware that either attorney committed ethical violations or had conflicts of interest.

Wu said Gutierrez cannot get along with anyone. Gutierrez "makes wild accusations without any proof against anyone who disagrees with him." He does not believe Gutierrez acts in good faith, as he constantly tries to "burn down the village." He said Gutierrez's approach "has no benefit to the community of West Covina."

Wu explained anytime the City and a non-profit partner host a City event, Gutierrez makes accusations and says the non-profit "should pay for everything." Wu explained if the City did not host events, or pay employees to staff the events, the City would not be able to have community events. Wu explained City-hosted events "bring people together and help build the community."

3. Witness Perspectives

Councilmember Ollie Cantos. Cantos was sworn into office in December 2022 and represents District 4. Cantos said Gutierrez's conduct over the past year has been "problematic." From his perspective, Gutierrez has a "pattern of going against anyone who either opposes him or who he sees as a threat." Cantos said Gutierrez "tries to connect the dots by drawing conclusions" about people.

Gutierrez's pattern has been to file complaints against his fellow Councilmembers, either overtly or anonymously. Cantos said he was aware that Gutierrez filed FPPC complaints against fellow Councilmembers Wu, Diaz and Lopez-Viado. He said Gutierrez also filed a complaint with the Sherriff's department against Wu for an incident that occurred during the Film-It Festival in August 2025.

Cantos said Gutierrez sends "threatening emails to staff," has "micromanaged staff" and created a "very difficult situation." Gutierrez's behavior "never stops." Further, he said that Gutierrez "tries to be the crusader to get media attention." Since joining the City Council, Cantos said Gutierrez has "destroyed any relationship with every other member of the City Council." Gutierrez's ability to be effective has been "sabotaged" by the way he treats others.

Although Cantos said he has had disagreements with the other Councilmembers, he explained they still treat each other with respect. Cantos said Gutierrez "weaponizes everything." Cantos is afraid what Gutierrez will do when he learns what has been reported in this investigation. Cantos explained it is a "very difficult situation to be in."

Cantos also said, "while Gutierrez's heart may be in the right place, he poisons relationships." When things do not go his way, Gutierrez "goes after people." Gutierrez frequently points to "transparency and accountability but does not play by the same rules." Cantos compared the current City Council environment to a "circus." Cantos heard there have been 12 internal staff members who have raised concerns about Gutierrez. He said there is an "unprecedented level of discontent."

From Cantos' perspective, Gutierrez frequently obtains information from City staff to play "gotcha." If City staff provide Gutierrez information, Cantos requested that all Councilmembers be provided the same information. He said this would help ensure everyone is prepared when Gutierrez raises a new issue. Cantos said when only Gutierrez has the information, it creates an "environment of mistrust."

In addition, Cantos said Gutierrez "badmouths everyone." Cantos does not believe that Gutierrez acts with honesty or integrity. Gutierrez "ties things to conspiracies that do not exist." Based on the misinformation spread by Gutierrez, he is afraid that the public thinks the Councilmembers and staff are "corrupt," even though he has seen no evidence to support Gutierrez's allegations.

***Personal service of Lopez-Viado at her Personal Residence*.** Regarding Gutierrez's decision to personally serve Lopez-Viado at her house, Cantos said he believed this was "an intimidation tactic." Cantos said Gutierrez could have emailed or delivered the cease-and-desist letter to Lopez-Viado at City Hall. Although Cantos said he saw the footage of the process server at Lopez-Viado's private residence and the service "appeared to be done in a friendly manner," Cantos said he has never seen public officials served at their private residences. Further, Cantos believed Gutierrez obtained the video footage from the process server and made it public, which he also found concerning.

Councilmember Rosario Diaz. Diaz was elected to the City Council to represent District 3 in 2020 and again in 2024. Diaz explained since Gutierrez joined the City Council in 2024, the work environment "is the worst ever." She said Gutierrez sent numerous "harsh and disrespectful emails" to staff members. Diaz saw these emails because Gutierrez initially cc'd the entire City Council. Diaz explained that Wu was the Mayor in 2024. Diaz recalled Wu told Gutierrez to "calm down" and that he could not speak to City employees in a disrespectful manner. Diaz heard there have been up to 12 staff members or contractors who lodged complaints about Gutierrez.

From her perspective, the conflict amongst the Councilmembers started after Gutierrez accused Wu of "doing something inappropriate" in relation to the CAAWC-sponsored Moon Festival. Gutierrez initially was only focused on CAAWC. During a Council meeting, Diaz said if the Council wanted to obtain financial information from one non-profit, they should obtain information from all the non-profits who

partner with the City to host events. Subsequently, at the September 2, 2025 City Council meeting, the CAAWC presented a PowerPoint that contained their financial information. Diaz said Gutierrez "attacked" the representatives from CAAWC in a disrespectful manner.

Personal service of Lopez-Viado at her Personal Residence. During the September 2, 2025 Council meeting, Diaz said Lopez-Viado made a comment about Gutierrez's connection to the toy giveaway. She said Gutierrez became very upset. The following day, Gutierrez sent Lopez-Viado a cease-and-desist email and had Lopez-Viado personally served at her home.

Diaz thought the process server was an "intimidation" tactic. She explained Gutierrez also tried to "intimidate" her. Diaz explained on August 19, 2025, Gutierrez allegedly heard Diaz no longer liked him. In response, on August 20, 2025, Gutierrez emailed Diaz a "cease-and-desist letter," and threatened to sue her personally." **Attachment 16.**

In addition, on or about September 3, 2025, Gutierrez filed a Fair Political Practices Complaint against her for a gift that Gutierrez gave her in 2023. Diaz explained she does not trust Gutierrez. She and her husband used to be friends with Gutierrez. In September 2023, Gutierrez told Diaz's husband he wanted to pay for floral arrangements for Diaz's 60th birthday party. Gutierrez provided her husband a check to cover the cost of the flowers. Diaz said she provided text messages from Gutierrez to her husband wherein Gutierrez acknowledged he wanted to buy the flowers as their friend. **Attachment 17**. The FPPC issued a ruling that she was exonerated. However, Gutierrez submitted additional information and requested the FPPC reconsider the complaint.

Diaz said Gutierrez's "pattern is to respond in a threatening way and file complaints." She said she does not understand why he continues to act in this manner. She said he has the attitude of "I'm going to get you." Gutierrez "absolutely stirs the pot." Gutierrez is "destroying their City." City staff are afraid of him and that they "walk on eggshells around him." Diaz acknowledged that she tries to stay away from Gutierrez because "if you go against him, he will target you and try to take you down."

Acting City Manager, Milan Mrakich. Mrakich explained he has worked for the City of West Covina for over six years. He was initially hired as a Code Enforcement Manager and then promoted to Public Safety Director. In May 2025, when there was a vacancy in the City Manager position, Mrakich was appointed to Acting City Manager. From his perspective, the existing conflict amongst the Councilmembers stemmed from Gutierrez's allegations about Wu's involvement in the CAAWC.

Gutierrez claimed Wu and his wife personally benefited from the Moon Festival. Gutierrez then focused on Lopez-Viado and her ties to the non-profit Film-It. Gutierrez also alleged Lopez-Viado had a conflict of interest and personally benefited from her relationship to Film-It. Mrakich explained his background has consisted of "doing investigations and looking at the facts to prove a violation has occurred." Mrakich said he "has seen nothing of concern" and no evidence to support Gutierrez's allegations that either Wu or Lopez-Viado personally benefited from these events. If he had, Mrakich said he would have reported it to an outside agency. Mrakich said he believes Gutierrez's allegations "are based on speculation."

Further, since he took over as the Acting City Manager in 2025, Mrakich has no knowledge that Wu gave direction or influenced how City resources were spent in planning the Moon Festival. Mrakich explained after Gutierrez raised concerns about the non-profits, he, his staff and the City Attorney made an internal decision to send requests for financial information to the three non-profits that signed Memorandum of Understandings (MOUs) with the City.

Mrakich understood the MOUs were drafted or approved by the City Attorney and identified the parties' responsibilities. In response to the requests for financial information, all three non-profits provided

responsive information, although CAAWC's financial information was provided via a PowerPoint presentation. Gutierrez did not believe the responses of CAAWC or Film-It were detailed enough.

Mrakich explained that while Councilmembers approve the budget for community events, they are not involved in the day- to-day planning of the events. Mrakich explained his job includes scheduling staff to work City events. Staffing decisions are based on the information provided to Mrakich by the police chief, the fire chief, and the public safety manager.

In 2025, the CAAWC withdrew from partnering with the City for the Moon Festival, likely due to the negative publicity created by Gutierrez. Since the City was going to be solely responsible for the event, and to prevent the City from spending significant financial resources, Mrakich decided it was in the City's best interests to move the 2025 Moon Festival and reduce it from a two-day festival to a one-day festival. Although Mrakich said he heard from another employee that Wu threatened to fire him if he moved or cancelled the Moon Festival, Mrakich said Wu never threatened his job. Further, Mrakich said he was never fearful that Wu would terminate him.

Mrakich said he is aware that Gutierrez filed multiple complaints with the Federal Bureau of Investigations (FBI), the Los Angeles District Attorney's office, the FPPC, as well as other regulatory agencies, but to date, he has not seen "anything that raises concerns to him." Further, Mrakich is not aware of any policy or procedure that prohibits Councilmembers from participating in non-profits. He explained that most Councilmembers have some involvement in community non-profits. He does not think it is reasonable to require Councilmembers to give up their involvement in non-profits when they run for City Council.

Personal service of Lopez-Viado at her Personal Residence. Mrakich said Lopez-Viado felt Gutierrez "harassed" her after he sent a process server to her home. He understood Gutierrez hired a process server to personally serve Lopez-Viado a cease-and-desist letter at her personal residence. Mrakich said he was unclear why the letter had to be personally served at her home. The letter could have been handed to her. Mrakich said it is "pretty common for Gutierrez to threaten legal action when he feels threatened." Mrakich said he does not understand why Gutierrez feels threatened but if anything is not to his liking, he will report it to a regulatory body, all the while costing taxpayers money on his 101 allegations."

Mrakich said while Gutierrez is smart at times, with strong intellectual and research abilities, his social interactions and the information he conveys is problematic. He said, "Gutierrez relies on Chat GPT to put his thoughts into words." Mrakich said when Gutierrez "makes allegations without factual support," it causes "unnecessary conflict." He said this makes the City look unprofessional and tarnishes the City's reputation.

Mrakich said he never told Gutierrez or anyone else that he is "fearful of retaliation if he tells the truth." Mrakich said Gutierrez, "has burned every bridge, is overbearing and if he does not get his way, he throws a tantrum and reverts to acting like a child." Mrakich said despite trying, he cannot get Gutierrez off the idea that "everyone is out to get him or that he needs to report everything."

During Mrakich's follow up interview, Mrakich said he has had to remind Gutierrez that the City Council voted 5-0 that all matters of council concern should be directed to Mrakich, not to his staff. **Attachment 18.** Despite this, Gutierrez continued to assert that he will not stop sending emails or contacting City staff, even if the City Council or City Manager direct him not to do so. **Attachment 19.**

Recently, a member of the public shared feedback with Gutierrez and the other Councilmembers about Gutierrez's "inappropriate" behavior at the November 2025 City Council meeting. In response, Gutierrez sent the constituent a cease-and-desist email claiming her communication to him was "harassing,"

"unlawful," contained defamatory statements, and constituted "disability-based abuse and discrimination." Gutierrez told her if she contacted him again, he would file a police report, seek a restraining order, and pursue all civil remedies available to him. **Attachment 20.**

Mrakich explained he became extremely frustrated with Gutierrez after Gutierrez tried to have Mrakich personally served at his elderly parents' home. Mrakich said his parents, who are in their late 80's, told the process server that Mrakich had not lived there in thirty years. Mrakich said his parents told him the process server attempted to serve Mrakich twice, both times around 9:00 p.m. Mrakich told Gutierrez that was "totally unacceptable." Mrakich said he believed this was "an intimidation attempt." Mrakich said he was so angry that he sent Gutierrez text messages which included foul language. Mrakich said he has worked very hard to support all the Councilmembers, but Gutierrez made his job "very challenging."

Employee A. Employee A said she was aware of several employees who complained about Gutierrez. Gutierrez's emails were perceived as "hostile and threatening." She is aware that Gutierrez raised concerns about Lopez-Viado and Wu and their ties to non-profits. She does not know why Gutierrez believed there were conflicts of interest. She has not seen anything that raises a red flag.

Employee A explained "all the logistics for City events are outlined in the Memorandum of Understanding (MOU) signed by the non-profits and the City. The City Attorney previously reviewed and signed the MOUs, but now, the City Council has requested to review the MOU's before they are signed.

Employee A said Gutierrez spends a lot of time in City Hall, which impedes employees' ability to get work done. She said this creates an awkward environment. They are unable to have confidential conversations. They want to treat all Councilmembers equally and ensure they all get the information at the same time. She understands that Mrakich has talked to Gutierrez about this multiple times. She explained Gutierrez does not seem to understand. He does not pick up on social cues.

Gutierrez routinely makes document requests. She estimates Gutierrez has sent maybe 50 – 100 public record requests. She said this requires City staff to spend hundreds of hours reviewing and redacting hundreds if not thousands of emails. Lopez-Viado has also requested documents but believes she has sent less than ten requests.

No one told Employee A that they were fearful they would be terminated if changes were made to the CAAWC Moon Festival. Mrakich made changes to the 2025 Moon Festival and he was not terminated. She is comfortable going to Mrakich with any concerns. She said Mrakich has not given her any reasons not to trust him.

Employee A also said she has "no reason to believe Wu or Lopez-Viado would fire her." She said she is fearful that Gutierrez could "retaliate." She is worried about how things can be misconstrued. She heard Gutierrez is involved with the [redacted] For that reason, she said she and others "are not comfortable going on the record."

Employee B. Employee B said that although their current work environment is "stressful," she said since Mrakich has stepped into the City Manager role, he has established more structure and greatly improved the workplace.

When asked if any Councilmembers make employees feel "threatened," Employee B said yes, Gutierrez and Wu "cause fear." She explained Gutierrez because "he sends threatening emails to staff; alleges they are not following the law or that they are doing something illegal." She said she has no firsthand knowledge about how Wu causes fear, but this is what "prior staff members have shared." She has not personally seen any emails from Wu that she felt were inappropriate. She said she was involved in the logistics of planning the 2025 Moon Festival, but she never felt like her job was threatened. She

"recalled high tensions around moving the Moon Festival." She understood Gutierrez raised numerous concerns about the CAAWC Moon Festival. She said while she does not know details about CAAWC's financial records, she "knows the CAAWC is very generous with their donations to the community."

She explained when Gutierrez gets upset, he "sends legal emails," some of which can also be "condescending." She explained the staff has been placed into "uncomfortable predicaments" based on what is on the City Council's agenda. For example, during the Christmas parade all the Councilmembers were going to walk the parade route together. At the last minute, Gutierrez requested accommodation to ride in a vehicle. She said they had to quickly "pivot" to find him a vehicle. She said Gutierrez should have been provided advance notice of this request. Another time, when Lopez-Viado was sworn in as Mayor, City Councilmembers were requested to change Council seats. She said this has never been a problem. Gutierrez, however, refused to move. A city employee was tasked with moving his computer monitor but since Gutierrez refused to move, it put the staff member in an uncomfortable position.

Employee B recently heard Gutierrez sent a process server to Mrakich's elderly parents' home. She said Mrakich was upset because his parents are 89 and 90 years old. Mrakich said it got the best of him, and he sent text messages to Gutierrez that he should not have sent. Mrakich made it clear that family members should not be impacted by work.

Employee C. Employee C said she understood Gutierrez pushed for an audit of the non-profits affiliated with Wu and with Lopez-Viado. Employee C also confirmed she has seen no evidence that the Councilmembers had a conflict of interest or that they benefited financially from the City hosted events. When asked if she has any concerns with her current work environment, she replied, their work environment feels "very political." When Gutierrez makes demands for information, he does it "in a threatening manner, which makes her and other staff members feel intimidated." She recalled one time Gutierrez threatened to remove the City Attorney if the City Attorney did not do what Gutierrez wanted.

In addition, Employee C said Gutierrez sends the City "many public records requests." The requests are "very voluminous." Gutierrez also serves subpoenas as "John Doe" and then follows up with emails threatening legal action. **Attachment 21.** Gutierrez's requests are often "overly broad and feel very intimidating." Mrakich responded to Gutierrez and told him the City Clerk's office was short-staffed and that responding to voluminous document requests will take some time. **Attachment 21.** Employee C said Gutierrez's emails towards Mrakich feel "retaliatory." **Attachment 22.**

Employee C explained she "just wants to do her job, but it is hard to do her job effectively or efficiently with Gutierrez's requests." Gutierrez's requests require her to spend "an inordinate amount of time responding." One request took her at least 40 - 60 hours. Another request took her at least 30 hours, plus other staff members' time. In addition, she said Gutierrez serves subpoenas via email. She said this is not "proper service." She was unsure whether the subpoenas are "court issued or if they were issued unilaterally by Gutierrez."

While Employee C understands that Gutierrez is asking for information for transparency, she said "it feels like his requests are retaliatory in nature." Employee C said, "if you do not side with Gutierrez or get him the information he wants, it feels like Gutierrez's investigation will be about you and your department."

4. Gutierrez's Response

Gutierrez explained he sent Lopez-Viado a cease-and-desist letter on September 3, 2025 because he believed Lopez-Viado made "false and defamatory statements about him." When asked specifically what

Lopez-Viado said that was false and defamatory, Gutierrez said Lopez-Viado "accused him of having a non-profit or a foundation."

Gutierrez explained it was important to personally serve Lopez-Viado the cease-and-desist letter at her home because "millions of taxpayers' funds were misappropriated." He said it involved a matter of "public trust." Gutierrez said Lopez-Viado was lawfully served by a legal process server. The process server gave Gutierrez the video of him serving Lopez-Viado's husband. Gutierrez said, "there were no signs that anyone was intimidated or scared." He denied making the video public but said he gave copies to City staff to show her claims were false. Although Lopez-Viado said her daughter was scared, Gutierrez does not think that was true.

Gutierrez said he was unable to provide documentary evidence to support his allegation that Lopez-Viado "misappropriated millions of dollars" because he reported his concerns to the FBI and District Attorney's office. He understands these matters are under "an active criminal investigation." [11]

Gutierrez acknowledged he also sent other Councilmembers cease-and-desist letters, but he did not feel the need to serve them at their personal residences, because they involved different situations. Gutierrez said he reported Wu and his wife to the FBI and to the Sherriff's office because he believed they had "failed to turn over money to the City." Gutierrez said this is also under an active investigation and that he is unable to provide any further details or support.

Gutierrez acknowledged both CAAWC and Film-It provided some information in response to the City's request for financial information; however, Gutierrez does not believe they provided sufficient information. He is unsure whether the City followed up to obtain additional information.

Gutierrez also said Mrakich told him that he is fearful that if he says anything to oppose Wu, Wu will terminate him.[12] Gutierrez acknowledged that Wu does not have the ability to unilaterally terminate the City Manager. Gutierrez said it takes three votes to pass a motion. Gutierrez believes, however that "Lopez-Viado would have joined in on the vote, and so would Diaz," who Gutierrez said is Wu's "swing vote."

Gutierrez acknowledged he filed FPPC Complaints against Wu and Diaz, but since these complaints also remain "open," he will let the FPPC investigate these concerns.

Gutierrez explained he has "deep concerns that there is deep corruption at City Hall." He said there have been lawsuits that cost the taxpayers millions of dollars. He said it is "within his right to use the judicial system." He further said it is "his job as a public representative to report misconduct if he believes it happened."

Gutierrez also explained the holiday toy giveaway that he helped coordinate differed "substantially" from the CAAWC and Film-IT events. **Attachment 23.**

During Gutierrez's subsequent interview, Gutierrez raised concerns about Mrakich.[13] Specifically, Gutierrez said Mrakich asked him for a "bribe" to testify on Gutierrez's behalf at an upcoming hearing.

[11]No documents were provided to confirm that Gutierrez had been instructed not to participate in an investigation or refrain from sharing information.
[12] This was not corroborated by Mrakich, who denied telling Gutierrez that he was fearful of retaliation.
[13] These concerns are also outside the scope of this investigation.

Since Mrakich told Gutierrez that he had not been properly served, Gutierrez explained he sent a process server to Mrakich's home. Gutierrez said he was under a time crunch to get Mrakich served so the process server attempted service on January 16, 2026 at 8:06 p.m. and on January 17, 2026 at 8:55 p.m. Gutierrez said Mrakich responded by sending him "threatening" text messages. Gutierrez reported Mrakich's text messages to the Irwindale police department.

Gutierrez understood Mrakich was upset because Gutierrez served the documents at Mrakich's elderly parents' home. Gutierrez explained that when he searched public records, that was the address listed for Mrakich. He did not know the address was Mrakich's parents' home. Gutierrez said he is not aware of any requirement that Councilmembers or City employees be served at City Hall rather than at their personal residences.

5. Findings and Analysis

After a thorough review of the evidence, I find by a preponderance of the evidence that Gutierrez engaged in unprofessional conduct that others reasonably perceived as "intimidating" and "retaliatory." I make this finding for the following reasons.

First, and as an overall matter, all four Councilmembers, in addition to the Acting City Manager, expressed significant concerns about Gutierrez's "threatening" and "retaliatory" conduct. Witnesses corroborated seeing or receiving emails from Gutierrez that were "accusatory" and "confrontational."

Second, every witness I spoke with reported that Gutierrez routinely makes "unnecessary threats of legal action," interrupts when others are speaking, and talks to Councilmembers and staff in a disrespectful manner. Multiple examples were corroborated by numerous witnesses.

Third, every city staff member I spoke to was hesitant to share negative feedback on Gutierrez for fear of retaliation. They were worried Gutierrez would target them once he learned the source of the negative feedback. I found no motive for city employees to fabricate their concerns.

Fourth, I considered Gutierrez's belief that Lopez-Viado and Wu were "out to get him" because Gutierrez reported them to numerous law enforcement agencies. For that reason, I gave Cantos' statements in opposition to Gutierrez more weight. Cantos is the only Councilmember whom Gutierrez has not reported for misconduct. Cantos raised similar concerns as Lopez-Viado and Wu about Gutierrez.

Fifth, I also gave Mrakich's concerns about Gutierrez greater weight since he reports equally to all five Councilmembers. He explained working with Gutierrez has been "very challenging."

Sixth, I found Lopez-Viado and Wu credible when they explained they were frustrated because Gutierrez made numerous public allegations of wrongdoing without providing factual support.

Finally, I considered Gutierrez's motive to deny the concerns raised by others. Gutierrez acknowledged that he sends cease-and-desist letters when he feels threatened. It is more plausible than not that he responds by sending threatening and intimidating emails as a way of regaining power or control and protecting his reputation.

B. Unprofessional Conduct by Lopez-Viado

Gutierrez said after he had Lopez-Viado served at her personal residence, Lopez-Viado acted in a "threatening and intimidating manner." Lopez-Viado denied she threatened or attempted to intimidate

Gutierrez. Gutierrez's and Lopez-Viado's accounts of these matters, along with other witnesses' relevant perspectives, are discussed below.

1. Gutierrez's Complaint

Gutierrez said on September 3, 2025, while he was sitting in Mrakich's office, Lopez-Viado "kicked and banged" on Mrakich's door and yelled at Gutierrez in front of Mrakich and other staff members. Gutierrez said Lopez-Viado "attempted to intimidate him" and "harassed" him. **Attachment 4.** Gutierrez said he audio-recorded Lopez-Vidao speaking to him. He said her "voice was heightened." Although Lopez-Viado did not threaten him, he said he felt intimidated "because of the tone of her voice and the way she smacked Mrakich's door." Gutierrez explained this was after he had previously been yelled at by Wu in August 2025 at a public event.

In addition, Gutierrez said he believed Lopez-Viado sought to censure him in "retaliation" because he questioned her "misuse of public funds." Gutierrez believed Lopez-Viado did this at Wu's request.

2. Witnesses Perspectives

Acting City Manager, Milan Mrakich. Mrakich recalled that after Lopez-Viado learned that Gutierrez had her personally served with documents at her home, Lopez-Viado came to his office. He said she knocked on his door, opened his door and "poked her head into his office." He did not believe she kicked the door. After she opened the door, Lopez-Viado said to Gutierrez, "I cannot believe you sent someone to my house. Do not use my name or photographs on your website. We are no longer friends."

Mrakich did not hear Lopez-Viado make any threats. He said it was a "very brief encounter." He said Gutierrez did not seem scared or intimidated. Mrakich said he was not afraid for his or Gutierrez's safety.

Mrakich said he is unaware of any other Councilmember or staff member who has said Lopez-Viado "harassed" or "bullied" them. Mrakich understood Lopez-Viado was upset when Gutierrez had her served with City-related documents at her home. Mrakich said he felt the same way when Gutierrez attempted to have him served with City-related documents at his parents' house. Mrakich said there was no reason why Gutierrez could not have handed the documents to Lopez-Viado in person or served her at City Hall.

Finally, Mrakich said he does not understand why Gutierrez alleged that Lopez-Viado "retaliated" against him. He said he was not aware of anything Lopez-Viado has said or done that would be viewed as retaliatory. While Mrakich knows Gutierrez thinks Lopez-Viado's request to censure Guiterrez was retaliatory, he explained, she would have needed two other votes (3 votes in total).

3. Lopez-Viado's Response

Lopez-Viado denied threatening or attempting to intimidate Gutierrez. She acknowledged she was upset after her husband called to tell her that Gutierrez had documents personally served at their residence. Lopez-Viado explained during the election in 2018, when Gutierrez ran against her, Gutierrez told a constituent where she lived. Lopez-Viado told Gutierrez he cannot send people to her home. She said she previously explained to Gutierrez that her family and home were off-limits for work or political matters.

Lopez-Viado said there was no need to personally serve the cease-and-desist letter to her because Gutierrez had already emailed the documents to her that morning. She went to tell Gutierrez he "crossed the line" by serving her at her home. She said she knocked on Mrakich's office and then opened it. She said she did not get close to Gutierrez. She said Gutierrez was sitting down, with his back towards her. She stood in Mrakich's doorway. She told Gutierrez to stop harassing her. She believed Gutierrez audio-recorded her without her permission. She told him to remove any photos of her on his website. She said she never kicked the door.

Motion to Censure Gutierrez. Lopez-Viado denied that she sought to censure Gutierrez "to get back at him" for reporting her to the FPPC or law enforcement agencies. Instead, she said she believed there were legitimate grounds for the censure. Gutierrez continued to treat her and others in a disrespectful manner, continued to send threatening emails, and accused her and others of engaging in criminal activity without evidence of wrongdoing. She said the last straw was when he served her at her home, which she believed was an "intimidation" tactic.

4. Findings and Analysis

After a thorough review of the evidence, I find by a preponderance of the evidence that Lopez-Viado did not engage in unprofessional conduct that could reasonably be perceived as "intimidating" or "retaliatory." I make this finding for the following reasons.

First, Gutierrez acknowledged Lopez-Viado never threatened him. Second, I listened to both of Gutierrez's audio recordings of Lopez-Viado speaking to him in Mrakich's office on September 3, 2025. In both audio recordings, while Lopez-Viado seemed upset, she spoke to Gutierrez in a professional manner. She never made any statements that were objectively intimidating or threatening

Third, I took into consideration Mrakich's statement that he was unaware of any other Councilmember or staff who expressed fear of intimidation or retaliation from Lopez-Viado. This was corroborated by multiple employees who also said they were not aware of any concerns involving Lopez-Viado's conduct.

Fourth, I found Lopez-Viado more credible than Gutierrez when she explained the reasons why she requested the censure of Gutierrez. She was genuinely upset that Gutierrez "crossed the line" by involving her family and home in work-related matters. This was corroborated by Mrakich who credibly explained he too felt Gutierrez "crossed the line" when Gutierrez attempted to have him served at his parents' house.

Overall, in considering the totality of the evidence, Gutierrez's credibility has been undermined by the number of allegations he has made in the one year he has been in office, as well as the inconsistencies in the information Gutierrez provided. Moreover, none of the witnesses Gutierrez requested I speak with shared Gutierrez's same concerns.

C. Unprofessional Conduct by Wu

Gutierrez alleged Wu engaged in unprofessional conduct, including "workplace violence, harassment and retaliation." Wu denied Gutierrez's allegations. Gutierrez's and Wu's accounts of these matters, along with other witnesses' relevant perspectives, are discussed below.

1. Gutierrez's Complaint

On or about August 17, 2025, Gutierrez filed a Human Resources complaint alleging Wu engaged in workplace violence, harassment and retaliation. Specifically, Gutierrez said after he requested an audit of the CAAWC in 2025, Wu tried to intimidate him by telling him to stop asking questions. In addition, during a public event on August 8, 2025, Gutierrez said Wu yelled profanities at Gutierrez and "almost assaulted" him. Gutierrez said Wu "had to be physically restrained by Mrakich." **Attachment 5.**

Gutierrez obtained a video recording of the incident. He said Wu acted in a hostile manner, used foul language towards him and called him a provocative name. Gutierrez believed Wu "could have physically assaulted him if Mrakich had not pushed him away." Since Mrakich redirected Wu, Gutierrez said the District Attorney told him they could not charge Wu with a crime.

Gutierrez explained the incident occurred at the Film-It Festival on August 8, 2025 when he overheard Wu talking to the President of the Kiwanis Club. Gutierrez heard Wu apologizing that "some idiot" had requested an audit of the Kiwanis' financial records. Gutierrez said he injected himself into the conversation by saying "that idiot wanted transparency." Wu then yelled profanities at Gutierrez.

Gutierrez said Mrakich told the authorities it was Gutierrez who antagonized Wu. Mrakich also told the authorities that Gutierrez kept chiming in with one-word responses, yelling "transparency" or "accountability." Gutierrez said Mrakich was fearful of telling the truth because Wu will retaliate and terminate Mrakich's employment.

Gutierrez said Mrakich has now stopped communicating with him because Mrakich does not want to "rock the boat" with Wu or the other Councilmembers. Gutierrez said Mrakich's interim City Manager role expires in May 2026, and Mrakich is fearful Wu will prevent Mrakich from being hired into the City Manager role.

Finally, Gutierrez said Wu made unprofessional and inappropriate comments about his disability, and his need for accommodation. Gutierrez explained when Lopez-Viado was sworn in as Mayor in December 2025, she asked all Councilmembers to switch seats. Gutierrez said he submitted an Americans with Disabilities Accommodation (ADA) request to remain in his same Council seat. **Attachment 24.** Gutierrez was unaware of any Code requirement that provided the Mayor with authority to re-assign seating. Gutierrez said his new seat was not as bright as his prior seat.

Subsequently, Gutierrez said the City fixed the lighting at his new seat prior to the January 6, 2026 Council meeting. **Attachment 25.** Once the new lighting was installed, Gutierrez said he thanked Mrakich and City staff for getting his Council seat "ADA compliant". Wu then made a "joke" about how bright the room was and that he needed to wear sunglasses and sunscreen. Gutierrez said these comments were "very hurtful because he felt they tarnished his medical condition and disability."

2. Witnesses Perspectives

Acting City Manager, Milan Mrakich. Mrakich recalled Wu became upset with Gutierrez at the Film Festival in August 2025. Mrakich said Gutierrez overheard Wu talking to the Kiwanis' President and inserted himself into their conversation. Gutierrez started to "throw out transparency buzz words." He said this riled up Wu and they had an exchange of words. Mrakich recalled Wu yelled profanities. Mrakich said he, Wu and another staff member then walked away and went on stage to introduce Gutierrez.

Mrakich understood Gutierrez filed a police report because Gutierrez claimed an "assault and that his life was threatened." Mrakich said that was not the case. At no time did Mrakich think Wu was going to hit Gutierrez. Mrakich explained Wu is approximately 5'6 and 120 pounds. Mrakich said he did not have to use force to get Wu to walk to the stage with him. He understood the District Attorney issued a finding of "No Crime Committed." Mrakich said Gutierrez was upset with this finding. Mrakich said Gutierrez gets upset easily because Gutierrez "thinks he is always right and that he has been wronged."

Mrakich also denied feeling that Wu had the ability or the desire to terminate him from his position. Mrakich said it takes three votes for him to be terminated. Mrakich explained he has a good working relationship with Wu. Mrakich is not fearful that Wu would be "vindictive in any way." Once Gutierrez has an idea in his head, however, there is nothing Mrakich can do to change his mind.

Employee A. Employee A said she had no reason to think Wu would retaliate against her. She explained when she worked on planning the 2024 Moon Festival, she never worked with Wu. She said, "all planning communications were held with the CAAWC Board Members." No one, including Mrakich, told her they were fearful they would be terminated if they did something Wu did not like. Employee A said she heard "rumors" that if Mrakich changed the 2025 Moon Festival, he would be terminated, but this never came to fruition.

Employee B. Employee B said while she never heard Wu make overt threats to terminate Mrakich, she heard Wu say in a conversation in August 2025 that Wu has the votes to vote the City Manager out. She said Wu "would say majority vote, 1-2-3." She thought he was talking about Mrakich, but she does not recall if it was linked to moving the Moon Festival. Mrakich did not tell her that Wu threatened Mrakich's job if Mrakich moved the festival to a one-day event. She said planning of the 2025 Moon Festival involved "high tensions" because it felt like a no-win situation. Either they would get backlash from the community because of the high costs, or backlash from Wu if they scaled the event back to City Hall. Ultimately, she said Mrakich made the right decision to scale it back.

In addition, she is aware the Council discussed the need for the City Manager to have a college degree.[14] She said this issue has been put on hold until May to allow Mrakich to continue working in the interim role. Since Mrakich does not have a college degree, she perceived this requirement as Wu's "roundabout way of threatening Mrakich's job." She said this waiting game creates uncertainty amongst the city staff.

3. Wu's Response

Wu acknowledged Gutierrez made him angry during the Film-It Festival when Gutierrez interrupted Wu's conversation with the Kiwanis' President. Wu denied threatening Gutierrez. He said he did not touch Gutierrez. He explained he gave a statement to the police, as did the other witnesses who were present. No charges were pressed against Wu.

Wu also said he never threatened Mrakich. Wu sees how hard Mrakich is working. Mrakich is very responsive and does a great job. He has no reason to terminate Mrakich. Furthermore, Wu said he cannot control the other Councilmembers or make them vote how he wants them to vote. Everyone has their own independent thinking and votes for what they think is right.

[14] Currently, Employee B understands the job requirements for the City Manager position require a college degree.

Wu said Gutierrez has alleged that "everyone is involved in a conspiracy and acted illegally." Wu feels there is a reason why Gutierrez did not want to be interviewed as part of the investigation. Wu thinks Gutierrez has ties to organizations that Gutierrez has not disclosed. He does not think Gutierrez has acted in good faith. Gutierrez's approach is to "cry wolf" and "burn down the village." Wu does not know if Gutierrez acts this way because of Gutierrez's character or because of his medical condition. Wu said Gutierrez has made this a personal issue and gone after Wu and his wife, as well as Lopez-Viado, which he said is unacceptable.

Finally, Wu said he does not need all this stress. He has been elected three times, so he feels he has done a good job. Wu explained he continues in this role because he wants to give back to his community.

4. Findings and Analysis

After a thorough review of the evidence, I find by a preponderance of the evidence that Wu, on two occasions, made unprofessional comments to Gutierrez. I do not find, however, that Wu's conduct could reasonably be perceived as "intimidating" or "retaliatory." I make these findings for the following reasons.

First, the video recording of the August 2025 interaction between Wu and Gutierrez confirmed Wu and Gutierrez had a verbal altercation during the Film-It Festival. Although Wu did not touch Gutierrez, Wu was visibly upset. Witnesses corroborated Wu used profanities in speaking with Gutierrez, including name-calling. Although Mrakich believed Gutierrez provoked Wu, provocation does not excuse the use of profanity or resorting to name-calling. All Councilmembers are expected to treat each other with respect and professionalism.

Second, while I believe Gutierrez subjectively found Wu's conduct intimidating or retaliatory, I do not find that Wu's behavior was objectively "intimidating" or "retaliatory." Wu is much smaller in stature than Gutierrez. Nothing prevented Gutierrez from walking away from Wu. In fact, after Wu made the unprofessional comments to Gutierrez, Wu and Mrakich walked towards the stage and away from Gutierrez.

Third, the video recording of the January 6, 2026 Council meeting confirmed Wu made an unprofessional comment about the "need to wear sunglasses or sun lotion." Wu said this in response to the bright lights installed in the Council Chamber. Wu knew the additional lights were installed as ADA accommodations to Gutierrez. Wu's comments were inappropriate in a professional workplace and inconsistent with the organization's respectful workplace and anti-harassment standards.

D. Gutierrez's Concerns of Being Treated Unfairly Because of His Disability

1. Gutierrez's Complaint

As set forth above, Gutierrez explained when Lopez-Viado was sworn in as Mayor, she asked all Councilmembers to switch seats. Gutierrez said he submitted an Americans with Disabilities Accommodation (ADA) request to remain in his same Council seat. He was unaware of any Code requirement giving the Mayor authority to re-assign seating. Gutierrez said his new seat was not as bright as his prior seat. Lopez-Viado said if he did not move, she would have the police physically move him.

Gutierrez said Mrakich asked him to please move seats until they had a chance to further discuss the lighting issues. Subsequently, Gutierrez received notice from the City that the City wanted to schedule a meeting with Gutierrez to engage in a good-faith, interactive process, which is required under the ADA. Gutierrez said while the lighting was not initially fixed before the December 16, 2025 City Council meeting, the lighting was fixed on or before the January 6, 2026 City Council meeting.

Gutierrez acknowledged his new seat was the same seat that he sat in while he was the Planning Commissioner in 2023. However, he explained that his medical condition worsened since that time, and he now requires additional lighting. He also said what he did as a Planning Commissioner was not the same as what he is required to do as a City Councilmember.

2. City's Response

[redacted] confirmed the City of West Covina engaged in the interactive process with Gutierrez in an ongoing effort to accommodate his disability. **Attachment 24.** As a result of the newly installed lights, Gutierrez confirmed the lighting "was acceptable" and lighting at his new seat "had been successfully replicated." **Attachment 25.** As a result, Gutierrez acknowledged that ADA accommodations had been completed and accepted as of January 6, 2026. **Attachment 25.**

3. Findings and Analysis

After a thorough review of the evidence, I find by a preponderance of the evidence that Gutierrez was not treated unfairly because of his disability. I make these findings for the following reasons.

First, after Gutierrez provided written medical certification of his need for accommodation on December 2, 2025, the City promptly requested a meeting with Gutierrez to discuss his accommodations requests. Thereafter, within a reasonable timeframe, city staff began installing new lights.

Second, Gutierrez acknowledged the accommodation provided was acceptable. Finally, as discussed above, although I find Wu made one unprofessional comment that could be viewed as disability related, I do not find this single, isolated comment supports a finding that Gutierrez was treated unfairly because of his disability.

♦♦♦ ♦♦♦ ♦♦♦ ♦♦♦

This concludes the investigation.

Respectfully Submitted,



Kelly D. Gemelli

Appendix – Methodology

I conducted the investigation using specific methodology following industry standards. This section provides an overview of the investigative processes I followed[15].

A. Witnesses

As set forth in greater detail in the Report, I conducted 13 interviews of 9 witnesses. The interviews were conducted via video conference, or in person. I admonished interviewees that this is a confidential personnel matter and that they were subject to policies prohibiting retaliation for either bringing a claim or participating in an investigation. Witness statements were recorded.[16] I have drawn the conclusions in this Report from the totality of the evidence and a thorough analysis of all the facts, and where necessary, I made credibility determinations.[17]

Quotations in this Report are not verbatim recitations of witness statements. Quotations are cited as accurately as possible from typewritten notes taken contemporaneously during the interview. In this Report, I make factual and policy findings only.[18]

B. Documents

I reviewed voluminous documents in this matter, including video recorded City Council meetings from June 2025 through February 2026. The following documents should be read in their entirety in conjunction with this Report to fully understand the underlying reasoning and findings herein.

Attachment	Document
1	Lopez-Viado's PowerPoint Presentation in support of her Motion to Censure Gutierrez
2	Wu's August 18, 2025 email to Gutierrez telling him "to stop fabricating lies to harass and threaten him."
3	Gutierrez's September 3, 2025 email to Lopez-Viado demanding she "cease-and-desist from any further yelling, intimidation, or retaliation against him."
4	September 15, 2025 News article in which Gutierrez alleged the proposed censure was in retaliation for his probe into colleagues' ties to nonprofits.
5	Gutierrez's August 17, 2025 formal complaint to Human Resources about Wu's "workplace violence, harassment and retaliation."
6	Gutierrez's October 21, 2025 notice that he will not participate in any investigation that could interfere or obstruct active criminal investigations.
7	Gutierrez's November 8, 2025 email to the Investigator cease-and-desist from fabricating or expanding scope of the investigation.
8	Investigator's email with Gutierrez on November 25, 2025 with authorization to proceed with independent investigation.
9	Gutierrez's email to Investigator agreeing to participate in interview as long as the interview is not recorded.

[15] I was retained to use my legal skills to assist the City of West Covina in developing a response to the allegations. Specifically, I used my knowledge and expertise in employment law to arrive at findings based on my professional evaluation of the evidence.
[16] All witnesses consented to having their interviews recorded except for Councilmember Gutierrez.
[17] I considered and gave appropriate weight to information that might be considered hearsay in legal proceedings.
[18] Although I utilize a legal analysis in reaching the factual determinations in this Report, I do not reach legal determinations.

10	Wu's June 4, 2025 email to Gutierrez to "please refrain from using threatening language toward City staff.
11	November 21, 2023 Press Release regarding Gutierrez's involvement in the Toy Giveaway.
12	Gutierrez's September 3, 2025 email to Lopez-Viado telling her to cease-and-desist from making further false and defamatory statements about him.
13	October 2025 correspondence between the Fair Political Practices Commission and Lopez-Viado.
14	*Ex Parte Application* of John Doe to Reconsider the Court's Refusal to Issue a Restraining Order from moving forward with the censure motion.
15	April through August 2025 correspondence between the Fair Political Practices Commission and Wu.
16	Gutierrez's August 20, 2025 cease-and-desist letter to Diaz
17	September 2025 correspondence between the Fair Political Practices Commission and Diaz.
18	Mrakich's January 16, 2026 email to Gutierrez informing him that all correspondence to staff must be directed to Mrakich.
19	Gutierrez's January 16, 2025 reply email to Mrakich
20	Gutierrez's January 15, 2026 email to a constituent alleging harassment, defamation and disability-based abuse.
21	Gutierrez's January 16, 2026 email to Mrakich as John Doe
22	January 13, 2026 email exchange between Mrakich and Gutierrez regarding Gutierrez's document requests
23	Gutierrez's December 11, 2025 response comparing the holiday toy giveaway to CAAWC and Film-It events.
24	December 3, 2025 Interactive Process Meeting
25	January 6, 2026 ADA/FEHA Interactive Process Meeting Memorandum

C. Evidentiary Standard

I reviewed, compared, and analyzed evidence under a preponderance of the evidence standard to determine whether the allegations were with or without merit. "Preponderance of the evidence," for purposes of this Report, means that the evidence on one side outweighs, or is more than, the evidence on the other side. This is a qualitative, not quantitative, standard.

D. Independence

Independence is an important component of this investigation. The City of West Covina and its representatives allowed me discretion to conduct the investigation as I determined to be necessary. I was given complete access to all requested witnesses and documents. No person interfered with, or attempted to influence, the findings in this Report.

E. Timing

The timing in which this investigation was initiated and completed is determined to be reasonable given all the facts involved, including the number of witnesses, the scheduling and coordination of witness interviews and the issuance of this Report within a reasonable time after the initiation of the investigation

♦♦♦ ♦♦♦ ♦♦♦ ♦♦♦

This concludes the Appendix.

ATTACHMENT 1

Concerns with Councilmember Brian Gutierrez's Conduct

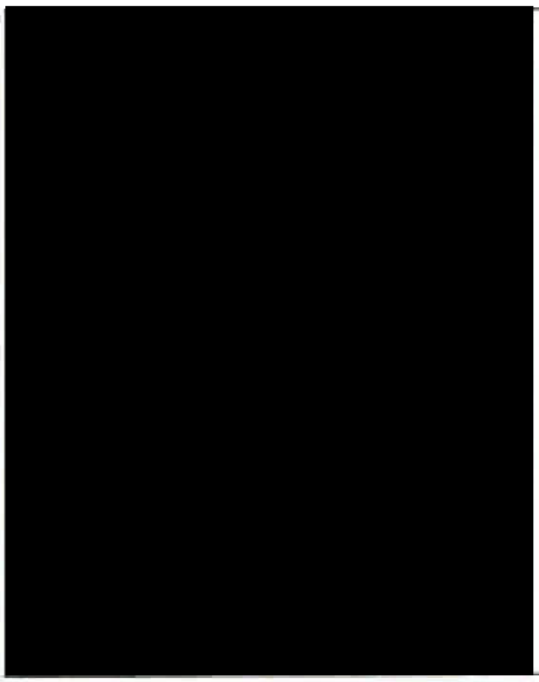
I must also address your false remarks about the toy giveaway event. You insinuated I wasted taxpayer money by helping bring community partners together to distribute more than 100,000 toys. That allegation makes no sense: at the time, I was serving as a Planning Commissioner, not a Councilmember, and had no authority to direct the City Manager or allocate taxpayer resources. You were the Councilmember in charge of planning the event.

The facts speak for themselves:

- The event included a Los Angeles County Sheriff's Department flyover.
- Over 20,000 toys went directly to Police and Fire for community distribution.
- The City closed down a street not to profit, but to give toys back to families in need.

This is a formal legal warning to cease and desist from making false and defamatory statements about me. If this continues, I will pursue all available legal remedies to protect both my reputation and the truth.

And to be clear about legal advice: you should not attempt to use the City Attorney as your personal defense against the concerns I have raised in this email. Under California law and the Rules of Professional Conduct of the State Bar of California, the City Attorney's client is the City of West Covina as a municipal corporation, not any individual Councilmember. His duty is to the organization as a whole, not to shield one elected official from accountability. Any attempt to seek personal advice from him on this matter would be improper.



- Cease and desist is not necessary for ONE supposed "false and defamatory statement"
- This is a private demand letter not a court order or lawsuit (email already sent)
- Cease and Desist letter is not a court order and is not required to be served

Home, Work, and Family is off limits



Brian Gutierrez
To: Letty Lopez-Viado; Thomas P. Duarte + 3
Wed 9/3/2025 6:08 PM View more

Dear Councilmember Lopez Viado,

I'm writing to formally demand that you **cease and desist** from any further yelling, intimidation, or retaliation against me in connection with my duties as an elected official.

Demand:

1. Immediately **cease and desist** from yelling at me, intimidating me, or otherwise retaliating against me.
2. Refrain from making **false or misleading accusations** that interfere with my duties as a Councilmember.

If this conduct continues, I will instruct my attorneys to pursue all appropriate **legal remedies.**



JOHN DOE
Confidential Address: [redacted]
Phone Confidential: [redacted]
Email Address: [redacted]
In Pro Per

SEP 10 2025

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

JOHN DOE,
Plaintiff,
vs.
CITY OF WEST COVINA,
Defendant(s)

Case No.: 25STCV28419

Assigned for All Purposes to the
Honorable Judge Alison Mackenzie

[PROPOSED] ORDER GRANTING PETITIONER'S EX PARTE MOTION FOR RECONSIDERATION, ISSUANCE OF TEMPORARY RESTRAINING ORDER, AND SAPE AT HOME SEALING RELIEF

Hearing Date: 09/12/2025
Time: 8:30 AM
Dept: 82

Action Filed: 09/09/2025
Case Type: Civil Harassment

V. NEED FOR CONFIDENTIALITY AND SEALING

[redacted] and other dangers.

VI. CONCLUSION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 10th day of September, 2025, in Los Angeles County, California.

John Doe
[redacted]

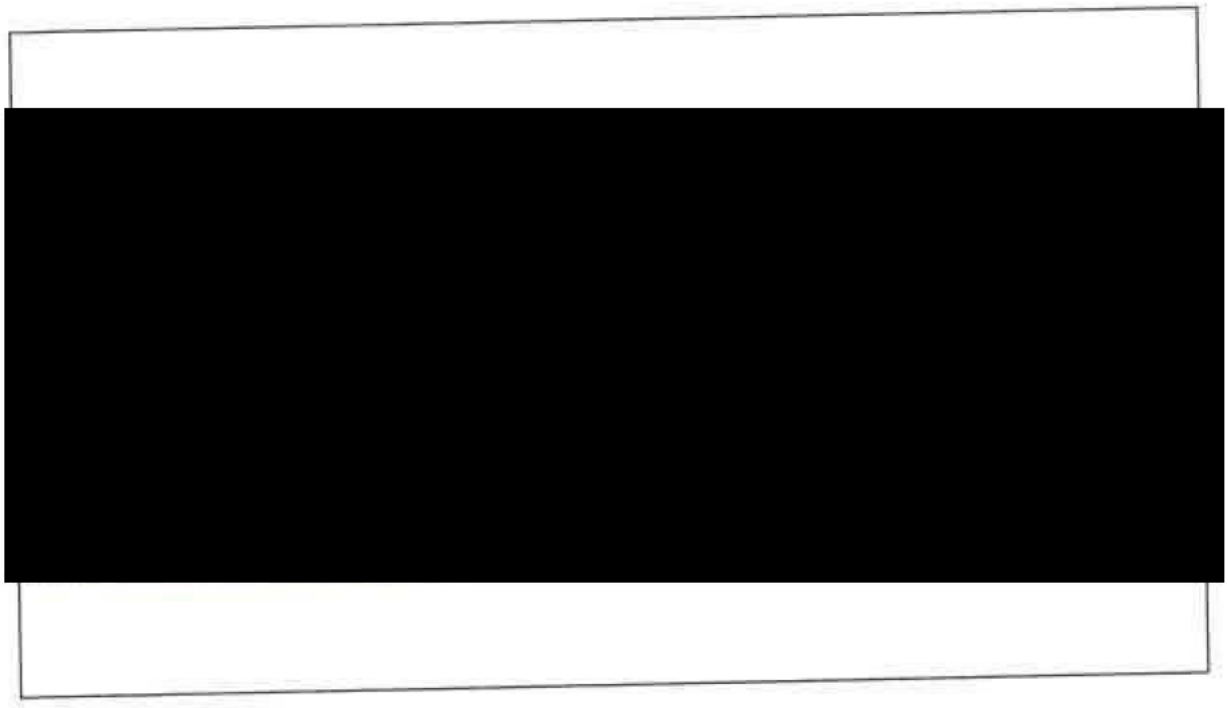

City of West Covina, California
Letty Lopez-Viado
Mayor Pro Tem
September 2nd, 2025 9:41 pm





RANCHO HUMILDE

HUMILDE HOUSE OF CHARITIES



Deputy Director Resigned Due to Brian Gutierrez Harassment after June 3rd council meeting with Transtech presentation.



Concerns Regarding Presentation Scheduling and Bidding Process Integrity

[redacted]

I hope this message finds you well.

It was my understanding that [redacted] would be delivering the recent presentation, given her oversight of the Building Division. However, I noticed that TransTech was again selected to present on a day I happened to be out. This marks their third presentation in recent weeks, which raises serious concerns about the appearance of favoritism toward a single vendor.

Given TransTech's active involvement in a current bidding process, providing them repeated visibility could create an unfair advantage and undermine the integrity of the competitive process. As you both know, maintaining transparency and equity is not only a best practice but a legal and ethical obligation in public procurement.

As an elected official, it is both my right and duty – by the authority vested in me by the voters who placed their trust in my office – to bring these concerns forward. Doing so fully complies with federal law and aligns with our shared responsibility to uphold public trust.

[redacted]

I trust that you will treat this issue with the seriousness it deserves. Thank you for your attention and for your continued commitment to integrity in public service.

Best regards,

Brian Gutierrez

Councilmember, 1st District
City of West Covina

2nd Deputy Director forced to leave the position due to Brian Gutierrez reporting [redacted] to CalPERS in retaliation.





Weaponizing the Law to Suppress & Retaliate

- Restraining order on a resident for his public comment during council mtg.
- Having past court records sealed.
- Recently removed all social media accounts, trying to erase history.
- Filed a temporary restraining order and injunction to stop the Censure Process.
- Currently suing the City of West Covina.
- Hiring body-guards for his protection when convenient.
- Gets all the security and protection, including private council parking and WC police escort all in the name of his life and safety from a previous case.
- Is under [redacted] program that protects his home address from public exposure (hiding his misconduct under these programs).

Lack of Financial Transparency Concerns

[redacted]



[redacted]





[redacted]

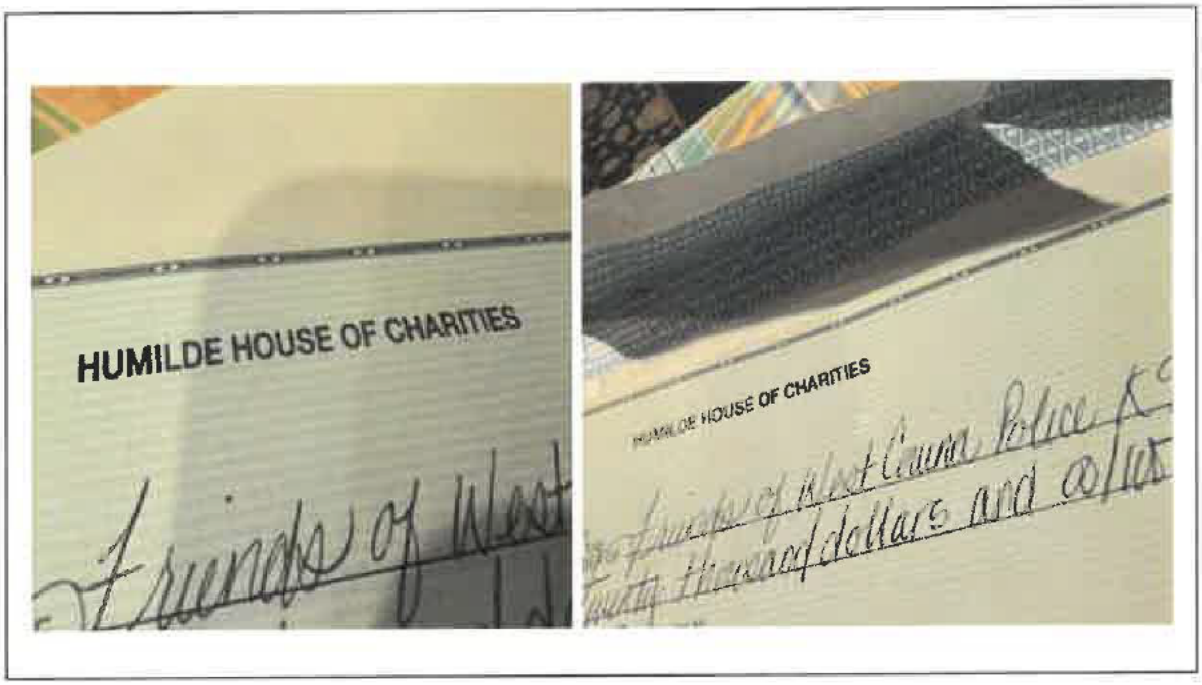


City of West Covina
BRIAN GUTIERREZ
Chair, Planning Commission



JRJ Corporation International, a company based in Paramount, California, is the owner of the entertainment and education services trademark **"RH RANCHO HUMILDE"**.


COUNCILMEMBER, 1st DISTRICT
BRIAN GUTIERREZ
Friends of West Covina Police P. - 9
Twenty Thousand dollars & zero cents
Brian Gutierrez


HUMILDE HOUSE OF CHARITIES
Friends of West
HUMILDE HOUSE OF CHARITIES



Censure

- Censure is a formal, public statement of disapproval by the governing body.
- It does **not** remove a council member from office (only voters, recall, or in rare cases state law can do that)
- Grounds for Censure:
  - Harassment of Staff, Colleagues, and/or Community Members
  - Violating the city's code of conduct, ethics policy, or anti-harassment policy
  - Behavior that disrupts the functioning of the council or damages public trust

Request to Censure Councilman Brian Guttierrez

Brian Guttierez continuously demonstrated a pattern of silencing and controlling other's voices through harassment and oppression. Through his connections, as demonstrated by instances with myself and other city employees, he has been able to abuse his power.

To make matters worse the protection that he currently holds as [redacted] and programs like [redacted] and his reporting connections, gives him the capability to hide himself behind the law. This makes it harder for individuals like myself and employees to stand up for what is right. I know after exposing this, additional retaliation will come my way, and similar tactics will continue to be used to put down others like the City Staff who "resigned".

There are additional internal concerns that have led me to become wary of my safety, but **I have a duty to protect the rights, safety, and quality of life of those who live, work, and visit the city.** In order to prevent matters from becoming worse this is why I call to move the motion to censure Councilman Brian Guttierez.

ATTACHMENT 2

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

FW: Cease Harassment, Stop Obstruction, and Brown Act Violations

2 messages

[redacted]@westcovina.org> Tue, Oct 21, 2025 at 12:32 PM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>
Cc: "kfox@buchalter.com" <kfox@buchalter.com>

As requested

[redacted]

From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Monday, August 18, 2025 10:42 AM
To: Tony Wu <Tony.Wu@westcovina.org>
Cc: Milan Mrakich <MMrakich@westcovina.org>; [redacted]@westcovina.org>; Thomas P. Duarte <tpd@jones-mayer.com>; rdj@jones-mayer.com; [redacted]@westcovina.org>; [redacted]@wcpd.org>
Subject: Re: Cease Harassment, Stop Obstruction, and Brown Act Violations
Importance: High

Mr. Tony Wu,

Your denial of my concerns does not erase the reality of your repeated intimidation and hostility. Since you continue to dismiss these matters, I want to be clear: your intimidation will not work on me.

I will not hesitate to request law enforcement presence, including during closed session meetings, to ensure my personal safety and prevent a repeat of incidents such as when you banged the table with your thermo and well yelling "shut up" "shut up" multiple times.

I am formally demanding that you cease and desist all forms of harassment, retaliation, and intimidation. As elected officials, we are expected to uphold the law and serve the public with integrity. Attempting to silence or threaten a colleague undermines the public trust and exposes you — and the City — to legal liability.

This concludes my conversation with you.

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina

From: Mayor Tony Wu <wuforwestcovina@gmail.com>
Sent: Monday, August 18, 2025 5:31 AM
To: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Cc: Tony Wu <Tony.Wu@westcovina.org>; Milan Mrakich <MMrakich@westcovina.org>; [redacted]@westcovina.org>; Thomas P. Duarte <tpd@jones-mayer.com>; rdj@jones-mayer.com <rdj@jones-mayer.com>; [redacted]@westcovina.org>; [redacted]@wcpd.org>
Subject: Re: Cease Harassment, Stop Obstruction, and Brown Act Violations

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mr. Gutierrez,

Please stop fabricating lies to harass and threaten me in order to get what you want, just as you have been doing to our city staff.

Tony Wu

Mayor

West Covina

Sent from my iPhone

On Aug 17, 2025, at 8:31 PM, Brian Gutierrez <Brian.Gutierrez@westcovina.org> wrote:

Mayor Wu,

I am Councilmember Brian Gutierrez, District 1, and I am formally demanding that you immediately cease and desist harassment, intimidation, and obstruction of my duties as a duly elected official.

You have repeatedly told me that you call other councilmembers from your personal cell phone [redacted] to demand they vote a certain way. You specifically referenced Councilwoman Letty Lopez Viado as someone you contact repeatedly. On the day you sought to fire [redacted], you admitted to contacting me multiple times and also contacting Councilwoman Lopez Viado multiple times.

You also told me you "control" Councilmembers Letty Lopez Viado and Rosario Diaz. Most recently, you described Councilwoman Diaz as "ungrateful and selfish" and that you "made her" after she cast a vote against your wishes. You further stated that you raised all the money for her campaign because she was "too shy to get money" and you had to do it for her.

I reminded you that such communications and attempts to build a predetermined vote violate the Brown Act (Gov. Code § 54950 et seq.), yet you told me you "don't care."

This conduct constitutes unlawful serial meeting activity:

- Gov. Code § 54952.2(b)(1) – Prohibits using direct communications, intermediaries, or devices to develop a collective concurrence outside of an open meeting.
- Roberts v. City of Palmdale (1993) 5 Cal.4th 363 – Serial meetings and pre-arranged votes undermine transparency and the public's right to open government.

Your harassment has also escalated to:

- Attempting to obstruct the nonprofit audit request the Council voted on in June 2025 by yelling at Acting City Manager Milan and falsely claiming no vote occurred.
- Directing staff to block my town halls, just as you attempted with Councilmember Ollie Cantos's.
- Removing my informational flyers from City Hall elevators, interfering with my ability to communicate with constituents.
- Threatening me with statements such as "don't be a traitor" and "be good."
- Verbally and nearly physically confronting me at the Film-It Festival hosted by Councilmember Letty Lopez Viado.

Evasion of Public Records

You also told me directly that you prefer to use your personal Gmail account, wuforwestcovina@gmail.com, so there will be "no records" from your official city email account. You further admitted that you instructed staff not to conduct business in writing.

This demonstrates a deliberate effort to evade the California Public Records Act (Gov. Code § 6250 et seq.). The California Supreme Court in City of San Jose v. Superior Court (2017) 2 Cal.5th 608 held that communications about public business are subject to disclosure even if sent on personal devices or accounts.

Your directives to avoid written records may constitute:

- Gov. Code § 6200 – Willful destruction or concealment of public records.
- Gov. Code § 8314 – Misuse of public resources.
- Penal Code § 424 – Misappropriation of public funds where oversight is obstructed.

Reminder of Role

The office of Mayor in West Covina is ceremonial only. Under the Council-Manager system, you have no executive authority to direct staff or obstruct Council votes. Executive power rests with the City Manager. Yelling at staff, obstructing audits, and directing city business outside of public meetings is unlawful and a misuse of office.

Legal Duty of Councilmembers

When a nonprofit receives public funds or in-kind city support, councilmembers have a duty under law to ensure accountability:

- California Constitution, Art. XVI, §6 – Prohibits a gift of public funds unless there is a clear public benefit.
- Gov. Code § 54964 – Public resources cannot be expended for private purposes.
- California Corporations Code §§ 5233 & 5239 – Nonprofits are barred from self-dealing and insiders benefiting.
- Michaelis v. Superior Court (2006) 38 Cal.4th 1065 – Public expenditures trigger public accountability and disclosure.
- Gov. Code § 12598 – Authorizes the Attorney General to investigate nonprofits that misuse charitable assets.

The Chinese American Association of West Covina (CAAWC) is the only nonprofit that has refused to provide its profit margins despite receiving thousands of taxpayer dollars. Doing nothing is not neutrality — it is complicity.

Fear for My Safety

I must also state clearly that I fear for my life and fear retribution as a result of your escalating intimidation, threats, and harassment. This is no longer a matter of politics — it is a matter of personal safety and criminal misconduct.

Notice

This is my final warning:

- Stop harassing me.

- Stop obstructing audits and yelling at staff.
- Stop interfering with my communications to constituents.
- Stop abusing your ceremonial office to issue illegal orders.
- Stop evading public records requirements by using personal email and telling staff not to create records.

⚠️ **Brown Act Disclaimer:**

This message is BCC'd to the full Council for transparency and safety reporting only. It is not intended to solicit discussion, debate, or decision-making outside of a public meeting. Please do not reply-all, in order to avoid Brown Act concerns. Any necessary discussion should occur in open session.

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina

[redacted]@westcovina.org> Tue, Oct 21, 2025 at 12:33 PM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>
Cc: "kfox@buchalter.com" <kfox@buchalter.com>

As requested



ATTACHMENT 3

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

FW: Cease and Desist – Retaliation and Intimidation

1 message

[redacted]@westcovina.org> Tue, Oct 21, 2025 at 12:30 PM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>
Cc: "kfox@buchalter.com" <kfox@buchalter.com>

As requested!

[redacted]

From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Wednesday, September 3, 2025 6:09 PM
To: Letty Lopez-Viado <LLopez-Viado@westcovina.org>
Cc: Thomas P. Duarte <tpd@jones-mayer.com>; Milan Mrakich <MMrakich@westcovina.org>; [redacted]@westcovina.org>; [redacted]@wcpd.org>
Subject: Cease and Desist – Retaliation and Intimidation
Importance: High

Dear Councilmember Lopez Viado,

I'm writing to formally demand that you **cease and desist** from any further yelling, intimidation, or retaliation against me in connection with my duties as an elected official.

On September 3, you entered City Hall and yelled at me in front of Acting City Manager **Milan Mrakich** and staff member [redacted] accused me of "harassment," and attempted to intimidate me in response to my oversight of taxpayer funds. This conduct is inappropriate, retaliatory, and unlawful.

For the record:

- The incident occurred at City Hall and I **also recorded portions of the encounter on my mobile phone in that public setting In front of Erick and Milan.**
- I have **never posted any images of you**, so your demand that I "take down [your] pictures" is unfounded.
- The person who delivered my prior letter to your residence was a **registered Los Angeles County process server**. I did not personally go to your home; formal service was used solely to ensure proof of receipt.
-

Your conduct constitutes retaliation under **California Labor Code § 1102.5** and **Gov. Code § 53298**, which protect officials who report or oppose suspected misuse of public funds. Such behavior undermines the professional functioning of City Hall and the public trust.

Demand:

1. Immediately **cease and desist** from yelling at me, intimidating me, or otherwise retaliating against me.
2. Refrain from making **false or misleading accusations** that interfere with my duties as a Councilmember.

If this conduct continues, I will instruct my attorneys to pursue all appropriate **legal remedies.**

This message serves as my **final communication to you on this matter.**

Respectfully,

Brian Gutierrez
Councilmember, 1st District
City of West Covina

ATTACHMENT 4

NEWS • News

West Covina City Council to vote on censuring member

Councilmember Brian Gutierrez said the proposed censure is retaliation for his probe into colleagues' ties to nonprofits, and the use of city funds.



Councilmember Letty Lopez-Viado, second from left, reads her complaint about Councilmember Brian Gutierrez, first from left, during a special meeting of the West Covina City Council on Sept. 10. (Photo from video City of West Covina)

By [redacted] | [redacted]@scng.com

PUBLISHED: September 15, 2025 at 3:42 PM PDT | UPDATED: September 15, 2025 at 4:37 PM PDT

The West Covina City Council is poised to vote Tuesday, Sept. 15, on a proposed censure of Councilmember Brian Gutierrez, an action he said is retaliation for his questioning the use of city funds under Mayor Tony Wu and Mayor Pro Tem Letty Lopez-Viado.

After a request from Lopez-Viado, the council voted 4-1 on Sept. 10 to place the censure motion on the Sept. 16 council agenda.

The dissenting vote was Gutierrez's.

"Since this matter involves allegations between two of my Councilmembers, and to avoid any appearance of bias or conflict, I am not going to provide my opinion on this matter," City Manager Milan Mrakich said in an email.



Lopez-Viado said her request for a censure was in response to a cease-and-desist letter Gutierrez sent her via email and later, delivered by a process server, as well as "his behavior, tactics, and harassment towards me, which have left me feeling unsafe."

Lopez-Viado said Gutierrez "sent a man to my house to look for me, to my home, and gave my family a letter for the same email he originally sent me."

Gutierrez denied her accusations, saying the man was a licensed process

He said he sent Lopez-Viado an email on Sept. 3 questioning her ties to Mayor Wu, the Chinese American Association of West Covina, and a financial report from her own nonprofit, Film It West Covina, which he said turned in its financial records without supporting documents and after several missed deadlines.

Gutierrez also protested Lopez-Viado's assertions about a toy giveaway he organized as a planning commissioner.

Gutierrez said after Lopez-Viado was served the cease-and-desist letter, she came to City Hall, yelled at him while he was in the city manager's office and is now misrepresenting his actions as harassment.

In an email, Lopez-Viado said she would wait until Tuesday night's meeting to share her perspective.

At the meeting requesting the censure vote be put on the agenda, she said sending a process server to her home crossed a line.

"I want it on record that if anything should happen to me, my home, or my family, then we all know it's not an accident," she said.

The City Council, as a body, can express its opinion on the propriety of the actions of an individual councilmember, Mrakich said.

"While a public admonishment is an informal statement of the opinion of one or more Council members, a motion to censure is a formal statement of the opinion of the majority of the City Council," he said. "A censure is generally understood to be 'an official reprimand or condemnation; an authoritative expression of disapproval or blame.'"

On Sept. 10, Gutierrez filed a lawsuit in Los Angeles County Superior Court seeking a halt to the proposed censure. A hearing for that case is scheduled for Oct. 8.

Gutierrez said he has also filed complaints with the Internal Revenue Service and the California Attorney General's Registry of Charitable Trusts regarding discrepancies and allegedly false financial filings by nonprofits connected to Wu and Lopez-Viado.

Gutierrez has questioned the city spending $152,000 in the past two years on

"These investigations remain ongoing and underscore why retaliation against me now is especially dangerous," Gutierrez said. "If lawful oversight communications can be twisted into 'harassment,' then the taxpayers themselves lose their voice."

Wu, the mayor, said the censure vote will allow both Lopez-Viado and Gutierrez to be heard.

"Did she overreact or does she have a point? I'm waiting for Tuesday to see what will be presented," he said.

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ATTACHMENT 5

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

FW: Formal HR Complaint — Workplace Violence, Harassment, and Retaliation by Mayor Tony Tonghuai Wu

1 message

[redacted]@westcovina.org> Tue, Oct 21, 2025 at 12:33 PM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>
Cc: "kfox@buchalter.com" <kfox@buchalter.com>

As requested

[redacted]

From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Sunday, August 17, 2025 6:53 PM
To: [redacted]@westcovina.org>
Subject: Formal HR Complaint — Workplace Violence, Harassment, and Retaliation by Mayor Tony Tonghuai Wu
Importance: High

To: [redacted]

From: Councilmember Brian Gutierrez, District 1

Date: August 14, 2025

Confidentiality Notice: This complaint contains sensitive information relating to workplace safety, personnel matters, and potential criminal conduct. It is submitted for official HR/City use only. Please treat as confidential to the fullest extent permitted by law and City policy.

A. Summary of Complaint

I am filing a formal HR complaint regarding workplace violence, harassment, and retaliation by Mayor Tony Tonghuai Wu. These incidents form an escalating pattern since my June 2025 Council request and vote to audit CAAWC, a nonprofit founded by [redacted]. The conduct has occurred in public, closed session, and City events, and it threatens my safety, interferes with my ability to carry out my official duties, and creates a hostile work environment.

B. Factual Background (Chronological)

1. June 2025 — Protected Activity:
   I requested and voted for an audit of CAAWC, which receives approximately $130,000/year in City allocations while retaining all profits from City-sponsored events under Mayor Wu's orders. This matter is currently under review by the Los Angeles County District Attorney's Public Integrity Division.

2. Post-June 2025 — Verbal Intimidation:
   Following this vote, Mayor Wu repeatedly told me:
   - "Stop asking questions, be a good boy."
   - "Stop being a traitor."
     These remarks were delivered in a manner meant to discourage me from pursuing my oversight responsibilities.

3. August 8, 2025 — Public Threat at City Event:
   - Location: West Covina City Courtyard, 1444 W Garvey Ave S.
   - Time: Approximately 6:00 PM.
   - While speaking to Brad Manning, Acting City Manager Milan Mrakich, and [redacted], Mayor Wu said to [redacted]: "Sorry [redacted], some idiot requested your books."
   - I responded: "That idiot believes in transparency and other person does not believe in transparency."
   - Mayor Wu then yelled profanities ("F*** you, motherf****r!"), moved toward me in a threatening manner, and had to be physically restrained by Mr. Mrakich.
   - While restrained, he continued yelling profanities and made false criminal accusations.

4. Closed Session Incident —
   During a Council closed session, Mayor Wu aggressively banged a metal thermos on the table and yelled at me to "shut up, shut up", creating an intimidating and hostile environment during official, confidential proceedings.

5. Prior History of Threatening Conduct:
   Mayor Wu previously threatened to punch former [redacted], which shows a continuing pattern of aggression and disregard for workplace safety and has cost West Covina Tax payers millions in payout and lawsuits.

C. Why This Is an HR Matter

- Cal/OSHA Workplace Violence (Labor Code § 6401.9) — Requires employers to implement and enforce a Workplace Violence Prevention Plan.
- Labor Code § 6400 (General Duty) — Requires a safe and healthful workplace.

- Labor Code § 1102.5 (Anti-Retaliation) — Protects against retaliation for reporting or opposing misuse of public funds or other violations.
- Gov. Code § 12940(j) (FEHA) — Prohibits harassment by non-employees or elected officials in the work environment.
- Gov. Code § 54957.9 — Requires order to be maintained in meetings; disruption or intimidation in closed session is inconsistent with these requirements.
- City Policies — Anti-violence, anti-harassment, and respectful workplace policies apply to elected officials.

D. Requested HR Actions

1. Open a formal HR investigation using an independent investigator with public-sector experience.
2. Implement immediate safety measures, including:
    - A no-contact directive from Mayor Wu to me (except in structured, official settings with security present).
    - Enhanced security presence at Council meetings and City events.
    - A single designated point of contact for required communications.
3. Preserve evidence, including:
    - CCTV footage from August 8, 2025 (5:45–7:00 PM, City Courtyard).
    - All City communications, including emails and texts, relating to CAAWC, the audit, and myself since June 1, 2025.
4. Provide written assurance against retaliation.
5. Supply the name of the investigator, scope of review, and expected completion date.
6.

E. Why the City Is Obligated to Investigate

The City has both a legal duty and a policy duty to investigate these incidents:

- Cal/OSHA Workplace Violence Prevention Standard (Labor Code § 6401.9): Requires all employers, including public agencies, to maintain a workplace free from violence, implement a Workplace Violence Prevention Plan, and investigate all reports of violence or threats.
- General Duty Clause (Labor Code § 6400): Mandates that the City provide a safe and healthful workplace for all employees.
- California Fair Employment and Housing Act (Gov. Code § 12940(j)): Requires employers to take all reasonable steps to prevent harassment and investigate when complaints are made, even if the accused is an elected official.
- City Policies: The City's Respectful Workplace and Anti-Harassment Policies apply to all individuals in the workplace, including elected officials, and require prompt investigation of complaints.
- Legal Liability: Failure to investigate can expose the City to civil liability for negligent retention, hostile work environment, and failure to prevent retaliation or harassment.

F. Confidentiality & Legal Holds

This complaint is confidential under Gov. Code § 6254(f) and Evidence Code § 1040. A legal and HR hold should be implemented immediately on all potentially relevant records. Destruction or alteration of relevant evidence may violate Penal Code § 135.

G. Requested Confirmation

- Receipt of this complaint.
- Interim safety protocols in place.
- Investigator details and process outline.

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina
Cell: 1 (626) 740-4904



ATTACHMENT 6

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

FW: Immediate Suspension of Internal Investigations – Compliance with State and Federal Law

[redacted]@westcovina.org> Tue, Oct 21, 2025 at 2:30 PM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>
Cc: "kfox@buchalter.com" <kfox@buchalter.com>, [redacted]@westcovina.org>

Hello Kelly,

Please see the below email that was just forwarded by Councilmember Brian Gutierrez, please advise.

[redacted]

From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Tuesday, October 21, 2025 12:45 PM
To: [redacted]@westcovina.org>
Cc: [redacted]@westcovina.org>; Milan Mrakich <MMrakich@westcovina.org>; Olegario D. Cantos VII <ollie.cantos@westcovina.org>
Subject: Immediate Suspension of Internal Investigations – Compliance with State and Federal Law
Importance: High

[redacted],

This is a formal notice that I will not participate in, nor authorize, any internal investigation or interview that could interfere with or obstruct active criminal investigations currently being conducted by Law Enforcement Agency 1 and Law Enforcement Agency 2.

Both agencies have open and active inquiries involving matters within the City of West Covina. As you are aware, these types of criminal investigations are confidential, and law enforcement will not provide written clearance or authorization for any internal process to proceed in parallel. Proceeding with interviews or fact-finding at this stage would directly risk compromising or obstructing those investigations.

Under California Penal Code §§ 132, 134, 136.1, 148(a)(1), and 182, any person—including public employees, elected officials, or contractors—who knowingly interferes with or obstructs a criminal investigation, tampers with evidence, or intimidates witnesses can be subject to criminal prosecution. Likewise, Government Code §§ 1090, 8314, 1222, and Penal Code §135 prohibit the misuse or concealment of public resources, documents, or authority in ways that could influence, alter, or suppress a criminal inquiry.

Given these restrictions, the City's internal investigations being conducted through Gemelli Employment Law and Plante & Moran, PLLC must be immediately paused until the completion of the active criminal investigations by Law Enforcement Agency 1 and 2. Continuing such activity may constitute:

- Obstruction of justice (Penal Code § 134),
- Witness intimidation or retaliation (Penal Code § 136.1), and
- Misuse of taxpayer funds to influence ongoing criminal investigations (Gov. Code § 8314).

Failure to comply could expose City personnel or contractors to personal civil and criminal liability. This notice is made to ensure that all City actions remain consistent with the law and do not interfere with lawful criminal investigations.

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina

From: [redacted]@westcovina.org>
Sent: Tuesday, October 21, 2025 11:58:43 AM
To: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Cc: [redacted]@westcovina.org>
Subject: Notice of Confidential Investigation

Hello Councilmember Brian Gutierrez,

You have been identified as a witness in a confidential investigation being conducted by the City of West Covina. Your cooperation in the investigative process is requested and appreciated.

Please review the attached notice. The next steps will be provided in a follow-up email introducing you to the investigator handling this matter. Should you have any questions or need clarification, please feel free to contact me directly.

Thank you for your cooperation.

Best regards,

[redacted]



ATTACHMENT 7

Gmail Kelly Gemelli <kelly@gemelliemploymentlaw.com>

IMMEDIATE ACTION REQUIRED — Unlawful Expansion of Investigation / Direction to Cease

Brian Gutierrez <Brian.Gutierrez@westcovina.org> Sat, Nov 8, 2025 at 8:23 AM
To: Kelly Gemelli <kelly@gemelliemploymentlaw.com>, [redacted]@westcovina.org>, Milan Mrakich <MMrakich@westcovina.org>

Confidential – Exempt from Public Disclosure
(Gov. Code §§ 6254(f), 6254(k))
This correspondence involves personnel, investigative, and potential law-enforcement matters and is not for public release or external distribution.

Dear Ms. Gemelli,
cc: Milan Mrakich, Acting City Manager | [redacted] | Jones & Mayer, City Attorney (of Record – Notice Only)

1. Immediate Directive to HR Director and Acting City Manager

I am formally calling on [redacted] and Acting City Manager Milan Mrakich to immediately instruct Ms. Kelly Gemelli to stop and remove from her work plan any portion of this investigation that exceeds the public scope authorized by the City Council.

This investigation has strayed far beyond what the record reflects. The Council's action of September 16, 2025 authorized only an inquiry into the respective HR complaints filed by Mayor Pro Tem Letty Lopez-Viado and myself, including the allegation that I sent a "man" to her residence—an allegation already disproven by body-camera footage from a licensed process server.

Nothing in that motion empowered Ms. Gemelli to reopen unrelated issues, investigate third-party narratives, or probe matters already subject to separate administrative or criminal review.

2. Ms. Gemelli's Expansion Has No Legal or Procedural Basis

Your recent explanation, Ms. Gemelli, has no bearing in law or fact. The City Council never granted you the authority to investigate every interaction between Councilmembers, nor to reinterpret my protected HR complaint against Mayor Wu. Your attempt to expand into unrelated issues demonstrates bias, bad-faith performance, and an effort to dilute or manipulate the outcome of a narrowly defined assignment.

You were engaged to review two HR complaints—mine and Ms. Lopez-Viado's—not to reinvent the scope, frame new allegations, or craft a politically driven report. Any continued action outside that boundary constitutes misuse of public funds under Gov. Code § 8314 and a violation of West Covina Municipal Code § 2-52, which vests investigative direction exclusively with the City Manager, not an outside contractor.

3. Bias and Fabrication

It is apparent that the expansion of your scope occurs only because the original facts disprove the claims against me. Expanding into unrelated areas to justify your engagement is fabrication of scope and will be treated as such. Your work must be limited to the two HR filings and the events publicly discussed at the September 10 meeting—no further.

---

4. Directive to Halt and Correct

Accordingly, I am demanding that:

1. [redacted] immediately issue written instruction directing Ms. Gemelli to suspend all out-of-scope work and redact or remove from any draft report all material not tied to the authorized HR complaints.

2. Milan Mrakich exercise his authority under Municipal Code § 2-52 to ensure the City's contractors act only within authorized parameters and that no additional payments are processed for unapproved work.

3. All communications, notes, and draft materials relating to this unauthorized expansion be preserved for potential administrative and judicial review.

---

5. Final Notice

Ms. Gemelli—this is a final notice to cease further expansion and adhere strictly to the authorized scope. Continuing to fabricate or exceed that scope will be treated as misconduct and bias reporting and may subject you and your firm to legal action and administrative complaint.

The City's leadership is now formally on notice to end this outside-scope work immediately.

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina

From: Kelly Gemelli <kelly@gemelliemploymentlaw.com>
Sent: Saturday, November 8, 2025 9:55:26 AM
To: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Cc: [redacted]@westcovina.org>; Milan Mrakich <MMrakich@westcovina.org>
Subject: Re: Confirmation of investigative scope;

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Council Member Gutierrez,

Thank you for your email. I want to ensure you understand my role in this matter is as an independent, third party investigator. I am neither your attorney, nor the City of West Covina's attorney. I have been hired for the sole purpose of investigating the concerns that have been raised. Concerns raised by you, as well as concerns raised about you. Since I am not your attorney, please be aware your communications with me are NOT subject to attorney-client or work-product privileges.

The reason I want to ask you questions about your interactions with Mayor Wu is because you filed a complaint with Human Resources alleging Mayor Wu engaged in "harassing" and "retaliatory" conduct towards you. I want to fully understand the basis for your concerns, as well as the actions you took in response.

As part of Mayor Pro Tem Letty Lopez-Viado's concerns, she reported you engage in a "pattern of conduct," in which you send cease and desist letters, threaten litigation, and report individuals to various law enforcement and administrative agencies, including the District Attorney's office, the FBI, and the Fair Political Practices Committee. She believes you engage in this conduct with the "intent of silencing" others. I understand this formed the basis for the request to "censure" you, which is within the purview of my scope.

It is my job to investigate her concerns, as well as the concerns you have raised. Therefore, the concerns you have raised about Mayor Wu, as well as the concerns Mayor Wu has raised about you, are relevant to investigating yours and Mayor Pro Tem Lopez-Viado's concerns. While I make factual findings, I do not make legal findings or determinations involving criminal charges.

I am providing you advance notice in an ongoing effort to [redacted] and provide you an equal opportunity to respond to the concerns that have been raised about you.

If you do not wish to respond to any of my questions, you can state the reasons for your objections, which I will note in my report. I will move on to the next question.

If any government agency has instructed you not to talk about any particular matter(s), please provide those communications to me for my consideration.

Please let me know if you would like to move forward with scheduling your investigative interview on Monday, November 10th at 5 pm (Central time). If so, I will send you a separate email with a confidential Zoom link. I look forward to speaking with you. Thank you.

Kelly D. Gemelli
Employment Attorney I Workplace Investigator

p: (858) 735-2568
e: kelly@gemelliemploymentlaw.com

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On Fri, Nov 7, 2025 at 10:03 AM Brian Gutierrez <Brian.Gutierrez@westcovina.org> wrote:

> **Confidential — City investigation work product / pending-investigation material**
> **This correspondence concerns attorney-directed investigatory communications intertwined with pending criminal inquiries. It is submitted for official City purposes only and is not intended for public disclosure. To the extent applicable, it is exempt under the California Public Records Act (including, without limitation, Gov. Code § 6254(f), § 6254(k)) and protected by related privileges and privacy statutes.**
>
> Dear Ms. Gemelli,
>
> This is formal notice that the subjects you identified—specifically **Item 2, Item 4**, and **Item 5**—extend beyond your authorized remit and intrude upon **active criminal inquiries** being handled by **Law-Enforcement Agency 1** and **Law-Enforcement Agency 2**. You must immediately confine your work to the **lawfully authorized scope** and **cease** any activity that would duplicate or interfere with those criminal matters.
>
> **1) Items 2 & 4: overreach into active criminal inquiries**

- Items **(2)** and **(4)** involve fact patterns within ongoing criminal inquiries. Attempting to develop parallel statements or findings risks tainting witnesses and undermining official investigations.

- While CPRA § 6254(f) applies to law-enforcement agencies, the City and its contractors must not operate shadow criminal probes or elicit statements about matters under active review by sworn investigators.

Recommending: Pause all work touching Items **2** and **4** unless and until you receive **written, scope-specific direction** from the **Acting City Manager** or HR Director that expressly excludes areas within pending criminal inquiries. Do **not** solicit documents or statements from me or others on those topics.

2) Scope control: Administered by Acting City Manager/HR Director; no post-hoc "serial" scoping

- Under our City's structure, **administration and direction of City investigations flow through the City Manager's office,** not through post-vote, one-by-one Councilmember "scoping."

- The **Brown Act** prohibits "serial meetings" to develop consensus outside a noticed meeting (Gov. Code § 54952.2(b)). An outside investigator cannot be used as a conduit to assemble a rolling scope after the fact.

Recommending: Please transmit to me, **Milan Mrakich (Acting City Manager),** and [redacted] the **exact written scope** you're using and identify who approved it and when. **Milan and** [redacted] **will review and confirm the proper scope in writing.** I will proceed with an interview **only after** their written scope confirmation and only on in-scope topics.

3) Item 5 ("any other concerns…") is vague, overbroad, and unauthorized

- The catch-all nature of **Item 5** invites ad-hoc expansion beyond what the Council publicly authorized and what the Acting City Manager may administratively define. Workplace investigations must be **specific and neutral,** not open-ended probes into political disputes or matters already within criminal or regulatory jurisdiction.

Recommending: Strike **Item 5** as written.

4) Cooperation within lawful scope; preservation

- I will cooperate on **properly scoped** issues (the HR-noticed matters that were actually authorized), but will **not** answer questions on Items **2, 4,** or **5** as currently framed.

- Please preserve all scoping communications (emails, texts, calendars) with any City official/Councilmember. My refusal to address out-of-scope or criminal-matter questions is not non-cooperation.

5) Next steps

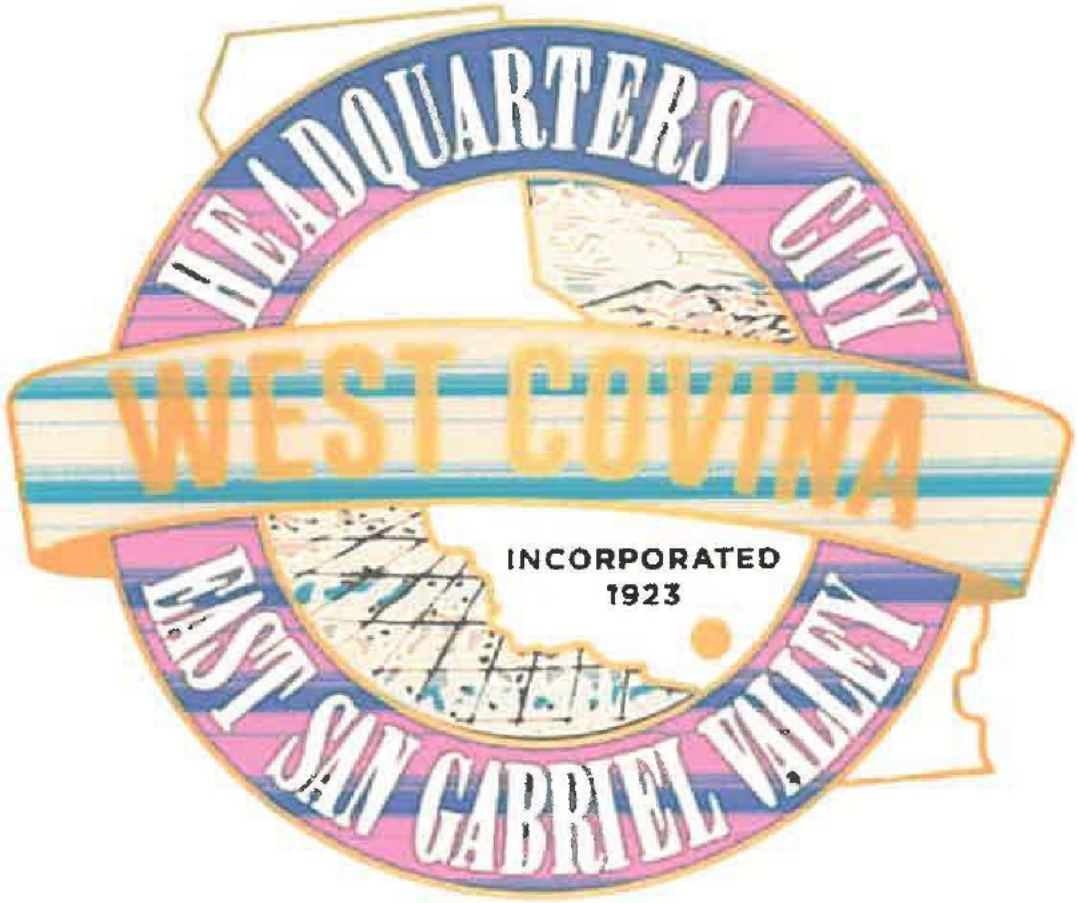
1. Send your current written scope to **Milan** and [redacted] and me.

2. Await **Milan or** [redacted] **written scope confirmation/correction.**

3. Once confirmed and narrowed to exclude criminal-inquiry topics and vague catch-alls, we can schedule my interview on the **in-scope** items.

West Covina taxpayers are entitled to an investigation that respects the **Brown Act**, avoids encroaching on **criminal inquiries**, and adheres to the City's **manager-administered** structure. Please adjust immediately and route all scope clarifications through **Milan Mrakich** and [redacted] for written confirmation before proceeding.

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina



From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Thursday, November 6, 2025 3:53:45 PM
To: Kelly Gemelli <kelly@gemelliemploymentlaw.com>; Milan Mrakich <MMrakich@westcovina.org>
Subject: Re: Confidential Workplace Investigation, City of West Covina, Follow up Request for Investigative Interview including scope

Hi Kelly…Monday,anytime at or after 5pm central

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina



From: Kelly Gemelli <kelly@gemelliemploymentlaw.com>
Sent: Thursday, November 6, 2025 3:46:20 PM
To: Brian Gutierrez <Brian.Gutierrez@westcovina.org>; Milan Mrakich <MMrakich@westcovina.org>
Subject: Re: Confidential Workplace Investigation, City of West Covina, Follow up Request for Investigative Interview including scope

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Brian,

I'm sorry I was not available last night as I was traveling. Would you be available on Monday 11/10 or Wednesday 11/12? [redacted] many of my questions will be based upon your responses. To ensure I fully understand your concerns, as well as accurately capture the information you provide to me, I will ask follow up questions that I won't know until your interview begins. I can confirm the focus of my questions will center around the following:

1) your complaint filed with Human Resources on or about September 3, 2025, including the cease and desist letter you sent to Mayor Pro Tem Letty Lopez-Viado on September 3, 2025, in which you said she engaged in "harassing" and "retaliatory" conduct. I will ask you to help me understand what happened to make you feel this way. I will also ask you for all evidence you have in support of your concerns, whether it's photos, videos, or documents.

2) your complaint filed with Human Resources on August 14, 2025 about Mayor Tony Wu, as well as your cease and desist letter you sent him on August 17, 2025 in which you alleged he engaged in "harassment," "retaliation," and "intimidation". I will ask you to help me understand what happened to make you feel this way. I will also ask you for all evidence you have in support of your concerns, whether it's photos, videos, or documents.

,
3) your response to Mayor Pro Tem Letty Lopez-Viado's complaint that you engaged in "harassing" and "retaliatory" conduct. This includes, but is not limited to, sending her a cease and desist letter, including the contents of that letter,

and having her personally served at her residence. Again, I will ask you for all evidence you have or are aware of that she engaged in misconduct, or made false statements.

4) your response to Mayor Wu's August 18th email in which he raised concerns that you "harassed" and "threatened" him, including all evidence you have or are aware of that he engaged in misconduct, or made false statements.

5) any other concerns or complaints you feel are relevant or important for me to better understand the ongoing conflict amongst the City Councilmembers.

I hope this provides you with a roadmap for your investigative interview. Please let me know when you are available to schedule your interview and I will send you a confidential Zoom link.Thank you.

Kelly D. Gemelli
Employment Attorney I Workplace Investigator

p: (858) 735-2568
e: kelly@gemelliemploymentlaw.com

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www.gemelliemploymentlaw.com

On Wed, Nov 5, 2025 at 3:27 PM Brian Gutierrez <Brian.Gutierrez@westcovina.org> wrote:

> Hi Kelly,
>
> I wanted to let you know that I am now on Central Time and am available for communication any time after 5:00 p.m. Central.
>
> [redacted] I would appreciate it if you could please provide any questions in writing so that I can respond both in writing and verbally.
>
> To confirm in writing, will your investigation cover only (1) the HR complaint I initially filed and (2) the counter--HR complaint filed by Lopez Viado, which she discussed during the Special Council meeting on September 10, 2025?

From: Kelly Gemelli <kelly@gemelliemploymentlaw.com>
Sent: Tuesday, November 4, 2025 10:42:16 AM
To: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Cc: Milan Mrakich <MMrakich@westcovina.org>
Subject: Re: Confidential Workplace Investigation, City of West Covina, Follow up Request for Investigative Interview

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Councilmember Gutierrez,

Thank you for your call this morning. Unfortunately, I am no longer available to meet today. Tomorrow, my calendar is also full. Please let me know your availability the rest of this week, and also the first of next week. Once we find a mutually convenient time to speak, I will send you a confidential Zoom link. Thank you.

Kelly D. Gemelli

Employment Attorney I Workplace Investigator

p: (858) 735-2568
e: kelly@gemelliemploymentlaw.com

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On Mon, Nov 3, 2025 at 3:26 PM Brian Gutierrez <Brian.Gutierrez@westcovina.org> wrote:

> Video provided by process server.

ATTACHMENT 8

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Formal Response to Your Inquiry – Scope Limitation & Confidentiality Notice

Kelly Gemelli <kelly@gemelliemploymentlaw.com> Tue, Nov 25, 2025 at 1:48 PM
To: Brian Gutierrez <briangutierrez1990@gmail.com>
Cc: Milan Mrakich <mmrakich@westcovina.org>, [redacted]@westcovina.org>

Councilmember Gutierrez,

In response to your concerns, please see attached the most recent correspondence from the Los Angeles District Attorney's Office, dated November 24, 2025. In the email exchange, the Head Deputy of the Public Integrity Division states "our advice is to proceed with actions that you and your team deem appropriate without consideration to the possible existence of any investigation."

I previously assured you that I do not intend to inquire about criminal matters. I intend to ask you questions about your complaints filed with Human Resources alleging that Mayor Pro Tem Letty Lopez-Viado and Mayor Wu engaged in "harassing" and "retaliatory" conduct. I also intend to ask you about their concerns that you engaged in "harassing" and "retaliatory" conduct.

In your email below, you indicate you *do not consent* to be recorded during your investigative interview. I have been recording all interviews to ensure we have a clear record of questions and responses. Should you not wish to be recorded, your request will be noted in my report. Finally, I want to remind you that since I am a neutral third party investigator, and not your attorney, your communications with me are neither privileged, nor confidential.

Please get back to me with your availability next week so that we can find a mutually convenient time to schedule your investigative interview. I look forward to speaking with you. Thank you.

Kelly D. Gemelli
Employment Attorney I Workplace Investigator

p: (858) 735-2568
e: kelly@gemelliemploymentlaw.com

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[Quoted text hidden]

11 24 2025 correspondence from LA Dist Attorneys Office.pdf
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Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

FW: City of West Covina [IMAN-BUCHALTER.FID5520244]

Fox, Kathryn B. <kfox@buchalter.com> Mon, Nov 24, 2025 at 4:12 PM
To: Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Dear Kelly,

Please see the correspondence below with the LA District Attorney's Office.

Katie

Buchalter

Kathryn B. Fox she/her/hers
Shareholder
T (619) 219-5371
kfox@buchalter.com

655 W. Broadway, Suite 1600
San Diego, CA 92101
www.buchalter.com | Bio

From: O'Connell, Thomas M. <toconnell@buchalter.com>
Sent: Monday, November 24, 2025 4:12 PM
To: Marc Beaart <MBeaart@da.lacounty.gov>
Cc: Fox, Kathryn B. <kfox@buchalter.com>
Subject: RE: City of West Covina

Thank you sir. We will proceed accordingly.

Thomas M. O'Connell he/him/his
Shareholder
San Diego Office
T (619) 219-6330
C (442) 285-9802

From: Marc Beaart <MBeaart@da.lacounty.gov>
Sent: Monday, November 24, 2025 4:11 PM
To: O'Connell, Thomas M. <toconnell@buchalter.com>
Cc: Fox, Kathryn B. <kfox@buchalter.com>
Subject: RE: City of West Covina [IMAN-BUCHALTER.FID5520244]

This message has originated from an **External Email**. mbeaart@da.lacounty.gov <mbeaart@da.lacounty.gov>:

Hello Thomas O'Connell, Esq.,

As a matter of policy, the Public Integrity Division does not discuss the status of any pending or non-pending reviews and/or investigations. We only reveal the existence of investigations upon either the formal filing of criminal charges or the closure of our investigation.

Our advice is to proceed with actions that you and your team deem appropriate without consideration to the possible existence of any investigation.

Have a good evening,

Marc Beaart

Head Deputy

Public Integrity Division

Los Angeles District Attorney's Office

From: O'Connell, Thomas M. <toconnell@buchalter.com>
Sent: Monday, November 24, 2025 2:29 PM
To: Marc Beaart <MBeaart@da.lacounty.gov>
Cc: Fox, Kathryn B. <kfox@buchalter.com>
Subject: RE: City of West Covina [IMAN-BUCHALTER.FID5520244]

You don't often get email from toconnell@buchalter.com. Learn why this is important

Mr. Beaart,

I write to follow up on the below email. We have been asked to follow up to confirm that law enforcement has not initiated an investigation that would prevent the City of conducting an independent investigation. Please let us know at your earliest possible convenience so we may inform the appropriate parties. Thank you.

Tom

Buchalter

Thomas M. O'Connell
he/him/his
Shareholder

T (619) 219-6330
C (442) 285-9802

toconnell@buchalter.com

655 W. Broadway,
Suite 1600
San Diego, CA 92101

www.buchalter.com

From: Marc Beaart <MBeaart@da.lacounty.gov>
Sent: Thursday, September 18, 2025 5:16 PM
To: O'Connell, Thomas M. <toconnell@buchalter.com>
Subject: City of West Covina

This message has originated from an **External Email**. mbeaart@da.lacounty.gov <mbeaart@da.lacounty.gov>:

Hello Thomas O'Connell, Esq.,

Currently, we are reviewing the City of West Covina matter – it has not reached the investigation level.

Feel free to run an independent investigation – no need to confer and/or update with us.

Have a good evening,

Marc

Marc Beaart

Head Deputy

Political Integrity Division

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Notice To Recipient: This e-mail is meant for only the intended recipient of the transmission, and may be a communication privileged by law. If you received this e-mail in error, any review, use, dissemination, distribution, or copying of this e-mail is strictly prohibited. Please notify us immediately of the error by return e-mail and please delete this message and any and all duplicates of this message from your system. Thank you in advance for your cooperation. For additional policies governing this e-mail, please see http://www.buchalter.com/about/firm-policies/.

ATTACHMENT 9

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Formal Response to Your Inquiry – Scope Limitation & Confidentiality Notice

Brian Gutierrez <briangutierrez1990@gmail.com> Tue, Nov 25, 2025 at 2:40 PM
To: Kelly Gemelli <kelly@gemelliemploymentlaw.com>
Cc: Milan Mrakich <mmrakich@westcovina.org>, [redacted]@westcovina.org>,
"mbeaart@da.lacounty.gov" <mbeaart@da.lacounty.gov>

Dear Ms. Gemelli,

I am responding to your most recent email.

First, I want to be clear:

I have not refused to cooperate with your investigation. I am simply establishing appropriate legal and professional boundaries regarding its scope.

As previously stated, I will not answer any questions—directly or indirectly—regarding:

- Whether I have communicated with law enforcement,
- Whether I provided information to any outside agency, or
- Whether any investigations exist, past or present.

These matters are not within your authority as a third-party workplace investigator and fall under the jurisdiction of external law-enforcement agencies. I neither confirm nor deny anything related to those areas.

I will cooperate with your investigation as it relates solely and strictly to my Human Resources complaint alleging workplace harassment and retaliation. That includes events, interactions, and conduct I personally experienced or observed within the course of City business.

I also do not consent to being recorded. There is no legal requirement that I agree to recording, and my refusal is not obstruction. It is based on safety and confidentiality concerns.

Please note my refusal only as a safety-based decision, not as a lack of cooperation.

While I understand your position as a neutral investigator, questions or references to any "history" involving outside agencies are inappropriate and raise serious personal safety concerns. I expect these boundaries to be respected and not mischaracterized in your report.

I will participate in an interview provided:

1. The questioning remains within the HR scope defined above.
2. The interview is not recorded.

3. No questions are asked relating to law enforcement matters.

Please confirm that you will respect these conditions before scheduling.

Respectfully,

Brian Gutierrez

Councilmember

City of West Covina

On Tue, Nov 25, 2025 at 1:48 PM Kelly Gemelli <kelly@gemelliemploymentlaw.com> wrote:

Councilmember Gutierrez,

In response to your concerns, please see attached the most recent correspondence from the Los Angeles District Attorney's Office, dated November 24, 2025. In the email exchange, the Head Deputy of the Public Integrity Division states "our advice is to proceed with actions that you and your team deem appropriate without consideration to the possible existence of any investigation."

I previously assured you that I do not intend to inquire about criminal matters. I intend to ask you questions about your complaints filed with Human Resources alleging that Mayor Pro Tem Letty Lopez-Viado and Mayor Wu engaged in "harassing" and "retaliatory" conduct. I also intend to ask you about their concerns that you engaged in "harassing" and "retaliatory" conduct.

In your email below, you indicate you *do not consent* to be recorded during your investigative interview. I have been recording all interviews to ensure we have a clear record of questions and responses. Should you not wish to be recorded, your request will be noted in my report. Finally, I want to remind you that since I am a neutral third party investigator, and not your attorney, your communications with me are neither privileged, nor confidential.

Please get back to me with your availability next week so that we can find a mutually convenient time to schedule your investigative interview. I look forward to speaking with you. Thank you.

Kelly D. Gemelli
Employment Attorney I Workplace Investigator

p: (858) 735-2568
e: kelly@gemelliemploymentlaw.com

GEMELLI
EMPLOYMENT LAW

www.gemelliemploymentlaw.com

On Fri, Nov 21, 2025 at 8:39 PM Brian Gutierrez <briangutierrez1990@gmail.com> wrote:

FINAL EMAIL:

Dear Kelly,

I am responding to your email dated November 8, 2025 at 7:56 PM, in which you stated:

> "The reason I want to ask you questions about your interactions with Mayor Wu is because you filed a complaint with Human Resources alleging Mayor Wu engaged in 'harassing' and 'retaliatory' conduct towards you."
>
> "...a pattern of conduct, in which you send cease and desist letters, threaten litigation, and report individuals to various law enforcement and administrative agencies..."

I need to be clear and direct.

1. Law-Enforcement Matters Are Outside Your Scope

I will not answer any questions, directly or indirectly, regarding:

- Whether I have communicated with any law enforcement agency
- Whether I provided information to any outside agency
- Whether any matters are "active," "inactive," or otherwise
- Any past or present interactions with federal or state investigators

These issues are not within your authority and are not subject to internal HR or third-party investigative review.

You are not a law enforcement officer, and you are not authorized to interrogate, infer, or request information related to that subject matter.

You may not frame these inquiries indirectly by referencing a "history" of reporting or implying investigative activity. (del)

I will neither confirm nor deny anything.

2. Your Questions Create Safety Concerns

Your reference to a supposed "history" of reporting individuals to outside agencies raises legitimate safety and professional concerns.

You are not entitled to that information, and discussing or including such subject matter in any report creates unnecessary risk.(del)

This is not a matter of convenience — it is a matter of personal safety and legal boundaries.

3. Scope of My Cooperation

I will respond only to questions strictly limited to:

- The specific Human Resources complaint I filed
- The allegations directly related to that complaint
- Events I personally experienced within the municipal workplace context

  -I do not consent to be recorded

Anything beyond that crosses into territory that is not within your legal or ethical scope.

4. Confidentiality & Use Restriction

This communication contains sensitive information and is provided solely for the purpose of clarifying professional boundaries.

You are not authorized to:

- Quote this email in any report outside of its limited HR context

- Disclose this correspondence to individuals not directly involved in the matter under legal obligation
- Use or interpret this email as consent to broader questioning

This email is being copied to specific parties solely for documentation and safety awareness purposes as I have a fear for my life in a unrelated matter.

They are not required to respond, participate, or be referenced in any report.I will not include them again on future emails.

5. Professional Expectation

You stated that my position "ties your hands."

In reality, it establishes proper boundaries.

I am cooperating within the limits of the law and my personal safety.

I expect you, as a licensed attorney, to respect those boundaries, whether convenient or not.

I am not seeking to argue, justify, or debate.

I am requesting that you proceed appropriately and within legal restrictions. If you need to schedule an appointment with me you may do so by emailing my city email directly.

Respectfully,

Brian Gutierrez

Councilmember

City of West Covina

Confidentiality Disclaimer

Confidential Communication Notice:
This email contains information of a sensitive and potentially protected nature. It is intended solely for the individual(s) addressed and for the limited purpose stated herein. Unauthorized review, disclosure, dissemination, copying, or use is strictly prohibited. No portion of this email may be included in investigative reports or distributed beyond its intended legal or administrative scope without written authorization.

ATTACHMENT 10

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Fw: Concerns Regarding Presentation Scheduling and Bidding Process Integrity

Letty Lopez-Viado <LLopez-Viado@westcovina.org> Sun, Nov 9, 2025 at 12:18 AM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>

Hi Kelly,

The Mayor has told Gutierrez to "refrain from using threatening language toward our city staff. Treat everyone with respect — be polite, be nice, and be friendly." Below is the email Gutierrez sends to staff [redacted], who left the City because of Gutierrez. He threatens [redacted] See his email below, which was also included in my censure presentation.

Thank you,
Letty

From: Mayor Tony Wu <wuforwestcovina@gmail.com>
Sent: Wednesday, June 4, 2025 6:06 AM
To: Letty Lopez-Viado <LLopez-Viado@westcovina.org>; Olegario D. Cantos VII <ollie.cantos@westcovina.org>; Rosario Diaz <Rosario.Diaz@westcovina.org>
Subject: Fwd: Concerns Regarding Presentation Scheduling and Bidding Process Integrity

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

For your information.

Tony Wu

Sent from my iPad

Begin forwarded message:

> **From:** Mayor Tony Wu <wuforwestcovina@gmail.com>
> **Date:** June 4, 2025 at 6:02:12 AM PDT
> **To:** Brian Gutierrez <Brian.Gutierrez@westcovina.org>
> **Cc:** [redacted]@westcovina.org>, Milan Mrakich <MMrakich@westcovina.org>, [redacted]@westcovina.org>, [redacted]@westcovina.org>, "Thomas P. Duarte" <tpd@jones-mayer.com>, Richard Jones <rdj@jones-mayer.com>, Tony Wu <Tony.Wu@westcovina.org>, [redacted]@westcovina.org>
> **Subject: Re: Concerns Regarding Presentation Scheduling and Bidding Process Integrity**
>
> Hi Brian,
>
> We have five elected city council members — you are one of them, and each member has one vote and their own opinions. If you have concerns about any illegal activity or potential corruption, please report them to the appropriate authorities, such as your friends at the FBI or the District Attorney's office.
>
> I have reminded you multiple times: please refrain from using threatening language toward our city staff. Treat everyone with respect — be polite, be nice, and be friendly.
>
> Have a great time enjoying the World Cup at Germany!

Tony Wu
Mayor
West Covina

Sent from my iPad

On Jun 4, 2025, at 4:32 AM, Brian Gutierrez <Brian.Gutierrez@westcovina.org> wrote:

Dear Milan and [redacted],

I hope this message finds you well.

It was my understanding that [redacted] would be delivering the recent presentation, given [redacted] oversight of the Building Division. However, I noticed that TransTech was again selected to present on a day I happened to be out. This marks their third presentation in recent weeks, which raises serious concerns about the appearance of favoritism toward a single vendor.

Given TransTech's active involvement in a current bidding process, providing them repeated visibility could create an unfair advantage and undermine the integrity of the competitive process. As you both know, maintaining transparency and equity is not only a best practice but a legal and ethical obligation in public procurement.

As an elected official, it is both my right and duty—by the authority vested in me by the voters who placed their trust in my office—to bring these concerns forward. Doing so fully complies with federal law and aligns with our shared responsibility to uphold public trust.

Please also be advised that I reserve the right to elevate this matter to the appropriate authorities, including Los Angeles County District Attorney Nathan Hochman and the FBI Public Integrity Unit, with whom I maintain a professional relationship, should circumstances warrant further review.

I trust that you will treat this issue with the seriousness it deserves. Thank you for your attention and for your continued commitment

to integrity in public service.

Best regards,

Brian Gutierrez

Councilmember, 1st District
City of West Covina
<Image.jpeg>

From: [redacted]@westcovina.org>
Sent: Tuesday, June 3, 2025 5:12:13 AM
To: Tony Wu <Tony.Wu@westcovina.org>; Olegario D. Cantos VII <ollie.cantos@westcovina.org>; Brian Gutierrez <Brian.Gutierrez@westcovina.org>; Rosario Diaz <Rosario.Diaz@westcovina.org>; Letty Lopez-Viado <LLopez-Viado@westcovina.org>
Cc: Milan Mrakich <MMrakich@westcovina.org>; [redacted]@westcovina.org>; [redacted]@westcovina.org>
Subject: June 3rd City Council Meeting Presentation - Building Division Community Update and Milestones

Good Evening Mayor and City Councilmembers,
On behalf of Acting City Manager Milan Mrakich, I am sending a copy of the Building Division presentation for tomorrow's (June 3, 2025) City Council meeting.

Please let me know if you have any questions or concerns, or if you are having trouble opening the document.

Sincerely
[redacted]

[redacted]

City Hall Business Hours:

Monday-Thursday 7:30 AM-5:30 PM

<Outlook-LogoDesc.png>

ATTACHMENT 11

PRESS RELEASE

1444 W Garvey Avenue • West Covina • CA 91790 • Phone (626) 939-8401

For Immediate Release
November 21, 2023

Contact: [redacted]

City of West Covina to Host Largest Toy Giveaway in the San Gabriel Valley

WEST COVINA, CA, November 21, 2023 –The City of West Covina, Film It West Covina, and Humilde House of Charities will host a Centennial Toy Giveaway on Sunday, December 3, 2023.

The Toy Giveaway is a drive-through event and will take place at 1444 Garvey Avenue South, in the City of West Covina. The event will begin at 10:00 a.m. and will feature live radio broadcasts from 97.9 La Raza and Mega 96.3. $100,000 worth of Mattel toys will be provided to children during the largest toy giveaway event in the San Gabriel Valley.

Through collaboration by Councilwoman Letty Lopez-Viado and Brian Gutierrez West Covina's Planning Commission Chair, the City of West Covina is partnering with Humilde House of Charities, Film It West Covina, Envision Motors, SBS Spanish Broadcasting, Mattel Toys, Singer Realty Group, Rancho Humilde Music Group. The event will also have special appearances by [redacted], [redacted], [redacted], [redacted], [redacted], and [redacted].

"We are honored that the City of West Covina was selected to host this event," said Centennial Mayor Rosario Diaz, "partnering on this toy giveaway will bring joy to the children of our community."

"We, Film It West Covina, are excited to partner with the City on this worthwhile event bringing smiles to children in West Covina and surrounding region" stated Film It Board Member/City Councilwoman Letty Lopez-Viado

"As Chair of the Planning Commission of West Covina, it gives me great honor to unite businesses together to give back to children in need," said Brian Gutierrez, "The impossible is always possible."

Individuals are asked to safely drive southbound on Sunset Avenue to access the Toy Giveaway. The que will open at 9:00 a.m. and can be entered from W. Garvey Avenue N. at Sunset Avenue. Children must be present in the car for this drive-through event in order to receive a toy. Walkups will be turned away. Toys will be distributed on a first-come, first-served basis while supplies last.

###

ATTACHMENT 12

Fw: Accountability, Conflicts of Interest, and False Allegations

Brian Gutierrez
Letty Lopez-Viado
Wed, Sep 3, 2025, 9:00 AM

Dear Mrs. Lopez Viado,

At yesterday's Council meeting, you publicly defended the Chinese American Association of West Covina (CAAWC) despite their repeated failure to comply with the City Council's June 17, 2025 directive to provide financial records. This is deeply troubling given that CAAWC presented numbers that do not match their IRS filings. In plain terms, falsified numbers were placed before the Council, and rather than fulfilling your duty under the law to question this, you disregarded it.

Equally concerning is the timing of your own nonprofit's compliance. Film-It West Covina only turned in its records this past Monday, September 1, 2025 — on a holiday — after multiple missed deadlines. Based on the pattern I have observed, this late compliance appears to have occurred only after Mayor Wu gave you permission, following his prior instructions to resist. If true, this demonstrates undue influence and raises serious questions about your independence.

Your financial ties to CAAWC further compound the problem:

- Film-It West Covina has accepted thousands of dollars from CAAWC.
- Your campaign has accepted hundreds of dollars from CAAWC members.

By defending CAAWC while benefitting from their money, you have created a clear appearance of a conflict of interest. Under the Political Reform Act (Gov. Code § 87100), no public official may make or attempt to influence decisions in which they have a financial interest. Your actions risk violating both the letter and spirit of that law.

Meanwhile, Mayor Wu has repeatedly referred to you as his "puppet," boasting that he "made you win" and "raised all of your campaign money." Sadly, your actions at Council only reinforced that label. This is a disgrace to the people who elected you and entrusted you to serve taxpayers, not to serve as an extension of another elected official's will.

I must also address your false remarks about the toy giveaway event. You insinuated I wasted taxpayer money by helping bring community partners together to distribute more than 100,000 toys. That allegation makes no sense: at the time, I was serving as a Planning Commissioner, not a Councilmember, and had no authority to direct the City Manager or allocate taxpayer resources. You were the Councilmember in charge of planning the event.

The facts speak for themselves:

- The event included a Los Angeles County Sheriff's Department flyover.
- Over 20,000 toys went directly to Police and Fire for community distribution.
- The City closed down a street not to profit, but to give toys back to families in need.

Unlike your nonprofit, which has received taxpayer money, and unlike CAAWC, which has received over $152,000 in taxpayer resources, this event was purely for the community. To mischaracterize it as wasteful while excusing the misuse of taxpayer dollars by nonprofits tied to you and Mayor Wu is slanderous.

Transtech and Conflicts of Interest

I must also raise your past defense of Transtech, despite serious red flags. [redacted], working with [redacted], engaged in questionable conduct by removing voting members who scored Transtech low during the procurement process. This manipulation allowed Transtech to advance in Round 2 and ultimately win the contract.

What further raises concern is Transtech's relationship to your nonprofit. Public information indicates Transtech has provided support to Film-It West Covina, including donating iPads for a raffle. As a sitting Councilmember, soliciting or accepting donations from a current city contractor raises significant conflict-of-interest concerns. Using a nonprofit as the vehicle for those donations does not immunize the conduct from scrutiny under the law.

Under the Political Reform Act (Gov. Code § 87100), you cannot influence governmental decisions in which you have a financial interest. Under FPPC Regulation 18215 and Gov. Code § 89512, in-kind contributions — including donated goods from contractors — must be reported at fair market value. If you accepted these iPads, I sincerely hope you reported them properly; failure to do so would be a violation.

Brown Act & Misuse of Public Funds

Councilwoman Lopez Viado, I also remind you that phone records do not lie. They will show the pattern of Mayor Wu contacting you repeatedly to instruct you on how to vote — the same pattern he has openly boasted about to me. You should be extremely cautious, because serial communications of this kind are a Brown Act violation (Gov. Code § 54952.2; Roberts v. City of Palmdale (1993) 5 Cal.4th 363). Attempting to line up votes outside of public meetings is unlawful, and being caught in that conduct would carry serious consequences.

<u>And to be clear about consequences: Misuse of public funds is a crime in California.</u>

- Penal Code § 424: willful or grossly negligent misappropriation of public money is a felony (potential

imprisonment, restitution, and disqualification from office).

- Gov. Code §§ 1090/1097: contracts made with a prohibited financial interest are void, and willful violations can be a felony with fines, imprisonment, and permanent disqualification from holding office.
- Gov. Code § 8314: unlawful use of public resources for private advantage can trigger civil penalties (up to $1,000 per day and treble damages).

This is a formal legal warning to cease and desist from making false and defamatory statements about me. If this continues, I will pursue all available legal remedies to protect both my reputation and the truth.

And to be clear about legal advice: you should not attempt to use the City Attorney as your personal defense against the concerns I have raised in this email. Under California law and the Rules of Professional Conduct of the State Bar of California, the City Attorney's client is the City of West Covina as a municipal corporation, not any individual Councilmember. His duty is to the organization as a whole, not to shield one elected official from accountability. Any attempt to seek personal advice from him on this matter would be improper.

Finally, I remind you that no one is above the law. Choosing silence or compliance with Mayor Wu's directives is not neutrality — it is complicity. The law does not allow negligence or willful blindness as an excuse. Under Government Code § 1222 and Penal Code § 31, public officials who knowingly allow misconduct without acting share responsibility. Our oath of office requires us to act, not to look the other way.



Sincerely,

Brian Gutierrez

Councilmember, 1st District

City of West Covina

ATTACHMENT 13

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Fwd: FPPC Complaint No. COM-09062025-02961; Leticia "Letty" Lopez Viado

Letty Lopez-Viado <lettylopezwestcovina@gmail.com> Sat, Nov 8, 2025 at 4:39 PM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>

Hi Kelly,

Here is the email of the FPPC Complaint against me from Gutierrez. Attached is the first complaint and later an additional complaint he added. FPPC still has this investigation open, but here is my response below to them.

Thank you,
Letty

Additional FPPC Complaint No. COM-09062025-02961.pdf

Additional Info from Complainant - Leticia "Letty" Lopez Viado.pdf

FPPC Complaint No. COM-09062025-02961_ Leticia "Letty" Lopez Viado (1).pdf

---------- Forwarded message ---------
From: **Letty Lopez-Viado** <lettylopezwestcovina@gmail.com>
Date: Fri, Oct 3, 2025 at 12:10 PM
Subject: Re: FPPC Complaint No. COM-09062025-02961; Leticia "Letty" Lopez Viado
To: Vanessa Greer <vgreer@fppc.ca.gov>

Hi Ms. Vanessa Greer,

Thank you for your email and for sharing the attached document.

Mr. Gutierrez continues to make unfounded accusations and false claims against me. I have always conducted my activities with full transparency and in open communication with the public.

In his latest correspondence, Mr. Gutierrez included a copy of my Public Records Request (PRR) to the City regarding the nonprofit. Given his repeated allegations—such as claims that Film It missed multiple deadlines and other misleading statements he submitted to the FPPC—I felt it was necessary to investigate the sources of his information. My findings clearly demonstrate that his claims are baseless and inaccurate. His complaint to the FPPC includes statements that are simply untrue and lack any factual support.

Regarding his additional complaint, I want to clarify that no City funds were provided to Film It. Furthermore, no funds from the Carnival Fundraiser were issued to Film It. Should you need verification of this, please feel free to contact [redacted] directly.

Mr. Gutierrez's complaints appear inconsistent and lack clarity. If I have overlooked anything or if you require further information, please don't hesitate to let me know. I'm also more than willing to discuss this matter in greater detail.

Also, as a side note, there appear to be several FPPC violations on his part that may warrant review.

Thank you,
Letty Lopez-Viado

On Fri, Sep 26, 2025 at 6:15 PM Vanessa Greer <vgreer@fppc.ca.gov> wrote:

Hi Letty,

We received additional information from the complainant regarding the complaint against you. Please see attached. You don't have to provide a response, but you are welcome to. This complaint is still being reviewed, but you'll be notified as soon as a decision is made.

Please let me know if you have any questions. Have a good weekend!

From: Letty Lopez-Viado <LLopez-Viado@westcovina.org>
Sent: Thursday, September 25, 2025 10:41 AM
To: Vanessa Greer <vgreer@fppc.ca.gov>; [redacted]@gmail.com
Subject: Re: FPPC Complaint No. COM-09062025-02961; Leticia "Letty" Lopez Viado

EXTERNAL EMAIL

Hi Vanessa,

Is there anything else I can provide or submit?

Feel free to also watch the Sept.16 council meeting of my presentation regarding concerns of Brian Guttierrez conduct. We also approved to have the City do an investigation of all the concerns that both of us have and agreed to have the results presented publicly.

If there is anything I can do or send over, kindly let me know.

Thank you,

Letty

From: Vanessa Greer <vgreer@fppc.ca.gov>
Sent: Monday, September 22, 2025 5:23 PM
To: Letty Lopez-Viado <LLopez-Viado@westcovina.org>; [redacted]@gmail.com [redacted]@gmail.com>
Subject: RE: FPPC Complaint No. COM-09062025-02961; Leticia "Letty" Lopez Viado

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Letty,

Please see the attached letter you are cc'd on. We are taking additional time to review this matter. Thanks again for providing a response.

From: Letty Lopez-Viado <LLopez-Viado@westcovina.org>
Sent: Thursday, September 18, 2025 4:51 PM
To: Vanessa Greer <vgreer@fppc.ca.gov>; [redacted]@gmail.com
Subject: Re: FPPC Complaint No. COM-09062025-02961; Leticia "Letty" Lopez Viado

EXTERNAL EMAIL

Good Afternoon Ms. Vanessa Greer,

I am writing in response to the complaint recently filed against me, alleging improper conduct involving the organizations Film It West Covina and CAAWC.

First, I want to state unequivocally that I take compliance with the Political Reform Act seriously and have always sought to act transparently and ethically in my role as a public official.

Regarding the City Council meeting held on September 2nd, I would like to clarify that the only agenda item related to Film It and CAAWC was a presentation. There was no agendaized item of a CAAWC subpoena, nor was there any vote or official action taken by the Council on that matter. The issue was raised by Councilmember Guttierrez during a discussion at the end of the City Council Request, and the City Attorney clearly stated that there was no conflict of interest on the other matters he discussed here. I encourage you to review the agenda packet and meeting recording, which is publicly available.

To date, I am unaware of any "multiple governmental decisions involving CAAWC," as referenced in the complaint. None occurred during my time or in connection with my position.

Regarding Film It West Covina, it is a nonprofit organization that hosts an annual Student Film Festival. While I helped launch the nonprofit, the 2022 festival was the first year that it was fully student-run, and it has continued in that format. I currently serve as a board committee member, along with educators and community members, to support the students in an advisory capacity. The festival's day-to-day operations, finances, and decisions are managed entirely by the student leadership team. I have no financial interest, receive no compensation, and have never accepted any gifts or benefits that would require disclosure under FPPC regulations.

The complaint includes a Film It sponsorship packet, which Mr. Gutierrez included. It publicly lists the [redacted] with her photo and includes sponsorship details. He attached a photo of the event t-shirt that lists the sponsors on the back, which was distributed to attendees in swag bags.

My involvement with Film It has been publicly disclosed, and presentations related to the organization have been made openly at Council meetings. There has been no attempt to hide my role or misrepresent my relationship with the nonprofit.

I believe this complaint is unfounded and lacks specific factual support. It appears to have been filed in retaliation for my public comments regarding an unrelated matter involving Councilmember Guttierrez. Unfortunately, this complaint appears to be politically motivated, rather than grounded in any actual violation of law or ethical standards.

Nonetheless, I remain fully committed to cooperating with FPPC. Please let me know if you require additional documentation or clarification.

Thank you for your time and consideration.

Sincerely,

Letty Lopez-Viado

Mayor Pro Tem

From: Vanessa Greer <vgreer@fppc.ca.gov>
Sent: Wednesday, September 10, 2025 4:59 PM

To: Letty Lopez-Viado <LLopez-Viado@westcovina.org>; [redacted]@gmail.com [redacted]@gmail.com>

Subject: FPPC Complaint No. COM-09062025-02961; Leticia "Letty" Lopez Viado

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Leticia "Letty" Lopez Viado:

The Enforcement Division of the Fair Political Practices Commission has received a sworn complaint alleging you violated the Political Reform Act. Please see attached. We are requesting a written response to the complaint by **September 18, 2025.**

Thanks,

Vanessa Greer
Political Reform Consultant
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street, Suite 3050, Sacramento, CA 95811
279-237-5965 | vgreer@fppc.ca.gov

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ATTACHMENT 14

JOHN DOE
Confidential Address – [redacted]

Phone Confidential [redacted]
Email Address [redacted]
In Pro Per

RECEIVED
SEP 10 REC'D
CITY CLE
CITY CL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

JOHN DOE,

Plaintiff,

vs.

CITY OF WEST COVINA,

Defendant(s)

Case No.: 25STCV26419

Assigned for All Purposes to the
Honorable Judge Alison Mackenzie

EX PARTE DECLARATION OF JOHN DOE

Hearing Date: September 12, 2025

Time: 8:30 AM

Dept: 82

Action Filed: 09/09/2025

Case Type: Civil Unlimited

DECLARATION OF JOHN DOE

IN SUPPORT OF EX PARTE MOTION FOR RECONSIDERATION AND RENEWED APPLICATION FOR TRO

I, John Doe, declare as follows:

I. BACKGROUND AND PUBLIC SERVICE

1. I am an elected member of the West Covina City Council, and I make this declaration in support of my Ex Parte Motion for Reconsideration of the denial of my prior application for a Temporary Restraining Order ("TRO").
2. I grew up in the foster care system, experiencing firsthand the vulnerabilities of those without strong advocates. My life experiences shaped my passion for public service and my commitment to transparency and accountability in government.
3. Because of my dedication, I was appointed by **Governor Jerry Brown** and later **Governor Gavin Newsom** to serve on various California state boards and commissions, where I worked to improve policies for youth, families, and communities.
4. Today, I represent the City of West Covina and the San Gabriel Valley as the **first autistic elected councilmember in California**. My service is not for personal gain, but stems from a deep belief that government must work for the people, especially those who are often unheard.
5. The retaliatory actions being taken against me by my colleagues — including the orchestration of a censure motion — are causing me **severe emotional distress**, undermining my ability to serve effectively, and stigmatizing the very identity and values that brought me into public service.

II. [redacted] AND SAFETY RISKS

6. [redacted]

7.

8.

9.

III. NEW FACTS SUPPORTING RECONSIDERATION

10. On **September 9, 2025**, at approximately 5:12 p.m., the City posted an agenda for a special City Council meeting scheduled for September 10, 2025.
11. On the same day, I obtained an **email chain** where:

- **Mayor Pro Tem Leticia Lopez-Viado** requested a special meeting **"to consider a censure... so that it can be added to our upcoming September 16 agenda."**
- **Mayor Tony Wu** directed Acting City Manager Milan Mrakich and City Attorney Thomas Duarte: **"Please arrange a special council meeting... per Mayor Pro Tem request."**

12. This evidence was not available when I filed my prior ex parte application. It is therefore a **new and different fact** under **Code of Civil Procedure § 1008(a)**.
13. The email proves the special meeting was part of a **deliberate plan** to place a retaliatory censure against me on the September 16 regular meeting agenda.
14. Given Mayor Wu's reliable voting bloc, I believe with certainty that this item will be advanced unless restrained by this Court.

IV. IMMEDIATE AND IRREPARABLE HARM

15. If the censure item is placed on the September 16 agenda, I will suffer **irreparable harm**:

- **Reputational harm:** Once discussed at a televised meeting, the stigma of censure cannot be undone. *IT Corp. v. County of Imperial* (1983) 35 Cal.3d 63.
- **Constitutional harm:** This censure punishes me for performing oversight duties and exposing conflicts of interest, in violation of the **First Amendment**. *Bond v. Floyd* (1966) 385 U.S. 116.
- **Emotional harm:** These retaliatory actions have already caused me **severe emotional distress**, compounding my responsibilities as the first autistic elected official and undermining my ability to serve constituents effectively.

16. The **Brown Act (Gov. Code §§ 54950–54963)** requires transparency in public decision-making. The Sept. 9 email chain demonstrates **serial communications** among city leaders to advance a punitive agenda item, which may violate § 54952.2(b). See *Shapiro v. San Diego City Council* (2002) 96 Cal.App.4th 904.
17. Conflicts of interest further show retaliatory motive:

- Mayor Wu has directed resources to his spouse's nonprofit, **CAAWC**.
- Lopez-Viado has managed **Film It West Covina**, which has received donations from city contractors appearing before Council.

18. These conflicts fall under **Gov. Code §§ 87100, 87103(e), and 1090**, which prohibit public officials from participating in matters involving financial interests.

V. NEED FOR CONFIDENTIALITY AND SEALING

19. Disclosure of my identity or address would **prejudice the overriding interest in my safety** under [redacted].
20. The California Supreme Court has recognized that safety is an overriding interest justifying sealing. *NBC Subsidiary v. Superior Court* (1999) 20 Cal.4th 1178.
21. Here, sealing is **narrowly tailored**: I only request confidentiality for my true identity and address. The proceedings themselves remain open.
22. Without sealing, there is a **substantial probability** that disclosure would expose me to [redacted] and other dangers.

VI. CONCLUSION

23. The September 9, 2025 email chain is a **new fact** confirming a coordinated plan to retaliate against me through censure at the September 16 meeting.
24. If unrestrained, this censure will cause **irreparable reputational and constitutional harm**, and exacerbate my **emotional distress** as I continue to serve as the first autistic councilmember representing West Covina.
25. Additionally, my **safety and confidentiality must be preserved** under [redacted] and related law, due to my history as a [redacted].
26. I respectfully request that the Court reconsider its denial, issue a TRO restraining Respondent from placing or acting on the censure at the September 16 meeting, and order that all filings remain sealed under **Gov. Code § 6207** and **CRC 2.550–2.551**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 10th day of September, 2025, in Los Angeles County, California.

John Doe

John Doe
(Pseudonym under [redacted])

2. **Issue a Temporary Restraining Order** restraining Respondent, its City Council, officers, and agents from agendizing, advancing, or taking action on any item relating to Petitioner's censure at the September 16, 2025 regular City Council meeting;
3. **Order that all filings in this proceeding remain sealed** under Gov. Code § 6207 and CRC 2.550–2.551 to protect Petitioner's [redacted] confidentiality; and
4. Set an **Order to Show Cause re Preliminary Injunction**.

VII. CONCLUSION

The September 9, 2025 email chain constitutes **new facts** confirming a deliberate effort to censure Petitioner at the September 16 meeting. This establishes imminent and irreparable harm. Combined with Petitioner's [redacted] **status and substantial safety risks** [redacted], the Court has both a legal and constitutional duty to preserve confidentiality and prevent retaliation.

For these reasons, Petitioner requests reconsideration and issuance of a TRO with sealed records.

Dated: September 12, 2025

Respectfully submitted,

John Doe

John Doe, Petitioner

ATTACHMENT 15

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Fwd: Letter of Inquiry - FPPC Complaint No. COM-04122025-00998; Tony Tonghuai Wu

Mayor Tony Wu <wuforwestcovina@gmail.com> Thu, Oct 30, 2025 at 3:38 PM
To: Kelly Investigator <kelly@gemelliemploymentlaw.com>

Sent from my iPhone

Begin forwarded message:

From: Mayor Tony Wu <wuforwestcovina@gmail.com>
Date: August 29, 2025 at 3:40:00 PM PDT
To: [redacted]@scng.com>
Subject: Fwd: Letter of Inquiry - FPPC Complaint No. COM-04122025-00998; Tony Tonghuai Wu

For you information.

Tony Wu

Sent from my iPhone

Begin forwarded message:

From: Mayor Tony Wu <wuforwestcovina@gmail.com>
Date: April 21, 2025 at 1:24:56 PM PDT
To: Franceska Gonzalez <fgonzalez@fppc.ca.gov>
Subject: Re: Letter of Inquiry - FPPC Complaint No. COM-04122025-00998; Tony Tonghuai Wu

Dear Franceska,

I have received similar complaints cases, FPPC Complaint No. COM-11262024-05011 and FPPC Complain No. COM-02162025-00377 both cases all have been dismissed.

I am not a member of the Chinese American Association of West Covina (CAAWC) and am not involved with their operations. However, I have attached a letter from the organization to clarify any questions you may have.

Regarding the relationship between the City and [redacted] of Aurio Lighting that I have no involvement in nor have any knowledge of process between the two parties.

Thank you.

Sincerely yours,

Tony Wu

Sent from my iPad

On Apr 18, 2025, at 4:54 PM, Franceska Gonzalez <fgonzalez@fppc.ca.gov> wrote:

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

Please see the attached correspondence regarding FPPC Complaint No. COM-04122025-00998; Tony Tonghuai Wu. Your response is requested by Friday, May 2, 2025.

Thank you,

<Outlook-Descriptio.png>

Franceska Gonzalez

Intake Attorney - Enforcement Division
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street, Suite 3050, Sacramento, CA 95811
Office: 279.237.5993 | fgonzalez@fppc.ca.gov

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<Letter of Inquiry - FPPC Complaint No. COM-04122025-00998; Tony Tonghuai Wu.pdf>
<Submitted Attachments - FPPC Complaint No. COM-04122025-00998; Tony Tonghuai Wu.pdf>

Letter from CAAWC.pdf
60K

西柯汶纳市華人協會
Chinese American Association of West Covina

216 S. Citrus St., #548 West Covina, CA 91791
Email: caawcla@gmail.com

Date: December 05, 2024

Dear To whom it may concern,

The Chinese American Association of West Covina (CAAWC) is a nonprofit organization that was established in 2017 with a mission to empower our community by encouraging community involvement and by supporting the pursuit of cultural development in West Covina.

Our organization was founded by dedicated individuals who are passionate about making a difference in West Covina. One of the founding members is me.

My name is [redacted] and I am the [redacted] of CAAWC. I, like all our directors are elected positions selected by our board members. Our elected [redacted] is [redacted], who was elected due to her vast experience and background in the banking sector.

To fund our programs, scholarships, events, and activities, all of our members donate to the CAAWC. In addition, the organization actively fundraises to ensure our activities continue, such as donating to the afterschool program scholarship and food banks, donating PPE through the pandemic, and hosting our annual installations and The West Covina Moon Festival.

All our successful events are due to the support of our members and donations from community members and businesses. Our fundraising efforts are through CAAWC and have nothing to do with [redacted] Council member Tony Wu.

Sincerely,

[redacted]

Chinese American Association
Of West Covina (CAAWC)

STATE OF CALIFORNIA
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street • Suite 3050 • Sacramento, CA 95811

December 30, 2024

Tony Wu
Via email: tony.wu@westcovina.org

Re: Complaint No. COM-11262024-05011; Tony Wu

Dear Tony Wu:

The Enforcement Division of the Fair Political Practices Commission enforces the provisions of the Political Reform Act[1] (the "Act"). As you are aware the Enforcement Division informed you that we had received a complaint regarding a possible violation of the Act's behested payments provisions. However, based on a review of the complaint and your response, the Enforcement Division will not pursue an enforcement action in this matter.

Thank you for providing a response to our letter of inquiry. If you have any questions regarding this letter, please contact Shelby Pearce at the address shown above or by email to spearce@fppc.ca.gov.

Sincerely,

Christopher B. Burton

Christopher B. Burton, Assistant Chief
Enforcement Division

CBB/sp

1 The Political Reform Act is contained in Government Code sections 81000 through 91014, and all statutory references are to this code. The regulations of the Fair Political Practices Commission are contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations, and all regulatory references are to this source.

ATTACHMENT 16

Cease-and-Desist of Personal Remarks and Retaliation; Notice of Whistleblower Protections

---

Brian Gutierrez
Rosario Diaz
Wed, Aug 20, 2025, 1:49 AM
[redacted] Letter.pdf
[redacted]Text Cell Phone.pdf

Councilwoman Diaz,

I am writing to address ongoing concerns about personal remarks and retaliatory conduct. After the Council meeting on August 19, 2025, I was informed you told the City Attorney you "can't stand me." Such statements are unprofessional, undermine our working relationship, and risk damaging my reputation. I respectfully request that you cease and desist from making personal or disparaging comments about me in any setting—public or private.

I also want to be clear: I will not be bullied by you or by Mayor Tony Wu. According to the official FPPC campaign disclosure filings—and through Mayor Wu's own admission to me —a majority of your campaign contributions came as a result of his fundraising efforts. While anyone may assist in raising campaign funds, that does not relieve an elected official of the duty to act ethically, comply fully with the Political Reform Act, and ensure accurate and transparent FPPC reporting. As elected officials, we are held to a higher standard, and that standard requires us to safeguard taxpayer money and the public's trust regardless of who raised funds on our behalf.

It is also known that you lobbied me to appoint [redacted] to the Planning Commission, and when I chose not to do so, your subsequent conduct gave the appearance of retaliation. In addition, reports from others have raised concerns that during the altercation involving [redacted], you may have physically escalated the situation. While I raise this cautiously, any such conduct—if substantiated—should be subject to the same accountability standards we expect of all Councilmembers.

At the August 19, 2025, Council meeting, I also witnessed your support for a motion brought forward by Mayor Wu that sought to limit my ability to hold town halls in my council district following my accountability vote on CAAWC. While that motion was

ultimately changed because it did not have enough votes to pass, the attempt itself raises serious concerns about retaliation. I am also aware that you and Mayor Wu may attempt to bring this matter forward again with the support of Councilmember Letty Lopez Viado. Should you or any member of this Council cast votes that are intended to retaliate against me by limiting my ability to hold town halls or otherwise communicate with my constituents, I will view that as unlawful retaliation and will pursue all available legal remedies, including suing you personally if necessary. I will protect both my rights and the rights of my district's residents.

In addition, I have retained the letter written to me by [redacted]. That correspondence reinforces my concerns about undue influence and retaliation. In his own words, he acknowledges lobbying efforts surrounding his potential appointment, his belief that my refusal was tied to pressure from Mayor Wu, and his view that you considered my decision a personal betrayal. Rather than diminishing my concerns, this letter only confirms that inappropriate pressure was applied regarding official appointments and that retaliatory conduct followed when I did not comply.

This is especially relevant as our Council prepares to vote on the adoption of a formal Council Code of Conduct. That policy will apply equally to every member of this body, and I intend to support its fair and consistent enforcement so that professional standards are upheld across the board. My reference to this upcoming vote is not to influence or pressure you on how to vote, but to emphasize that all of us will be held accountable under the same standards once it is adopted.

Please also be advised that retaliation for raising good-faith concerns about potential legal or ethical issues is unlawful. California Labor Code §1102.5 protects individuals from retaliation for disclosing suspected violations of law. Federal law likewise protects officials against retaliation for protected speech on matters of public concern (First Amendment, enforceable via 42 U.S.C. §1983). Where misuse of public funds or fraud is implicated, anti-retaliation provisions of the False Claims Acts may apply (31 U.S.C. §3730(h); Cal. Gov't Code §12653). I expressly reserve all rights under these and any other relevant laws and will protect my rights in court if necessary.

For transparency and accurate record-keeping, I will forward the receipt for the birthday flowers I personally paid for during your tenure as Centennial Mayor, as well as documentation of the in-kind support on election night.

I remain committed to a respectful, professional working environment. I encourage us both to adhere to the highest standards—treat people the way you want to be treated—so we can focus on serving our constituents.

Respectfully,

Brian Gutierrez
Councilmember, 1st District
City of West Covina
Cell: 1 (626) 740-4904

ATTACHMENT 17

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Fw: FPPC Complaint No. COM-09032025-02870

Rosario Diaz <Rosario.Diaz@westcovina.org> Fri, Nov 7, 2025 at 4:03 PM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>

This is the reconsideration of the complaint.

Rosario

From: Rosario Diaz <Rosario.Diaz@westcovina.org>
Sent: Friday, September 26, 2025 5:41 PM
To: Franceska Gonzalez <fgonzalez@fppc.ca.gov>
Subject: Re: FPPC Complaint No. COM-09032025-02870

Dear Ms. Gonzalez,

Below is the additional information you requested for consideration. COM-09032025-02870.

In September 2023, Councilman Gutierrez (GUTIERREZ) made an offer to [redacted] to pay for the floral arrangements for my 60th birthday party. I texted GUTIERREZ a copy of the invoice, and in turn, he gave [redacted] a check for the full amount. At the end of the party the floral arrangements were all taken home by my guests.

Attachment One-Invoice for the flowers purchased at Botanical Florist.
Attachment Two- Check from JRJ Corporation International, Check #2459, dated 9/15/2023 in the amount of $771.75

In July 2025, GUTIERREZ sent me an email and mentioned the flowers and the campaign party (which surprised me, but I didn't give it a lot of thought).

On August 20, 2025, GUTIERREZ emailed me a **Cease and Desist** letter and once again he mentioned the flowers and the campaign party. As a result, I began to feel unsettled about accepting what I had considered a gracious gesture and generous gift from a good friend; so, I decided to reimburse GUTIERREZ for the full amount that he paid for the flowers. I thought he was trying to make me feel guilty for accepting his generous gift.

The invoice amount was not mentioned in his emails, so I began looking through my records and found the check that GUTIERREZ gave [redacted] to pay for the flowers. Then, for the first time, I noticed that the **payor was not** GUTIERREZ, but in fact **the payor was JRJ Corporation International.**

I considered that JRJ was perhaps his company, but it turns out this company is owned by a person named [redacted]. Again, GUTIERREZ did not make any reference to the amount that he paid for the flowers nor the amount he paid for the campaign event was never mentioned.

Attachment Two - Check from JRJ Corporation International, Check #2459, dated 9/15/2023

On August 21st, immediately following receiving the last GUTIERREZ email, I obtained a cashier check for the full invoice amount to reimburse GUTIERREZ for the flowers he gifted me for my 60th birthday party. The reimbursement cashier's check is payable to JRJ Corporation International.

Attachment Three-cashier's check dated August 21, 2025.

On September 2, 2025, at a West Covina City Council meeting, I gave GUTIERREZ an envelope that contained the cashier check for $771.75.

After the city council meeting, I was approached by a city employee and stated that this envelope was found on the floor.
I told her that that belonged to GUTIERREZ.

Later, that envelope was given to our acting city manager and he said that he would give the envelope to GUTIERREZ, but when he tried to give it to him, GUTIERREZ refused to take the envelope and said it didn't belong to him.
Later that week the city manager returned it to me.

On September 3, 2025, I received an email from the FPPC regarding the issues above.

Respectfully,
Councilwoman Rosario Diaz
District 3
West Covina, CA

From: Franceska Gonzalez <fgonzalez@fppc.ca.gov>
Sent: Wednesday, September 24, 2025 4:44 PM
To: Rosario Diaz <Rosario.Diaz@westcovina.org>
Subject: FPPC Complaint No. COM-09032025-02870

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

There has been a reconsideration request involving this complaint, COM-09032025-02870. I am seeking further clarification on your attempted reimbursement of the floral arrangement referenced in the allegations. I have attached the check provided as an attachment to the complaint.

Could you please provide further information on how you determined the amount to be reimbursed and the payee? Did Brian Gutierrez send you an invoice for the floral arrangement? If so, do you have a copy of the invoice that you could provide? Additionally, do you recall what was done with the flowers at the conclusion of your birthday party?

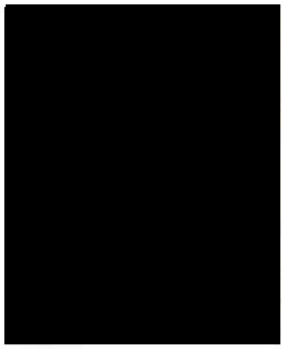
I know in your previous response to the complaint you mentioned an email from Gutierrez concerning both the flowers and the Election Day event. Would you be able to forward me the email or send it as an attachment if it provides information on claimed payments requested by Gutierrez?

Thank you,

Franceska Gonzalez
Intake Attorney - Enforcement Division
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street, Suite 3050, Sacramento, CA 95811
Office: 279.237.5993 | fgonzalez@fppc.ca.gov

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3 attachments



Attachment One-Botanical Florist Invoice.jpg
275K

Attachment Two-JRJ Corporation Intl-#2459, $771.75- 60th birthday party floral arrangements.pdf
376K

Attachment Three-CC payable to JRJ Corporation Intl dated 08-21-2025.pdf
158K

ATTACHMENT 18

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

FW: Request for Clarification Regarding City Sponsorship Promotion Practices

6 messages

Milan Mrakich <MMrakich@westcovina.org> Fri, Jan 16, 2026 at 12:19 PM
To: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Cc: [redacted]@westcovina.org>, [redacted]@westcovina.org>, [redacted]@westcovina.org>

Councilmember Gutierrez,

All City Staff work for me, and I am the person solely responsible for their work and conduct. As directed by the City Council, by a 5-0 vote, all matters of council concern are to be directed to my attention, not to my staff. I expect all members of the City Council to abide by this process without reservation or deviation.

To answer your question, the post on social media was developed and approved by me, and it was posted by the City Manager's Office. No directors or managers have access to our social media platforms.

Again, please direct all questions or concerns to my attention, and I will handle them accordingly.

Milan M. Mrakich | Acting City Manager

City Manager's Office | City of West Covina

1444 W. Garvey Avenue South | West Covina, CA 91790

Office (626) 939-8401 | Direct (626) 939-8402

Email: mmrakich@westcovina.org

City Website: www.westcovina.org



@WestCovinaCity

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From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Friday, January 16, 2026 10:48 AM
To: [redacted]@westcovina.org>
Cc: [redacted]@westcovina.org>; Milan Mrakich <MMrakich@westcovina.org>; [redacted]@westcovina.org>
Subject: Request for Clarification Regarding City Sponsorship Promotion Practices
Importance: High

Dear [redacted]

I hope you are doing well. I am writing to respectfully request clarification regarding the City's use of official communication platforms to recognize or promote private businesses as "community sponsors," including the recent City social media post welcoming and advertising a specific private business with promotional language, pricing, and incentives.

My inquiry is not to make any allegation or finding, but rather to understand the legal and policy framework under which such promotional activity is occurring, and how the City ensures compliance with governing law.

As context, the use of public resources for private benefit is subject to clear constitutional and statutory limitations. Article XVI, section 6 of the California Constitution prohibits gifts of public funds, which courts have interpreted to include the use of public resources—such as staff time, official communication platforms, and City branding—unless the expenditure serves a primary public purpose and provides commensurate public benefit.

Additionally, Government Code section 8314 restricts the use of public resources for private or personal purposes unless expressly authorized by law.

The California Supreme Court's decision in *Stanson v. Mott* (1976) further clarifies these principles, holding that public entities must remain strictly neutral when using public resources and may not engage in promotional or advocacy activities benefiting private interests absent express authorization by the governing body. The Court distinguished permissible, neutral informational communications from impermissible advocacy or promotional messaging that encourages public action in favor of a private entity.

Because City-managed social media accounts constitute public resources—utilizing City staff, equipment, official authority, and branding—*Stanson* requires that any such activity be grounded in clear authorization and implemented with safeguards to ensure neutrality, transparency, and equal treatment.

Accordingly, I respectfully request clarification regarding:

- Whether there is an adopted City policy, Council action, or other express authorization permitting the promotion of private businesses or sponsors on official City platforms;
- How the City distinguishes between neutral informational content and promotional or advocacy content under applicable law;
- What standards or safeguards are in place to ensure compliance with Article XVI, section 6 of the California Constitution, Government Code section 8314, and *Stanson v. Mott*.

I appreciate your assistance in helping me understand the legal authority and procedures governing these communications. My goal is to ensure transparency, consistency, and full compliance with applicable law.

Thank you for your time and professionalism. I look forward to your response.

Respectfully,

Brian Gutierrez
Councilmember, 1st District
City of West Covina

2 attachments



original-C75B5245-54B6-4B2E-8822-26759A468927.jpeg
295K



original-95E068F0-C527-415E-BC5B-6F8E0AF4789E.jpeg
328K

Kelly Gemelli <kelly@gemelliemploymentlaw.com> Fri, Jan 16, 2026 at 12:35 PM
To: Milan Mrakich <MMrakich@westcovina.org>

Thanks Milan. I had a follow up interview with Brian yesterday. I now have some additional questions for you. I know Monday is a holiday. Would you be available on Tuesday around 11:30 am or is Wednesday better? I can send you another Zoom link. Thank you.

Kelly D. Gemelli
Employment Attorney I Workplace Investigator

p: (858) 735-2568
e: kelly@gemelliemploymentlaw.com

GEMELLI
EMPLOYMENT LAW

www.gemelliemploymentlaw.com

[Quoted text hidden]
[Quoted text hidden]

Milan Mrakich <MMrakich@westcovina.org> Fri, Jan 16, 2026 at 12:37 PM
To: Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Cc: Milan Mrakich <MMrakich@westcovina.org>

We are open on Monday. Anytime in the afternoon should work for me.

Milan M. Mrakich | Acting City Manager

City Manager's Office | City of West Covina

1444 W. Garvey Avenue South | West Covina, CA 91790

Office (626) 939-8401 | Direct (626) 939-8402

Email: mmrakich@westcovina.org

City Website: www.westcovina.org



@WestCovinaCity

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From: Kelly Gemelli <kelly@gemelliemploymentlaw.com>
Sent: Friday, January 16, 2026 12:36 PM
To: Milan Mrakich <MMrakich@westcovina.org>
Subject: Re: FW: Request for Clarification Regarding City Sponsorship Promotion Practices

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

[Quoted text hidden]

Kelly Gemelli <kelly@gemelliemploymentlaw.com> Mon, Jan 19, 2026 at 10:14 AM
To: Milan Mrakich <MMrakich@westcovina.org>
Cc: Milan Mrakich <MMrakich@westcovina.org>

Thanks Milan. Are you still available this afternoon? If so, does 3:30 pm work for you? Please see the below Zoom link. Thank you.

Kelly D. Gemelli is inviting you to a scheduled Zoom meeting.

Topic: Confidential Workplace Investigation, Follow up

ATTACHMENT 19

Milan Mrakich <MMrakich@westcovina.org> Tue, Jan 20, 2026 at 10:13 AM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>
Cc: Milan Mrakich <MMrakich@westcovina.org>

Good morning Kelly,

I will be forwarding you another full set of emails, in addition to the 4GB of emails provided through the drop files folder from Buchalter. Of all the emails, I wanted to highlight this one for you. In this email, Councilmember Gutierrez clearly states that he will not stop sending emails or contacting city staff, even if the City Council or City Manager directs him to do so.

City Manager's Office | City of West Covina

1444 W. Garvey Avenue South | West Covina, CA 91790

Office (626) 939-8401 | Direct (626) 939-8402

Email: mmrakich@westcovina.org

City Website: www.westcovina.org



@WestCovinaCity

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From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Friday, January 16, 2026 2:00 PM
To: Milan Mrakich <MMrakich@westcovina.org>
Cc: [redacted]@westcovina.org>; [redacted]@westcovina.org>; [redacted]@westcovina.org>
Subject: Re: Request for Clarification Regarding City Sponsorship Promotion Practices
Importance: High

Milan,

I am responding to your email to correct the record and to address the substance of both matters raised—(1) your assertion that Council concerns must be routed solely through you without "deviation," and (2) the City's agenda and transparency obligations.

1) Council–Manager Framework and Councilmember Right of Inquiry (West Covina Municipal Code)

West Covina's council–manager form of government assigns administrative supervision of staff to the City Manager, but it does not eliminate an elected Councilmember's lawful oversight authority.

West Covina Municipal Code § 2-151 (Council–Manager Relations) provides, in relevant part, that Councilmembers shall deal with the administrative services of the City "through the City Manager, except for the purpose of inquiry." That exception is explicit. Oversight questions, document requests, and policy/legal clarification are not "direction" to staff—they are inquiry, preserved by the Code.

The same section also states that Councilmembers shall not give orders to subordinates of the City Manager. I am not issuing operational orders to staff; I am exercising lawful oversight inquiry.

Additionally, § 2-151 imposes on the City Manager the duty to ensure that the City's affairs are administered lawfully—i.e., to see that City ordinances and state laws pertaining to the City are faithfully observed. The City Manager's role is administrative execution and compliance—not veto over Council oversight and not suppression of Council-approved items.

2) State Law: No Local Policy Can Override State Statutes or Statewide Open Government Requirements

Even if the Council adopted an internal "process" by a 5-0 vote, local procedure cannot override state law. To the extent any internal process is interpreted to prevent a Councilmember from conducting inquiry/oversight or to obstruct transparency, that interpretation is unlawful and unenforceable.

California's open government framework is established by state statute and expresses a statewide public policy that cannot be contracted away by local practice. The Brown Act (Gov. Code § 54950 et seq.) declares that the people do not yield their sovereignty to local agencies and that public business must be conducted openly. Any process that frustrates that purpose is inconsistent with state law.

3) Brown Act: Agenda Practices Cannot Be Used to Suppress Council Business or Avoid Public Deliberation

The Health Department matter is a Council-approved request, not merely an individual inquiry. Once the City Council has acted or directed that an item be returned to the Council, the City Manager does not have discretion to block, bury, or delay it for political reasons or at the direction of any individual Councilmember.

Continued refusal to agendize a Council-approved item raises concerns under, at minimum:

- Gov. Code § 54950 (open conduct of the people's business is required);
- Gov. Code § 54954.2 (agenda requirements and meaningful public notice of matters within the Council's jurisdiction); and
- Gov. Code § 54956.9 (strictly limits closed session "existing litigation" discussions; it cannot be used as a catchall to conceal policy disputes or to avoid placing matters before the public when they are not properly within closed session).

Agenda practices must not be manipulated to obstruct Council deliberation, suppress Council-directed business, or deprive the public of transparency.

4) Federal Law: No Local Process May Be Used to Restrict Protected Civil Rights or Oversight of Compliance

To be absolutely clear: local policy cannot be used to justify noncompliance with federal law or to block an elected official's oversight inquiry into compliance issues. Where questions implicate federal rights—such as disability access in public services/programs—compliance obligations arise under federal statute and are not optional.

When City actions touch federal civil-rights compliance, the City has duties that are independent of local "process" preferences, including obligations under Title II of the Americans with Disabilities Act (42 U.S.C. § 12132) and implementing regulations. A local internal routing rule does not supersede federal law, does not excuse delay, and does not excuse failure to provide accurate information needed to ensure lawful compliance.

5) Social Media Post: You Have Taken Ownership—Now Provide Legal Authority and Guardrails

You have confirmed that the social media post promoting a private business was developed, approved, and issued by you. Because it involved the use of City resources and official platforms, you are responsible for providing the legal authority and standards governing such activity, including compliance with:

- California Constitution, Article XVI, § 6 (public funds/public resources must serve a public purpose and cannot be used as a gift of public funds);
- Gov. Code § 8314 (misuse of public resources); and

- Stanson v. Mott (1976) 17 Cal.3d 206 (public agencies must have clear authorization and must avoid advocacy/promotion of private interests absent legal authority).

6) Formal Requests

Accordingly, I am formally requesting:

1. Written confirmation that the Council-approved Health Department item will be placed on the next available Council agenda; and

2. A written response identifying the specific legal and policy authority and safeguards governing the City's promotion of private businesses using official City platforms.

If you contend there is a lawful basis to refuse or delay either request, provide a written justification citing the specific Municipal Code section(s), state statute(s), and any applicable case law you are relying upon.

This is not personal. It is a lawful oversight inquiry made in furtherance of my duty as an elected Councilmember to protect transparency, accountability, and legal compliance. I expect a prompt, professional, and substantive response.

Sincerely,

Brian Gutierrez

Councilmember, 1st District

City of West Covina

[Quoted text hidden]

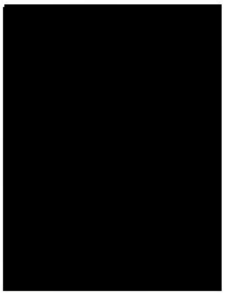
5 attachments



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295K



original-50F18CAC-5680-4E3C-B2ED-87DDCF91E461.jpeg
328K



original-D59B0374-CB2F-4E0C-AE95-B823FF51AF68.jpeg
126K



Image.jpeg
341K

West Covina, CA Code of Ordinances.pdf
31K

ATTACHMENT 20

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

FW: Formal Notice – Harassment, Defamation, and Disability-Based Abuse

Milan Mrakich <MMrakich@westcovina.org> Tue, Jan 20, 2026 at 10:15 AM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>
Cc: Milan Mrakich <MMrakich@westcovina.org>

For File – Email 2

Milan M. Mrakich | Acting City Manager

City Manager's Office | City of West Covina

1444 W. Garvey Avenue South | West Covina, CA 91790

Office (626) 939-8401 | Direct (626) 939-8402

Email: mmrakich@westcovina.org

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From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Thursday, January 15, 2026 4:22 PM
To: [redacted]@valleylightctr.org>
Cc: [redacted]@westcovina.org>; Milan Mrakich <MMrakich@westcovina.org>; [redacted]@wcpd.org>
Subject: Formal Notice – Harassment, Defamation, and Disability-Based Abuse
Importance: High

Ms. [redacted]

This email is formal notice that your continued communications to me are unwanted and constitute harassment. Your most recent email includes personal attacks, derogatory remarks about my disability, and false statements about my mental health. This conduct is inappropriate and must stop.

1) Your communications are harassing and unlawful

Your repeated contact, coupled with insulting, demeaning, and threatening language, serves no legitimate purpose and is intended to alarm, abuse, and intimidate. Under California law, a "course of conduct" directed at a person that seriously alarms/harasses and would cause a reasonable person substantial emotional distress can support a Civil Harassment Restraining Order. (Cal. Code Civ. Proc., § 527.6.)

If you continue after receiving this written notice, your conduct will be documented as part of a pattern of harassing conduct and may also implicate prohibitions on harassing or threatening communications, including but not limited to Penal Code § 653m (repeated contact/communications made with intent to harass) and related provisions governing stalking/harassment behavior.

2) Defamatory false statements

Your email contains false statements presented as fact, including labeling me "dual-diagnosed" with "malignant NPD," and asserting that I "manipulated" proceedings and "used the foster care system to gain sympathy." These are false factual assertions that harm my reputation. If you publish or repeat these statements to third parties, I will treat them as defamation under California law (Cal. Civ. Code, §§ 44–46) and reserve all remedies.

3) Disability-based abuse and discrimination

Your email attacks and stereotypes my disability and uses it as a weapon against me. This is discriminatory and abusive. California law recognizes protections against discrimination based on disability and harassment that interferes with a person's civil rights. (See Cal. Civ. Code, § 51 et seq. (Unruh Civil Rights Act); Civ. Code § 52.1 (Bane Act) where intimidation/coercion interferes with secured rights.)

4) Demand: cease and desist immediately

You are hereby directed to immediately cease and desist from:

- Any contact with me by email, text, phone, social media, or through third parties;

- Any further disparaging statements about my disability, medical status, foster care history, or personal life; and

- Any publication or repetition of the false accusations in your email.

5) Notice of enforcement
If you contact me again after this notice, I will:

- File a police report and provide your email and prior messages as evidence;

- Seek a Civil Harassment Restraining Order under CCP § 527.6; and

- Pursue all civil remedies available, including for defamation.

Do not contact me again.

Sincerely,
Brian Gutierrez
Councilmember, 1st District

City of West Covina

From: [redacted]@valleylightctr.org>
Sent: Thursday, January 15, 2026 4:05:44 PM
To: Letty Lopez-Viado <LLopez-Viado@westcovina.org>; Brian Gutierrez <Brian.Gutierrez@westcovina.org>; Tony Wu <Tony.Wu@westcovina.org>; Rosario Diaz <Rosario.Diaz@westcovina.org>; Olegario D. Cantos VII <ollie.cantos@westcovina.org>; Milan Mrakich <MMrakich@westcovina.org>; [redacted]@westcovina.org>
Subject: Brian's outrages behavior at November's meeting

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Brian, I was totally appalled at your behavior at the November City Council meeting! I, as well as my board members (a couple of them who live in your district), voted for you because you shared with them that you had Autism. Yet your inability to work with others puts an embarrassing stain on this condition! As a mother of an Autistic son and a professional who has provided services for persons with Developmental Challenges for 40 years, you have displayed Autism as a behavior problem. Whereas persons with Autism may be socially awkward and may have a tendency to appear rude (unaware until respectfully addressed.) What persons with Autism ARE NOT bullies, they are not cruel, they are not manipulative' Your inappropriate behavior as well as your false insinuations regarding our agency only complicate our efforts to find gainful employment for persons with developmental challenges. I do know you are on the spectrum, I also believe you are dual-diagnosed with NPD in it's most malignant form. To your credit I also believe you are brilliant. You manipulated that council meeting with precision. You also used the foster care system to gain sympathy for your inappropriate behavior. FYI...I was a foster and adoptive parent for 16 years. (see attachment) You took the Mayor's moment and made it all about you! Shame on you for your misguided public display. To the rest of the council...Brian does this for attention. I have had clients like Brian in the past. My advice to you when he publicly displays these types of behaviors...IGNORE HIM! Move on without him. If you grew up in MY foster home Mommy [redacted] would have you sitting in the corner thinking about how your behavior affects others. Brian I SEE YOU!

ATTACHMENT 21

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Re: Subpoena Compliance and Production Deadline

John Doe <johndoeca2025@gmail.com> Fri, Jan 16, 2026 at 2:26 PM
To: Milan Mrakich <mmrakich@westcovina.org>
Bcc: kelly@gemelliemploymentlaw.com

Milan,

This email memorializes multiple communications and conduct for the record and serves as a litigation and preservation notice. No response is requested.

1. Retaliatory statements and interference with oversight.

On multiple occasions, you have stated words to the effect that you would "cut me off" from council communications, and previously threatened that if I did not cease lawful oversight inquiries you would resign and publicly blame me. Conditioning access to information, communications, or cooperation on my refraining from oversight is improper and inconsistent with my duties as an elected official. Oversight activity—including inquiries, subpoenas, and requests for information—is protected and cannot lawfully be chilled by threats or retaliation.

2. Improper conditioning of testimony (January 15, 2026).

On January 15, 2026, you stated that if I wanted you to testify favorably about me at the [redacted] hearing as an "expert witness," I would have to pay you $1,500. I immediately responded that this was inappropriate and that witness compensation is governed by law, including statutory witness fees (commonly $35 per day plus mileage for ordinary witnesses), not private payment demands. Conditioning testimony on personal payment raises serious appearance and legal concerns and must not recur.

3. Preservation of records.

You and all City custodians are hereby on notice to preserve all potentially relevant records related to these matters, including but not limited to emails, texts, messages, call logs, calendar entries, drafts, notes, recordings, and any communications on personal devices or accounts used for City business.

This notice is sent to ensure an accurate record and compliance with legal obligations associated with pending proceedings and lawful process. No reply is necessary.

[redacted]

On Fri, Jan 16, 2026 at 11:32 AM [redacted] wrote:

> Dear Milan,
>
> I hope you are having a good day.

I am writing to follow up and confirm that the subpoena issued to you remains in full force and effect, notwithstanding any third-party communications.

All materials responsive to the subpoena must be produced no later than January 26, 2026, at 4:00 PM. Production is to be made directly to me.

If you intend to request the statutory $35 witness fee, please advise. If you prefer to be personally served by a process server for any required appearance, please let me know so arrangements may be made accordingly.

Please ensure compliance by the stated deadline so I may determine whether your in-person appearance remains necessary.

Preservation notice: all documents, communications, electronically stored information, recordings, and other materials potentially responsive to the subpoena must be preserved in their original form and must not be altered, deleted, overwritten, or destroyed.

Thank you for your attention to this matter.

Respectfully,

[redacted]

ATTACHMENT 22

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

FW: CPRA Request – Mandatory Retrieval of Transtech Records (Fire Station 1, PBK, West Covina Health, Dr. Basil, and Related Communications

1 message

Milan Mrakich <MMrakich@westcovina.org> Tue, Jan 20, 2026 at 10:19 AM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>
Cc: Milan Mrakich <MMrakich@westcovina.org>

For File – Email 7

Milan M. Mrakich | Acting City Manager

City Manager's Office | City of West Covina

1444 W. Garvey Avenue South | West Covina, CA 91790

Office (626) 939-8401 | Direct (626) 939-8402

Email: mmrakich@westcovina.org

City Website: www.westcovina.org



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From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Tuesday, January 13, 2026 10:19 AM
To: Milan Mrakich <MMrakich@westcovina.org>; [redacted]@westcovina.org>; [redacted]@westcovina.org>; [redacted]@westcovina.org>
Subject: Re: CPRA Request – Mandatory Retrieval of Transtech Records (Fire Station 1, PBK, West Covina Health, Dr. Basil, and Related Communications

Dear Milan,

Thank you for the update. I understand the staffing challenges.

I am copying you for awareness only. Please do not intervene in, delay, or redirect the City Clerk's processing of this request. The Clerk's Office has independent statutory obligations under the California Public Records Act (Gov. Code § 7920.000 et seq.), and workload constraints do not toll those deadlines.

As a sitting Councilmember, I am requesting full access to responsive records needed to perform official duties (*Braun v. City of Taft*, 154 Cal.App.3d 332). If any records require confidential handling (e.g., attorney-client privilege, closed session materials), they should be produced to me with a confidentiality designation and legal basis, not withheld.

Please allow the Clerk to proceed with rolling production and provide a written production schedule for any remaining items.

I will see you later this morning.

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina

From: Milan Mrakich <MMrakich@westcovina.org>
Sent: Tuesday, January 13, 2026 9:43:39 AM
To: [redacted]@westcovina.org>; Brian Gutierrez <Brian.Gutierrez@westcovina.org>; [redacted]@westcovina.org>; [redacted]@westcovina.org>
Cc: Milan Mrakich <MMrakich@westcovina.org>
Subject: RE: CPRA Request – Mandatory Retrieval of Transtech Records (Fire Station 1, PBK, West Covina Health, Dr. Basil, and Related Communications

Brian,

I'm not sure if the entire Council is aware, but we are again very short-staffed in the City Clerk's Office. The volume of work currently in and arriving daily at the City Clerk's office is a lot. I can assure you that my staff is working at 100% effort to stay caught up. I am working to secure additional support for the department, but it will take some time. It is also more time-consuming when we receive large or complex requests.

Your request, like the others, is important, and we are doing everything we can to fulfill it.

I will see you later this morning.

Thanks,

Milan M. Mrakich | Acting City Manager

City Manager's Office | City of West Covina

1444 W. Garvey Avenue South | West Covina, CA 91790

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From: [redacted]@westcovina.org>
Sent: Tuesday, January 13, 2026 9:08 AM
To: Brian Gutierrez <Brian.Gutierrez@westcovina.org>; [redacted]@westcovina.org>; [redacted]@westcovina.org>
Cc: Milan Mrakich <MMrakich@westcovina.org>
Subject: RE: CPRA Request – Mandatory Retrieval of Transtech Records (Fire Station 1, PBK, West Covina Health, Dr. Basil, and Related Communications

Good morning. Councilman Gutierrez.

Yes, the request has been received.

[redacted]

[redacted]



From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Monday, January 12, 2026 4:12 PM
To: [redacted]@westcovina.org>; [redacted]@westcovina.org>; [redacted]@westcovina.org>
Cc: Milan Mrakich <MMrakich@westcovina.org>
Subject: Re: CPRA Request – Mandatory Retrieval of Transtech Records (Fire Station 1, PBK, West Covina Health, Dr. Basil, and Related Communications

[redacted] I need confirmation that you have received CPRA request below please. **Today is DAY 1 of 10.**

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina

From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Saturday, January 10, 2026 1:10 PM
To: [redacted]@westcovina.org>; [redacted]@westcovina.org>; [redacted]@westcovina.org>
Cc: [redacted]@transtech.org [redacted]@transtech.org>; [redacted]@transtech.org [redacted]@transtech.org>; [redacted]@transtech.org [redacted]@transtech.org>; [redacted]@transtech.org [redacted]@transtech.org>; [redacted]@transtech.org [redacted]@transtech.org>; Milan Mrakich <MMrakich@westcovina.org>; Olegario D. Cantos VII <ollie.cantos@westcovina.org>
Subject: CPRA Request – Mandatory Retrieval of Transtech Records (Fire Station 1, PBK, West Covina Health, [redacted], and Related Communications)

Dear [redacted]

As an elected Councilmember, I have an independent right to obtain information and records necessary to perform my legislative and oversight duties. I am submitting this request under the California Public Records Act (Gov. Code § 7920.000 et seq.) not because I

lack authority to access these records, but to ensure a clear statutory timeline for production and to avoid further delay. This request should not be construed as limiting my rights as a Councilmember to obtain records or information in the normal course of City business. The use of the CPRA in this instance is solely to place a mandatory response deadline on production and to ensure compliance with transparency requirements.

Scope and Direction of This Request (Important)

This CPRA request is directed exclusively to the City for retrieval of records from its contractor, Transtech Engineers, Inc., including records held by [redacted] Transtech ownership [redacted] and any Transtech personnel or agents.

This request is NOT directed to Councilmember Tony Wu, Mayor Leticia Salazar Lopez-Viado, or any elected official.

The City is required to transmit this request to Transtech and obtain responsive records pursuant to its contractual authority and oversight rights. This request is intentionally structured to avoid any interference, filtering, or obstruction by elected officials.

I. Records Requested – Fire Station 1 / PBK / Transtech

Please produce all records from January 1, 2025 to present in the City's possession, custody, or control (including records the City has the contractual right to obtain from Transtech) concerning Fire Station 1, including but not limited to:

1. [redacted] ↔ PBK

All emails, texts, attachments, drafts, notes, directives, cost analyses, schedules, and other writings to or from [redacted] with PBK Architects or any PBK personnel.

2. [redacted] ↔ PBK

All emails, texts, attachments, drafts, notes, directives, cost analyses, schedules, and other writings to or from [redacted] with PBK Architects or any PBK personnel.

3. Transtech ↔ City (Fire Station 1)

All communications between Transtech and any City employee, officer, or consultant regarding Fire Station 1 scope, design changes, cost estimates, cost escalation, timelines, directives, or instructions.

4. Transtech ↔ Tony Wu (Fire Station 1 related)

All communications to or from [redacted] or any Transtech personnel with or involving Councilmember Tony Wu regarding Fire Station 1, scope, cost, design, timelines, or directives.

5. Withholding / Delay of Cost Information

Any directives, instructions, or requests to PBK or Transtech to withhold, delay, revise, or not disclose cost information or analyses related to Fire Station 1.

6. Internal City Records

All internal City communications (emails, texts, Teams/Slack messages, memoranda) referencing Transtech, PBK, Fire Station 1, design changes, cost, scope, or directives.

II. Additional Records – Donations / Sponsorships / Communications (Lopez-Viado & Wu)

Please also produce all records from January 1, 2024 to present in the City's possession, custody, or control (including records the City has the contractual right to obtain from Transtech) reflecting any communications, sponsorships, donations, or other financial or in-kind support involving Transtech Engineers, Inc. (and any of its owners, officers, employees, agents, or affiliated entities) and the

following persons/entities, to the extent related to City business, City contracting, City projects, Fire Station 1, the City Yard, procurement, or any request for City action/assistance:

A. Transtech ↔ Mayor Leticia Salazar Lopez-Viado / Affiliated Nonprofits

- All emails, texts, letters, sponsorship requests, invoices, receipts, marketing materials, event materials, and communications between Transtech (including [redacted] and Mayor Leticia Salazar Lopez-Viado and/or any nonprofit, charity, or entity affiliated with or promoted by her.

B. Transtech ↔ Councilmember Tony Wu / CAAWC or Affiliated Nonprofits

- All emails, texts, letters, sponsorship requests, invoices, receipts, marketing materials, event materials, and communications between Transtech (including [redacted] and Councilmember Tony Wu and/or Chinese American Association of West Covina (CAAWC) or any affiliated nonprofit/charity/event entity connected to Councilmember Wu or his household.

C. City Awareness / Reporting

- All City-held records reflecting any disclosure, discussion, or internal awareness of Transtech donations/sponsorships/financial support involving the above persons/entities, including communications within the City Manager's Office, Finance, City Clerk, City Attorney's Office, or department leadership addressing conflicts/recusal considerations, vendor sponsorships, or contracting decisions.

III. Additional Records – West Covina Health / Dr. Basil

Please produce all records from January 1, 2023 to present in the City's possession, custody, or control (including records the City has the contractual right to obtain from Transtech) concerning West Covina Health and the City's role in its establishment and operations, including any involvement of Transtech Engineers, Inc. and its personnel. This includes records held by or involving [redacted] Transtech ownership, and any Transtech employee/agent assigned to City work.

Categories include, but are not limited to:

1. Formation / Establishment

Emails, drafts, proposals, scopes of work, meeting notes, presentations, or communications regarding the creation, structure, purpose, funding, or launch of West Covina Health (or any similarly named City-affiliated health initiative/entity/program).

2. Hiring / Engagement of [redacted]

All records reflecting recruitment, selection, engagement, contracting, credentialing, onboarding, or hiring-related communications concerning [redacted] including role definition, compensation, scope, start date, supervision/reporting structure, and funding source.

3. City Involvement / Oversight

Communications between Transtech and City staff/officials regarding West Covina Health operations, staffing, procurement, contracting, budgeting, invoicing, grant applications, deliverables, or strategic direction.

4. Meetings / Calendar Entries

Meeting invitations, calendar entries, agendas, notes, summaries, or attachments for meetings where West Covina Health or [redacted] were discussed involving any Transtech personnel and any City staff/official.

IV. Contractor Records – Constructive Possession / Contractual Retrieval (Mandatory)

Transtech Engineers, Inc. is a publicly funded City contractor performing core governmental functions. Records created, received, or maintained by Transtech in the performance of its City contract are public records to the extent they are in the City's possession, custody, or control, or are required to be obtained by the City under its consultant agreements. The City's CPRA obligations extend to records that are constructively possessed by the City through its agents and contractors when those records relate to the conduct of public business.

Accordingly, the City shall transmit this request to Transtech and obtain responsive records held by:

- [redacted]
- [redacted]
- [redacted] and Transtech ownership
- Any Transtech employee, agent, or representative involved in Fire Station 1, the City Yard, West Covina Health, or related City projects

This includes all emails, text messages, attachments, drafts, cost analyses, directives, and communications with PBK and any communications referencing or involving City officials.

Under no circumstances is this request to be routed through, disclosed to, or coordinated with Councilmember Tony Wu or Mayor Leticia Salazar Lopez-Viado.

V. IT Search and Personal Accounts

Please direct the City's IT Department to conduct a comprehensive search of City servers, archives, backups, and systems for responsive records, including any emails sent from or received by City accounts and any City business conducted through personal accounts used by City officials or staff. This includes, but is not limited to, searches of accounts used by staff in Public Works, Engineering, Building, Planning, Health, and the City Manager's Office.

VI. Public Funds and Transparency

Transtech has received substantial taxpayer funds for City projects. Transparency and full production of consultant communications relating to Fire Station 1, West Covina Health, and related City business are required. The City may not avoid disclosure by delegating public work to a contractor.

VII. Preservation of Records

Please preserve all responsive records and ensure that Transtech is instructed to preserve all records relating to Fire Station 1, the City Yard, West Covina Health, and Dr. Basil, including emails, texts, attachments, drafts, and metadata.

VIII. Handling / Non-Disclosure / Anti-Interference Notice

This request shall be handled solely by the City Clerk, Custodian of Records, City Manager's Office, and IT for purposes of retrieval and compliance.

Do not notify, copy, or involve Councilmember Tony Wu, Mayor Leticia Salazar Lopez-Viado, or any third party in connection with this request.

IX. Timeline, Withholding, and Enforcement

Pursuant to Government Code § 7922.535, please acknowledge receipt and provide the City's determination within ten (10) days. If the City claims an extension, it must be justified in writing as permitted by statute. I will authorize one reasonable extension if properly supported.

If any portion of this request is denied or redacted, please provide the specific legal basis for each withholding, including citation to the applicable exemption and an explanation of how it applies.

If the City fails to produce non-exempt records in compliance with the CPRA, I will pursue all remedies available under law to compel production, including judicial enforcement.

Please confirm in writing that the City will retrieve responsive records from Transtech pursuant to its contractual authority.

Sincerely,

Brian Gutierrez

Councilmember, 1st District

City of West Covina

ATTACHMENT 23

Gmail Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Follow-up to today's interview — clarification re: toy giveaway and scope

Brian Gutierrez <Brian.Gutierrez@westcovina.org> Thu, Dec 11, 2025 at 11:47 PM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>

Hi Ms. Gemelli,

Thank you for today's interview. I want to clarify my response about the holiday toy giveaway, and also address the comparison that was raised to CAAWC and Film It West Covina.

1) Toy giveaway — what it was and what it wasn't

- The event was *offered to the City* by private donors (e.g., Mattel and others) on a "take it or leave it" basis. City leadership could accept it for our residents or decline it.

- Because it was an external donation, there were no City procurement contracts, purchase orders, or city-funded purchases related to toys. The only City cost was staff time to help execute the event.

- The purpose was to honor and support Police and Fire; those departments received thousands of toys to use in their own community programs, plus check donations to their charitable support groups. LASD also did a flyover in support.

- I helped coordinate, but no City official—including me—profited from the event, and there was no quid-pro-quo with any vendor or nonprofit.

Given those facts, I viewed the question about "auditing my toy giveaway" as misplaced. The City had the option to participate or not; it was a straightforward community donation event, not a City procurement or sponsorship arrangement.

2) Why this is different from CAAWC and Film It West Covina

- Those organizations sought or received City sponsorships/allocations and staff support (including proposals to direct City-related event revenues to them).

- When Council requested audits/financial records, they were the only groups that declined to provide their books, despite multiple requests.

- There are also conflict-of-interest concerns already in the hands of law enforcement (e.g., loans from Councilmember Wu's lending company to Mayor Lopez Viado that were not disclosed on Form 700s; the Aurio Lighting matter, with City records reflecting roughly $185,060.81 in payments, and extensive emails and invoices involving [redacted]). These are criminal-law issues distinct from HR.

For those reasons, the toy giveaway is not comparable to CAAWC or Film It. One was a donation-driven community event the City could accept or decline; the other involves City sponsorships, financial controls, and potential self-dealing already under investigation.

3) Scope of your inquiry

I respect your role as the City's outside HR investigator. To avoid any appearance of interfering with an active criminal investigation, I ask that your review stay focused on workplace/HR matters (e.g., discrimination, retaliation, ADA/interactive process), and not make legal determinations about public-corruption allegations. I am fully cooperating with the District Attorney and will continue to provide that office with evidence on the criminal side.

If you need any *HR-relevant* documents from me (emails about the interactive process, accommodation requests, meeting notes, etc.), I'll provide them promptly. I will also continue to protect witnesses from retaliation and maintain their confidentiality consistent with law and best practices.

Please confirm receipt, and let me know if you need anything further limited to the HR scope.

Best regards,
Brian Gutierrez
Councilmember, 1st District
City of West Covina

ATTACHMENT 24

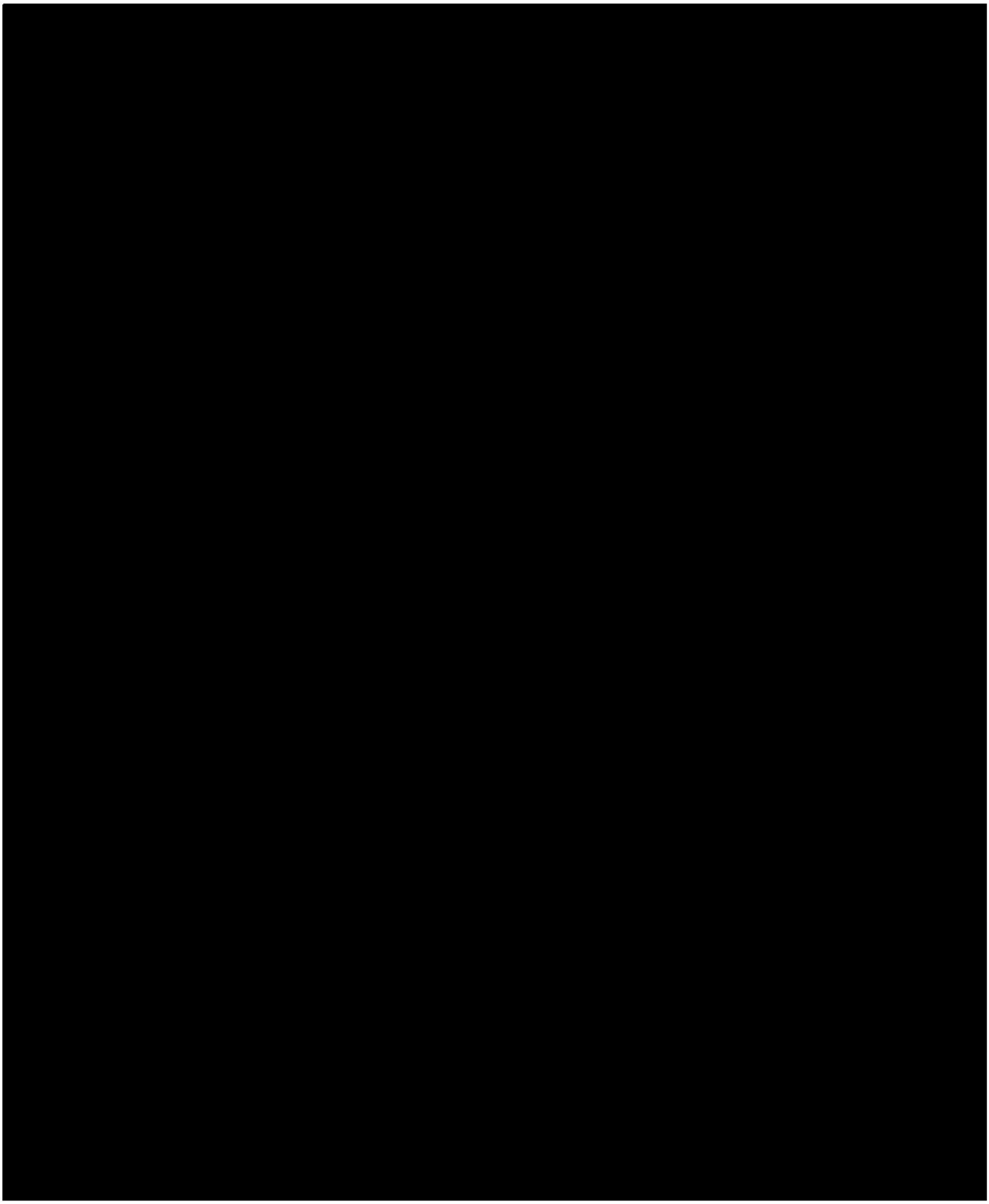
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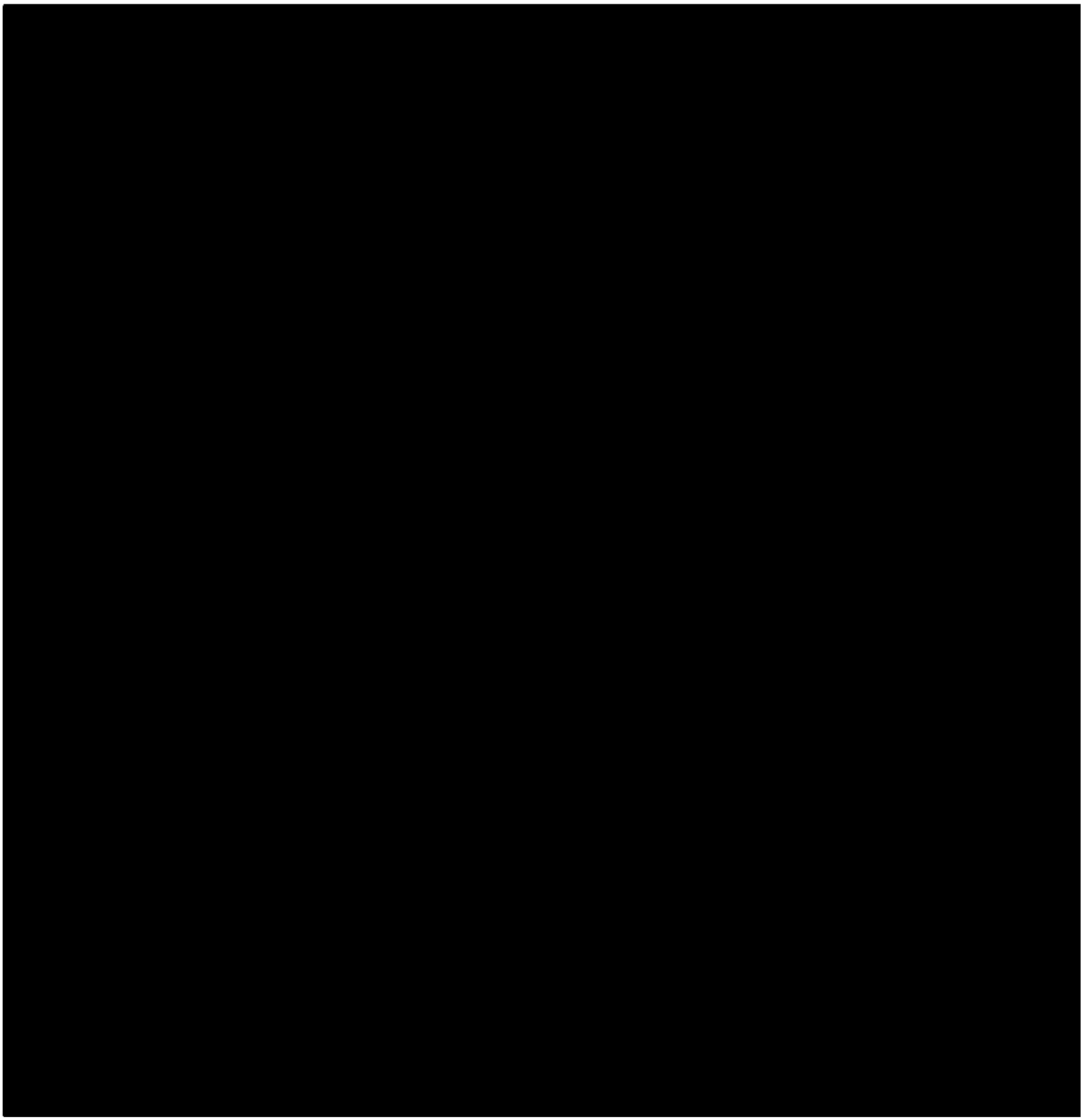
[redacted]

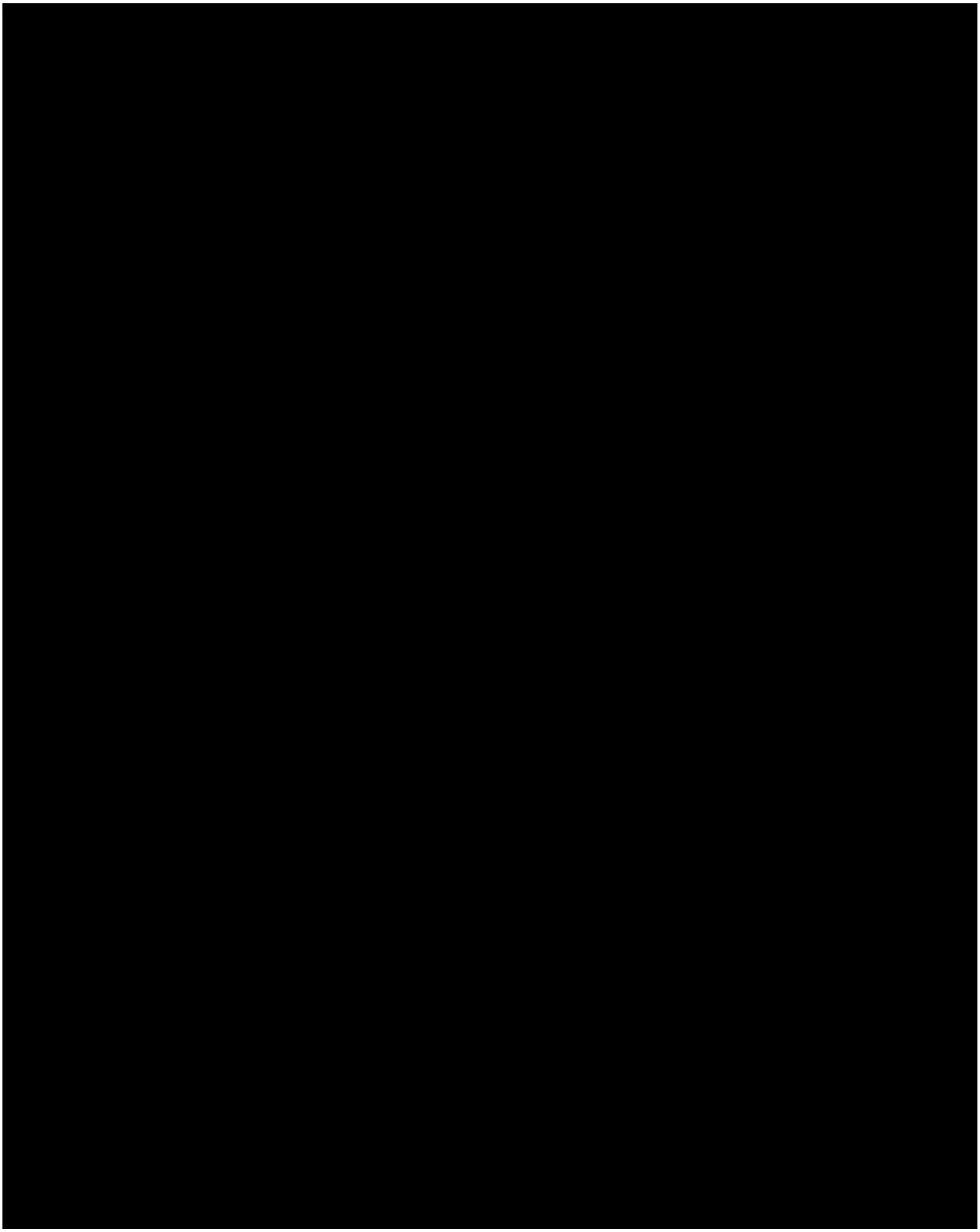












[redacted]

ATTACHMENT 25

[redacted]

[redacted]

[redacted]





ATTACHMENT NO. 2

RESOLUTION NO. 2026-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, EXPRESSING CENSURE OF COUNCILMEMBER BRIAN GUTIERREZ

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 operating under the council-manager form of government, in which the City Council serves as the legislative body responsible for establishing municipal policy and the City Manager is responsible for the administration of City operations and the supervision of City staff; and

WHEREAS, members of the City Council are expected to conduct themselves in a manner consistent with the orderly governance of the City and with the standards of professional conduct applicable to elected officials; and

WHEREAS, on September 16, 2025, during a duly noticed City Council meeting, concerns were raised by members of the City Council regarding alleged unprofessional conduct among certain Councilmembers; and

WHEREAS, rather than proceeding immediately with a motion to censure, the City Council voted unanimously to retain an independent third-party investigator to review the concerns raised; and

WHEREAS, on September 22, 2025, the City Council retained Gemelli Employment Law to conduct an independent investigation into concerns raised among members of the City Council regarding conduct occurring in connection with City governance; and

WHEREAS, the investigation conducted by Gemelli Employment Law included interviews of witnesses, review of recorded City Council meetings, and review of documents and correspondence relevant to the concerns raised; and

WHEREAS, Gemelli Employment Law prepared a Confidential Investigation Report dated February 26, 2026 summarizing the investigative process and the investigator's factual findings; and

WHEREAS, on March 3, 2026, during a duly noticed City Council meeting, the City Council received and filed the investigation report prepared by Gemelli Employment Law; and

WHEREAS, the investigation report includes a finding, identified as "Sustained," that Councilmember Brian Gutierrez engaged in unprofessional conduct that others reasonably perceived as intimidating and retaliatory; and

WHEREAS, the City Council has authority to take governance-based actions addressing the conduct of its members when such conduct affects the orderly functioning of the City's legislative body; and

WHEREAS, a resolution of censure is a formal expression of the legislative body's disapproval of conduct determined to be inconsistent with the standards expected of members of the legislative body, but does not remove the elected official from office and does not alter the official's legal authority as a member of the City Council; and

WHEREAS, prior to deliberation by the City Council, Councilmember Gutierrez was afforded an opportunity to address the City Council in open session regarding the matters described in the investigation report; and

WHEREAS, the City Council has reviewed the investigative materials and considered the findings contained in the February 26, 2026 investigation report.

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

SECTION 1. The City Council finds that the above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby formally censures Councilmember Brian Gutierrez for conduct determined, based on the findings contained in the February 26, 2026 investigation report prepared by Gemelli Employment Law, to constitute unprofessional conduct that others reasonably perceived as intimidating and retaliatory.

SECTION 3. Through this Resolution of Censure, the City Council expresses its disapproval of such conduct and affirms its expectation that all members of the City Council will conduct themselves in a manner consistent with the standards necessary to maintain effective, respectful, and professional governance.

SECTION 4. The City Council further affirms the governance structure of the City under the council-manager form of government and the professional standards necessary for that structure to function effectively. Under this form of government, the City Council acts collectively as the legislative and policy-making body of the City. The City Council establishes municipal policy, adopts ordinances and resolutions, approves the budget, and sets the overall strategic direction of the City through action taken at duly noticed public meetings.

The City Manager serves as the City's chief administrative officer and is responsible for the implementation of City Council policy, the administration of City operations, and the supervision and direction of City employees. Administrative authority flows from the City Council collectively to the City Manager, and from the City Manager to department heads and City staff.

Because City employees operate within this administrative chain of command, the effective functioning of the council-manager form of government depends upon interactions between elected officials and City staff that are professional and free from conduct that could reasonably be perceived as intimidating or retaliatory. Conduct of that nature can undermine the ability of staff to carry out their administrative responsibilities and can interfere with the orderly functioning of municipal governance.

Consistent with this structure, individual Councilmembers do not possess independent authority to direct City employees or to interfere with the administrative operations of the City. The City Council therefore reaffirms its expectation that interactions between Councilmembers and City staff occur in a manner that respects the City's governance structure and supports the effective, professional, and orderly administration of City government.

SECTION 5. Nothing in this Resolution removes Councilmember Gutierrez from office, limits his legal authority as a duly elected member of the City Council, or otherwise alters the powers or duties assigned to members of the City Council under applicable law.

SECTION 6. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 17th day of March, 2026.

_____
Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, CMC, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2026-30 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 17th day of March, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick, CMC
Assistant City Clerk