# CITY OF WEST COVINA

## CITY COUNCIL/SUCCESSOR AGENCY

JUNE 2, 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 JUNE 2, 2026, 7:00 PM
## REGULAR MEETING

### INVOCATION
Led by Pastor Al Richardson from New Beginning Christian Fellowship of West Covina

### PLEDGE OF ALLEGIANCE
Led by Mayor Pro Tem Cantos

### ROLL CALL

### REPORTING OUT FROM CLOSED SESSION

### PRESENTATIONS

- Certificate Recognizing Miss Nikki's Event Productions for its Night Market at Hurast Ranch
- Taste of West Covina Presentation Recognizing SisigLA
- Taste of West Covina Presentation Recognizing La Vaquita Cafe
- Presentation by Valley Light Center

### 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 MAY 5, 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR AND CLOSED SESSION MEETING MINUTES, AND THE MAY 19, 2026, CITY COUNCIL/SUCCESSOR AGENCY/WEST COVINA COMMUNITY SERVICES FOUNDATION REGULAR SESSION MEETING MINUTES. THE MAY 19, 2026, CLOSED SESSION MEETING WAS CANCELED.

That the City Council approve the following minutes:

- The May 5, 2026, City Council/Successor Agency/West Covina Regular and Closed Session Meeting Minutes, and;
- The May 19, 2026, City Council/Successor Agency/West Covina Community Services Foundation Regular Session Meeting Minutes. The May 5, 2026 Closed Session Meeting was canceled.

## CITY ATTORNEY'S OFFICE

### 2) CONSIDERATION OF CITY MANAGER EMPLOYMENT AGREEMENT WITH MILAN MRAKICH

Pursuant to the direction provided at the May 5, 2026 City Council meeting, it is recommended that the City Council:

1. Appoint Milan Mrakich as the City Manager.
2. Approve the City Manager Employment Agreement with Milan Mrakich.

## CITY CLERK'S OFFICE

### 3) CONSIDERATION OF RESOLUTIONS RELATING TO THE NOVEMBER 5, 2026 ELECTION

It is recommended that the City Council adopt the following Resolutions relating to the November 3, 2026 General Municipal Election:

**RESOLUTION NO. 2026-47 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES**

**RESOLUTION NO. 2026-48 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE**

**RESOLUTION NO. 2026-49 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS FOR AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026**

## COMMUNITY DEVELOPMENT

**4)** CONSIDERATION OF RESOLUTION APPROVING AND ADOPTING LIST OF FISCAL YEAR 2026-2027 PROJECTS FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

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

**RESOLUTION NO. 2026-36- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING AND ADOPTING A LIST OF FISCAL YEAR 2026-2027 PROJECTS FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

## FIRE DEPARTMENT

**5) CONSIDERATION OF AN AGREEMENT WITH ON DUTY HEALTH FOR FIRE DEPARTMENT WELLNESS PROGRAM**

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

Authorize the City Manager to negotiate and execute a Professional Services Agreement with On Duty Health, LLC to provide employee health services at a cost of $1,518 per employee, for a total annual expenditure not to exceed $106,260, in such form as approved by the City Attorney

## PUBLIC WORKS

**6) CONSIDERATION OF NEED TO CONTINUE EMERGENCY REPAIRS AT FIRE STATION 3**

It is recommended that the City Council review the emergency action for the emergency conditions at Fire Station 3 and adopt the following resolution:

**RESOLUTION NO. 2026-50 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING, BY A FOUR-FIFTHS VOTE OF THE CITY COUNCIL, THAT THERE IS A NEED TO CONTINUE THE EMERGENCY ACTION AT FIRE STATION 3**

**7) CONSIDERATION OF AGREEMENT FOR JANITORIAL SERVICES FOR CITY BUILDINGS AND FACILITIES**

It is recommended that the City Council:

1. Award the contract for Request for Proposals (RFP) No. 2026-14 for janitorial services for City facilities to UMS, Inc. dba United Maintenance Systems.
2. Authorize the City Manager to negotiate and execute a Maintenance Services Agreement with UMS, Inc. dba United Maintenance Systems, in such final form as approved by the City Attorney, with an annual maximum compensation amount of $316,200 and an overall maximum compensation amount of $1,976,250 (which includes 25% for additional work as approved by the City Manager). The agreement includes an initial term of three years, from July 1, 2026 through June 30, 2029, with the option to extend the term for two (2) one (1) year periods; and
3. Authorize the City Manager to negotiate and execute any amendments or extensions to the agreement.

**END OF CONSENT CALENDAR**

## HEARINGS

## PUBLIC HEARINGS

### 8) CONSIDERATION OF PROGRAM YEAR (PY) 2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN

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

1. Approve the proposed Program Year (PY) 2026 CDBG Action Plan; and
2. Designate the City Manager as the official representative of the City to administer the programs, to execute and submit all required agreements, certifications, and documents required by the U.S. Department of Housing and Urban Development (HUD), and to execute all subrecipient agreements for the use of funds approved in the PY 2026 Annual Action Plan; and
3. Authorize the City Manager to negotiate and execute all necessary documents and agreements, in such final form as approved by the City Attorney, to carry out the City Council's direction.

### 9) CONSIDERATION OF INTRODUCTION OF ORDINANCE NO. 2540 APPROVING CODE AMENDMENT NO. 26-01, AMENDING CHAPTER 26 OF THE WEST COVINA MUNICIPAL CODE TO ESTABLISH REASONABLE DEVELOPMENT STANDARDS FOR SUPPORTIVE AND TRANSITIONAL HOUSING, UPDATE THE LAND USE TABLE REGARDING HOTEL AND MOTEL CONVERSIONS, AND ESTABLISH CRITERIA FOR THE AUTOMATIC WITHDRAWAL OF INACTIVE OR INCOMPLETE PLANNING APPLICATIONS

It is recommended that the City Council conduct a public hearing and introduce the following ordinance:

**ORDINANCE NO. 2540 — AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 26-01, AMENDING CHAPTER 26 (ZONING) OF THE WEST COVINA MUNICIPAL CODE TO ESTABLISH REASONABLE DEVELOPMENT STANDARDS FOR SUPPORTIVE AND TRANSITIONAL HOUSING, UPDATE THE LAND USE TABLE REGARDING HOTEL AND MOTEL CONVERSIONS, AND ESTABLISH CRITERIA FOR THE AUTOMATIC WITHDRAWAL OF INACTIVE OR INCOMPLETE PLANNING APPLICATIONS**

### 10) CONSIDERATION OF ADOPTION OF ORDINANCE NO. 2539 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING BY REFERENCE PORTIONS OF TITLE 10 (ANIMALS) OF THE LOS ANGELES COUNTY CODE OF ORDINANCES RELATING TO SPAY AND NEUTER AND MICROCHIPPING REQUIREMENTS AND AMENDING CHAPTER 6 (ANIMALS AND FOWL) OF THE WEST COVINA MUNICIPAL CODE

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

1. Conduct a public hearing regarding Ordinance No. 2539.
2. Adopt the following ordinance:

**ORDINANCE NO. 2539 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST**
**COVINA, CALIFORNIA, ADOPTING BY REFERENCE PORTIONS OF TITLE 10 (ANIMALS) OF THE LOS ANGELES COUNTY CODE OF ORDINANCES**

**RELATING TO SPAY AND NEUTER AND MICROCHIPPING REQUIREMENTS AND AMENDING CHAPTER 6 (ANIMALS AND FOWL) OF THE WEST COVINA MUNICIPAL CODE**

## DEPARTMENTAL REGULAR MATTERS

## CITY MANAGER'S OFFICE

### 11) CONSIDERATION OF ADOPTION OF CITY OF WEST COVINA POLICY REGARDING DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING MEETINGS

Staff recommends that the City Council adopt the following resolution:

**RESOLUTION NO. 2026-52 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING AND ADOPTING A POLICY REGARDING DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING CITY COUNCIL MEETINGS**

## COMMUNITY DEVELOPMENT

### 12) WEST COVINA GREEN STREET FEASIBILITY STUDY

It is recommended that the City Council receive and file the West Covina Green Street Feasibility Study update and provide feedback.

## 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.)*

### 13) STATUS OF THE CITY OF WEST COVINA YOUTH BASKETBALL PROGRAM AT THE CAMERON PARK COMMUNITY CENTER

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

## CITY COUNCIL COMMENTS

## ADJOURNMENT

## 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:** June 2, 2026

**TO:** Mayor and City Council

**FROM:** Milan Mrakich, Acting City Manager

**SUBJECT:** **CONSIDERATION OF APPROVAL OF THE MAY 5, 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR AND CLOSED SESSION MEETING MINUTES, AND THE MAY 19, 2026, CITY COUNCIL/SUCCESSOR AGENCY/WEST COVINA COMMUNITY SERVICES FOUNDATION REGULAR SESSION MEETING MINUTES. THE MAY 19, 2026, CLOSED SESSION MEETING WAS CANCELED.**

## RECOMMENDATION:

That the City Council approve the following minutes:

- The May 5, 2026, City Council/Successor Agency/West Covina Regular and Closed Session Meeting Minutes, and;
- The May 19, 2026, City Council/Successor Agency/West Covina Community Services Foundation Regular Session Meeting Minutes. The May 5, 2026 Closed Session Meeting was canceled.

## BACKGROUND:

On May 19, 2026, a request was made to review the minutes of the May 5, 2026, City Council meeting to confirm the motion concerning the potential tax measure.

## DISCUSSION:

During the City Council Requests for Reports, Studies, or Investigation portion of the City Council Meeting, Mayor Lopez-Viado asked if there was interest by Mayor Pro Tem Cantos and Councilmember Gutierrez to make a motion regarding the possibility of a tax measure. After much discussion, the following motion was made by Mayor Pro Tem Cantos and seconded by Councilmember Gutierrez: "To convene all stakeholders for the purpose of determining a framework for doing a public safety tax in support of Police and Fire." The request was approved on a 3-2 vote, with Councilman Wu and Councilwoman Diaz voting no.

City Council Meetings can be viewed online via https://www.youtube.com/@WestCovinaCity or on the City's webpage under the Current Meetings & Agendas webpage.

**Prepared by:** Lisa Sherrick, Assistant City Clerk

**Attachments**

Attachment No. 1 - 5/19/2026 Regular Session Minutes Draft

Attachment No. 2 - 5/5/2026 Closed Session Minutes Draft
Attachment No. 3 - 5/5/2026 Regular Session Minutes Draft

**CITY COUNCIL GOALS & OBJECTIVES:** Enhance City Image and Effectiveness

# CITY OF WEST COVINA

# CITY COUNCIL/SUCCESSOR AGENCY/ WEST COVINA COMMUNITY SERVICES FOUNDATION

MAY 19, 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

DRAFT

**INVOCATION**
Led by Chaplain MoseZetta Howard from Murph-Chapel St. Paul AME Church

**PLEDGE OF ALLEGIANCE**
Led by Councilman Wu

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

**REPORTING OUT FROM CLOSED SESSION**
Closed Session was canceled

**PRESENTATIONS**

- Certificate Recognizing the Police Unity Tour
- Retirement Presentation Honoring Officer Jeff Mosley
- Proclamation Recognizing Nation Public Works Week
- Proclamation Recognizing Mental Health Awareness Month and Certificate Celebrating 55 Years Strong for L.A. CADA
- Proclamation Recognizing Asian American and Pacific Islander Month
- Taste of West Covina Presentation Recognizing Islands Restaurant
- Taste of West Covina Presentation Recognizing Preferred Services
- Insurance Legislative Update

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

**ORAL COMMUNICATIONS - Three (3) minutes per speaker**
John Shewmaker
Josh Murray
Danny Roman
Mario Moet
Lamar Salas
Freeda Jaeger
Larry Petterson
Mario Sobalvarro
Jerri Potras
Elsie Messman
Steve Geoffrion
Doug Fore
Andrew Delgado
Carlos Rosales
Carlos
Charles Guerrero
Steve Bennett
Jeff A
Gary Edwards

**CONSENT CALENDAR**

***ACTION: Motion by Mayor Pro Tem Cantos and Second by Councilman Wu, 4-0 to:*** *Approve Consent Calendar Items 2, 3, and 6. (Item No.1, 4, and 5 was pulled by Councilmember Gutierrez)*

***ACTION: Motion by Councilman Wu and Second by Mayor Lopez-Viado, 2-2 (No: Cantos, Gutierrez) to:*** *Approve Consent Calendar Item No. 3. (Item No.3 was pulled by Councilmember Gutierrez)*

DRAFT

***ACTION: Motion by Mayor Lopez-Viado Wu and Second by Councilman Wu, 3-1 to:*** *Approve Consent Calendar Item No. 5. (Item No.5 was pulled by Councilmember Gutierrez)*

**APPROVAL OF MEETING MINUTES**

1) **CONSIDERATION OF APPROVAL OF THE MAY 5, 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE MAY 5, 2026, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.**

**Staff agreed to bring this item back at a future meeting**

**FINANCE DEPARTMENT**

2) **CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE WEST COVINA MAINTENANCE & CRAFTS EMPLOYEES' ASSOCIATION (WCMCA)**

**Carried 4-0 to:** adopt the following resolution:

> **RESOLUTION NO. 2026-28 — A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA MAINTENANCE & CRAFTS ASSOCIATION (WCMCA) FOR THE PERIOD OF JULY 1, 2024, THROUGH JUNE 30, 2028.**

3) **AUDIT COMMITTEE UPDATE**

**Carried 4-0 to:** receive and file the informational report

4) **PROPOSED FISCAL YEAR 2026-27 WEST COVINA COMMUNITY SERVICES FOUNDATION BUDGET**

**Carried 2-2 (No: Cantos, Gutierrez) to:**

1. Receive and file the Proposed Annual Budget; and
2. Schedule the Annual Budget (incorporated in the Operating and Capital Improvement Program Budget) for consideration at the June 16, 2026 City Council meeting.

5) **CONSIDERATION OF BUDGET TRANSFER FOR COMMUNITY SERVICES DEPARTMENT**

DRAFT

**Carried 3-1 (No: Gutierrez) to:** approve the Budget Transfer of $182,751 for Other Special Events

**PUBLIC WORKS**

6) **CONSIDERATION OF NEED TO CONTINUE EMERGENCY REPAIRS AT FIRE STATION 3**

**Carried 4-0 to:** review the emergency action for the emergency conditions at Fire Station 3 and adopt the following resolution:

**RESOLUTION NO. 2026-38 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING, BY A FOUR-FIFTHS VOTE OF THE CITY COUNCIL, THAT THERE IS A NEED TO CONTINUE THE EMERGENCY ACTION AT FIRE STATION 3**

**END OF CONSENT CALENDAR**

**MAYOR/COUNCILMEMBERS REPORTS**
None

**CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION**

- Motion by Mayor Lopez-Viado to bring back a report on the basketball league. Second by Councilman Wu. No objection.
- Motion by Councilman Wu to review the policy and guidelines on what can be reimbursed for council member purchases. Second by Mayor Lopez-Viado. No objection.

**CITY COUNCIL COMMENTS**

- Mayor Lopez-Viado reminded the public about the Memorial Day and Boba Fest events.

**-THIS SECTION IS INTENTIONALLY LEFT BLANK-**

**ADJOURNMENT**

DRAFT

A motion to adjourn the Regular Meeting was made, and the meeting was adjourned at 10:58 p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, June 2, 2026, at 7:00 p.m. in the Council Chamber, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

_____
Lisa Sherrick, CMC
Assistant City Clerk

_____
Letty Lopez Viado
Mayor

DRAFT

# CITY OF WEST COVINA

# CITY COUNCIL/SUCCESSOR AGENCY

MAY 5, 2026, 6:00 PM
REGULAR MEETING - CLOSED SESSION

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

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

# MINUTES

**CALL TO ORDER**
A Regular Session Meeting was called to order by Mayor Lopez-Viado on Tuesday, May 5, 2026, at 6:00 p.m., in the Management Resource Center, 1444 West Garvey Avenue South, West Covina, California.

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

City Staff: Milan Mrakich, Acting City Manager, Nilesh Mehta, Assistant City Manager. Thomas Duarte, City Attorney, Jamar M. Boyd-Weatherby, Jones Mayer, Michael Sargent, Graves & King

DRAFT

**PUBLIC COMMENTS ON ITEMS ON THE AGENDA**
None

**CLOSED SESSION**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION -Pursuant to Government Code Â§ 54957(b)(1)
Title: Acting City Manager

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

1.Harris, Jessica Dawn v. City of West Covina (LA Superior Court; Case No.26PSCV00803)
2.Kennedy, Carter (a minor) v. West Covina Unified School District (LA Superior Court Case; No. 26PSCV00800)
3. Rodriguez, David v. City of West Covina (LA Superior Court Case; No. 23PSCV03801)
4. Rosales, Giesela v. City of West Covina (LA Superior Court Case; No. 24PSCV03968)
5. Viz, Satvik v. City of West Covina (LA Superior Court Case; No. 24PSCV03006)
6. Welsh, Albert v. City of Covina (LA Superior Court Case; No. 22STCV13917)

3. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Â§ 54957.6
City Negotiators: Mrakich, Duarte
Employee Organizations

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

Unrepresented Employee Group

- Department Heads

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**REPORTING OUT FROM CLOSED SESSION**
With regard to item number one, public performance evaluation on a motion by Councilwoman Diaz and a second by Mayor Lopez-Viado on a vote of 5-0, the City Council directed the City Attorney to negotiate and draft an agreement between the City and Milan Mrakich naming him as City Manager and this agreement will be brought back on June 2, 2026 for Council action.

With regard to item number two, under existing litigation, number two, Kennedy v City of West Covina This case is a non-jurisdictional matter, the incident did not occur on the City property and this case has been dismissed.

**ADJOURNMENT**
A motion to adjourn the Regular Closed Meeting was made by Mayor Letty Lopez-Viado, and the meeting was adjourned at 6:43 p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, May 19, 2026, at 6:00 p.m. in the Management Resource Center 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

_____
Lisa Sherrick
Assistant City Clerk

_____
Letty Lopez-Viado
Mayor

DRAFT

# CITY OF WEST COVINA

# CITY COUNCIL/SUCCESSOR AGENCY

MAY 5, 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

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**INVOCATION**
Led by Pastor Mason Okubo from Immanuel First Lutheran Church

**PLEDGE OF ALLEGIANCE**
Led by Councilwoman Diaz

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

**REPORTING OUT FROM CLOSED SESSION**
With regard to item number one, public performance evaluation on a motion by Councilwoman Diaz and a second by Mayor Lopez-Viado on a vote of 5-0, the City Council directed the City Attorney to negotiate and draft an agreement between the City and Milan Mrakich naming him as City Manager and this agreement will be brought back on June 2, 2026 for Council action.

With regard to item number two, under existing litigation, number two, Kennedy v City of West Covina This case is a non-jurisdictional matter, the incident did not occur on the City property and this case has been dismissed.

**PRESENTATIONS**

- Proclamation Recognizing National Corrections Officers and Employees Week
- Proclamation Recognizing National Police Week
- Certificate Recognizing Baker2Vegas 1st Place
- Proclamation Recognizing the 57th Annual Professional Municipal Clerks Week
- Proclamation Recognizing National Small Business Week
- Taste of West Covina Presentation Recognizing El Pescador West Covina
- Taste of West Covina Presentation Recognizing Mr. Menudo West Covina
- Presentation by Vaccine Vet Clinic

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

**ORAL COMMUNICATIONS - Three (3) minutes per speaker**
John Shewmaker
Jerri Potras
Gloria G
Gregory McQueen
Josh Murry
Steve Bennett
Justin Harvey
Jesus Gomez
Patricia Mendoza
Samuel Martinez
J.D.
Ray Vincentt Vargas Jr

**CONSENT CALENDAR**

***ACTION: Motion by Councilman Wu and Second by Councilwoman Diaz, 5-0 to:*** *Approve Consent Calendar Item No. 1, 2, and 4. (Item No.1 was not pulled however Councilmember Gutierrez voted ABSTAIN on Item No.1)*

DRAFT

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

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

**APPROVAL OF MEETING MINUTES**

1) **CONSIDERATION OF APPROVAL OF THE APRIL 21, 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE APRIL 21, 2026, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.**

**Carried 4-1 (Abstain: Gutierrez) to:** approve the April 21, 2026, City Council/Successor Agency Regular Session Meeting Minutes and the April 21, 2026, City Council/Successor Agency Closed Session Meeting Minutes.

**COMMISSION SUMMARY OF ACTIONS**

2) **CONSIDERATION OF APPROVAL OF TRAFFIC RECOMMENDATIONS FROM THE TRAFFIC COMMITTEE MEETINGS BETWEEN DECEMBER 2025 AND MARCH 2026**

**Carried 5-0 to:** approve the Traffic Committee recommendations detailed in the staff report for traffic engineering improvements citywide from the meetings held between December 2025 and March 2026.

**CITY MANAGER'S OFFICE**

3) **CONSIDERATION OF EXCLUSIVE NEGOTIATION AGREEMENT FOR THE CITY YARD PROJECT SITE IN THE CITY OF WEST COVINA**

**Carried 3-2 (No: Cantos and Gutierrez) to:** authorize the Acting City Manager to negotiate and execute all necessary documents to effectuate an Exclusive Negotiation Agreement (ENA) with Brandywine Acquisition Group, LLC (Brandywine) for the sale of the City Yard property (811 South Sunset Avenue).

**FIRE DEPARTMENT**

4) **CONSIDERATION OF SECOND AMENDMENT TO THE AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR EMS EDUCATOR**

DRAFT

**SERVICES FOR THE FIRE DEPARTMENT**

**Carried 5-0 to:** authorize the Acting City Manager to execute the Second Amendment to EMS Educator Services Agreement with the Regents of the University of California on behalf of the UCLA Center for Prehospital Care.

**PUBLIC WORKS**

5) **CONSIDERATION OF NEED TO CONTINUE EMERGENCY REPAIRS AT FIRE STATION 3**

**Carried 5-0 to:** review the emergency action for the emergency conditions at Fire Station 3 and adopt the following resolution:

> **RESOLUTION NO. 2026-35 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING, BY A FOUR-FIFTHS VOTE OF THE CITY COUNCIL, THAT THERE IS A NEED TO CONTINUE THE EMERGENCY ACTION AT FIRE STATION 3**

**END OF CONSENT CALENDAR**

**DEPARTMENTAL REGULAR MATTERS**

**FINANCE DEPARTMENT**

6) **PROPOSED FISCAL YEAR 2026-27 OPERATING AND CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET**

***ACTION: Motion by Mayor Pro Tem and Second by Councilmember Gutierrez Diaz, 2-3(No: Wu, Diaz, Lopez-Viado) to:*** *Strike language Page 25: "Continue to respond to the global COVID-19 pandemic" and "With due regard to General Fund fiscal impacts, respond to California Department of Public Health (CDPH) proposed regulations. Seek provisional approval from CDPH for creation of a fiscally sustainable municipal health department. Prepare a Community Health Needs Assessment, Community Health Improvement Plan and other studies as may be required by CDPH and the Public Health Accreditation Board. Negotiate and execute agreement(s) for Health Department laboratory services". And language on Page 53: "Advanced the Establishment of the West Covina Health Department: The City Manager's Office continues to work in close coordination with the California Department of Public Health (CDPH) on the establishment of a local health department. This critical effort underscores the City's dedication to expanding public health services and ensuring community well-being" – 2-3*

DRAFT

***ACTION: Motion by Mayor Lopez-Viado and Second by Councilman Wu, 5-0 to:***:

1. Receive and file the Proposed Fiscal Year 2026-27 Operating and Capital Improvement Program Budget; and
2. Schedule the budget for consideration at the June 16, 2026 City Council meeting.

7) **LONG-RANGE FINANCIAL FORECAST FOR FY 2027-2031**

No objection to receive and file the Long-Range Financial Forecast for fiscal years ending 2027-2031.

**MAYOR/COUNCILMEMBERS REPORTS**

- Councilmembers Diaz, Wu, and Mayor Pro Tem Cantos spoke on their attendance at the JPIA Conference.

**CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION**

- Mayor Pro Tem Cantos asked for a resolution to present to Council regarding data centers and battery storage facilities. Second by Councilman Wu, no objection.
- Mayor Pro Tem Cantos would like to convene with all stakeholders for the purpose of determining a framework for doing a public safety tax supportive of police and fire. Second by Councilmember Gutierrez 3-2 (No: Diaz, Wu)

**CITY COUNCIL COMMENTS**

- Councilmembers wished all a Happy Mother's Day
- Councilmember Gutierrez thanked Finance Director Ogawa for her work on the budget and also wished all a Happy Mother's Day.
- Mayor Pro Tem Cantos shared information from Los Angeles County Commissioner Matt Kuranza, there is a $1000 grant for a kid who puts together the top video for 3 minutes about climate sustainability. If interested, please contact Mayor Pro Tem.

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**-THIS SECTION IS INTENTIONALLY LEFT BLANK-**

**ADJOURNMENT**

A motion to adjourn the Regular Meeting was made, and the meeting was adjourned at 11:14 p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, May 19, 2026, at 7:00 p.m. in the Council Chamber, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

_____
Lisa Sherrick, CMC
Assistant City Clerk

_____
Letty Lopez Viado
Mayor

DRAFT

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 2, 2026

**TO:** Mayor and City Council

**FROM:** Thomas P. Duarte, City Attorney

**SUBJECT:** **CONSIDERATION OF CITY MANAGER EMPLOYMENT AGREEMENT WITH MILAN MRAKICH**

## RECOMMENDATION:

Pursuant to the direction provided at the May 5, 2026 City Council meeting, it is recommended that the City Council:

1. Appoint Milan Mrakich as the City Manager.
2. Approve the City Manager Employment Agreement with Milan Mrakich.

## BACKGROUND:

Pursuant to the West Covina Municipal Code, the City Manager is appointed by a majority vote of the City Council. The City Manager is selected by the City Council on the basis of his or her executive and administrative qualifications with special reference to his or her actual experience in or knowledge of accepted practices of municipal administration.

The City Manager serves at the pleasure of the City Council. The City Manager's powers and duties are set forth in the Municipal Code and the employment agreement between the City and the City Manager.

## DISCUSSION:

During the May 5, 2026 Closed Session meeting, the City Council directed the City Attorney to negotiate and draft an employment agreement (Attachment No. 1) with Milan Mrakich.

Highlights of the agreement include:

- Waiver of educational requirements;
- Initial term of one (1) year;
- After the initial term, the agreement will automatically extend on a month-to-month basis unless the Council notifies the City Manager of its intent not to extend the agreement or terminates the agreement;
- Annual salary of $249,562;
- Compaction provision that provides that the City Manager shall never be paid less than the annual base salary of the City's next highest paid employee and for automatic salary adjustments to ensure the City Manager's salary is $1.00 more than the annual base salary of the next highest paid employee;
- Annual performance reviews;

- No severance pay;
- Benefits commensurate with those provided to Department Heads.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed and approved the City Manager Employment Agreement as to form.

**Prepared by:** Thomas P. Duarte, City Attorney
**Additional Approval:** Roxanne E. Lerma, Assistant City Manager

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**Fiscal Impact**

**FISCAL IMPACT:**

The provisions of the agreement fall within the parameters of the current City Manager budget allocation at an annual salary of $249,562.

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**Attachments**

Attachment No. 1 - City Manager Employment Agreement

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety
Maintain and Enhance City Facilities and Infrastructure
Achieve Fiscal Sustainability and Financial Stability
Respond to the Global COVID-19 Pandemic
Expand Economic Development Opportunities
Enhance City Image and Effectiveness

# CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN CITY OF WEST COVINA AND MILAN MRAKICH

THIS CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of June 2, 2026 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation (hereinafter, "City") and MILAN MRAKICH, an individual (hereinafter, "Employee"). City and Employee are hereinafter collectively referred to as the "Parties" and individually as "Party."

## RECITALS

WHEREAS, pursuant to Section 2-147 of the West Covina Municipal Code, the City Manager is appointed by the West Covina City Council ("City Council") on the basis of his or her executive and administrative qualifications with special reference to his or her actual experience in or knowledge of accepted practices of municipal administration; and

WHEREAS, the City is best served by a City Manager who establishes and maintains a strong partnership with the City Council and the community, and such a partnership is best achieved by the City Manager's involvement in a broad spectrum of community activities; and

WHEREAS, Employee has worked in the public sector for approximately 40 years; and

WHEREAS, Employee has worked for the City since 2019, including serving as the Code Enforcement Manager, Code Enforcement Director, and Director of Public Safety; and

WHEREAS, on May 20, 2025, the City Council appointed Employee as the Acting City Manager; and

WHEREAS, the City Council now desires to employ the services of Employee in the capacity of City Manager; and

WHEREAS, the City requires a bachelor's degree from an accredited college or university, with major course work in business or public administration, or a related field, with a master's degree in a related field preferred, for the position of the City Manager; and

WHEREAS, the City Council desires to waive the educational requirements for Employee; and

WHEREAS, the City Council further desires to provide certain benefits, establish certain conditions of employment, and establish working conditions for Employee; and

WHEREAS, Employee desires to accept employment as City Manager, effective June 3, 2026, under the terms and conditions set forth in this Agreement.

**NOW THEREFORE,** in consideration of the mutual covenants, promises, and representations hereinafter set forth, the Parties hereto agree as follows:

## 1.0. WAIVER OF EDUCATIONAL REQUIREMENTS

The City Council acknowledges that Employee has extensive public sector experience and has successfully served as the Acting City Manager since May 2025. In recognition of such experience and service, the City Council waives the City's requirement for Employee to have a bachelor's degree from an accredited college or university, with major course work in business or public administration, or a related field, to serve as the City Manager.

## 2.0. DUTIES

2.1. Appointment. City hereby appoints and employs Employee as City Manager for the City.

2.2. City Manager Duties and Authority. Employee shall perform the functions and duties of City Manager as set forth in the West Covina Municipal Code (hereinafter, "Code") and shall perform such other legally permissible and proper duties and functions as the City Council may from time to time assign. The City may amend the provisions of the Code relating to the functions and duties of the City Manager, as it deems appropriate, without Employee's approval or an amendment to this Agreement. Employee may only exercise those powers expressly granted to him as City Manager through the Code or any resolution or minute action of the City Council.

2.3. Compliance with Laws. Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession. Employee shall comply with and carry out the City's rules and regulations and Employee shall obey the laws of the State of California and the United States of America as they apply to the performance of his duties.

2.4. Hours Worked. Employee shall devote his time, ability, and attention to matters of the City and to the performance of this Agreement. Employee acknowledges and agrees that his duties may involve expenditures of time in excess of the regularly established workday or in excess of a forty (40) hour workweek and may also include time outside of normal office hours (including attendance at City Council meetings and various community meetings, forums, or workshops). Employee is expected to devote necessary time outside normal hours to business of the City. Employee is also expected to regularly attend City-sponsored and community events and establish and maintain partnerships with the community. To that end, Employee will be allowed flexibility in setting his office hours, provided that Employee shall work as necessary during customary business hours to satisfactorily perform his City Manager duties and shall be available to other City staff during customary business hours. Employee shall be classified as an exempt employee for purposes of the Fair Labor Standards Act and shall not be entitled to any form of compensation for overtime.

2.5. No Other Employment. Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall not, without the City Council's prior written consent, render services of any kind to others for compensation or engage in any other activity which would materially interfere with the performance of his duties under this Agreement. Notwithstanding the

foregoing, Employee may perform incidental and occasional teaching, writing, consulting, or volunteer work, provided that such activities do not materially interfere with the performance of his duties under this Agreement.

2.6. Conflicts Prohibited. Employee shall not engage in any activity which is or may become a conflict of interest with his obligations to the City or which might create an incompatibility of office as defined under California law. Employee shall also timely complete and file financial disclosure statements immediately upon entry into his employment and annually thereafter pursuant to California law.

## 3.0. TERM

3.1. Term. The term of this Agreement shall become effective on June 3, 2026, and will remain in full force and effect through the end of the business day on June 2, 2027, unless sooner terminated as set forth herein. Commencing on June 3, 2027, this Agreement shall automatically extend on a month-to-month basis unless the City Council notifies Employee of its intent not to extend the Agreement or terminates this Agreement as set forth herein.

3.2. Prior Termination. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee as the City Manager at any time.

## 4.0. COMPENSATION

4.1. Salary. Effective June 3, 2026, City agrees to pay Employee for his services rendered hereunder at an annual rate of Two Hundred Forty-Nine Thousand Five Hundred Sixty-Two Dollars and Zero Cents ($249,562.00), which sum shall be considered the base salary and shall be payable in installments at the same times as the City's other employees are paid, and subject to customary withholdings.

4.2. Salary Adjustments. City agrees to consider adjusting said base salary and other benefits of Employee, in the City Council's sole discretion, subject to the performance evaluation process described in Section 9.0 (Performance Evaluation) of this Agreement, which shall be merit based.

4.3. Compaction. Employee's annual base salary shall never be less than the annual base salary (excluding overtime and any incentive compensation) of the City's next highest paid employee. In the event that a promotion or adjustment to the salary schedule would result in Employee being paid less than the City's next highest paid employee's annual base salary, Employee's annual base salary will automatically and effective on the same date be set at one dollar ($1.00) more than the annual base salary of the City's next highest paid employee without further action by the City Council.

## 5.0. EMPLOYEE BENEFITS

5.1. Insurance. During the term of this Agreement, Employee shall be entitled to the same medical, dental, vision, and life insurance benefits, if any, which are provided to all other Department Heads of City. Employee shall be required to pay for medical, dental, vision, and life insurance benefits, if any, in the same manner as

all other Department Heads of City. Insurance coverage(s) shall be provided in the same manner as offered to all other Department Heads of the City.

5.2. Retirement. Employee shall be covered by the California State Employee Retirement System (CalPERS). Employee's retirement formula will be as set forth in the City's contract with CalPERS. City shall pay the full amount of the CalPERS employer cost. Employee shall pay the full member contribution for Employee's CalPERS retirement plan.

5.3. Holidays. Employee shall be eligible for paid leave on City-recognized holidays to the same extent as other City Department Heads.

5.4. Vacation. Employee shall accrue and be credited with vacation leave as is provided to all other City Department Heads as set forth in the Department Head Salary & Benefit Schedule, as it may be amended from time to time. Employee shall provide at least five (5) days' advance written notice to the City Council prior to taking any vacation leave. If Employee has reached the maximum allowed unused vacation leave balance, and is unable to take vacation leave due to work urgency, industrial injury, extended medical leave, extraordinary circumstances, or pre-scheduled leave as authorized by the City Council, the City Council will approve a waiver of the maximum allowed unused balance for a period not to exceed six (6) months per fiscal year. Employee shall designate a City Department Head to serve as Acting City Manager during any period Employee takes vacation leave and shall advise the City Council of such designation.

5.5. Sick, Administrative and Floating Holiday Leave. Employee shall accrue and be credited with sick leave, administrative leave, and floating holiday leave as is provided to all other City Department Heads. Employee may use such paid leave in the same manner as all other Department Heads, as set forth in the Department Head Salary & Benefit Schedule, as it may be amended from time to time. Prior to taking any administrative or floating holiday leave, Employee shall provide at least five (5) days' advance written notice to the City Council of same. If Employee requires sick leave of more than one (1) day, Employee shall advise the City Council as soon as reasonably practicable regarding such sick leave. Employee shall designate a City Department Head to serve as Acting City Manager during any period Employee takes any leave provided for in this Section and shall advise the City Council of such designation.

5.6. Cash-Out Program. Employee shall be entitled to participate in the City's annual sick leave or other leave cash-out program, in the same manner as all City Department Heads.

5.7. Deferred Compensation. City agrees to provide to Employee the same amount of deferred compensation as is provided to all City Department Heads, with the same frequency as the same is provided to all City Department Heads. Employee may utilize such funds in the same manner as all City Department Heads, as set forth in the Department Head Salary & Benefit Schedule, as it may be amended from time to time.

5.8. Car Allowance. City shall provide Employee with the same automobile allowance as is provided to all other City Department Heads.

5.9. Other Benefits. The City shall provide Employee such other benefits as mandated by law.

## 6.0. BUSINESS EXPENSES AND PROFESSIONAL DEVELOPMENT

6.1. Expense Reimbursement. City recognizes that Employee may incur certain expenses of a non-personal, job-related nature that are reasonably necessary to Employee's service as City Manager. City agrees to reimburse Employee for such expenses on a monthly basis, provided that the expenses are incurred and submitted according to the City's regular reimbursement requirements and such other requirements as may be designated by the City Council. The City Council authorizes the Finance Director to reimburse Employee for such expenses upon the presentation of a receipt, voucher, statement, or personal affidavit of duly executed expenses.

6.2. Memberships. City agrees to budget and to reimburse or pay for professional dues, memberships, and subscriptions necessary for Employee's participation in such organizations as the Parties may agree to as necessary and appropriate for his continued professional participation, growth, and advancement, and for the good of the City during his employment as City Manager.

6.3. Trainings. City agrees to budget and to reimburse or pay the reasonable costs for Employee's attendance and participation in meetings, institutes, training programs, conferences, conventions, and similar gatherings that support leadership development and the advancement of the Parties' mutually agreed upon goals, and which are related to Employee's duties or City's operations and held in the continental United States. For purposes of this paragraph, reasonable expenses are limited to the reasonable and actual costs of registration, coach-class airfare (where applicable), ground transportation and meals. Reasonable expenses will also include the reasonable and actual cost of lodging for meetings more than sixty (60) miles outside of the City's boundaries.

## 7.0. AT-WILL RELATIONSHIP

Employee understands and agrees that the City Manager is appointed by, and serves at the pleasure of, the City Council. Accordingly, Employee agrees that: (1) the City Manager is an "at will" position that may be terminated by the City Council at any time, with or without cause (as defined in Section 8.2 below); (2) there is no express or implied promise made to Employee for any form of continued employment as the City Manager; and (3) this Agreement is the sole and exclusive basis for the City Manager employment relationship between Employee and City.

## 8.0. TERMINATION

8.1. City Termination without Cause. The City Council may terminate this Agreement and Employee's employment as the City Manager without cause in its absolute discretion at any time by providing written notice to Employee.

8.2. City Termination for Cause. The City Council may immediately terminate this Agreement and Employee's employment with the City for cause by providing written notice to Employee of such termination.

For purposes of this Agreement, "cause" is defined as:

(a) Employee refusing or failing to carry out the duties of the City Manager as set forth in the California Government Code, the Code, or this Agreement;

(b) Employee's conviction of a felony;

(c) Employee's conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;

(d) Employee being charged with, entering a guilty plea or a plea of nolo contendere to, or being convicted of, a crime involving moral turpitude or personal gain;

(e) Employee's conviction of any crime involving an "abuse of office or position," as that term is defined in California Government Code section 53243.4;

(f) Employee's repeated failure to carry out a directive or directives of the City Council made by the City Council as a body; and/or

(g) Any grossly negligent action or inaction by Employee that materially and adversely: (i) impedes or disrupts the operations of City or its organizational units; (ii) is detrimental to employees or public safety; or (iii) violates properly established rules or procedures of City.

8.3. Employee Voluntary Resignation. Employee may voluntarily resign from his position as the City Manager at any time during the term of this Agreement by providing the City Council at least sixty (60) days written notice unless the Parties otherwise agree in writing.

8.4. Termination Obligations. In the event of the termination of this Agreement, Employee agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, records, notes, agreements, and computer-generated materials furnished to or prepared by Employee incident to his employment as City Manager, belongs to City and shall be returned promptly to City. Employee's obligations under this subsection shall survive the termination of this Agreement.

8.5. No Severance. In the event of the termination of this Agreement by City, with or without cause, or of Employee's voluntary resignation, Employee shall receive no severance.

## 9.0. PERFORMANCE EVALUATION

9.1. Performance Objectives. City, through the City Council, and Employee shall establish mutually agreed upon performance objectives for each year this Agreement remains in effect. Such performance objectives shall be agreed upon by the Parties as necessary for the proper operation of the City in the attainment of the City Council's policy objectives and shall further establish a relative priority among the agreed-upon objectives. The objectives shall be reasonably attainable

within the limitations of the City Council-approved operating and capital improvement budgets, authorized appropriations, and staff levels. Unless otherwise agreed to by the Parties, the initial performance objectives shall be established within three (3) months of the Effective Date of this Agreement.

9.2. Annual Evaluation. City, through the City Council, shall conduct an annual evaluation of Employee's performance on or before the anniversary date of this Agreement during each year that this Agreement remains in effect. Such evaluation shall be shared and discussed with Employee in closed session as permitted by applicable law. Any public report of Employee's evaluation shall be made in accordance with an agreement of the Parties as to format and content. In addition to annual performance evaluations, the City Council may schedule performance evaluations of Employee as it deems appropriate.

## 10.0. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Code or other applicable law.

## 11.0. CONFIDENTIAL INFORMATION

Employment with the City creates a relationship of confidence and trust between Employee and the City, with respect to all Confidential Information of the City. "Confidential Information" includes, but is not limited to, trade secrets, knowledge, or data of the City or any of its constituent entities or members that Employee may produce, obtain, or otherwise acquire or have access to during the course of Employee's employment with the City, including, but not limited to, personnel information, passwords, and computer security systems. Employee agrees that during and after Employee's employment with the City, Employee (i) shall keep all Confidential Information confidential and shall not directly or indirectly use, divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information without prior written consent of the City Council; and (ii) shall refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the Confidential Information. Upon termination of employment as City Manager for any reason, Employee agrees to return promptly to the City all writings and other tangible things in Employee's possession that contain Confidential Information.

## 12.0. INDEMNIFICATION

12.1. City Indemnification. To the extent required by law, City shall defend and indemnify Employee, using legal counsel of City's choosing, against any civil proceeding brought against Employee, in his official or individual capacity or both, on account of an act or omission in the scope of his employment as City Manager, unless such act or omission was due to actual fraud, corruption, or actual malice. If City determines there is a conflict of interest between the City and Employee and that independent counsel is required for Employee's defense, City shall select and pay reasonable fees of such independent counsel for Employee's defense. Employee shall cooperate fully in the investigation and defense of any civil action or proceeding.

12.2. Exception to Indemnification. Notwithstanding the foregoing, Employee acknowledges and agrees that City reserves its rights pursuant to California Government Code section 825(a) not to pay any judgment, compromise, or settlement until it is established that the injury arose out of an act or omission occurring within the scope of his employment, and that City's agreement to defend and indemnify him does not constitute an agreement to pay any punitive damages awarded against him. In that regard, Employee acknowledges and agrees that pursuant to California Government Code section 825(b), City may not make a determination whether or not to indemnify an employee for an award of punitive damages until such time as the award is made.

## 13.0. REIMBURSEMENT TO CITY REQUIRED

Notwithstanding the provisions of this Agreement, the following provisions requiring reimbursement for certain compensation and/or indemnification provided to Employee by the City apply:

(a) Paid Leave. Pursuant to California Government Code section 53243, in the event that Employee is convicted of a crime involving an abuse of his office or position, as defined by California Government Code section 53243.4, Employee shall fully reimburse the City for any paid leave or salary provided by the City for the time period in which the Employee is under investigation for such crimes.

(b) Legal Defense. Pursuant to California Government Code section 53243.1, in the event that Employee is convicted of a crime involving an abuse of his office or position, as defined by California Government Code section 53243.4, Employee shall fully reimburse the City for all the costs of his legal criminal defense if a defense has been provided at City's expense.

(c) Cash Settlement. Pursuant to California Government Code section 53243.2, in the event that Employee is convicted of a crime involving an abuse of his office or position, as defined by California Government Code section 53243.4, Employee shall fully reimburse the City for any cash settlement paid to Employee relating to the termination of this Agreement.

## 14.0. GENERAL PROVISIONS

14.1. Exemption from Personnel System. Employee acknowledges and agrees that pursuant to Section 2-236 of the West Covina Municipal Code, the classification and salary resolution and the Personnel Rules do not apply to the position of the City Manager.

14.2. Entire Agreement. This Agreement is the final expression of the complete agreement of the Parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the Parties.

14.3. No Assignment. This Agreement is not assignable by either City or Employee.

14.4. 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.

14.5. Severability. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portions of the Agreement.

14.6. 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.

14.7. Waiver. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement. 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.

14.8. Independent Legal Counsel. Each of the Parties acknowledges that he/it has been represented by independent legal counsel of his/its own choosing, or if not, has been advised to obtain independent legal counsel and has freely and voluntarily waived and relinquished the right to legal counsel. Further, each Party who has not obtained independent legal counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement or any agreement referred to in this Agreement.

14.9. Governing Law; Venue. This Agreement shall be interpreted and construed according to the laws of the State of California, and venue shall be in the County of Los Angeles.

14.10. Notices. All notices shall be personally delivered or mailed to the addresses listed below:

| | |
|---|---|
| Employee: | Milan Mrakich<br>At most recent address on file in Employee's personnel file |
| City: | City Council<br>City of West Covina<br>1444 West Garvey Ave. South<br>West Covina, CA 91790 |

With a copy to: West Covina City Attorney
Jones Mayer
3777 N. Harbor Blvd.
Fullerton, CA 92835

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their signatures as of the date and year first above written.

CITY OF WEST COVINA

_____
Letty Lopez-Viado
Mayor

EMPLOYEE

_____
Milan Mrakich

ATTEST:

_____
Lisa Sherrick, CMC
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

**AGENDA ITEM NO. 3**

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 2, 2026

**TO:** Mayor and City Council

**FROM:** Milan Mrakich, Acting City Manager

**SUBJECT:** **CONSIDERATION OF RESOLUTIONS RELATING TO THE NOVEMBER 5, 2026 ELECTION**

## RECOMMENDATION:

It is recommended that the City Council adopt the following Resolutions relating to the November 3, 2026 General Municipal Election:

**RESOLUTION NO. 2026-47 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES**

**RESOLUTION NO. 2026-48 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE**

**RESOLUTION NO. 2026-49 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS FOR AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026**

## BACKGROUND:

The City's general municipal elections are held on the first Tuesday after the first Monday in November of even-numbered years to coincide with the statewide general elections. The date for the 2026 election is November 3, 2026. Pursuant to Ordinance No. 2328, members of the City Council for Districts 2,4 and 5 were elected in the year 2018 and then in each fourth year thereafter. The four-year terms for the elected City Clerk and the elected City Treasurer expire in 2026 and therefore must be voted on in the 2026 election.

## DISCUSSION:

West Covina's General Municipal Election will be held on November 3, 2026, to select one Member of the City Council to represent District 2,  one Member of the City Council to represent District 4, one Member of the City Council to represent District 5, a City Clerk, and a City Treasurer, each for the full term of four years. In accordance with the requirements of the California Elections Code, the City Council must adopt certain resolutions pertaining to the General Municipal Election.

Proposed Resolution No. 2026-47 calls for and gives notice of the election. Proposed Resolution No. 2026-48 requests that the Los Angeles County Board of Supervisors consolidate the City's General Municipal Election with the Statewide General Election to be held on November 3, 2026. Proposed Resolution No. 2026-49 outlines regulations relating to candidates' statements for the November 3, 2026 election, including the requirement that a candidate filing a statement pay in advance to the City his or her pro rata share of the estimated costs of printing, handling, translating, and mailing the candidate statements filed, as estimated by the Registrar-Recorder/County Clerk. Once actual costs are determined by the Registar-Recorder/County Clerk, candidates may be billed for additional expenses or refunded for excess paid. Proposed Resolution No. 2026-49 also provides that candidate statements shall not exceed 200 words. However, pursuant to California Elections Code section 13307, the City Council may authorize an increase in the limitation on words for the candidate statement from 200 to 400 words.

Online Candidate Statements
If authorized by the County Elections Official, candidates will have the option to have their candidate statements published only online or to have their candidate statements printed in the hard copy sample ballot/voter guide. The cost to publish a candidate statement only online in the November 2026 election is estimated at $280. The cost to print the candidate statement in the hard copy sample ballot/voter guide is estimated at $400 per column.

Registered voters of the City interested in running for the open seats must complete the nomination process prescribed by the California Elections Code. The nomination period is Monday, July 13, 2026 through Friday, August 7, 2026. The filing period is extended to Wednesday, August 12, 2026, if the incumbent does not file nomination papers.

**LEGAL REVIEW:**

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

**OPTIONS:**

The City Council has the following options:

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

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

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**Fiscal Impact**

**FISCAL IMPACT:**

The estimated cost for the election is $310,000 and has been included in the FY2026-27 Proposed Budget:

| Account No. | Account Name | FY2026-27 Proposed Budget |
|---|---|---|
| 110.501.12.03.00.00.61.61180 | Elections | $310,000 |

Additionally, each candidate filing a statement is required to pay in advance to have their statement included in the Official Sample Ballot Booklet. In the event of underpayment, the candidate must pay the balance of the cost incurred. In the event of overpayment, the excess amount will be refunded to the candidate. The Candidate Statement advances are held in a deposit account (110.000.00.00.00.00.22.22216).

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**Attachments**

Attachment No. 1 - Resolution No. 2026-47

Attachment No. 2 - Resolution No. 2026-48

Attachment No. 3 - Resolution No. 2026-49

**CITY COUNCIL GOALS & OBJECTIVES:** Enhance City Image and Effectiveness

**ATTACHMENT NO. 1**

**RESOLUTION NO. 2026-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES**

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

**WHEREAS**, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election will be held on November 3, 2026, for the election of municipal officers.

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

**SECTION 1.** Pursuant to the requirements of the laws of the State of California relating to general law cities, there is called and ordered to be held in the City of West Covina, California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of electing one Member of the City Council to represent District 2, one Member of the City Council to represent District 4, one Member of the City Council to represent District 5, a City Clerk and a City Treasurer, each for the full term of four years.

**SECTION 2.** The ballots to be used at the election shall be in form and content as required by law.

**SECTION 3.** The Assistant City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

**SECTION 4.** The vote centers for the election shall be open at 7:00 a.m. on the day of the election and shall remain open continuously from that time until 8:00 p.m. on the same day when the vote centers shall be closed, except as provided in Sections 4005 and 14401 of the California Elections Code. Vote centers shall also be open on such other dates and times as determined by the County of Los Angeles Registrar- Recorder/County Clerk in accordance with Section 4005 of the California Elections Code.

**SECTION 5.** In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 6.** Notice of the time and place of holding the election is given and the Assistant City Clerk is authorized, instructed and directed to give further or additional notice of the election, in the time, form and manner required by law.

**SECTION 7.** The City Council authorizes the Assistant City Clerk to administer said election and authorizes all reasonable and actual election expenses to be paid by the City upon presentation of a properly submitted bill.

**SECTION 8.** 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 2nd day of June, 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. 2026-47 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of June, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

**ATTACHMENT NO. 2**

**RESOLUTION NO. 2026-48**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE**

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

**WHEREAS**, the City Council of the City of West Covina called a General Municipal Election to be held on November 3, 2026 for the purpose of electing one Member of the City Council to represent District 2, one Member of the City Council to represent District 4, one Member of the City Council to represent District 5, a City Clerk, and a City Treasurer, each for the full term of four years; and

**WHEREAS**, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date, that, within the City, the precincts, vote centers and election officers of the two elections be the same, that the County of Los Angeles Registrar-Recorder/County Clerk canvass the returns of the General Municipal Election and that the election be held in all respects as it there were only one election.

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

**SECTION 1.** Pursuant to Section 10403 of the California Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of the General Municipal Election with the Statewide General Election on Tuesday, November 3, 2026, for the purpose of electing one Member of the City Council to represent District 2, one Member of the City Council to represent District 4, one Member of the City Council to represent District 5, a City Clerk, and a City Treasurer, each for the full term of four years.

**SECTION 2.** The County of Los Angeles Board of Supervisors is requested to issue instructions to the Registrar-Recorder/County Clerk to take any and all steps necessary for the holding of the consolidated election.

**SECTION 3.** The City of West Covina acknowledges that the consolidated election will be held and conducted in the manner prescribed in Section 10418 of the California Elections Code. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted

in accordance with the provisions of law regulating the statewide election.

**SECTION 4.** The County of Los Angeles Registrar-Recorder/County Clerk is authorized to canvass the returns of the General Municipal Election.

**SECTION 5.** The City of West Covina recognizes that additional costs will be incurred by the County of Los Angeles by reason of the consolidation and agrees to reimburse the County of Los Angeles for any costs incurred upon the presentation of a properly submitted bill.

**SECTION 6.** The Assistant City Clerk is hereby directed to file a certified copy of this resolution with the County of Los Angeles Board of Supervisors and the County of Los Angeles Registrar-Recorder/County Clerk.

**SECTION 7.** 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 2nd day of June, 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. 2026-48 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of June, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick, CMC
Assistant City Clerk

**ATTACHMENT NO. 3**

**RESOLUTION NO. 2026-49**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS FOR AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026**

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

**WHEREAS**, the City Council of the City of West Covina called a General Municipal Election to be held on November 3, 2026 for the purpose of electing one Member of the City Council to represent District 2, one Member of the City Council to represent District 4, one Member of the City Council to represent District 5, a City Clerk, and a City Treasurer, each for the full term of four years; and

**WHEREAS**, Section 13307 of the California Elections Code provides that the governing body of any local agency may adopt certain regulations pertaining to materials prepared by any candidate for a municipal election, including cost of the candidate's statement; and

**WHEREAS,** Section 13307(c)(1) of the California Elections Code provides that if the elections official who is conducting the election or the county elections official who is conducting a local agency's election, including a local election that is consolidated with the county election, permits electronic distribution of a candidate's statement, each candidate for nonpartisan elective office in the local agency may prepare a candidate's statement for the purpose of electronic distribution; and

**WHEREAS,** Section 13307(c)(2) of the California Elections Code provides that a candidate's statement prepared pursuant to subdivision (c) shall be posted on the internet website of the elections official, and may be included in a voter's pamphlet that is electronically distributed by the elections official, but shall not be included in a voter's pamphlet that is printed and mailed to voters; and

**WHEREAS**, Section 13307(d) of the California Elections Code authorizes the local agency to estimate the total cost of printing, handling, translating, mailing, and electronically distributing candidate's statements and to require each candidate filing a candidate's statement to pay in advance to the local agency his or her estimated pro rata share as a condition to having his or her statement included in the voter's pamphlet.

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

**SECTION 1.** Pursuant to Section 13307(a) of the California Elections Code, each

candidate for elective office to be voted for at the election to be held in the City of West Covina on November 3, 2026 may prepare a candidate's statement on an appropriate form provided by the Assistant City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. Words will be counted in accordance with the word count standards set forth in Section 9 of the California Elections Code. The statement shall not include the party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten (hard copy) and electronic format in the Office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period. The statement shall comply with all provisions of law, including, but not limited to, Sections 13307 and 13308 of the California Elections Code.

**SECTION 2.** A candidate may request to have their candidate statement translated in Spanish and included in the official sample ballot booklet and/or distributed electronically, at the candidate's expense. The County of Los Angeles Registrar-Recorder/County Clerk only includes English and Spanish candidate statements in the official sample ballot booklet for candidates who have made such request. Further, the County of Los Angeles Registrar-Recorder/County Clerk provides translations of candidate statements in languages required by the federal Voting Rights Act of 1965. Such booklets are sent only to voters who have requested translated materials.

**SECTION 3.** The Assistant City Clerk shall work with the County Registrar-Recorder/County Clerk to estimate the total cost of printing, handling, translating, mailing, and electronically distributing candidates' statements filed, including the costs incurred as a result of complying with the Voting Rights Act of 1965 as amended, and require each candidate filing a statement to pay in advance to the City of West Covina his or her estimated pro rata share as a condition of having his or her statement included in the voter information guide or electronically distributed. The estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City of West Covina is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expenses or refund any excess paid depending on the final actual cost. In the event of underpayment, the Assistant City Clerk shall require the candidate to pay the balance of the cost incurred. In the event of overpayment, the Assistant City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election. The Assistant City Clerk shall include on the receipt for payment the information required pursuant to Section 13307(d) of the California Elections Code regarding the estimated payment.

**SECTION 4.** No candidate will be permitted to include additional materials in the sample ballot booklet.

**SECTION 5.** The Assistant City Clerk shall provide each candidate or the candidate's representative a copy of this resolution at the time the nominating papers are issued.

**SECTION 6.** All previous resolutions establishing City Council policy on candidate's statements are repealed.

**SECTION 7.** This resolution shall apply only to the election to be held on November 3, 2026 and shall then be repealed.

**SECTION 8.** 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 2nd day of June, 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. 2026-49 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of June, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 2, 2026

**TO:** Mayor and City Council

**FROM:** Milan Mrakich, Acting City Manager

**SUBJECT:** CONSIDERATION OF RESOLUTION APPROVING AND ADOPTING LIST OF FISCAL YEAR 2026-2027 PROJECTS FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

## RECOMMENDATION:

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

**RESOLUTION NO. 2026-36- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING AND ADOPTING A LIST OF FISCAL YEAR 2026-2027 PROJECTS FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

## BACKGROUND:

On April 28, 2017, Governor Brown signed into law Senate Bill 1 (SB 1), known as the Road Repair and Accountability Act of 2017, to address statewide basic road maintenance, rehabilitation, and critical safety needs on both State highways and local streets and roads. SB 1 increased per-gallon fuel excise taxes, increased diesel fuel sales taxes and vehicle registration fees, and established inflationary adjustments to tax rates in future years.

Since November 1, 2017, the State Controller has deposited portions of this funding into the newly established Road Maintenance and Rehabilitation Account (RMRA). Pursuant to Streets and Highways Code Section 2032(h), a portion of RMRA funding is apportioned by formula to eligible cities and counties for eligible street and road maintenance, rehabilitation, and critical safety improvement projects.

Agencies receiving RMRA funding are required to comply with all applicable Federal and State laws, regulations, policies, and procedures. In order to remain eligible to receive RMRA funds, the City must annually expend for street, road, and highway purposes an amount no less than the average annual expenditures from the City's General Fund during Fiscal Years 2009–10 ($655,146), 2010–11 ($446,279), and 2011–12 ($600,020).

Based on information submitted by the City's Finance Department during the established base years, the State Controller's Office (SCO) calculated the City's required Maintenance of Effort (MOE) at $567,148 annually. The City must continue to meet or exceed this MOE threshold in order to remain eligible for SB 1 funding.

**DISCUSSION:**

The City of West Covina has received RMRA funding in previous fiscal years, which has primarily been utilized to support the City's Annual Residential Streets Rehabilitation Program. A summary of RMRA funding received over the past six fiscal years is provided below.

| Fiscal Year | RMRA Funds Received |
|---|---|
| Fiscal Year 2020-21 | $1,858,151 |
| Fiscal Year 2021-22 | $2,038,174 |
| Fiscal Year 2022-23 | $2,418,468 |
| Fiscal Year 2023-24 | $2,709,511 |
| Fiscal Year 2024-25 | $2,805,101 |
| Fiscal Year 2025-26 | $2,899,984 |

The City of West Covina is estimated to receive approximately $3,074,513 in RMRA funding for Fiscal Year 2026-27. Staff recommends allocating the FY 2026-27 RMRA funding toward the annual Residential Streets Rehabilitation Program for Fiscal Year 2026-27. This program includes asphalt rehabilitation and maintenance improvements at various locations throughout the City, including cold milling and overlay, slurry seal applications, and related pavement preservation treatments identified through the City's Pavement Management Program.

In addition, staff proposes allocating a portion of RMRA funding toward the annual Pedestrian and Vehicle Traffic Safety Improvements project for Fiscal Year 2026-27. This project includes signage, striping, and other traffic-related safety improvements throughout the City that have been reviewed and approved by both the City Traffic Committee and City Council.

Pursuant to SB 1 requirements, the City must annually adopt a resolution identifying the projects proposed to receive RMRA funding. The resolution must include a description and location of each proposed project, the anticipated project schedule, and the estimated useful life of the proposed improvements.

The proposed Resolution (Attachment No. 1) identifies the annual Residential Streets Rehabilitation Program for Fiscal Year 2026-27 and the Pedestrian and Vehicle Traffic Safety Improvements for Fiscal Year 2026-27 as proposed RMRA-funded projects. In addition, the resolution includes the Annual Residential Streets Rehabilitation Program for Fiscal Year 2025–26, as the project may utilize a portion of Fiscal Year 2026–27 RMRA funding during project delivery and completion.

**LEGAL REVIEW:**

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

**OPTIONS:**

The City Council has the following options:

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

## Fiscal Impact

### FISCAL IMPACT:

In order to receive RMRA funds, the City must meet a MOE requirement using discretionary funding from the General Fund. The City's MOE requirement is $567,148, which has been included in the FY2026-2027 adopted budget as a transfer from the General Fund to SB1 Road Maintenance Rehab (Fund 237). The expected RMRA allocation for FY 26-27 will be $3,074,513.

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## Attachments

Attachment No. 1 - Resolution No. 2026-36

**ATTACHMENT NO. 1**

**RESOLUTION NO. 2026-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING AND ADOPTING A LIST OF FISCAL YEAR 2026-2027 PROJECTS FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

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

**WHEREAS,** the Governor signed Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, into law in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS,** SB 1 includes accountability and transparency provisions that will ensure the residents of the City are aware of the projects proposed for funding in the community and which projects have been completed each fiscal year; and

**WHEREAS,** the City must adopt by resolution a list of projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS,** the City will receive an estimated $3,074,513 in RMRA funding in Fiscal Year 2026-27 from SB 1; and

**WHEREAS,** the SB 1 funding will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS,** the City used a Pavement Management System (StreetSaver) to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

**WHEREAS,** the funding from SB 1 will help the City maintain and rehabilitate the local streets identified in this resolution throughout the City; and

**WHEREAS,** the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in "at-risk" condition and this revenue will help the City increase the overall quality of its road system and over the next decade will bring the City's streets and roads into a better condition; and

**WHEREAS,** the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

**SECTION 1.** The foregoing recitals are true and correct.

**SECTION 2.** The following proposed projects will be funded in-part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues:

**Project Title:** Residential Streets Rehabilitation Program, FY 26/27 (Maintenance Zone 1)
**Project Description:** Asphalt rehabilitation and maintenance including cold-mill & overlay and slurry seal construction at various locations Citywide, as identified on the City's Pavement Management Program.
**Project Location:** Residential streets within City of West Covina, west of N Vincent Ave, east of Puente Ave/Ardilla St, N La Sena Ave (city limits), north of Interstate 10 Freeway, and south of W Puente Ave/Los Angeles St/E Badillo St (city limits).
**Estimated Project Schedule:** Start (01/2027) – Completion (12/2027)
**Estimated Project Useful Life:** 10-15 years

**Project Title:** Pedestrian and Vehicle Traffic Safety Improvements (26-27)
**Project Description:** Signage and striping improvements throughout the City of West Covina.
**Project Location:** Local roads within City of West Covina, west of N Grand Ave/ S Nogales St/S Lemon Ave (city limits), east of Grenel Dr/ S Nogales St/Kimberley Dr/S Azusa Ave/Valinda Ave/Puente Ave (city limits), north of Fairgrove Ave/Francisquito Ave/Alwood St/E Amar Rd/Temple Ave/Valley Blvd (city limits), south of E Workman Ave/W Badillo St/Los Angeles St (city limits).
**Estimated Project Schedule:** Start (01/2027) – Completion (12/2027)
**Estimated Project Useful Life:** 10-15 years

**SECTION 3.** The following previously proposed and adopted project may utilize Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues in its delivery. With the relisting of this project in the adopted fiscal year resolution, the City is reaffirming to the public and the State its intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

**Project Title:** Annual Residential Streets Rehabilitation Program, FY 25/26 (Maintenance Zone 11)
**Project Description:** Asphalt rehabilitation and maintenance including cold-mill & overlay and slurry seal construction at various locations Citywide, as identified on the City's Pavement Management Program.
**Project Location:** Residential streets within City of West Covina, west of Nogales St, east of Azusa Ave (city limits), north of Giano Ave/Wednesday Dr/Tuesday Dr/Gehrig St/Amanada St (city limits), and south of Amar Rd and La Puente Rd.
**Estimated Project Schedule:** Start (01/2026) – Completion (12/2026)
**Estimated Project Useful Life:** 10-15 years

**SECTION 4.** The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

**APPROVED AND ADOPTED** this 2nd day of June, 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. 2026-36 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of June, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

**AGENDA ITEM NO. 5**

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 2, 2026

**TO:** Mayor and City Council

**FROM:** Milan Mrakich, Acting City Manager

**SUBJECT:** **CONSIDERATION OF AN AGREEMENT WITH ON DUTY HEALTH FOR FIRE DEPARTMENT WELLNESS PROGRAM**

## RECOMMENDATION:

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

Authorize the City Manager to negotiate and execute a Professional Services Agreement with On Duty Health, LLC to provide employee health services at a cost of $1,518 per employee, for a total annual expenditure not to exceed $106,260, in such form as approved by the City Attorney

## BACKGROUND:

Comprehensive health and wellness programs are a critical component of firefighter safety, operational readiness, and long-term workforce sustainability. Firefighting is among the most physically and psychologically demanding professions, with personnel routinely exposed to extreme physical exertion, hazardous environments, traumatic incidents, irregular sleep cycles, and cumulative occupational stress. National fire service organizations including the National Fire Protection Association (NFPA), the International Association of Firefighters (IAFF), and the International Association of Fire Chiefs (IAFC) strongly advocate for the implementation of structured, ongoing health and wellness programs to address these risks.

A joint study conducted by the IAFF and IAFC confirms the well-designed health and wellness programs significantly reduce line-of-duty injuries and illnesses, decrease cardiovascular events the leading cause of firefighter line-of-duty deaths and improve overall firefighter performance and career longevity. The study further highlights departments with comprehensive wellness initiatives experience reduced lost work time, lower workers' compensation costs, and improved mental resilience among personnel.

NFPA 1583, *Standard on Health-Related Fitness Programs for Fire Department Members*, establishes the minimum requirements for a fire department health-related fitness program. The standard provides a framework for developing a structured, ongoing program to ensure that firefighters are physically capable of safely and effectively performing essential job functions. Historically, these services were provided through Santa Ana College. However, the program has not been consistently maintained.

In prior years, this program was funded through the Human Resources Department. The intent of this action is to transfer funding to the Fire Department budget to ensure consistent, sustainable implementation of annual health and wellness evaluations and testing, thereby enhancing firefighter

safety, physical readiness, and mental well-being.

Additionally, the Occupational Safety and Health Administration (OSHA) requires annual respiratory fit testing, medical evaluations, and hearing conservation testing for firefighters. While respiratory fit testing is currently completed annually, a comprehensive wellness program ensures full compliance with OSHA requirements while aligning with NFPA 1583 and the recommendations of the IAFF and IAFC.

The primary objectives of reestablishing an annual firefighter health and wellness program include reducing the risk of cardiovascular events, preventing injuries, decreasing lost work time, supporting mental and behavioral health, improving job performance and career longevity, and reducing workers' compensation claims.

In addition to physical fitness, modern fire service wellness programs emphasize the importance of mental health and behavioral well-being. Firefighters face elevated risks of stress-related conditions, including anxiety, depression, and post-traumatic stress. Integrating mental health screening, education, and early intervention into a comprehensive wellness program supports psychological resilience, reduces stigma, and promotes a healthier and more effective workforce.

**DISCUSSION:**

The proposed, On Duty Health's Platinum Five-Year Program provides a comprehensive, evidence-based health and wellness solution specifically designed for the unique occupational risks faced by firefighters. This program directly aligns with the department's objectives to enhance firefighter safety, improve operational readiness, reduce line-of-duty injuries and illnesses, and support long-term workforce sustainability, while maintaining compliance with NFPA, IAFF, IAFC, and OSHA standards.

In this proposal, On Duty Health would deliver a structured, five-year rotational screening program for approximately 70 department members, ensuring annual evaluations while strategically sequencing advanced diagnostic testing to maximize clinical value and cost efficiency. Core components conducted annually include comprehensive laboratory testing, full physical examinations, and cardiopulmonary fitness assessments, supporting early identification of cardiovascular risk factors—the leading cause of firefighter line-of-duty deaths nationwide.

The recommended package further strengthens the department's cancer prevention and early detection efforts through advanced screening modalities that exceed traditional wellness program offerings. These include full-body and targeted ultrasound imaging, PFAS exposure testing, LP-PLA2 cardiovascular risk testing, low-dose CT lung cancer screening with coronary calcium scoring, brain MRI screening, and the Galleri® multi-cancer detection blood test. Collectively, these services address both occupational cancer risks and cardiovascular disease, which remain two of the most significant long-term health threats to the fire service.

Mental and behavioral health is a critical component of this program. Enhanced psychological screening is incorporated within the five-year cycle to identify stress-related conditions, support early intervention, and promote psychological resilience. This integrated approach aligns with current fire service best practices, emphasizing the importance of mental wellness alongside physical health.

The On Duty Health delivery model further supports program sustainability and administrative efficiency. All medical records are maintained in a secure, fully electronic system, providing individual members with year-to-year access to their health data while offering the department an anonymized, department-wide analytics dashboard. This data-driven approach enables leadership to identify trends, target injury and illness prevention strategies, and make informed decisions regarding health improvement initiatives.

In addition to annual evaluations, On Duty Health offers ongoing occupational health services, including

return-to-duty evaluations, new hire medical assessments, health education seminars, behavioral health support, nutrition counseling, and fitness training. This “one-stop” service model reduces fragmentation, improves continuity of care, and ensures consistent application of NFPA 1583 and OSHA requirements, including respiratory medical evaluations and hearing conservation testing.

Overall, the On Duty Health Platinum Package represents a proactive investment in firefighter health that supports early detection, injury and illness prevention, reduced lost work time, improved mental and physical performance, and long-term reductions in workers’ compensation and healthcare-related costs. Transferring this program to the Fire Department budget ensures consistent, sustainable implementation and reinforces the department’s commitment to firefighter safety, readiness, and well-being.

Pursuant to Section 2-335(3) of the West Covina Municipal Code, a procurement of items that are available from only one (1) source, or only one (1) source is able to supply a commodity or service within the timeframe or under the terms and conditions which meet the needs of the City is exempt from the City's competitive procurement requirements. Staff believes On Duty Health meets the sole source requirements due to the overall complexity of the service package.

**LEGAL REVIEW:**

The City Attorney's Office did not review this staff report.

**OPTIONS:**

The City Council has the following options:

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

**Prepared by:** Mike Browne, Assistant Fire Chief
**Additional Approval:** Roxanne E. Lerma, Assistant City Manager

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**Fiscal Impact**

**FISCAL IMPACT:**

Approval of the On Duty Health Platinum Five-Year Screening Program will result in an annual General Fund cost of $106,260 to provide comprehensive health and wellness evaluations for approximately 70 fire department personnel. This recurring investment is intended to reduce long-term general fund exposure by proactively addressing the primary drivers of firefighter medical claims, lost work time, and workers’ compensation costs through early detection and prevention. However, a funding source has not been identified for the program. The Fire Department will work with the Finance Department to identify one. An update will be provided to the City Council at a future meeting.

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**Attachments**

Attachment No. 1 On Duty Health Full Proposal
Attachment No. 2 On Duty Health Platinum Package Quote
Attachment No. 3 On Duty Health Sole Source Letter

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

Firefighter & Physician Owned

ON DUTY HEALTH

# Keeping First Responders Healthy & Fit For Service



ON DUTY HEALTH

Keeping First Responders
Healthy & Fit For Service

Proposal for

# West Covina, CA Fire Department

## Health and Fitness Assessments with enhanced Cancer, Cardiac and Mental Health Screening

## On-site Occupational Health Providers Specialized in First Responder Health

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Prepared For
**Mike Browne**

Proposed On
**5-11-2026**

**Proposal is CONFIDENTIAL**

**On Duty Health**
First Responder Health

1752 E Lugonia Ave, STE 117-4949
Redlands, CA 92373

512.655.3578
info@onduty.health

Dear West Covina Fire Department:

Thank you for your proposal request from On Duty Health regarding your upcoming annual first responder health & fitness assessments. We take very seriously the high calling that it is to serve this critical population. And we're confident that we'll provide you with expert health assessments as well as excellent customer service.

Included in this proposal, you'll find the outline of services we offer, including a full NFPA 1580 and WFI compliant annual assessment at your department. This includes a full body ultrasound screening, comprehensive labs, maximal stress testing utilizing WFI protocol, TRUE VO2 Max testing, vision and audiometry testing, muscular strength and endurance testing, in-depth behavioral health assessment, and more.

Our medical record system is fully electronic, meaning that each of your patients will always have a secure online portal through which they can track their health results year to year. And, we provide administration with a department-wide analytics dashboard to help inform your decisions on where to implement health improvement plans, with our guidance.

We also hope to partner with you to offer continuing services such as return-to-duty assessments, new hire assessments, health education seminars, behavioral health support, nutrition counseling and fitness training. Consider us your one-stop-shop for all your fire health needs.

One of our Co-Owners and Co-Founders is a Fire Chief with 30 years in the industry, bringing a first responder-tailored experience and perspective to everything we do. We practice evidence-based medicine, following current peer-reviewed research, offering novel cancer screening tools such as Multi-Cancer Early Detection Blood Tests and Low Dose CT. Our physicians are board certified in cardiology, radiology, dermatology, general and preventative medicine. And our team of Physician Assistants, Nurse Practitioners, Ultrasound Technicians, Exercise Physiologists, Counselors, Nutritionists, Personal Trainers and Phlebotomists are all specifically trained in first responder occupational health.

Again, thank you for your request. I'm hopeful that we'll be working together soon to help keep your first responders healthy and fit for service. And please don't hesitate to call or email us if you have any questions.



Warm regards,

**Kristin Batla, DMSc, PA-C**
Chief Medical Officer, Co-owner
On Duty Health

## Highlights

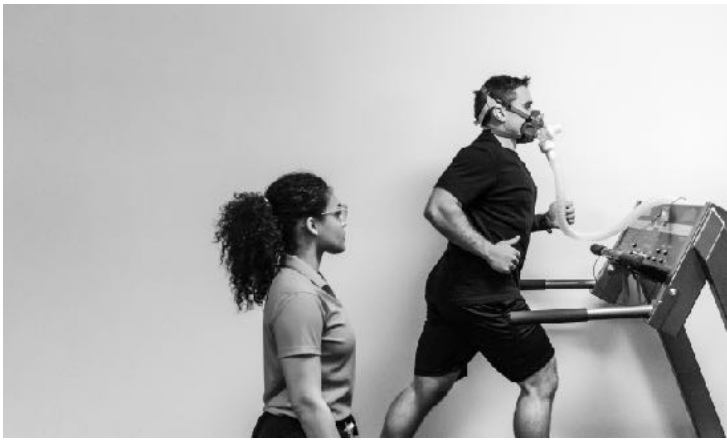
- Full NFPA 1580 and WFI compliant annual assessment at your department.
- Full body ultrasound screening, including Radiology followup for abnormal findings
- CPET - Cardiopulmonary Exercise Testing (stress testing with TRUE VO2 Max testing), including Cardiology followup for abnormal findings
- Comprehensive labs and urinalysis
- Vision and audiometry testing
- Muscular strength and endurance testing
- In-depth behavioral health assessments
- Department-wide de-identified Health Dashboards
- Human Performance Data Analysis
- Return-to-duty assessments
- New hire assessments
- Health education seminars
- Behavioral health support
- Nutrition counseling
- Fitness training
- Conducting, participating in, and incorporating the latest research in first responder health



# Company Profile

On Duty Health is a physician, firefighter and female-owned, customer-service-centered healthcare company specifically specialized in mobile first responder health. We currently serve over 9,200 first responders in 145 agencies across California, Texas, Missouri, Iowa & Colorado with our comprehensive annual health and fitness assessments.

Our occupational medical practice was founded in early 2020 from the inspiration of our Co-Owner and Co-Founder, Fire Chief Brent Batla. Chief Batla shared the major health issues faced by firefighters:



## Cancers (NIOSH)

- 9% higher risk of being diagnosed with cancer
- 14% higher risk of dying from cancer
- Significantly higher risk for specific types of cancer

## Cardiac Deaths (NFPA)

40-50% of annual duty-related fatalities

## Behavioral Health Issues (IAFF)

19% experienced suicidal thoughts

27% struggled with substance abuse

65% suffer from PTSD

80% said asking for help would make them seem “weak”

With the above statistics in mind, our system has been designed to identify life threatening issues early so a firefighter may have the best chance at not only surviving, but thriving well into retirement. We are fully NFPA-compliant, but go well beyond the NFPA standards by incorporating the latest research and knowledge in firefighter-specific health concerns. And, we bring the best value for your taxpayer dollars by focusing on providing the most comprehensive option, for the best pricing; This includes providing our full physical assessment for every member, every year, as well as providing for Radiology and Cardiology followups when indicated.

# Programs & Options

## BRONZE PROGRAM

| Offers NFPA 1580 Compliance | |
|---|---|
| **Labs & Urinalysis** | |
| • Urinalysis<br>• Complete Blood Count<br>• Complete Metabolic Panel<br>• Lipid Panel with LDL/HDL Ratio<br>• A1C (Glucose)<br>• Thyroid Stimulating Hormone | |
| **Physical Examination** | |
| • Comprehensive Physical with Health History & Vitals<br>• Advanced Vision Testing (Titmus V2)<br>• Audiometry Testing<br>• Skin Cancer Assessment<br>• Behavioral Health Assessment (Questionnaires & Oral exam)<br>• Sleep Disruption Questionnaire<br>• Breast Cancer Screening and Mammogram Recommendation/Review (females)<br>• Review of Results w/ Personalized Health Plan | |
| **Cardiopulmonary Screening & Fitness Assessment** | |
| • EKG Treadmill Stress Testing; Consisting of 12-lead EKG treadmill/bicycle stress test to maximal volition utilizing WFI protocol, VO2 Max Calculation (NO True VO2)<br>• Pulmonary Function Testing (Spirometry)<br>• Metabolic Analysis w/ Body Composition<br>• Muscular Endurance, Strength and Flexibility Evaluation<br>• Human Performance Assessment | |
| **Virtual Health Education Seminars** | |
| **Total per person*** | **$769** |

*Please Note: Our pricing for all programs scales depending on number of patients confirmed.

# SILVER PROGRAM *(most popular)*

**Above and beyond the NFPA Standard. Adds Enhanced Labs, Ultrasound and CPET. The healthcare backbone for ~70% of our agencies. Offered every year, for every member (not with certain elements only offered every-other-year.)**

### Labs & Urinalysis

- Bronze Program Labs, PLUS:

- C-Reactive Protein
- CA-125 Ovarian Cancer Screening (females)
- Prostate Specific Antigen (male patients 40 and over)
- Fecal Occult Screening Kit (patients 40 and over)

### Comprehensive Physical

- Per Bronze Program

### Cardiopulmonary Screening & Fitness Assessment

- Bronze Program Assessment, PLUS:

- Cardiopulmonary Exercise Testing (CPET) consisting of 12-lead EKG treadmill or bicycle stress test to maximal volition utilizing WFI protocol, Blood Pressure readings, and **TRUE VO2 Max Testing**
- **Cardiology followup as indicated**

### Ultrasound Enhanced Cancer Screening

- Ultrasound imaging of the carotid arteries, aorta & aortic valves, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men)
- **Radiology followup for abnormal findings, as indicated**

### Department Physician Services

- Fit-for-Duty Guidance: Expert evaluation and recommendations regarding work restrictions, accommodations, and return-to-duty determinations
- Policy & Labor Support: Medical input for departmental health policies and participation in MOU and labor negotiations as an independent clinical authority
- Case Management & Follow-Up: Continuous physician guidance for members with identified medical conditions, including coordination, monitoring, and return-to-work support
- Independent Medical Oversight: Objective, evidence-based medical opinions aligned with occupational health, NFPA standards and industry best practices

### Virtual Health Education Seminars

**Total per person $879**

# GOLD PROGRAM

| Premium protection for your team, including additional cancer, cardiac and behavioral health screening options | |
|---|---|
| **Enhanced Labs & Urinalysis** | |
| • Silver Program Labs, PLUS:<br>• Fecal Occult Screening Kit **(ALL patients)**<br>**+ Hormone Levels Testing** (Testoterone- males, Estrogen- females) | |
| **Comprehensive Physical** | |
| • Per Silver Program | |
| **Cardiopulmonary Screening & Fitness Assessment** | |
| • Per Silver Program | |
| **Ultrasound Enhanced Cancer Screening** | |
| • Per Silver Program | |
| **Low Dose CT Lung Screening AND Coronary Calcium Scoring** | |
| • Lung Cancer Screening & Coronary Calcium Scoring, conducted every 5 years (1/5th of department annually) • Conducted through regional radiology partner | |
| **Enhanced Psychological Screening** | |
| • Enhanced Behavioral Health Questionnaires<br>• Telemedicine evaluation includes 30 minute check-in with a licensed mental health professional, specialized in first responder health<br>• Conducted every 5 years (1/5th of department annually) | |
| **Department Physician Services** | |
| • Per Silver Program | |
| **Virtual Health Education Seminars** | |
| **Total per person** | **$1,179** |

# PLATINUM PROGRAM *(5 Year Program)*

| **Elite, nation-leading program offering the most comprehensive screening options available for first responders. Departments must be subscribed with full agency for five year period to participate** | |
|---|---|
| **Every Year:**<br>**Gold** Labs & Urinalysis<br>Comprehensive Physical<br>Cardiopulmonary Screening & Fitness Assessment | |
| Ultrasound Enhanced Cancer Screening[135] | |
| Spouse/Partner Ultrasound Benefit (no charge)[5] | |
| LP-PLA$_2$ - Lipoprotein-associated Phospholipase A$_2$ - Stroke and Cardiovascular Disease Risk Blood Test[1] (conducted one time) | |
| PFAS (Perfluoroalkyl and polyfluoroalkyl) Substance Testing[1] | |
| Low Dose CT Lung Screening with Coronary Calcium Scoring[2] | |
| MCED Test (Multicancer Early Detection Blood Test)[3] | |
| Enhanced Psychological Screening[4] (may be excluded if department has program in place) | |
| In-Person Health Education Seminars Hosted at Your Department for Each Shift[5] | |
| Periodic Virtual Health Education Seminars | |
| **Total per person, per year, for five years** | **$1,479** |

[1]Conducted on Year One, [2]Conducted on Year Two, [3]Conducted on Year Three, [4]Conducted on Year Four, [5]Conducted on Year Five,
*Patients must provide a marriage license for this service to be provided

| **Platinum Program Visual Matrix** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
|---|---|---|---|---|---|
| Enhanced (Gold) Labs | √ | √ | √ | √ | √ |
| Full Physical | √ | √ | √ | √ | √ |
| Cardiopulmonary Assessment (CPET) | √ | √ | √ | √ | √ |
| Ultrasound Cancer Screening | √ | | √ | | √ |
| Spouse/Partner Ultrasound (included at no charge) | | | | | √ |
| PFAS Levels Testing | √ | | | | |
| LP-PLA2 | √ | | | | |
| Low Dose CT Lung and Coronary Calcium Scoring | | √ | | | |
| MCED Test (Galleri or CancerGuard) | | | √ | | |
| Enhanced Psychological Screening | | | | √ | |
| In-Person Health Education Seminars | | | | | √ |

# ALL PROGRAMS
## at a Glance

| All Programs Visual Matrix | BRONZE | SILVER | GOLD | PLATINUM |
|---|---|---|---|---|
| Labs & Urinalysis | √ | √ | √ | √ |
| Full Physical | √ | √ | √ | √ |
| Cardiopulmonary Assessment | √ | √ | √ | √ |
| Periodic Virtual Health Education Seminars | √ | √ | √ | √ |
| Departmental Health Dashboards | √ | √ | √ | √ |
| Department Physician Services | √ | √ | √ | √ |
| Ultrasound | | √ | √ | √ |
| Enhanced Labs | | | √ | √ |
| Hormone Testing | | | √ | √ |
| Low Dose CT Lung and Coronary Calcium Scoring | | | √ | √ |
| Enhanced Psychological Screening | | | √ | √ |
| Spouse/Partner Ultrasounds (No Charge) | | | | √ |
| PFAS | | | | √ |
| LP-PLA2 | | | | √ |
| MCED Test | | | | √ |
| In-Person Health Education Seminars | | | | √ |

# Additional Screening Options

| Item | Description | Pricing |
|---|---|---|
| **New Hire Physical** | • Includes all elements of Bronze Program (full labs, physical, and EKG Stress Testing). Physicals are to be performed at a nearby department. Rapid Strike new hire option is available on-site with a minimum of 3 patients. | $879 |
| **Extended New Hire Lab Panel *(Optional)*** | • Recommended to establish baseline, then repeated post-exposure<br>• Hepatitis Panel (A, B, C)<br>• HIV Screening<br>• TB Screening (QuantiFERON Gold Blood Test)<br>• Urine Drug Screen<br>• Heavy Metals I Profile | $435 |
| **Preemployment Psychological Screening** | • Hosted in-person<br>• POST Standard. Includes questionnaires and an evaluation with a licensed mental health specialist, specialized in first responder health<br>• Employer receives a “suitable” or “unsuitable” recommendation | $499 |
| **Annual Enhanced Psychological Screening** | • Enhanced Behavioral Health Questionnaires<br>• Telemedicine evaluation includes 30 minute check-in with a licensed mental health professional, specialized in first responder health | $199 |
| **Return-to-Duty Physical** | • Patient is reevaluated and cleared/not cleared based on the issue in question | $299 |
| **Ultrasound Only** | • Offered as an “a la carte” standalone option<br>• Ultrasound imaging of the carotid arteries, aorta & aortic valves, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men)<br>• Radiology followup for abnormal findings, as indicated | $249 |

# Additional Services Available (per person)

| Item | Description | Pricing |
|---|---|---|
| **Cancer Labs** | Galleri Multi-Cancer Early Detection Blood Test (50+ cancers) | $749 |
| | CancerGuard EX Multi-Cancer Early Detection Blood Test | $699 |
| | OneTest Premium Multi-Cancer Early Detection Blood Test | $429 |
| | EsoGuard Esophageal Cancer Test | $1,399 |
| | Cancer Marker Screening Panel (CEA, CA 19-9, AFP, Amylase, Lipase) | $99 |
| | CA-125 (ovarian cancer screening - women) | $49 |
| | Cancer antigen 15-3 (CA 15-3) [breast cancer] | $99 |
| | Additional Fecal Occult Colorectal Cancer Screening Kits | $69 |
| **Other Labs** | Hepatitis A, B and C Test (Acute Hepatitis Panel) | $69 |
| | QuantiFERON Gold TB (Blood test) | $89 |
| | Medical Professionals Urine Drug Screen (12 drug panel) | $99 |
| | Nicotine Screening (Urine) | $49 |
| | HIV testing | $49 |
| | Heavy Metals Profile I, Blood (arsenic, lead, mercury) | $129 |
| | Heavy Metals Profile II, Blood (arsenic, cadmium, lead, mercury) | $159 |
| | Cholinesterase (HazMat) testing | $69 |
| | Testosterone or Estrogen levels | $49 |
| | Lp-PLA2 Activity - Aid in predicting risk of coronary heart disease | $99 |
| | PFAS Toxin Testing (Polyfluoroalkyl - man made chemicals) | $399 |
| **CT Scanning** | Low Dose CT Lung Screening (available through regional partners) | $499 |
| | CT Coronary Artery Calcium Scoring (available through regional partners) | $299 |
| **MRI** | Brain MRI (available through regional partners) | $699 |
| **DMV/DOT** | DOT Certified Medical Examination (Class B) (During exam, not after-the-fact) | $99 |
| | DMV Form Sign-off (Firefighter Endorsement Form 546) | $0 |
| **Personal Training** | Our certified personal trainer can work with individual patients through Telehealth to improve health outcomes through customized workout programming | $169/mo |
| **Nutrition Counseling** | Each health assessment comes standard with nutrition recommendations. However, our licensed nutritionist can work with a patient via Telehealth who needs extra guidance for meal planning, shopping, cooking, and more for enhanced health outcomes | $169/mo |

# On Duty Health Key Advantages:

## Decision Science through Data Analytics



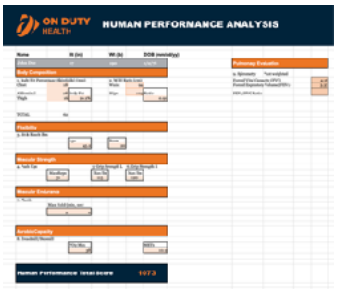

Awareness of your department's overall health is extremely important. We assist you by providing a de-identified Health Dashboard which shares various key health metrics, guiding you for improving the health and longevity of your crew. This data-driven model allows department administration to see exactly where attention and investment might be needed.

## Electronic Medical Records & Patient Portal



Gone are the days of scribbling all of your patient history down on multiple sheets of paper, and then receiving printouts of your health information, only to misplace them and potentially compromising your Private Health Information. We are fully electronic. Every aspect of our assessment goes directly into our EMR system, and each patient gets secure access to their own Patient Portal, where they can access results, track their health from year to year, message their provider, and more.

## Personalized Health Analysis




Each of our exams includes a comprehensive Human Performance analysis of the patient's health data and results by a provider. The provider then makes recommendations for areas that require improvement. Additionally, both the patient and the provider can track the patient's health statistics from year to year, providing a clear picture of their overall health trends.

## No Patient Left Behind



We offer the most competitive pricing, while also offering the most advanced, comprehensive exam available. Our COO, as a retired Fire Chief, has made it a priority for us to offer this high-level of service, while keeping costs down to ensure taxpayers that their dollars are being spent wisely. From our lower pricing, you can see one simple, but important reality: On Duty Health is focused on First Responder Health, *not maximizing profits*. An important principle in our pricing structure is: ***NO PATIENT LEFT BEHIND.*** That means, for most of our packages, ***every* patient is receiving the Ultrasound Screening *and* Stress Testing *every year***. While there is some research to support age stratification, where patients under 40 receive these tests over longer intervals, we regularly find cancer and life threatening heart conditions in this younger population. **Our system does not cut corners to save ourselves money**. We provide the most comprehensive option by including these important testing elements for each patient every year.

## Research Driven

We are not only interested in utilizing the newest available research for first responder health, we are driving it. We have been involved in multiple collaborations to further first responder health and wellness, particularly in regards to first responder Behavioral Health, Cancer, and Cardiac Health, with organizations such as the National Fire Academy, Fire Service Psychology Association, the National Disease Research Interchange's Center for Fire, Rescue, and EMS Health Research, and Loma Linda University.

## Multi Cancer Early Detection Tests

We are excited to offer multiple Multi Cancer Early Detection Tests such as the Galleri Test by Grail, CancerGuard by Exact Sciences, OneTest, EsoGuard, and more. All tests are offered at a first responder discount. Tests can also be ordered through our online store as a cash-pay option if department budget doesn't allow for these services, and may also be offered to spouses or retirees.

## Spouse Benefit



Your spouse/partner's health directly impacts your well-being and your ability to perform at your best on the job. To support the entire first responder family, On Duty Health offers a Spouse Ultrasound Benefit that provides access to potentially life-saving screening services for departments on our Platinum Five Year Program, on the fifth year of the program. In addition, spouses, family members *and* retirees will receive discounted pricing through our online store for full examinations, ultrasound-only services, MCED tests and more, as long as the department is willing to host.

## Department Physician & Medical Oversight Services

On Duty Health's Department Physician & Medical Oversight Services are included as part of our standard program and are not billed as an additional or separate consulting fee, unlike many occupational health providers. Through direct access to our Chief Medical Officer and collaborating physicians, departments receive ongoing clinical guidance on complex fit-for-duty decisions, health-related policy development, and labor or MOU discussions where medical expertise is required. When a member is identified with a medical concern, our providers remain engaged throughout the process, providing continuity of guidance and support to both the department and the member until resolution or safe return to duty. This integrated provider consult model ensures agencies have consistent, objective medical leadership embedded within their wellness and occupational health program.

## Qualifications & Certifications




Our medical team is fully certified and licensed per state and national healthcare law requirements. Our Advanced Practice Providers (NPs & PAs) are currently licensed to practice in the State of California and are specifically trained in Occupational Health. They are supervised by our Medical Director, Wayne Dysinger, MD, MPH, who is a physician in Loma Linda with 38 years of experience. Dr. Dysinger is specially trained in Lifestyle Medicine.

We are also fully compliant with Corporate Practice of Medicine Laws (CPOM) in the State of California.

# California Based

We are based in Southern California, and currently serve 58 California cities, from the San Diego area all the way up to Eureka.

**CA References:**

Wayne Seacrist, Palm Springs Fire & Police - 120 patients
wayne.Seacrist@palmspringsca.gov, 760.880.1037

Alex Kargbo, Santa Barbara Fire - 100 patients
akargbo@SantaBarbaraCA.gov, 408.964.0013

Jay Enns, Paso Robles Fire & Police - 90 patients
JEnns@prcity.com, 805.227.7560

Sid Jamotte, Marin County Firefighters (Ross Valley, CA) - 200 patients
sjamotte@gmail.com, 415.250.8236

**Reviews:**

✪✪✪✪✪ *On Duty Health has set a very high bar for Health and Wellness screenings, and consulting. The team at On Duty Health took great care of our Firefighters, spent ample time explaining the findings of our assessments, and set us up for success to better serve our community. We look forward to working with them annually.* -Sid Jamotte, Health & Wellness Coordinator, Ross Valley, CA FD.

✪✪✪✪✪ *On Duty Health has been great for all our members at Santa Barbara City Fire and would recommend ODHs services to any and everybody. Amazing staff and end product.* -Alex Kargbo, Health & Wellness Coordinator, Santa Barbara, CA FD.

✪✪✪✪✪ *This is our second year using this service. We are very pleased. Thank you for keeping our people healthy. Amazing staff and end product.* -Brian Hayward, Division Chief, Heartland Fire & Rescue, CA.

✪✪✪✪✪ *To say we are thrilled with the quality of service provided by your crew is an understatement. I can't say enough how much we enjoyed having them here for four weeks and the fact that they want to come back is better yet! We would love to have any and all of them back next year - they were all very friendly, professional and clearly experienced in handling the unique challenges of providing physical assessments to members of the fire service. -Jim Wold, Health & Wellness, Stockton, CA FD*

**CURRENT CA CLIENTS:**
Arcata
Atascadero
Barona
Barstow
Big Bear
Brea
Calaveras Consolidated
Carpenteria-Summerland
Central Marin
Chino Valley
Culver City
Ebbetts Pass
El Cajon PD
El Dorado Hills
Escondido
Eureka PD
Five Cities
Heartland (El Cajon, La Mesa, Lemon Grove)
Humboldt Bay
Kentfield
Loma Linda
Manteca
Montecito
Morro Bay FD & PD
Mountain View FD & PD
National City
North County Fire Authority (Daly City)
North County Fire Protection Dist (Fallbrook)
Oceanside
Ontario
Palm Springs FD & PD
Paso Robles FD & PD
Rancho Cucamonga
Rancho Santa Fe
Rialto
Ross Valley
San Bernardino County
San Manuel
San Marcos
San Miguel
San Rafael
Santa Barbara City
Santa Barbara County
Santa Maria
Santee
South Placer
Stockton
Tiburon
Ukiah
Vista

# Contact

o. 512.655.3578
f. 512.528.3589
e. info@onduty.health

**California:**
1752 E Lugonia Ave, STE 117-4949
Redlands, CA 92374

**Texas:**
2028 E Ben White Blvd, STE 240-4949
Austin, TX 78741

## www.onduty.health






Follow Us

**@ondutyhealth**

**ATTACHMENT NO. 2**

# ESTIMATE

**On Duty Health, PLLC**
2028 E Ben White Blvd, Ste 240-4949
Austin, TX 78741-6966

billing@ondutyhealth.com
+1 (512) 655-3578
www.onduty.health

**Bill to**
West Covina, CA Fire Department
1444 W. Garvey Ave. South
West Covina, CA 91790

**Ship to**
West Covina, CA Fire Department
1444 W. Garvey Ave. South
West Covina, CA 91790

**Estimate details**
Estimate no.: 1462
Estimate date: 05/11/2026

| # | Date | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|---|
| 1. | | **"Platinum Package - Enhanced" Health & Fitness Assessment** | Elite, nation-leading program offering the most comprehensive screening options available for first responders. Departments must be subscribed with full agency for five year period to participate.<br><br>Every Year- Enhanced Labs & Urinalysis<br>• Urinalysis • Complete Blood Count • Complete Metabolic Panel • Lipid Panel with LDL/HDL Ratio (Total Cholesterol) • A1C (Glucose/Hemoglobin) • Thyroid Stimulating Hormone • C-Reactive Protein • CA-125 Ovarian Cancer Screening (females) • Prostate Specific Antigen (male patients 40 and over) • Fecal Occult Screening Kit (ALL Patients) • Hormone Levels Testing (Testoterone- males, Estrogen- females)<br><br>Every Year- Comprehensive Physical<br>• Comprehensive Physical with Health History & Vitals • Advanced Vision Testing (Titmus V2) • Audiometry Testing • Skin Cancer Assessment • Behavioral Health Assessment (Questionnaires & Oral exam) • Sleep Disruption Questionnaire • Breast Cancer Screening and Mammogram Recommendation/Review (females) • Review of Results w/ Personalized Health Plan<br><br>Every Year- Cardiopulmonary Screening & Fitness Assessment | 70 | $1,479.00 | $103,530.00 |

• Cardiopulmonary Exercise Testing (CPET) consisting of 12-lead EKG treadmill or bicycle stress test to maximal volition, Blood Pressure readings, and TRUE VO2 Max Testing • Cardiology followup as indicated • Pulmonary Function Testing (Spirometry) • Metabolic Analysis w/ Body Composition • Muscular Endurance, Strength and Flexibility Evaluation •

Years 1/3/5- Ultrasound Enhanced Cancer Screening
• Ultrasound imaging of the carotid arteries, aorta & aortic valves, thyroid, liver, pancreas, gall bladder, spleen, kidneys, bladder, pelvic (women), testicular and prostate (men) • Radiology followup for abnormal findings, as indicated

Year 1- LP-PLA2 Test + PFAS Levels Testing

Year 2- Low Dose CT Lung Screening AND Coronary Calcium Scoring
• Lung Cancer Screening & Coronary Calcium Scoring • Conducted through regional radiology partner

Year 3- MCED Test (Galleri or CancerGuard)

Year 4- Enhanced Psychological Screening
• Enhanced Behavioral Health Questionnaires • Telemedicine evaluation includes 30 minute check-in with a licensed mental health professional, specialized in first responder health

Year 5- In-Person Health Education Seminars

Year 5- Spouse/Partner Ultrasound Benefit at no charge

Continuous- Department Physician Services
• Fit-for-Duty Guidance: Expert evaluation and recommendations regarding work restrictions, accommodations, and return-to-duty determinations • Policy & Labor Support: Medical input for departmental health policies and participation in MOU and labor negotiations as an independent clinical authority • Case Management & Follow-Up: Continuous physician guidance for members with identified medical conditions, including coordination, monitoring, and return-to-work support
• Independent Medical Oversight:

| | | | | | |
|---|---|---|---|---|---|
| | | Objective, evidence-based medical opinions aligned with occupational health, NFPA standards and industry best practices<br><br>Periodic- Virtual Health Education Seminars | | | |
| 2. | **On Site Phlebotomy** | Sending phlebotomist on-site to perform draws and urinalysis | 70 | $39.00 | $2,730.00 |

**Total** **$106,260.00**

## Note to customer

Please note: This estimate is subject to our Cancellation Policy. It is also subject to our Unplanned Paperwork Requests Policy, which states:
For any form/paperwork requests, there will be a $19 fee for ALL forms processed outside of an appointment with a provider (unplanned DOT forms, unplanned Medical Clearance Forms, unplanned stats gathering, etc). Our standard processing time is 5-7 business days.

**Accepted date** **Accepted by**

ON DUTY HEALTH

# SOUL SOURCE LETTER

West Covina, CA Fire Department
Acting Chief Mike Browne

October 1, 2025

Dear Chief Browne:

On Duty Health is a provider of comprehensive, on-site health assessment services specifically specialized in firefighter health. These health assessments meet and exceed NFPA 1580 specifications, including full body ultrasound cancer screening, comprehensive labs, a maximal 12-lead EKG treadmill stress testing utilizing WFI protocol, TRUE VO2 Max testing, vision and audiometry testing, muscular strength and endurance testing, in-depth behavioral health analysis and more. On Duty Health is **locally based, and firefighter co-owned**.

On Duty Health is specifically the sole source for a locally based, on-site firefighter health specific occupational medicine practice that conducts **TRUE VO2 Max testing.** TRUE VO2 Max testing gives a member a more accurate picture of their cardiopulmonary health, as opposed to just a standard VO2 Max Calculation. We are a sole source in this category for offering **Cardiology and Radiology followups** with reports for any abnormal results found with the patient, when indicated. We are also a sole source for providing the most comprehensive screening options available, including multiple MCED (Multi-Cancer Early Detection Test) offerings, Low Dose CT Lung Screening and Coronary Calcium Scoring, as well as other premium options included in our standard package offerings.

With our comprehensive, on-site health assessment program, we offer a very unique combination of tools to give your member the best picture possible of their health.

Sincerely,

Greg Batla, MBA
*On Duty Health*
Chief Executive Officer

**AGENDA ITEM NO. 6**

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 2, 2026

**TO:** Mayor and City Council

**FROM:** Milan Mrakich, Acting City Manager

**SUBJECT:** **CONSIDERATION OF NEED TO CONTINUE EMERGENCY REPAIRS AT FIRE STATION 3**

## RECOMMENDATION:

It is recommended that the City Council review the emergency action for the emergency conditions at Fire Station 3 and adopt the following resolution:

**RESOLUTION NO. 2026-50 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING, BY A FOUR-FIFTHS VOTE OF THE CITY COUNCIL, THAT THERE IS A NEED TO CONTINUE THE EMERGENCY ACTION AT FIRE STATION 3**

## BACKGROUND:

On April 7, 2026, the City Council adopted Resolution No. 2026-32 determining that an emergency exists at Fire Station 3 due to a rodent infestation and that the emergency will not permit the competitive solicitation for bids, and directing and authorizing the Acting City Manager to cause emergency repairs to be performed and to take any directly related and immediate action required by the emergency.

Pursuant to Public Contract Code Section 22050(c), the City Council is required to review the emergency action at every regularly scheduled meeting until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue that action. The City Council is also required to terminate the action at the earliest possible date that conditions warrant.

On April 21, 2026, the City Council adopted Resolution No. 2026-34, determining, by a four-fifths vote, that there was a need to continue the emergency action at Fire Station 3.

On May 5, 2026, the City Council adopted Resolution No. 2026-35, determining, by a four-fifths vote, that there was a need to continue the emergency action at Fire Station 3.

On May 19, 2026, the City Council adopted Resolution No. 2026-38, determining, by a four-fifths vote, that there was a need to continue the emergency action at Fire Station 3.

**DISCUSSION:**

The Acting City Manager authorized staff to proceed with all necessary work under the emergency action to safeguard the immediate health and safety of personnel at Fire Station 3. As detailed in the April 7, 2026 staff report, the rodent infestation presents serious health and sanitation hazards, exposing firefighters to unsafe living and working conditions.

The City has executed a Construction Services Agreement with Sunshine Pacific Group America, Inc., and repair work continues at Fire Station 3.

Public Works continues to coordinate closely with Fire Department Management and Fire Station 3 personnel to maintain safety during the remediation process, including the provision of temporary accommodations.

As the repair work is ongoing, staff recommends that the City Council determine there is a need to continue the emergency action.

**LEGAL REVIEW:**

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

**OPTIONS:**

The City Council has the following options:

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

**Prepared by:** Renee M. G. Chavez, Management Analyst I
**Additional Approval:** Roxanne E. Lerma, Assistant City Manager

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**Fiscal Impact**

**FISCAL IMPACT:**

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

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**Attachments**

Attachment No. 1 - Resolution No. 2026-50

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
Enhance City Image and Effectiveness

**ATTACHMENT NO. 1**

**RESOLUTION NO. 2026-50**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING, BY A FOUR-FIFTHS VOTE OF THE CITY COUNCIL, THAT THERE IS A NEED TO CONTINUE THE EMERGENCY ACTION AT FIRE STATION 3**

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

**WHEREAS,** Public Contract Code section 1102 defines an "emergency" as "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services"; and

**WHEREAS**, pursuant to Public Contract Code section 22050(a)(1), in the case of an emergency, the City, pursuant to a four-fifths vote of the City Council, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

**WHEREAS,** pursuant to Public Contract Code section 22050(a)(2), before the City Council takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and

**WHEREAS,** pursuant to Section 2-357(a) of the West Covina Municipal Code, in cases of an emergency, the City Council, after making a finding, based on substantial evidence set forth in the minutes of the meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency, may, by a four-fifths (⅘) vote of the City Council, repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

**WHEREAS,** City staff recently identified a significant rodent and rat infestation within Fire Station 3; and

**WHEREAS,** the infestation poses a clear and imminent danger requiring immediate action to avoid health and safety issues; and

**WHEREAS,** on April 7, 2026, the City Council adopted Resolution No. 2026-32, finding, by a four-fifths vote, that an emergency exists at Fire Station 3 which will not permit the competitive solicitation for bids and directing and authorizing the Acting City Manager to cause emergency repairs to be performed and to take any directly related

and immediate action required by the emergency; and

**WHEREAS,** pursuant to Public Contract Code section 22050(c), if the City Council orders emergency repairs, the City Council is required to review the emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, and to terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by a competitive solicitation for bids; and

**WHEREAS,** on April 21, 2026, the City Council adopted Resolution No. 2026-34, determining, by a four-fifths vote, that there was a need to continue the emergency action at Fire Station 3; and

**WHEREAS,** on May 5, 2026, the City Council adopted Resolution No. 2026-35, determining, by a four-fifths vote, that there was a need to continue the emergency action at Fire Station 3; and

**WHEREAS,** on May 19, 2026, the City Council adopted Resolution No. 2026-38, determining, by a four-fifths vote, that there was a need to continue the emergency action at Fire Station 3.

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

**SECTION 1.** Based upon the information provided in the staff report accompanying this resolution, the City Council determines that there is a need to continue the emergency action at Fire Station 3.

**SECTION 2.** The City Manager shall report to the City Council at every regularly scheduled meeting until this emergency action is terminated the reasons justifying why the emergency continues to exist and whether there is a need to continue the emergency action.

**SECTION 3.** In accordance with Public Contract Code section 22050(c)(3), the City Council will terminate the emergency action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by a competitive solicitation for bids.

**SECTION 4.** The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

**APPROVED AND ADOPTED** this 2nd day of June, 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. 2026-50 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of June, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick, CMC
Assistant City Clerk

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 2, 2026

**TO:** Mayor and City Council

**FROM:** Milan Mrakich, Acting City Manager

**SUBJECT:** **CONSIDERATION OF AGREEMENT FOR JANITORIAL SERVICES FOR CITY BUILDINGS AND FACILITIES**

## RECOMMENDATION:

It is recommended that the City Council:

1. Award the contract for Request for Proposals (RFP) No. 2026-14 for janitorial services for City facilities to UMS, Inc. dba United Maintenance Systems.
2. Authorize the City Manager to negotiate and execute a Maintenance Services Agreement with UMS, Inc. dba United Maintenance Systems, in such final form as approved by the City Attorney, with an annual maximum compensation amount of $316,200 and an overall maximum compensation amount of $1,976,250 (which includes 25% for additional work as approved by the City Manager). The agreement includes an initial term of three years, from July 1, 2026 through June 30, 2029, with the option to extend the term for two (2) one (1) year periods; and
3. Authorize the City Manager to negotiate and execute any amendments or extensions to the agreement.

## BACKGROUND:

United Maintenance Systems has been providing janitorial services to the City of West Covina since February 1, 2017. The current agreement includes janitorial services for City-owned buildings and facilities, namely: City Hall Civic Center (City Hall, Police Department and Communications), West Covina Sportsplex, Cameron Park Community Center, Cortez Park Senior Center, Palmview Park Community Center and Public Works Administrative Building. These services include cleaning, polishing and vacuuming of floors, dusting, window washing, spot cleaning, cleaning and disinfecting of all restrooms, emptying trashcans, restocking of supplies, and other janitorial duties.

The current agreement is scheduled to expire on June 30, 2026.

## DISCUSSION:

On March 17, 2026, the RFP 2026-14 for janitorial services was advertised and sent out to subscribers through the City's third party website, Planet Bids.

A mandatory pre-proposal meeting was held on March 25, 2026, and was attended by 22 janitorial service contractors.

On April 9, 2026, fourteen (14) proposals were received from the following firms:

| Bidder: | Monthly Cost |
|---|---|
| Universal Building Maintenance LLC<br>dba Allied Universal Janitorial Services | $ 28,604 |
| Base Hill, Inc. | $ 25,211 |
| CCS Facility Services | $ 29,997 |
| Coast 2 Coast Preservations dba Diverse Janitorial | $ 34,113 |
| Coastal Building Services (CBS, Inc.) | $ 33,984 |
| DMS Facility Services, Inc. | $ 52,055 |
| Executive Facilities Services, Inc. (EFS, Inc.) | $ 37,297 |
| Guaranteed Janitorial Service, Inc. | $ 33,386 |
| JJ Property Maintenance Network, Inc. | $ 40,088 |
| Merchants Building Maintenance, LLC | $ 32,409 |
| Santa Fe Janitorial Maintenance Services, Inc. | $ 41,321 |
| Smart N Clean Co. | $ 24,672 |
| Ultimate Maintenance Services, Inc. | $ 42,420 |
| United Maintenance Systems | $ 26,350 |

A review panel evaluated the proposals based on qualifications, experience, proposed work plan, understanding of the City's needs, and cost competitiveness using the following criteria:

| Criteria: | Maximum Points |
|---|---|
| Completeness of Proposal | 25 |
| Relevant Experience and Qualifications of Proposed Project Team | 25 |
| Capacity to Perform | 30 |
| Proposed Cost | 20 |
| **Total Score** | **100** |

Staff completed their review and evaluated the proposals with the average score and ranking as follows:

| Bidder: | Average Score: | Ranking: |
|---|---|---|
| United Maintenance Systems | 88 | 1 |
| Merchants Building Maintenance, LLC | 84 | 2 |
| Smart N Clean Co. | 80 | 3 |
| Executive Facilities Services, Inc. (EFS, Inc.) | 77 | 4 |
| Guaranteed Janitorial Service, Inc. | 76 | 5 |
| CCS Facility Services | 75 | 6 |
| Coast 2 Coast Preservations dba Diverse Janitorial | 73 | 7 |
| Base Hill, Inc. | 68 | 8 |
| DMS Facility Services, Inc. | 68 | 8 |
| Coastal Building Services (CBS, Inc.) | 66 | 10 |

| Bidder: | Average Score: | Ranking: |
|---|---|---|
| Santa Fe Janitorial Maintenance Services, Inc. | 65 | 11 |
| Ultimate Maintenance Services, Inc. | 63 | 12 |
| JJ Property Maintenance Network, Inc. | 62 | 13 |
| Universal Building Maintenance LLC<br>dba Allied Universal Janitorial Services | 61 | 14 |

Following review and evaluation of all submitted proposals, United Maintenance Systems received the highest overall ranking and was determined to be the most qualified firm to provide janitorial services for the City's facilities. UMS is a family-owned and operated business. The owner has been in the janitorial business for over 34 years and has personal experience in the field. They have proven to be effective and flexible throughout this and prior contract terms. UMS works with a variety of different large companies, and service many high-maintenance government facilities such as the City of West Covina, City of Glendora, City of Cypress, Howmet Aerospace and California State University of Los Angeles.

A draft of the agreement is included as Attachment No. 2.

**LEGAL REVIEW:**

The City Attorney's Office will review the final form of the agreement prior to execution.

**OPTIONS:**

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

**Prepared by:** Renee M. G. Chavez, Management Analyst I
**Additional Approval:** Roxanne E. Lerma, Assistant City Manager

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**Fiscal Impact**

**FISCAL IMPACT:**

Funding for janitorial services is included in the Fiscal Year 2026-27 operating budget within the respective facility maintenance accounts.

| Funding Source: | Account Number: | Amount: |
|---|---|---|
| Service Contracts – Buildings | 110.503.61.52.00.00.61.61300. | $265,200 |
| Other Contractual Services – West Covina Sportsplex | 242.504.61.51.10.39.61.61200. | $ 51,000 |

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**Attachments**

ATTACHMENT NO. 1 - RFP 2026-14 Janitorial Services for City Facilities
Attachment No. 2 - Draft Agreement

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
Enhance City Image and Effectiveness

**ATTACHMENT NO. 1**

| JANITORIAL SERVICES FOR CITY FACILITIES | **Approved by:** Roxanne Lerma | **RFP No.** 2026-14 |
|---|---|---|
| | | **Effective Date** March 19, 2026 |

## 1. GENERAL

The City of West Covina (City) is seeking proposals from qualified companies to provide janitorial services for City facilities.

## 2. RFP SCHEDULE

- RFP release: March 19, 2026
- Mandatory on-site pre-proposal meeting at 10 a.m., March 25, 2026, at the City Yard 825 South Sunset Ave., West Covina 91790. RSVP on Planet Bids by clicking on RSVP button under Bid information tab.
- Questions due: March 31, 2026 @ 3:00 p.m.
  (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: April 2, 2026
  (Responses will be posted on City's Planet Bids portal)
- Proposals due: April 9, 2026 @ 1:30 p.m.
- Potential Interview: Week of April 27 2026 (Will contact bidders with date and time.)
- Selection of proposer (tentative date): June 2, 2026
  (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.gov 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://vendors.planetbids.com/portal/39468/portal-home.

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 |

Attachment H Statement of Compliance
Attachment I DIR Number Request and Certification Form

Proposals must be submitted no later than **1:30 pm** on **April 9, 2026.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

## 4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES

The sole City Representative as contact person for all questions and matters regarding this RFP is Karen Ogawa, Finance Director. The City Representative can be reached via e-mail at kogawa@westcovina.org or by phone at (626) 939-8438. Proposers that contact any City official or representative other than the designated City Representative as set forth in this RFP may be disqualified with no further consideration given to the proposal submitted.

All questions regarding the specifications in this RFP are required to be addressed via City's PlanetBids site by the designated date and time. Responses will be posted on the City's PlanetBids site.

## 5. BACKGROUND

The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles and 15 miles north of Orange County. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City's 16 square miles flourished with walnut groves and orange groves for many decades. The City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents.

### Services

The City offers 16 parks, four community centers, a Sports Complex, and a County-operated library. The City provides a full range of services to its citizens, including police, fire and emergency medical; construction and maintenance of streets, traffic signalization and other infrastructure; planning and building safety; and social, recreational and cultural activities and events. However, the City contracts out building and safety services, engineering, and business licensing. Additionally, water utilities and solid services are provided and billed externally.

The City is financially accountable for the Successor Agency to the former Redevelopment Agency of the City of West Covina, a financing authority, and a housing authority, which are combined within the City's financial statements.

## 6. SCOPE OF SERVICES

The scope of services to be provided is described in Attachment E of this RFP.

## 7. CONTRACT PERIOD

It is anticipated that the initial term of the agreement will be for a period of three (3) years, with the option to extend the term for up to two (2) additional years upon mutual written agreement of the City and the selected contractor, contingent upon satisfactory performance of the selected contractor.

## 8. PROPOSAL FORMAT

The proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of the offer. Proposals that appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity of this RFP may be rejected. The proposal should contain the sections in the order indicated below. This standardization will facilitate evaluation of the comparative merits of all proposals submitted.

### 8.1 COVER LETTER

Provide a letter of introduction, approximately one (1) page in length, including the name, address and telephone number of the person(s) to contact who will be authorized to represent the proposer. This letter shall be signed by an officer of the proposer authorized to bind the proposer to all commitments made in the proposal.

### 8.2 PROJECT SUMMARY SECTION

The Project Summary section should describe your understanding of the City, the work to be done, and the objective to be accomplished referring to specific sections of the scope of services.

### 8.3 METHODOLOGY SECTION

Provide a detailed description of the approach and methodology to be used to accomplish the scope of services of this RFP to achieve City satisfaction, along with a proposed timeline to complete the project, if applicable.

### 8.4 FEE SCHEDULE

The fee schedule should include hourly rates, miscellaneous fees and other anticipated expenses, and the total cost of the services. The Fee Schedule (in Excel format) is available for download as part of this RFP. Proposers shall complete the Fee Schedule by entering data electronically, printing and signing, and including a copy in the submitted proposal. In addition, proposers shall upload the completed Excel spreadsheet as a separate attachment with the proposal. Instructions are included with Attachment D.

### 8.5 EXCLUDED OR SUBCONTRACTED SERVICES

Provide details of any necessary services relating to the proposal/service process which will not be included in your proposal, including those which the proposer expects to be performed by City staff and/or by other contractors or subcontractors. If you intend to subcontract any portion of the work, identify the subcontractor(s) and provide details regarding their qualifications.

### 8.6 LIST OF SIMILAR SERVICES COMPLETED

Provide a complete listing of all similar services that have been provided within the past three (3) years. Include name of agency or company, project manager/contact, dates services were provided and summary of services provided.

### 8.7 REFERENCES

The proposer shall submit with his/her/its proposal a list of at least **three (3)** clients using the same or similar services being proposed, with names, addresses, email addresses and telephone numbers. A survey of references will be made to determine, among other things, the proposer's success in meeting the needs of the contracting agency in a timely manner.

### 8.8 FINANCIAL STATEMENTS

The proposer shall submit with his/her/its proposal financial documents for the most current year in which a tax return has been submitted with interim financial documents as of the last month end. The financial documents are to include Income Statement, Balance Sheet and Statement of Cash Flows.

## 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 Finance Director via email at kogawa@westcovina.org. A hard copy of the request must also be mailed to the Finance Director at 1444 W. Garvey Avenue South, Room 308, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting proposals.

Withdrawals will not be permitted after the deadline for submitting proposals.

### 10.4 ADDENDUM TO THE RFP

Any modifications or changes to this RFP will be made by written addendum. Addenda will be posted on the City's PlanetBids page. No verbal modification will be binding on the City.

### 10.5 PROTEST PROCEDURES

All protests regarding the RFP process must be submitted in writing to the Finance Director and 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.gov 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 | 25 |
| Relevant Experience and Qualifications of Proposed Project Team | 25 |
| 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 J to this RFP. The sample agreement may be modified by the City prior to award of a contract.

Submission of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the proposer includes with its proposal, in writing, any conditions or exceptions requested by the proposer to the sample agreement. The terms of the sample agreement, including insurance and indemnification requirements, are standard City requirements and will be modified only if extraordinary circumstances exist.

## 10.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their proposal whether they

agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

10.17 EXAMINATION OF LOCATIONS AND SPECIFICATIONS

Proposers are expected to carefully examine the locations of the proposed services and the specifications set forth in this RFP and all attachments hereto. By submitting a proposal, the proposer declares he/she/it has carefully reviewed the locations of the proposed services and all specifications and requirements set forth in this RFP, and that proposer will furnish all labor, materials, machinery, tools and equipment required to perform the services in accordance with the requirements of this RFP.

10.18 DEBARMENT AND SUSPENSION

Proposers may not be debarred or suspended or otherwise listed on the Excluded Parties List System (EPLS) in the General Services Administration System for Award Management (SAM). Proposers must include verification that the company as well as the company's principals are not listed (are not debarred, suspended or otherwise ineligible) through the General Services Administration System for Award Management (sam.gov). Proposers must also enclose a printout of the search results that includes the record date.

## 11. INSURANCE

Insurance requirements are set forth in the sample agreement (Attachment J).

## 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: _____

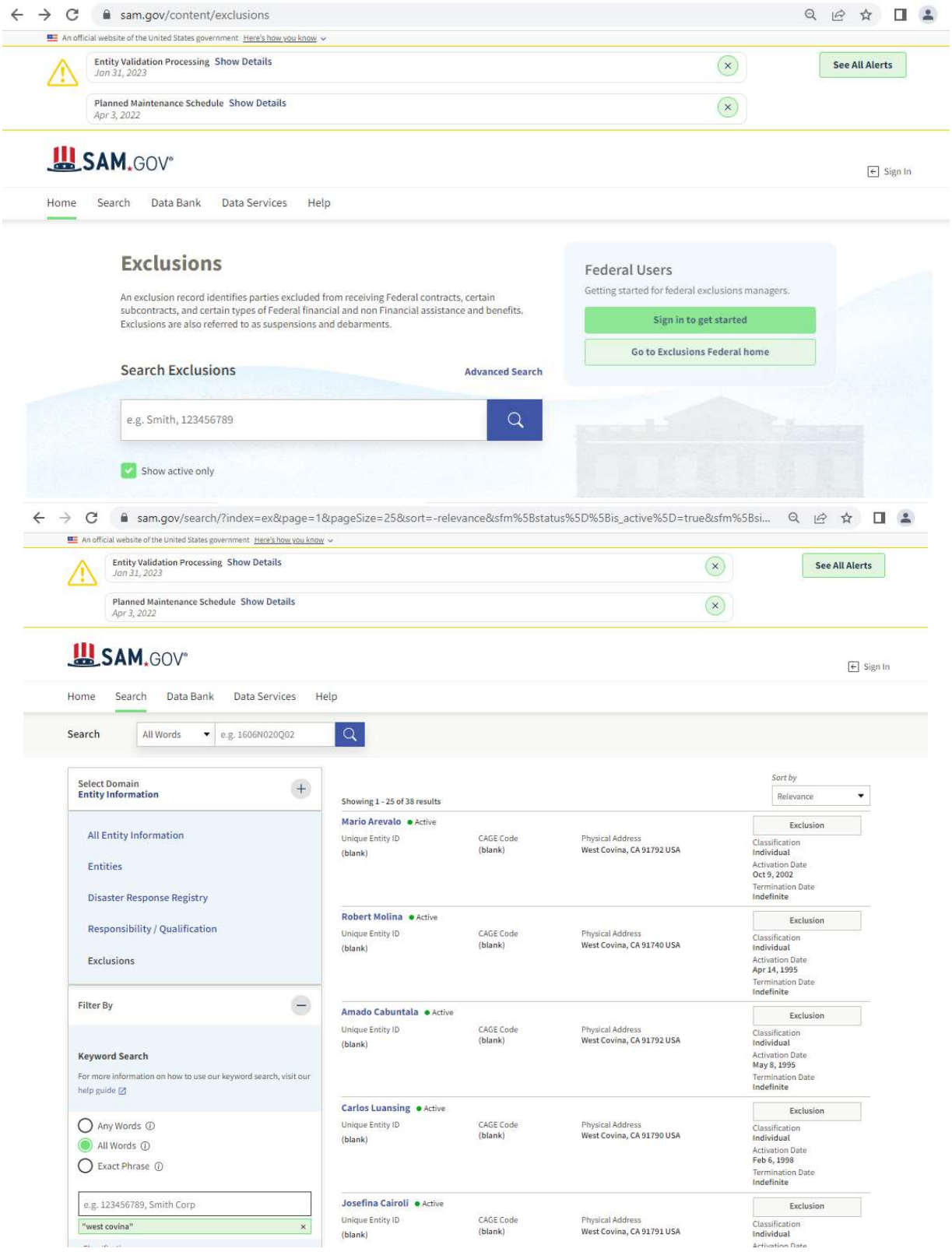
Date: _____

## 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 Instructions

1. The Fee Schedule and Supplemental – Hourly Rate and Specialty Vehicles/Equipment Schedules are a requirement of the RFP.
2. The Fee Schedule with Supplemental – Hourly Rate and Specialty Vehicles/Equipment Schedule (in Excel format) is available for download.
3. Complete the Fee Schedule and Supplemental – Hourly Rate and Specialty Vehicles/Equipment Schedule by entering data electronically. Items in green require Contractor data input.
4. Print, sign, and include a copy in proposal.
5. In addition, upload the completed Excel spreadsheet as a separate attachment with your proposal.
    a. Save as: Company Name
    b. Protect your workbook
6. See Samples on next pages

**City of West Covina**

JANITORIAL SERVICES FOR CITY FACILITIES

RFP No. 2026-???

**Name of Proposer Company** ABC Janitorial

*Green shaded cells require Contractor data input*

All measurements are approximate

| ITEM NO. | LOCATION/DESCRIPTION | TOTAL PRICE PER MONTH | TOTAL PRICE PER YEAR |
|---|---|---|---|
| 1 | **CITY HALL**<br>**(≈14,950 sq. ft.)**<br>Tile/Other to Carpet ratio: 60/40 with Breezeway 12,000 square foot tile. | $ 11,250 | $ 135,000 |
| 2 | **CITY YARD MANTENANCE OFFICE**<br>**(≈10,350 sq. ft.)**<br>Tile/Other to Carpet ratio: 35/65 | $ 9,000 | $ 108,000 |
| 3 | **POLICE DEPARTMENT AND POLICE FACILITIES**<br>**(≈21,210 sq. ft.)**<br>Tile/Other to Carpet ratio: 70/30 | $ 2,000 | $ 24,000 |
| 4 | **CAMERON COMMUNITY CENTER**<br>**(≈25,520 sq. ft.)**<br>Tile/Other to Carpet ratio: 75% wood floor, 10% tile 15% concrete | | $ - |
| 5 | **SHADOW OAK RECREATION CENTER**<br>**(≈9,630 sq. ft.)**<br>Tile/Other to Carpet ratio: 80/20 | | $ - |
| 6 | **PALMVIEW RECREATION CENTER**<br>**(≈5,560 sq. ft.)**<br>Tile/Other to Carpet ratio: 80/20 | | $ - |
| 7 | **SENIOR CITIZENS CENTER**<br>**(≈24,890 sq. ft.)**<br>Tile/Other to Carpet ratio: 90/10 | | $ - |
| 8 | **WEST COVINA SPORTSPLEX**<br>**(≈17,172 sq. ft.)**<br>Tile/Other to Carpet ratio: 80/20 | | $ - |
| | **BUILDINGS TOTALS (≈129,282 sq. ft.)** | **$ 22,250** | **$ 267,000** |

All measurements are approximate

Signature: _____

Name and Title of Authorized Signatory: John Q. Public, President

Signature Date: 1/1/1001

**Sample File**

A separate Supplemental – Hourly Rate and Specialty Vehicles/Equipment Schedule of detailed hourly personnel and equipment rate sheet and costs for other services offered must be included with the proposal. (See Next Page)

# City of West Covina

JANITORIAL SERVICES FOR CITY FACILITIES

Supplemental - Hourly Rate and Specialty Vehicles/Equipment Schedule

RFP No.

**Name of Proposer Company**

*Green shaded cells require Contractor data input*

**Schedule of Hourly Rates**

| TITLE | REGULAR | OVERTIME | AFTER-HOURS | HOLIDAY/ PREMIUM |
|---|---|---|---|---|
| Supervisor | | | | |
| Janitor/Cleaner | | | | |
| Specialty Cleaners | | | | |
| Other (Please Specify) | | | | |

**Schedule of Specialty Vehicles/Equipment**

| VEHICLE/EQUIPMENT TYPE | DAY RATE | EMERGENCY/ AFTER-HOURS RATE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

Signature: _____

Name and Title of Authorized Signatory:

Date:

# ATTACHMENT E

# SCOPE OF SERVICES

**SCOPE OF SERVICE:**

Before award of the contract can be approved, the City shall be satisfied that the contractor involved meets the following requirements:

A. Contractor has completed one or more accounts of the same size, scope or value of the type of work specified in this contract. In these accounts, the contractor must have provided full service janitorial service of the type of work specified in this contract. References shall be provided to the City.

B. Contractor has organizational capacity, technical competence and equipment necessary to satisfactorily provide services required in this contract.

C. Contractor maintains an office within a 50-mile radius of job site and to provide the office with phone service during normal working hours. If a telephone answering service is utilized, the answering service shall be capable of contacting the Contractor by cellular phone, radio or pager.

   Should the Contractor maintain an office beyond a 50-mile radius of the job site, the following criteria are required:

   i. The Contractor shall provide the City with the name, address and telephone number of an employee residing within a 50-mile radius of the job site. This employee shall be required to maintain 24-hour phone service with the City. If a telephone answering service is utilized, the employee of the Contractor shall be required to respond to the City by radio or pager on a 24-hour basis, and report to the project site within one (1) hour after such notification.

   ii. This employee shall have supervisory capacity.

   iii. Should this employee of the Contractor move out of the 50-mile radius of the job site, a new employee may be substituted, upon prior approval of the City.

D. **A Call Out** - Regardless of location of Contractor's office, the Contractor is required to provide the City with a 24-hour phone number for emergency call out and contact outside normal working hours. Contractor's response to the project site following an emergency call-out shall not be more than one hour after notification. **Failure to comply with this on-call / emergency call out requirement or failure to report to the project site within one-hour after notification may result in liquidated damages in the sum of $500.00 for each occurrence.** Should the Contractor fail to respond as specified by the contract, the Contractor shall be liable for any loss and/or costs sustained by the City to correct said emergency in addition to any other damages or remedies.

E. **Personnel Qualifications** – All Contractors' employees shall be required to comply with the work rules established for City buildings. All personnel working in or near the project location shall be of good character, neat in appearance, and in appropriate uniforms (including company name and name badges for each worker). Appearance and uniforms are subject to the approval of the Contract Officer. Any Contractor's employee whose employment or performance is objectionable to the City shall be immediately removed from the premises. A request by the City to remove an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor in regard to employee discipline shall be at the sole discretion of the Contractor. The City shall be held harmless in any disputes the Contractor may have with the Contractor's employees. This shall include, but not limited to, charges of discrimination, harassment, and discharge without just cause. **The City of West Covina Police Department will conduct security background checks of the Contractor's employees.**

F. **Security** – Contractor shall be responsible for use of all City keys issued to him then, under no circumstances, shall Contractor's employees admit anyone to areas controlled by a key in their possession. All doors and windows shall be closed and locked upon completion of cleaning operations in the area. All areas shall be double-checked at the end of shift to verify the areas are secured. On occasion, certain areas, which are normally open for cleaning, may be secured. In such a situation cleaning shall take place only upon request.

   Contractor shall not duplicate any keys for premises under any circumstances. Any lost keys or need for additional keys shall be promptly reported to or requested from Public Works/Maintenance Division. To avoid the possibility of tracing lost keys to the premises, the Contractor shall not put identification on any keys.

   **Employees of Contractor shall not disturb papers or personal effects on desks, open drawers or cabinets, use telephone, radio or television sets, computers or tamper with other personal or City property. Due to the confidential nature of certain buildings or areas, designated times will be established for cleaning.**

G. **Increase/Decrease in Scope of Work** - It is understood that this specification's description of work is the City's present service requirements only, and the scope of work may increase or decrease during the term of the contract. 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 the 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. Increases in compensation of twenty-five percent (25%) of the Contract Sum, or $25,000 whichever is greater, as approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. 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.

H. Public Safety **– All operations will be conducted so as to provide maximum safety for the public.**

I. **Transportation to Facilities -** It shall be the responsibility of the Contractor to provide consistent, reliable transportation for equipment and staff to service identified facilities. All costs related to the maintenance and operation of said transportation vehicle(s) shall be the sole responsibility of the Contractor.

J. **Interpretation of Specifications** – The City of West Covina Maintenance Division shall be the interpreting authority of technical specifications for Janitorial Services.

K. **Responsibility, Coordination, Meetings** – Work shall be performed by competent workers supervised by a supervisor who is competent in speaking English and has experience and technical training in custodial maintenance work. The Contractor shall meet with the City Representative once weekly or daily if required. The contractor shall attend additional meetings if deemed necessary by the City. **The Contractor's on-site supervisor and the City's representative shall conduct daily inspections of the premises to ensure compliance with the work required by this contract.** Extra or project work authorized by the City shall also be inspected on a regular basis and performed to the standards of the City.

L. **Inspection of Facilities -** The City reserves the right to make all final determinations as to whether the work has been satisfactorily completed. In the event that results of the Janitorial Service are considered unsatisfactory by the City Representative, the Contractor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

## 1. CITY HALL

**SPECIFIC OFFICES TO BE EXCLUDED FROM THIS SERVICE**

City Manager's Office (3,312 square feet)
Human Resources Office/Risk Management suite (1,764 square feet)
Information Technology office (1,368 square feet)

Total of 6,444 square feet. These offices will be serviced by City Staff ONLY

DAILY SERVICE – Custodial Porter on site at City Hall for 4 hours from 8:00am – 12:00pm to work when City Hall is open for business. Provide Porter services as needed on a daily basis. Scope of work to vary. Furnish all labor, equipment, materials and supervision to perform the Porter service.

**NIGHT: Monday through Thursday (work hours shall be after 6:30 p.m.)**

NIGHTLY SERVICES - The following tasks shall be performed four (4) days per week, Monday through Thursday (except holidays). Furnish all labor, equipment, materials and supervision to perform the janitorial services as described herein.

1. Empty office trash containers.
2. Replace trash liners as needed.
3. Vacuum thoroughly all carpeted areas. Spot clean spill marks as needed.
4. Thoroughly clean and disinfect all toilets, urinals, sinks, counters, mirrors, paper holders, stainless steel and door handles.
5. Wet mop restrooms with disinfectant.
6. Check and restock soap and paper supplies as needed in all restrooms.
7. Sweep second and third floor hallways with chemical treated dust mop.
8. Sweep first floor exterior tile with chemical treated dust mop.
9. Clean first floor employee break room and kitchen including: tables and chairs, emptying trash and replacing liners, Wet mop floor, clean counters and sink.
10. Dust all furniture including: desks, chairs, counters, filing cabinets and shelves.
11. Spot clean walls, light switches, doors and doorknobs as necessary.
12. Remove all cobwebs (interior and exterior).
13. Make sure all doors, restrooms and elevators are securely locked. Check weekly calendar to insure that doors, restrooms and elevators in use for night meetings are accessible until meetings are completed.

14. Clean and polish all water fountains on each floor.
15. Sweep and dust east and west stairways, including handrails.
16. Spot clean walls in stairwells.
17. Walk the third-floor balcony and remove trash as needed.
18. Service elevators, including polishing all stainless-steel doors, clean door tracks, clean walls, doorframes and electric eyes. Vacuum carpet and clean exterior doors on each floor.
19. Clean and disinfect kitchenettes including counter tops, sinks and floors.
20. Spot clean glass entry doors on all floors.
21. Thoroughly clean and disinfect first floor and Council Chamber restroom including toilets, urinals, sinks, mirrors, paper holders, stainless steel, door handles, partitions and doors. Replenish all soap and paper supplies as needed.
22. Dust mop first floor with chemically treated dust mops.

<u>WEEKLY SERVICES</u> - The following tasks shall be performed at City Hall.

1. Breezeway (First Floor)
    a. Empty outdoor trash cans and replace liners as needed.
    b. Mop breezeway floor
2. City Council Chambers, (First Floor)
    a. Empty trash containers in Council Chambers and replace liners as needed.
    b. Transport all glassware and pitchers to the kitchen area and clean. Clean and tidy kitchen area.
    c. Vacuum thoroughly all carpeted areas of Council Chambers and Community Meeting Room. Spot clean carpets as needed.
    d. Follow calendar closely each day for special cleaning needs.
    e. Dust all wood surfaces in Council Chambers.
    f. Clean Council Members chairs.
3. City Hall building and offices.
    a. Cleaning crew at City Hall shall start at 6:30pm during the week when City Hall is open for business.
    b. Dust all window sills (do not include exterior windows facing north and south on second floor).
    c. Clean telephones.
    d. Damp mop all tile areas (includes basement print shop).
    e. Clean all glass walls in cubicles.

f. Clean and stock custodial room in City Hall and Police Department.
g. Dust all vents and tops of partitions in restrooms.
h. Clean glass doors and all glass surfaces to 7' height

MONTHLY SERVICES - The following tasks shall be performed at City Hall.

1. Dust all ceiling and wall vents and return air grills.
2. Polish office tile areas once per month.
3. Clean glass on first floor display case and basement display case.
4. Clean inside and out of all entry glass doors.
5. Hand sweep carpet edges in Community Room and City Council Chambers
6. Machine clean and seal restrooms.
7. Clean elevator carpets with hot water extraction system and apply soil retardant.
8. Polish or seal hallway tile surfaces on second and third floors.

QUARTERLY SERVICES – The following tasks shall be performed at City Hall.

1. Dust all office area mini-blinds.
2. Clean all glass surfaces over 7'.

SEMI-ANNUAL SERVICES – The following tasks shall be done at City Hall.

1. Strip and re-wax first floor tile areas every six months. May be done on an area- by-area basis provided areas are treated at least once every six months. City will provide a schedule to be followed.
2. Strip and re-wax basement print shop floor.
3. Clean City Hall exterior windows and window sills.

## 2. CITY YARD MAINTENANCE OFFICE

**NIGHT: Monday through Thursday (work hours shall be after 6:00 p.m.)**

NIGHTLY SERVICES - The following tasks shall be performed four (4) days per week, Monday through Thursday (except holidays). Furnish all labor, equipment, materials and supervision to perform the janitorial services as described herein.

1. Empty waste containers, wipe clean and reline, if necessary, and remove trash to designated area.
2. Sweep all vinyl floors using the dustless method.
3. Vacuum and spot clean all carpeting.
4. Clean, disinfect and polish drinking fountain.

5. Sweep all tile floors with a chemically treated dust mop.
6. Wash entrance doors (both sides) and polish metal.
7. Spot clean doors, door frames, and around light switches, removing all smudges.
8. Dust all furniture, file cabinets, window partition sills, ledges, etc.
9. Wash and polish all counter tops.
10. Spot clean interior windows and sills.
11. Clean kitchen and kitchenette daily.

WEEKLY SERVICE – One (1) time per week.

1. Sweep, remove black marks and buff vinyl floors.
2. Clean and disinfect ear and mouthpieces of all telephones.
3. Wax executive furniture with furniture polish. (Shall be cleared of miscellaneous articles).
4. Clean air vents weekly.

MONTHLY SERVICE – One (1) time per month.

1. Perform high dusting, i.e. door sashes and tops of partition.
2. Clean baseboards and kick plates of dust and all marks.
3. Brush down wall and/or ceiling vents.
4. Wash all windows (interior and exterior).

SEMI-MONTHLY SERVICE – Two (2) times per month.

1. Polish all wooden interior doors.
2. Wax vinyl floors with approved applicant.

QUARTERLY SERVICE – Every three (3) months.

1. Machine strip floors.
2. Refinish and buff vinyl floors.

RESTROOM DAILY SERVICE – (Except holidays) – Four (4) days a week, Monday thru Thursday.

1. Clean and wash with disinfectant bowls, urinals, and sinks and replace deodorant as required.
2. Clean and wash with disinfectant both sides of toilet seats.
3. Clean and polish all mirrors and chrome fixtures.
4. Clean and wash with disinfectant Pullman tops, partitions (undersides and tops) and doors.
5. Refill tissue, hand towel, seat cover and soap dispensers.
6. Spot clean walls (including partitions).

7. Empty and wash with disinfectant sanitary napkin containers and replace inserts.
8. Empty waste containers and wipe outside clean.
9. Sweep and mop floors with a germicidal disinfectant.

BI-WEEKLY SERVICE – Two (2) times per month.

1. Pour hot water down floor drain to prevent sewer gases from escaping.
2. Pour hot water down sinks.

MONTHLY SERVICE – One (1) time per month.

1. Brush and wash vents.
2. Wash area around vents.

QUARTERLY SERVICE – Every three (3) months.

1. Machine strip floors with germicidal disinfectant.
2. Refinish and buff all floors.

## 3. POLICE DEPARTMENT AND POLICE FACILITIES

Furnish all labor, equipment, materials and supervision to perform the janitorial services as described herein.

**DAY: Work hours 8 a.m. to 5 p.m. Monday through Friday and 10 a.m. to 4 p.m. on Saturday, Sunday and holidays**

DAILY SERVICES - The following tasks shall be performed by full time day personnel, five days per week, Monday through Friday (except holidays).

1. Empty trash and replace liners as needed.
2. Pick up and clean showers as needed.
3. Dust mop main floor lobby and lunch room with chemically treated dust mops.
4. Dust mop the basement offices, locker rooms, copy rooms and hallways with chemically treated dust mops once per day.
5. Wet mop north and south stairwells once per day.
6. Dust mop basement and main floor exterior entrances with chemically treated dust mops.
7. Spot mop all spills and footprints from basement offices.
8. Dust and clean north and south stairwell handrails and facings, and wall spots on walls in stairwell once per day.
9. Thoroughly clean and disinfect basement restrooms, including

cleaning and disinfecting of all toilets, urinals, sinks mirrors, paper holder, stainless steel partitions and door handles.
10. Inspect and clean all vents, partitions and doors inside and out.
11. Replenish all soap and paper supplies as needed.
12. Perform a secondary cleaning and stocking routine of the basement and main floor restrooms.
13. Spot clean all doorway glass.
14. Spot clean main floor glass and displays.
15. Clean front desk counter, cabinets, and public telephone.
16. Spot clean all doors; walls and rails for smudge marks and prints.
17. Spot clean spill marks on carpets.
18. Thoroughly clean lunchrooms including outside patio tables, chairs and concrete.
19. Provide custodial services as requested by management personnel.
20. Clean crime lab and designated basement offices.
21. Clean booking area.
22. Check and clean interrogation area.
23. Empty rear and booking area trash containers and replace trash liners as needed.
24. Clean firing range.
25. Clean all cabinet surfaces.

WEEKLY SERVICES - to be performed once weekly by full time day personnel.

1. Clean police monuments in front of police station
2. Wet mop and machine polish basement hallways, weight room and offices with tile floors.
3. Dust all window ledges.
4. Clean glass doors and all glass surfaces to 7’ height.
5. Clean glass walls in cubicles.

MONTHLY SERVICES – to be performed by day personnel

1. Wash interior glass in main floor counter area.
2. Clean ceiling areas at vents and at exterior lights.
3. Wash all exterior/interior windows over 7’ in height.

**NIGHT: Work hours 6:00 p.m. to 11:00 p.m.**

NIGHTLY SERVICES - The following tasks shall be performed seven (7) days per week.

1. Vacuum thoroughly all carpeted areas.
2. Clean carpet with hot water extraction method with power

head, upon request for additional charge.
3. Spot clean carpets for spills, stains and marks.
4. Sweep tile thoroughly each with chemically treated dust mops.
5. Spot mop spill marks.
6. Wet mop lunch room, restrooms, locker rooms and shower rooms with disinfectant. Empty trash and replace liners, dust tops of lockers and clean mirrors.
7. Thoroughly clean and disinfect all toilets, urinals, sinks, mirrors, paper holders, stainless steel, and door handles in restrooms.
8. Replenish soap and paper supplies in restrooms.
9. Report any plumbing irregularities.
10. Clean glass entry door.
11. Empty all trash containers.
12. Replace trash liners as needed.
13. Dust all desks, counters, tables, furniture, and lobby display areas including plaques.
14. Clean fingerprint area including counters, walls, doors, etc.
15. Properly align furniture after vacuuming.
16. Clean glass partitions for prints and smudges in Detective Bureau.
17. Empty pencil sharpeners.
18. Spot-clean wall as needed.
19. Remove cobwebs and debris (interior and exterior).
20. Empty trashcans in parking areas.

WEEKLY SERVICES – to be performed by night personnel

1. Hand-sweep carpet edges.
2. Wet mop lunchroom and offices, which have, tile floors.
3. Thoroughly clean, scrub, and detail shower area including walls, floors, ceiling, drains, fixtures, doors and coving.
4. Inspect and clean vents, partitions and doors.
5. Flush drains and fill floor drains.
6. Dust windowsills.
7. Clean and polish office desks, counters and tables.
8. Dust picture frames and high surfaces.
9. Sweep shooting range.

MONTHLY SERVICES – to be performed by night personnel

1. Machine scrub and polish all tile floors.
2. Floors are to be stripped and maintain a high gloss professional look.
3. Clean all air vents.
4. Acid wash showers and thoroughly scrub

QUARTERLY SERVICES

1. Dust mini-blinds once every three months.
2. Clean all glass surfaces over 7'

## POLICE JAIL AREA

**To be performed between 12:00 noon to 2:00 p.m. Monday through Friday. Between 2:00 p.m. to 4:00 p.m. on Saturday. On Sundays between 3:00 p.m. to 5:00 p.m. From Monday through Friday the contract employee assigned to City Hall may assist with these duties.**

DAILY SERVICES

1. Check with jailer for disposition of jail due to overnight use during the morning (between 8:30 a.m. to 9 a.m.).
2. Throughout the day respond to "special needs" of jailer for clean-up of feces, urine, vomit, etc.
3. Dust mop all floors, including cells, hallways, kitchen, booking area, all holding areas, and printing area with fresh chemically – treated dust mops.
4. Clean and wash all counters, wood and door windows with disinfectant cleaner.
5. Clean all chairs and bottoms of doors.
6. Empty all trash containers and replace all trash liners as needed.
7. Dust all horizontal surfaces and vents.
8. Thoroughly clean and disinfect all cells including spot cleaning mattresses and thoroughly maintain mattress area, sinks and toilets.
9. Clean windows of cells.
10. Wet mop all floors with disinfectant cleaner.
11. Clean light fixtures in hallways and cells as needed.
12. Clean storage area including sweeping, setting up of the shelves, placing blankets and other supplies in designated places, and removing all trash.
13. Clean kitchen area (including floors).
14. Replenish all paper supplies.
15. Clean all emergency boxes "enter and exit" boxes, and intercom boxes, or sooner if needed.
16. Clean the two microwave ovens, stove, refrigerator, light fixtures, vents, sinks, cabinets and clock.
17. Tend to emergency cleaning as needed.

WEEKLY SERVICES

1. Machine polish hallway floors once per week.

MONTHLY SERVICES

1. Clean inside of oven with oven cleaner.
2. Pumice-stone areas.

**SERVICE GROUP**

**Cleaning of these areas must be coordinated with Police Captain.**

DAILY SERVICES

1. Vacuum thoroughly all carpeted areas.
2. Clean and polish desks.
3. Check for cobwebs and remove as needed.
4. Empty trash cans.
5. Spot clean entry glass door.

MISCELLANEOUS - as requested.

**COMMUNICATIONS DEPARTMENT**

**Day-work to be performed between the hours of 6:30 a.m. to 8:00 a.m. Monday through Friday and between 8:00 am to 10 am on Saturday and Sunday.**

DAILY SERVICES

1. Empty all trash containers and replace all trash-liners. Wash and spot clean all trash containers daily, or sooner if needed.
2. Sweep all floors thoroughly.
3. Visually check all corners and edges for cobwebs, debris, and buildup.
4. 
5. Visually check all corners and edges for cobwebs, debris, and buildup.
6. Wet mop all floors.
7. Thoroughly clean restrooms, including cleaning and disinfecting of all toilets, urinals, sinks, mirrors, paper holders, stainless steel, and door handles.
8. Inspect and clean vents, partitions, and doors inside and out daily.

9. Replenish all soap and paper supplies.
10. Dust all low horizontal surfaces including desks, filing cabinets, and counters.
11. Spot clean all walls, filing cabinet doors and vents.
12. Vacuum all carpets thoroughly.
13. Spot clean carpets for spills as needed.

WEEKLY SERVICES

1. Hand-sweep carpet edges.
2. Clean telephones.
3. Clean all windowsill ledges.
4. Clean glass doors and all glass surfaces to 7' height.

MONTHLY SERVICE

1. Wash all exterior/interior windows over 7' in height.

QUARTERLY SERVICE

1. Seal restroom floors every three months.
2. Clean all blinds once every three months.

TWICE-YEARLY SERVICE

1. Machine scrub floors every six months.

## 4. CAMERON COMMUNITY CENTER

**Working hours shall be between the hours of 10:00p.m. and 7:00a.m. Monday-Friday (except holidays)**

DAILY SERVICES

1. Clean Floors - Wood and Tile Floors

    a. The Contractor shall sweep the floor with a treated dust mop to remove all dirt, trash dust, particles and other debris.
    b. The Contractor shall wet mop the floor.
    c. When wet mopping, ensure that the floors, walls, baseboards, corners, thresholds, and adjacent surfaces are free of dirt, dust, streaks, spills, stains, gum, tar and

other foreign substances, including those resulting from the cleaning equipment and the splashing of cleaning solution.

d. The Contractor shall operate the City provided floor machine
e. The Contractor shall ensure that all cleaning solutions have been mixed according to the manufacturer's directions and are appropriate for the floor surface.
f. The Contractor shall take the necessary precautions, including the display of "wet floor" signs to ensure that facility users are advised of wet/slippery floors (if cleaning occurs during course of business hours).

2. Clean Carpets and Floor Mats

a. The Contractors shall use a carpet vacuum to remove surface soil and embed frit from all areas accessible to the carpet vacuum.
b. Chairs, tables and trash receptacles shall be moved to vacuum underneath and then replaced to their original positions.
c. The beater bars or brush of the vacuum shall be adjusted to correspond to the pile height of the carpet.
d. A tank vacuum with a crevice tool and brush attachment shall be used to clean all areas that are inaccessible to the carpet vacuum.
e. The Contractor shall also spot clean the carpet to remove all spots, stains, gum, tar and other foreign substances.
f. When spot cleaning carpet, the Contractor shall use a spray foam product and soft bristle brush to agitate the area; any dampness shall be removed by blotting area with a clean soft cloth.
g. The City's Representative(s) shall be notified if spot-cleaning effort is not effective.

3. Clean Furnishings

a. The contractor shall spot clean all furnishings (i.e., furniture) such as desks, chairs, cabinets, display cases, counters, tables and other furnishings.
b. Furnishings shall be free of dust particles, lint, litter, stains, smudges, fingerprints, gum, tar, grease, marks, streaks and foreign substances.
c. Item on top of the furnishings shall not be disturbed during the cleaning procedure.

HARD SURFACE

a. The Contractor shall use a sponge, clean cloth and spray bottle of neutral detergent or glass cleaner to clean washable surfaces.
b. Glass cleaners shall be used on all glass surfaces. After cleaning, these surfaces shall have a clean uniform appearance, free from streaks, spots and other evidence of removable soil.

CLOTH

a. The Contractor shall use a lightly treated dust cloth, tank vacuum with dusting attachment, or a combination thereof to clean surfaces.
b. When spot cleaning cloth furnishings, the Contractor shall use a spray foam product and a sponge to agitate the area; any dampness shall be removed by blotting the area with a clean soft cloth.
c. The Contractor shall notify the City's Representative(s) if spot-cleaning effort is not effective.

4. Empty and Clean Trash Receptacles

a. The Contractor shall empty all trash receptacles on breezeway (6) and in the facility.
b. Liners shall be replaced when soiled or torn; existing liners, which are clean, shall be reused.
c. The interior and exterior of trash receptacles will be free of trash, liquids, gum, grease and other foreign substances.
d. Those trash receptacles, which are found to contain liquids or other substances, which could be the cause of odors, shall be washed out and dried before new liners are installed.
e. The removed trash shall be placed into the dumpster located in the exterior trash enclosure.
f. No trash shall be left on the ground around the enclosure.
g. The trash enclosure shall remain closed at all times.

5. Clean Kitchen

a. All marks, stains, graffiti, dirt, dust, food particles and other foreign substances shall be removed.
b. Clean & Disinfect all sinks, appliances and drains.

6. Clean Drinking Fountains

    a. The Contractor shall use an approved germicidal cleaner, applied from a spray bottle, a clean sponge, small brush or mildly abrasive pad to remove all hard water deposits, obvious soil, steaks, smudges and foreign substances from and polish the drinking fountain and entire cabinet.

7. Clean Restrooms

    Clean & Disinfect Sinks, Toilet, Urinals, Exposed Plumbing

    a. The Contractor shall use a germicidal cleaner, a clean sponge, abrasive pad, toilet bow mop, clean cloth and cleanser to completely clean and disinfect all exposed surfaces of sinks, toilets and urinals.
    b. The cleaning shall include the drying and polishing of all exposed hardware.
    c. The interior of toilets, toilet seats and urinals shall be scoured using a bowl mop.
    d. After the interior has been scoured, the fixture shall be flushed and the water level followed down with a circular motion of the bowl mop to remove stains and chemical rings.
    e. After cleaning, the fixtures shall present a clean, bright, shiny appearance.
    f. Fixtures shall be free of all visible soils, scales, blood, feces, rust stains, scum, streaks, oily smudges, mineral deposits and other foreign substances.
    g. All metal hardware such as flush valves, faucets valves and faucets shall be wiped dry and be free of streaks, spots, stains, etc.
    h. Inoperable or broken fixtures shall be immediately reported to the City's Representative(s).
    i. Clear Sink, Urinal & Toilet Stoppage
    j. The Contractor shall attempt to clear all toilets and sink stoppages by use of a plunger or other device.
    k. If the attempt to clear the stoppages(s) has failed the Contractor shall post an "out of order" sign on the sink, urinal. Or toilet stall door and shall immediately report the stoppage(s) to the City's Representative(s).
    l. Where main sewer stoppages occur, the Contractor shall secure/lock the restroom and post an "Out of Order" sign on the restroom door and shall immediately report the stoppage(s) to the City's Representative(s).

Clean Walls, Partitions, Door Frames & Door Handles

a. The Contractor shall spot clean walls, partitions (including the interiors of toilet stalls and doors), door frames and door handles and remove all dirt, cobwebs, graffiti, marks, blood, feces, smears, and other foreign substances.
b. The Contractor shall ensure that water/cleaning fluids are not spilled onto floors or adjacent areas.

Clean & Disinfect Restroom Floors

a. The Contractor shall begin cleaning/disinfecting operation by sweeping floor with dust mop or broom to remove all dirt, dust, trash, particles and other debris.
b. The Contractor shall also remove all feces, blood and vomit.
c. The Contractor shall then thoroughly wet the entire floor utilizing a wet mop, mop bucket and wringer and a germicidal cleaner solution.
d. The solution must be allowed to remain on the floor for three to four minutes and shall then be agitated using a scrub brush or an abrasive pad.
e. The cleaning solution shall be removed using a well-wrung mop.
f. After being mopped, the floor shall have a uniform appearance with no streaks, film swirl marks, detergent residue, mop strings, and grout should be free of mold or other evidence of soil.
g. The Contractor shall ensure that there are no splash marks or mop steaks left in fixtures, walls, baseboards, trash receptacles, etc.

Clean Mirrors

a. The Contractor shall remove all soil, streaks, smudges, film and foreign substance, from the mirror surface and frame, using glass cleaning solution and a cloth.
b. Mirror surface shall be polished with a clean, dry cloth so that it presents a uniform, clean appearance.

Fill & Clean Paper Dispensers

a. The Contractor shall refill all paper towel. Toilet tissue and other paper dispensers to the proper fill level.
b. The Contractor shall also wipe clean the dispensers and adjacent surfaces with a germicidal cleaner to remove handprints and smudges.

Fill & Clean Soap Dispensers

a. The Contractor shall refill all soap dispensers to their proper fill level, in accordance with manufacturer's instructions.
b. The Contractor shall also wipe clean the dispensers and adjacent surfaces, removing any spills created during the refilling process.
c. The Contractor shall check all dispensers for proper operation and shall report inoperative devices to the City's Representative(s).

8. Clean Exterior Remove Litter
    a. The Contractor shall collect and remove all litter and debris located in the shrub bed, entrances and patio.
    b. Litter/debris shall be placed into the dumpster/container located in the exterior trash enclosure.
    c. No trash should be left on the ground around the enclosure or on top of the enclosure.
    d. The trash enclosure shall remain closed at all times.

    Sweep Entryways & Walkways
    a. The Contractor shall sweep the entryways and walkways to remove all dirt, debris, and litter.
    b. The Contractor shall ensure that sweeping operations do not pose a hazard to people using the facility.

9. Clean Bleachers Remove Litter
    a. The Contractor shall sweep and pick up any trash that is left in the bleachers.
    b. The Contractor will spot mop as needed to remove any spills, stains, debris, or foreign substances.

<u>WEEKLY SERVICES</u>

1. Clean Glass Doors, Partitions, Panels, and Windows
    a. The contractor shall spot clean glass doors, glass partitions, glass panels and windows.
    b. The glass surfaces shall be cleaned completely and dried, and shall present a uniform appearance free of all dirt, smudges, fingerprints, graffiti, streaks and foreign substances.
    c. The contractor shall dust and spot clean all window frames below 6 feet so that they are free of dust, dirt, grime, streaks, graffiti and other foreign substances.

2. Clean Walls
    a. The Contractor shall spot clean walls, including light

switches to remove all dirt, cobwebs, mold, graffiti, grease, marks, stains, smears, and other foreign substances.

b. The Contractor shall ensure that the walls are uniformly clean, that there are no smudge spots on the wall overlaps and that water/cleaning fluids are not spilled onto floors or adjacent areas.

3. Clean Doors, Door Frames and Entrance Glass
   a. The Contractor shall spot clean doors, including door handles, and door frames to remove all dirt, cobwebs, mold, graffiti, grease marks, smears, mold, and other foreign substances.
   b. The Contractor shall ensure water/ cleaning fluids are not spilled onto floors or adjacent areas.
   c. The Contractor shall clean the interior sides of the entrance glass, entrance doors and adjacent windows.
   d. The surfaces shall be completely cleaned and dried, and shall present a uniform appearance free of all dirt, grime, smudges, streaks and foreign substances.

4. Dust Clocks, Telephones and TV's
   a. The Contractor shall dust/polish, with a treated cloth, the exterior surfaces of all clocks, telephones and TV's.
   b. These items shall be free of dust, dirt, smudges and fingerprints.

5. Dust All Furniture and Other Low Surfaces
   a. The Contractor shall dust low surfaces.
   b. These items shall be free of dust, dirt, cobwebs and other foreign substances.

6. Dust Ledges and Other High Surfaces
   a. The Contractor shall dust ledges and other high surfaces.
   b. These items shall be free of dust, dirt, cobwebs and other foreign substances.

7. Wash Walls, Partitions, Doors Frames & Door Handles
   a. The Contractor shall thoroughly and completely wash all walls, partitions (including the interiors of toilet stalls), doorframes and door handles with germicidal cleaner.
   b. The Contractor shall ensure that the walls and partitions are uniformly clean, there are no smudges, spots on the wall overlaps and that water/cleaning fluid are not spilled onto floors or adjacent areas.

c. After washing, the walls, partitions, doorframes and door handles shall present a clean bright, shiny appearance.

MONTHLY SERVICES

1. Buff Tile Floors
   a. This operation shall take place after the daily cleaning operation has been completed.
   b. Excessive wax build-up shall not be present on floor, corners or baseboards.
   c. The Contractor shall take the necessary precautions, including the display of “wet floor” signs to ensure that facility user are advised of wet/slippery floors (if cleaning occurs during course of business hours).

SEMI-ANNUAL SERVICE

1. Cleaning Ceiling Vents & Lights Fixtures
   a. The Contractor shall notify the City’s Representatives(s) of burned out light bulbs and missing or damaged ceiling tiles.

2. Restrooms
   Strip and Seal Floors
   a. No wax shall be applied
   b. The floor shall be free of dirt, dust, mold, streaks, marks, stains, cleaning application residue, watermarks, cleaning equipment marks, splashing and dissolved and finished particles and other foreign substances.
   c. Walls, baseboards and other surfaces shall be clean and free of watermarks, cleaning equipment marks and splashing.
   d. The Contractor shall ensure that baseboards, tile fixtures and other equipment are not damaged, disfigured or impaired.
   e. The Contractor shall take the necessary precautions, including the display of “wet floors” signs to ensure that facility user are advised of wet/slippery floors (if cleaning occurs during course of business hours).

ANNUAL

1. Clean Glass Doors, Partitions, Panels & Windows
   a. The Contractor shall thoroughly clean Venetian blinds with a mild detergent, so that they are free of dust, grime

and other foreign substances.

2. Clean Ceiling Vents and Light Fixtures
   a. The Contractor shall clean the gymnasium vents and light fixtures to remove all dirt, particles and cobwebs.
   b. The Contractor shall notify the City's Representatives(s) of burned out light bulbs.

## 7. SHADOW OAK RECREATION CENTER

**Working hours shall be between the hours of 10:00p.m. and 7:00a.m. Sunday-Thursday (except holidays)**

DAILY SERVICE – Five (5) days a week (Except holidays)

1. Empty trash cans outside of the building, but inside the gates and waste containers, wipe clean and reline, if necessary, and remove trash to designated area.
2. Sweep all vinyl floors using the dustless method.
3. Vacuum and spot clean all carpeting.
4. Clean, disinfect and polish drinking fountain.
5. Wash splash marks from wall around drinking fountain.
6. Wash entrance doors (both sides) and polish metal.
7. Spot clean doors, door frames, and around light switches, removing all smudges.
8. Dust all furniture, file cabinets, window partition sills, ledges, etc.
9. Wash and polish all counter tops.
10. Spot clean interior windows and sills.

WEEKLY SERVICE – Once (1) a week

1. Sweep, remove black marks and buff vinyl floors.
2. Clean and disinfect ear and mouthpieces of all telephones
3. Wax executive furniture with furniture polish.
4. Spot Clean walls

SEMI-MONTHLY SERVICE – Twice (2) a month

1. Wax vinyl floors with approved applicant.

MONTHLY SERVICE – Once (1) a month

1. Perform high dusting (i.e. door sashes and tops of partitions).
2. Clean baseboards and kick plates of dust and all marks.
3. Brush down wall and /or ceiling vents.
4. Wash windows (interior and exterior).

QUARTERLY SERVICE – once (1) every three (3) months

1. Machine strip floors.
2. Refinish and buff vinyl floors.

RESTROOM DAILY SERVICE – Five (5) days per week (except holidays)

1. Clean and wash with disinfectant bowls, urinals, and sinks and replace deodorant as required.
2. Clean and wash with disinfectant both sides of toilet seats.
3. Clean and polish all mirrors and chrome fixtures.
4. Clean and wash with disinfectant Pullman tops, partitions (undersides and tops) and doors.
5. Refill tissue, hand towel, seat cover and soap dispensers.
6. Spot clean walls (including partitions).
7. Empty and wash with disinfectant sanitary napkin containers and replace inserts.
8. Empty waste containers and wipe outside clean.
9. Sweep and mop floors with a disinfectant cleaner.

BI-WEEKLY SERVICE – Twice (2) a week

1. Pour hot water down floor drain to prevent sewer gases from escaping.
2. Pour hot water down sinks.

MONTHLY SERVICE – Once (1) a month

1. Brush and wash vents.
2. Wash area around vents.

QUARTERLY SERVICE – Once (1) every Three (3) months

1. Machine strip floors with disinfectant cleaner.
2. Refinish and buff all floors.

## 8. PALM VIEW RECREATION CENTER

**Working hours shall be between the hours of 8:00p.m. and 6:00a.m. Monday - Friday (except holidays)**

DAILY SERVICES

1. Empty waste containers, wipe clean and reline, if necessary, and remove trash to designated area.
2. Sweep all vinyl floors using the dustless method.
3. Vacuum and spot clean all carpeting.
4. Clean, disinfect and polish drinking fountain.
5. Wash splash marks from walls around drinking fountain.
6. Wash entrance doors (both sides) and polish metal.
7. Spot clean doors, door frames, and around light switches, removing all smudges.
8. Dust all furniture, file cabinets, window partition sills, ledges, etc.
9. Wash and polish all counter tops.
10. Spot clean interior windows and sills.

WEEKLY SERVICE

1. Sweep, remove black marks and buff vinyl floors.
2. Clean and disinfect ear and mouthpieces of all telephones.
3. Wax executive furniture with furniture polish. (Shall be cleared of miscellaneous articles).
4. Spot clean walls.

SEMI-MONTHLY SERVICE

1. Sweep floors.
2. Wax vinyl floors with approved applicant.

MONTHLY SERVICE

1. Perform high dusting (i.e. door sashes and tops of partition).
2. Clean baseboards and kick plates of dust and all marks.
3. Brush down wall and/or ceiling vents.
4. Wash windows (interior and exterior).

QUARTERLY SERVICE

1. Machine strip floors.
2. Refinish and buff vinyl floors.

RESTROOM DAILY SERVICE

1. Clean and wash with disinfectant bowls, urinals and sinks and replace deodorant as required.
2. Clean and wash with disinfectant both sides of toilet seats.
3. Clean and polish all mirrors and chrome fixtures.
4. Clean and wash with disinfectant Pullman tops, partitions (undersides and tops) and doors.
5. Refill tissue, hand towel, seat cover and soap dispensers.
6. Spot clan walls (including partitions).
7. Empty and wash with disinfectant sanitary napkin containers and replace inserts.
8. Empty waste containers and wipe outside clean.
9. Sweep and mop floors with disinfectant cleaner.

BI-WEEKLY SERVICE

1. Pour hot water down floor drain to prevent sewer gases from escaping.
2. Pour hot water down sinks.

MONTHLY SERVICE

1. Brush and wash vents.
2. Wash area around vents.

QUARTERLY SERVICE

1. Machine strip floors with disinfectant cleaner.
2. Refinish and buff all floors.

## 9. SENIOR CITIZENS CENTER

**Working hours shall be between the hours of 10:00p.m. and 7:00a.m. Monday-Friday (except holidays)**

DAILY SERVICE

1. Empty waste containers, wipe clean and reline, if necessary, and remove trash to designated area.
2. Sweep all vinyl floors using the dustless method.
3. Vacuum and spot clean all carpeting.
4. Clean, disinfect and polish drinking fountain.
5. Wash splash marks from walls around drinking fountain.
6. Wash entrance doors (both sides) and polish metal.
7. Spot clean doors, door frames, and around light switches, removing all smudges.
8. Dust all furniture, file cabinets, window partition sills, ledges,

etc.
9. Sweep and wipe down benches in breezeway
10. Wash and polish all counter tops
11. Spot clean interior windows and sills.

RESTROOM DAILY SERVICE

1. Clean and wash with disinfectant bowls, urinals, and sinks and replace deodorant as required.
2. Clean and wash with disinfectant both sides of toilet seats.
3. Clean and polish all mirrors and chrome fixtures.
4. Clean and wash with disinfectant Pullman tops, partitions (undersides and tops) and doors.
5. Refill tissue, hand towel, seat cover and soap dispensers.
6 Spot clean walls (including partitions).
7. Empty and wash with disinfectant sanitary napkin containers and replace inserts.
8. Empty waste containers and wipe outside clean.
9. Sweep and mop floors with disinfectant cleaner.

WEEKLY SERVICE

1. Sweep, remove black marks and buff vinyl floors.
2. Clean and disinfect ear and mouthpieces of all telephones.
3. Wax executive furniture with furniture polish (Shall be cleared of miscellaneous articles).
4. Spot clean walls.
5. Disinfect door handles
6. Remove cobwebs from breezeway

SEMI-MONTHLY SERVICE

1. Wax vinyl floors with approved applicant.

MONTHLY SERVICE

1. Perform high dusting (i.e. – door sashes, and tops of partitions).
2. Clean baseboards and kick plates of dust and all marks.
3. Brush down wall and/or ceiling vents.
4. Wash windows (interior and exterior).

QUARTERLY SERVICE

1. Machine strip floors.
2. Refinish and buff vinyl floors.

3. Power wash Breezeway and all main entrances

BI-WEEKLY SERVICE

1. Pour hot water down floor drain to prevent sewer gases from escaping.
2. Pour hot water down sinks.

MONTHLY SERVICE

1. Brush and wash vents.
2. Wash area around vents.

QUARTERLY SERVICE

1. Machine strip floors with disinfectant cleaner.
2. Refinish and buff all floors.

## 10. WEST COVINA SPORTSPLEX

**Working hours shall be between the hours of 10:00p.m. and 7:00a.m. Monday-Friday (except holidays)**

MAIN BUILDING

DAILY SERVICES

1. Empty waste containers, wipe clean and reline, if necessary, and remove trash to designated area.
2. Sweep all vinyl floors using the dustless method.
3. Vacuum and spot clean all carpeting.
4. Clean, disinfect and polish drinking fountain.
5. Sweep all tile floors with a chemically treated dust mop.
6. Wash entrance doors (both sides) and polish metal.
7. Spot clean doors, door frames, and around light switches, removing all smudges.
8. Dust all furniture, file cabinets, window partition sills, ledges, etc.
9. Wash and polish all counter tops.
10. Spot clean interior windows and sills.
11. Clean kitchen and kitchenette daily.
12. Wipe down appliances like coffee makers, toasters, and microwaves

RESTROOM DAILY SERVICES

1. Clean and wash with disinfectant bowls, urinals, and sinks and replace deodorant as required.
2. Clean and wash with disinfectant both sides of toilet seats.
3. Clean and polish all mirrors and chrome fixtures.
4. Clean and sanitize all sinks
5. Clean and wash with disinfectant Pullman tops, partitions (undersides and tops) and doors.
6. Refill tissue, hand towel, seat cover and soap dispensers.
7. Spot clean walls (including partitions).
8. Empty and wash with disinfectant sanitary napkin containers and replace inserts.
9. Empty waste containers and wipe outside and reline, if necessary, and remove trash to designated area.
10. Sweep and mop floors with a disinfectant cleaner.
11. Wipe down walls

WEEKLY SERVICES

1. Sweep, remove black marks and buff vinyl floors.
2. Clean and disinfect ear and mouthpieces of all telephones.
3. Wax executive furniture with furniture polish. (Shall be cleared of miscellaneous articles).
4. Clean air vents weekly.

MONTHLY SERVICES

1. Perform high dusting, i.e. door sashes and tops of partition.
2. Clean baseboards and kick plates of dust and all marks.
3. Brush down wall and/or ceiling vents.
4. Wash all windows (interior and exterior).

SEMI-MONTHLY SERVICES

1. Polish all wooden interior doors.
2. Wax vinyl floors with approved applicant.

QUARTERLY SERVICES

1. Machine strip floors.
2. Refinish and buff vinyl floors.

ANNUAL SERVICE

Shampoo all carpets

RESTAURANT BUILDINGS – TWO (2) RESTAURANTS

DAILY SERVICES

1. Wipe down walls
2. Brush, scour, and clean grill
3. Clean griddle, range, flattop, and fryer
4. Wipe down other appliances like coffee makers, toasters, and microwaves
5. Clean and disinfect all prep surface areas, including cutting boards
6. Clean and soak all beverage dispenser heads at soda stations
7. Clean and sanitize all sinks
8. Wipe down surfaces of ice machine
9. Refill any soap or hand sanitizer dispensers
10. Sweep and mop all floors, including walk-ins refrigerators and storage areas
11. Empty waste containers, wipe clean and reline, if necessary, and remove trash to designated area.
12. Wipe down and sanitize down recycling bins
13. Empty and clean grease traps
14. Sweep all vinyl floors using the dustless method.
15. Vacuum and spot clean all carpeting.
16. Mop floors with a disinfectant cleaner.
17. Clean, disinfect and polish drinking fountain.
18. Wash entrance doors (both sides) and polish metal.
19. Spot clean doors, door frames, and around light switches, removing all smudges.
20. Dust all furniture, window partition sills, ledges, etc.
21. Wash and polish all counter tops.
22. Spot clean interior windows and sills.

WEEKLY SERVICES

1. Clean ovens
2. Delime faucet heads and sinks Boil out deep fryer
3. Use drain cleaner on floor drains
4. Clean and sanitize walk-in refrigerators and storage areas
5. Clean anti-fatigue mats

MONTHLY SERVICES

1. Clean behind oven, stoves, and fryers (the hotline)
2. Run cleaning and sanitizing chemicals through coffee and espresso machine

3. Burn, clean, and sanitize ice machines
4. Empty, clean, and sanitize freezers
5. Clean refrigerator coils
6. Clean and sanitize walls and ceiling
7. Clean restaurant vent hoods
8. Replace or discard any pest traps

ANNUAL SERVICE

Shampoo all carpets

RESTROOM DAILY SERVICES

1. Clean and wash with disinfectant bowls, urinals, and sinks and replace deodorant as required.
2. Clean and wash with disinfectant both sides of toilet seats.
3. Clean and polish all mirrors and chrome fixtures.
4. Clean and sanitize all sinks
5. Clean and wash with disinfectant Pullman tops, partitions (undersides and tops) and doors.
6. Refill tissue, hand towel, seat cover and soap dispensers.
7. Spot clean walls (including partitions).
8. Empty and wash with disinfectant sanitary napkin containers and replace inserts.
9. Empty waste containers and wipe outside and reline, if necessary, and remove trash to designated area.
10. Sweep and mop floors with a disinfectant cleaner.
11. Wipe down walls

## HOLIDAYS

Except for the Police Department which requires service 365 days per year and the West Covina Sportsplex requiring service during days the Sportsplex is open to the public, the City will not require janitorial service on those holidays which are observed by the City:

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Day before Christmas (Christmas Eve)
- Christmas Day

SUPPLIES AND EQUIPMENT

**The contractor shall provide all supplies:** to carry out the cleaning and disinfecting operations within this contract, and shall meet the standards of the Federal Occupational Safety and Health Act and Cal OSHA. The contactor shall submit a written list of all supplies (i.e. cleaners, disinfectants, floor cleaners, polish and wax) with attached Safety Data Sheets (SDS) intended for use in the buildings for approval by the City of West Covina. Adequate quantities of properly labeled supplies (minimum of two weeks inventory) must be on-hand to perform cleaning at all times. Contractor to provide an estimated monthly usage along with an estimated monthly cost of supplies.

**The City of West Covina shall furnish:** paper goods, trash can liners and hand soap. These include kitchen and bathroom paper towels, plastic trash bags (assorted sizes), toilet tissue, sanitary napkins, tampons, toilet seat liners and hand soap.

**The contractor shall provide all equipment**: to carry out cleaning operations. The use of HEPA filter vacuums is a requirement throughout the building. Dust mops are to be cleaned and treated prior to each day's use. All equipment listed in contractor's proposal is to be for daily cleaning requirements. All equipment must be in good working order and ready for inspection. In case of equipment breakdown, forty-eight (48) hours shall be allowed for repair or replacement.

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**CLEANING TERMS**

| | |
|---|---|
| BUFF: | Machine buff with proper brush or pad to maintain floor luster. |
| CARPET CLEANING METHOD: | Hot water carpet extractor with power head. |
| CLEAN: | Remove all dirt and marks with approved cleaner. |
| DISINFECTANT: | A germicidal cleaner for germ control. |
| DE-SCALING/ ACID CLEANING: | Use an approved hydrochloric acid, not exceeding 10% in solution. |
| DUST: | Remove all loose dirt and debris. |
| MACHINE STRIP: | Remove all surface dirt, stains and wax with warm water, floor cleaner or disinfectant cleaner and dry with vacuum or mop. |
| MOP: | Remove all surface dirt and stains with a mop and warm water containing floor cleaner or disinfectant cleaner. |
| POLISH: | Machine polish, or rub with dry cloth. |
| REFINISH: | Apply proper floor coating (wax or polish or sealer) and buff. |
| SWEEP: | Remove all loose dirt and litter with sweeping tool (dustless type) on smooth concrete or tiled floors, on other hard floors, use hair floor brush. |
| VACUUM: | Remove all surface and embedded dirt with a suction cleaner. |
| WASH: | Remove all dirt, stains and marks with approved cleaner, rinse and dry. |
| SPECIAL NEEDS: | Cleaning requests by authorized City personnel, such as, cleaning up spills and providing paper goods in restrooms. |

## CLEANING STANDARDS, GENERAL

The following cleaning standards shall be used on a daily basis, and during the quality assurance inspection process to assess the quality of cleaning performance per attribute in the nine major areas identified on the Quality Assurance Form.

ENTRANCES

**Mats and Carpet** – Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.

**Glass and Metal Surfaces** – Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and AC / heat registers.

**Corners/Thresholds** – Shall be free of dust, dried-soil, crud, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue and dried-slurry.

**Floors and Cove Bases** – Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

**Walls and Fixtures** - Shall be free of dust, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

ELEVATORS

**Tracks** – Shall be free of dirt and debris. Tracks shall appear visibly clean. This shall include the elimination of standing water from wet cleaning procedures.

**Lights** – Shall be free of dust and soil and stains without causing damage. Diffusers shall remain in proper position; they shall appear streak-free, film free and uniformly clean.

**Walls and Doors** – Shall be free of dust, soil, spots and stains without causing damage. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. This shall include the elimination of polish residue and/or film.

**Floors, Carpet and Cove Bases** – Shall be free of dust, dried soil, soil, gum, spots, stains and other debris. Hard resilient floors shall have multiple coats of a slip resistant seal and finish applied that results in a consistent high-shine. Floors, carpet and cove bases shall

appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

CORRIDORS

**Floors and Cove Bases** – Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

**Walls and Fixtures** – Shall be free of dust, dried-soil and gum without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

**Water Fountains** – Shall be free of dust, soil, scale and water spots without causing damage. Bright work shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This shall include the elimination of film and cleaner residue.

STAIRWELLS

**Rails and Walls** – Shall be free of dust, dried-soil and scale without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, lint, standing water, or cleaner residue.

**Steps and Landings** – Shall be free of dust, dried soil, gum, stains and debris. This shall include risers and cove bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

RESTROOMS / SHOWERS / LOCKER ROOMS

Maintaining a sanitary restroom / shower / locker room environment that minimizes the possibility of cross-infection, is considered of the highest priority by the department. Sanitation levels shall be closely monitored by inspection, and approved testing methods. Health and safety code standards, Title 11, Section 1124.

**Dispensers** – Shall be free of dust, dried-soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.
**Hardware** – Shall be free of dust, soil, bacteria and scale without causing damage. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

**Sinks** – Shall be free of dust, soil, bacteria, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This shall include the elimination of streaks, embedded soil, film, and water spots.

**Mirrors** – Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.

**Toilets and Urinals** – Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.

**Partitions** – Shall be free of dust, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.

**Shower Stalls** – Shall be free of dust, soil, bacteria, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, disinfected and polished-dry. Acid wash and scrub if required. This shall include the elimination of streaks, film, embedded soil, and water spots.

**Waste Containers** – Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

**Walls and Doors** – Shall be free of dust, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean/disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots; and metal kick plates, handles and push plates on doors shall also be polished-dry.

**Floors and Baseboards** – Shall be free of dust, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent shine. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

**Air Vents** – Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

**Light Fixtures** – Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

OFFICES

**Furniture and Equipment** – Shall be free of dust, dried-soil and soil without causing

damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.

**Telephones** – Shall be free of dust and soil. They shall be uniformly clean, disinfected and polished-dry.

**Lamps** – Shall be free of dust, dried-soil and soil without causing damage. Lamps shall appear visibly and uniformly clean. This shall include the elimination of streaks, cleaner residue and film.

**Walls and Doors** – Shall be free of dust, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

**Waste Containers** - Contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

**Partitions** – Shall be free of dust, soil without causing damage. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

**Air Vents** – Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

**Floors, Carpet and Baseboards** – Shall be free of dust, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

WINDOWS

**Glass** – Shall be free of dust and soil without causing damage. This also applies to adjoining sills, blinds and framework. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

MISCELLANEOUS

**Kitchenettes –** Refrigerators, microwaves, stoves and garbage disposals shall be cleaned and disinfected, free of embedded soil and organic matter. This shall include the elimination of streaks, film and cleaner residue. Sinks shall be free of dust, soil, cleaner residue, soap film, and water spots. This shall include the elimination of foodstuff and

removing an offensive odor. Ovens will be cleaned with oven cleaner. Bright work shall be cleaned and polished.

**Air Vents** – Shall be free of dust and soil. This also applies to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

**Light Fixtures** – Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

JANITORIAL CLOSETS AND STOREROOM

**Shelves** – Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked/organized, neatly on shelves.

**Janitor Carts** – Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil, and organized, neatly.

**Walls** – Shall be free of dust, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

**Utility sinks** – Shall be free of dust, soil, cleaner residue, and soap film. Utility sinks shall appear visibly and uniformly clean. This shall include the elimination of streaks, embedded soil, film, and water spots. Bright work shall be cleaned, de-scaled and polished.

**Floors** – Shall be free of dust, dried soil, soil, gum, spots, stains and other debris. Hard resilient floors shall have multiple coats of a slip resistant seal and finish applied that results in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

**Report any facility issues (repairs needed) to the City of West Covina Public Works Maintenance Division (626) 939-8458.**

## ATTACHMENT F

## CERTIFICATE OF INSURANCE
## (AS OUTLINED IN ATTACHMENT H, SECTION 5, INSURANCE)

## CERTIFICATE OF INSURANCE

## ATTACHMENT G

## W-9

**FORM W-9**

# ATTACHMENT H

# STATEMENT OF COMPLIANCE

# STATEMENT OF COMPLIANCE

The undersigned declares that the Proposal submitted to provide tree trimming and tree maintenance services, as described in, and in response to City of West Covina RFP No. _____, was prepared in strict compliance with the instructions, conditions, and terms listed in the RFP, Scope of Services and Draft Agreement, with exceptions listed below, if applicable. **At least one box for each item must be checked.**

| | | |
|---|---|---|
| RFP Instructions and Terms & Conditions: | ☐ No Exceptions Taken | ☐ Exceptions Taken |
| Scope of Services: | ☐ No Exceptions Taken | ☐ Exceptions Taken |
| Draft Agreement: | ☐ No Exceptions Taken | ☐ Exceptions Taken |

If any exceptions are taken, this Statement of Compliance shall include a narrative that identifies each item to which the Proposer is taking exception or is recommending change, including the suggested re-wording of the contractual obligations or suggested change in the RFP, and identifies the reasons for submitting the proposed exception or change. When available, please reference specific line-item numbers as provided in the RFP. The City reserves the right to rule as non-responsive and reject any Proposals that are not accompanied with the required documentation as described above.

_____ _____

Signature Date

_____ _____

Printed Name and Title Name of Proposer

[Attach a separate sheet(s) detailing each exception being taken, if applicable]

## ATTACHMENT I

## DIR NUMBER REQUEST AND CERTIFICATION FORM

## DIR Number Request and Certification Form

All contractors are required to provide a valid Department of Industrial Relations (DIR) Janitorial Contractor Registration Number. Proposers must also complete the certification section below to confirm the accuracy of the information provided.

**1. Proposer Information**

Legal Business Name: _____

DBA (if any): _____

Business Address: _____

Phone Number: _____

Email Address: _____

**2. DIR Registration Information**

DIR Janitorial Contractor Registration Number: _____

Registration Expiration Date: _____

**3. Certification**

I hereby certify under penalty of perjury that the foregoing information is true and correct. I further certify that our firm is registered with the California Department of Industrial Relations as a janitorial contractor pursuant to Labor Code Sections 1420–1434.

Authorized Representative Name:

_____

Title: _____

Signature: _____

Date: _____

# ATTACHMENT J

# SAMPLE AGREEMEMT

**Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.**

**CITY OF WEST COVINA**
**MAINTENANCE SERVICES AGREEMENT**
**WITH**

**_____**

**FOR**

THIS MAINTENANCE SERVICES AGREEMENT is made and entered into this __ day of _____, 20__ ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and _____, a [the state where incorporation/organization occurred] [type of organization (corporation, limited liability company, limited partnership, etc.)] ("Contractor").

## RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to City to _____, 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:

SAMPLE

## 1.0. SERVICES PROVIDED BY CONTRACTOR

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

1.2. Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Sections 1420–1434 requiring registration with the DIR.

1.3. 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.

1.4. 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.

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

1.6. 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.

SAMPLE

1.7. 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.

**Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.**

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor 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"). Contractor's total compensation shall not exceed _____ Dollars ($ _____.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, 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 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.

SAMPLE

## 3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The services shall be performed in strict compliance with the project schedule agreed to by City and Contractor, which may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

## 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ 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 Contractor. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

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

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

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

SAMPLE

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 the Contractor, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

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

**Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.**

## 5.0. 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) per occurrence, Four Million Dollars ($4,000,000) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(a) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than One Million Dollars ($1,000,000) combined single limit for each accident.

(b) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

SAMPLE

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

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

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

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

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

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

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

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

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

SAMPLE

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.

SAMPLE

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile or 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: |
|---|---|
| _____ | City of West Covina |
| _____ | 1444 West Garvey Ave. South |
| _____ | West Covina, CA 91790 |
| Tel: _____ | Tel: _____ |
| Fax: _____ | Fax: _____ |
| 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. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

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

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due

SAMPLE

to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq*.) and Government Code Sections 1090-1092. Contractor covenants that none of Contractor's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be used by Contractor as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any

SAMPLE

services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

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

6.14. 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.

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

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

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

SAMPLE

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

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

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

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not

affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.25. Taxpayer Identification Number. Contractor shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
[Name]
[Mayor or City Manager]

SAMPLE

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

**Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.**

_____ Date: _____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Carmelita Underwood
Director Human Resources/Risk Management

SAMPLE

# City of West Covina

JANITORIAL SERVICES FOR CITY FACILITIES

RFP No.

**Name of Proposer Company**

*Green shaded cells require Contractor data input*

| ITEM NO.. | LOCATION/DESCRIPTION | TOTAL PRICE PER MONTH | TOTAL PRICE PER YEAR |
|---|---|---|---|

**All measurements are approximate**

| ITEM NO.. | LOCATION/DESCRIPTION | TOTAL PRICE PER MONTH | TOTAL PRICE PER YEAR |
|---|---|---|---|
| 1 | **CITY HALL**<br>**(≈14,950 sq. ft.)**<br>Tile/Other to Carpet ratio: 60/40 with Breezeway 12,000 square foot tile. | | $ - |
| 2 | **CITY YARD MANTENANCE OFFICE**<br>**(≈10,350 sq. ft.)**<br>Tile/Other to Carpet ratio: 35/65 | | $ - |
| 3 | **POLICE DEPARTMENT AND POLICE FACILITIES**<br>**(≈21,210 sq. ft.)**<br>Tile/Other to Carpet ratio: 70/30 | | $ - |
| 4 | **CAMERON COMMUNITY CENTER**<br>**(≈25,520 sq. ft.)**<br>Tile/Other to Carpet ratio: 75% wood floor, 10% tile 15% concrete | | $ - |
| 5 | **SHADOW OAK RECREATION CENTER**<br>**(≈9,630 sq. ft.)**<br>Tile/Other to Carpet ratio: 80/20 | | $ - |
| 6 | **PALMVIEW RECREATION CENTER**<br>**(≈5,560 sq. ft.)**<br>Tile/Other to Carpet ratio: 80/20 | | $ - |
| 7 | **SENIOR CITIZENS CENTER**<br>**(≈24,890 sq. ft.)**<br>Tile/Other to Carpet ratio: 90/10 | | $ - |
| 8 | **WEST COVINA SPORTSPLEX**<br>**(≈10,074 sq. ft.)**<br>Tile/Other to Carpet ratio: 90/10 | | $ - |
| | **BUILDINGS TOTALS**<br>**(≈122,184 sq. ft.)** | **$ -** | **$ -** |

**All measurements are approximate**

Signature: _____

Name and Title of Authorized Signatory:

Date:

Public Works
Department

# ADDENDUM TO RFP POSTING AND DOCUMENTS

**REQUEST FOR PROPOSAL**

JANITORIAL SERVICES FOR CITY FACILITIES (RFP 2026-14)

Addendum No. 1

Date of Addendum: March 25, 2026

RFP Number: 2026-14

Issued by: City of West Covina

## SCOPE OF ADDENDUM

This addendum details the corrections to the RFP

**Revision 1 - CORRECTION**

Page 2. **Section 4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES**

**City's Sole Representative as contact person**
Change from: Karen Ogawa, Finance Director. The City Representative can be reached via e-mail at kogawa@westcovina.org or by phone at (626) 939-8438.

Change to: Jazmin Hernandez, Purchasing Manager. The City Representative can be reached via e-mail at jhernandez@westcovina.org or by phone at (626) 939-8705.

**Revision 2 - CORRECTION**

Page 5. **Section 10.3 Contact Person for Withdrawals:**
Change from: Finance Director via email at kogawa@westcovina.org

Change to: Purchasing Manager via e-mail at jhernandez@westcovina.org

**Revision 3 - ATTACHMENT REPLACEMENT**

Attachment: **FEE SCHDULE**

Replaced with Fee Schedule. (Provided Site Addresses and correction to Tile to Carpet Ratios.)

This addendum shall become part of the Proposer's Proposal and acknowledgement of its receipt shall be included with the proposer's proposal.

PROPOSER _____

NAME: _____

SIGNATURE: _____

TITLE: _____

# City of West Covina

JANITORIAL SERVICES FOR CITY FACILITIES

RFP No. 2026-14

**Name of Proposer Company**

*Green shaded cells require Contractor data input*

| ITEM NO.. | LOCATION/DESCRIPTION | TOTAL PRICE PER MONTH | TOTAL PRICE PER YEAR |
|---|---|---|---|

**All measurements are approximate**

| ITEM NO.. | LOCATION/DESCRIPTION | TOTAL PRICE PER MONTH | TOTAL PRICE PER YEAR |
|---|---|---|---|
| 1 | **CITY HALL**<br>**1444 West Garvey Ave South, West Covina, CA 91790**<br>**(≈14,950 sq. ft.)**<br>Tile/Other to Carpet ratio: 60/40 with Breezeway 12,000 square foot tile. | | $ - |
| 2 | **CITY YARD MANTENANCE OFFICE**<br>**825 S Sunset Ave, West Covina, CA 91790**<br>**(≈10,350 sq. ft.**)<br>Tile/Other to Carpet ratio: 100% concrete | | $ - |
| 3 | **POLICE DEPARTMENT AND POLICE FACILITIES**<br>**1444 West Garvey Ave South, West Covina, CA 91790**<br>**(≈21,210 sq. ft.)**<br>Tile/Other to Carpet ratio: 70/30 | | $ - |
| 4 | **CAMERON COMMUNITY CENTER**<br>**1305 E Cameron Ave, West Covina, CA 91790**<br>**(≈25,520 sq. ft.)**<br>Tile/Other to Carpet ratio: 75% wood floor, 10% tile 15% concrete | | $ - |
| 5 | **SHADOW OAK RECREATION CENTER**<br>**2121 Shadow Oak Dr, West Covina, CA 91792**<br>**(≈9,630 sq. ft.)**<br>Tile/Other to Carpet ratio: 80/20 | | $ - |
| 6 | **PALMVIEW RECREATION CENTER**<br>**1340 E Puente Ave, West Covina, CA 91790**<br>**(≈5,560 sq. ft.)**<br>Tile/Other to Carpet ratio: 80/20 | | $ - |
| 7 | **SENIOR CITIZENS CENTER**<br>**2501 E Cortez St, West Covina, CA 91791**<br>**(≈24,890 sq. ft.)**<br>Tile/Other to Carpet ratio: 90/10 | | $ - |
| 8 | **WEST COVINA SPORTSPLEX**<br>**2100 S Azusa Ave, West Covina, CA 91791**<br>**(≈10,074 sq. ft.)**<br>Tile/Other to Carpet ratio: 90/10 | | $ - |
| | **BUILDINGS TOTALS (≈122,184 sq. ft.)** | **$ -** | **$ -** |

**All measurements are approximate**

Signature: _____

Name and Title of Authorized Signatory:

Date:

# ATTACHMENT NO. 2

**MAINTENANCE SERVICES AGREEMENT**
**BETWEEN**
**CITY OF WEST COVINA**
**AND**
**UMS, INC. DBA UNITED MAINTENANCE SYSTEMS**
**FOR**
**JANITORIAL SERVICES FOR CITY FACILITIES**

THIS MAINTENANCE SERVICES AGREEMENT is made and entered into as of July 1, 2026 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and UMS, INC., a California corporation DBA UNITED MAINTENANCE SYSTEMS ("Contractor").

## RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to City to provide janitorial services for City facilities, 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 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. Contractor responded to City's Request for Proposals No. 2026-14 dated March 17, 2026, incorporated via this reference as if fully set forth herein, and Contractor's response to the Request for Proposals was a material inducement to the City ultimately entering into this Agreement.

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

## 1.0. SERVICES PROVIDED BY CONTRACTOR

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

1.2. 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.

1.3. Compliance with Applicable Laws. 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.

1.4. 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 or 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.

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

1.6. 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 fee schedule set forth in Exhibit B. Contractor's total compensation shall not exceed One Million Nine Hundred Seventy-Six Thousand Two Hundred Fifty Dollars and Zero Cents ($1,976,250.00).

2.2. Additional Services. The City reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work described in the Scope of Services or to omit portions of the work so described as may be deemed necessary or expedient by the City. City will pay Contractor for approved additional services in accordance with the Fee Schedule. Contractor

acknowledges and agrees that additional services must be approved in writing by the City Manager. Any requested alteration, modification, or deviation requires prior written approval of the City. Any changes to the Scope of Services will be memorialized in an amendment to this Agreement executed by the City Manager and Contractor. It is specifically understood that oral requests and/or approvals of such changes to the Scope of Services shall be barred and are unenforceable.

2.3. No Fee Increases. Contractor shall not increase any fees set forth in the Fee Schedule during the term of this Agreement.

2.4. Method of Billing. Contractor may submit invoices to the City for approval on a monthly. 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 Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. 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. The services shall be performed in strict compliance with the performance schedule agreed to by City and Contractor, which may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

## 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on June 30, 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. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

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

## 5.0. INSURANCE

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

(a) General liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) 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 liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage, 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) per accident for bodily injury or disease.

5.2. Additional Requirements.

a. Proof of insurance. Contractor shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to the date of commencement of services. Current certification of insurance shall be kept on file with City for the term of this Agreement and for three (3) years after the expiration or termination of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies at any time.

b. Duration of coverage. Contractor shall procure and maintain for the term of the Agreement, and for three (3) years after the termination or expiration of this Agreement, insurance against claims to persons or damages to property, or financial loss which may arise from or in connection with this Agreement.

c. Additional insured status. Contractor's general liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that the City of West Covina and its elected and appointed boards, officers, officials, agents, employees, representatives and volunteers shall be additional insureds under such policies. The endorsement shall be at least as broad as ISO Form CG 20 10 (ongoing operations) and ISO Form CG 20 37 (completed operations).

d. Primary/non-contributing. Coverage provided by Contractor shall be primary, and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance policies shall include or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before



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City's own insurance or self-insurance shall be called upon to protect it as a named insured.

e. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected and appointed officers, agents, officials, employees, representatives and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its vendors.

f. Notice of cancellation. Contractor shall oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of Contractor's insurers are unwilling to provide such notice, then Contractor shall notify the City immediately in the event of Contractor's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.

g. Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City.

h. Enforcement of agreement provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

i. Requirements not limiting. Requirements of specific coverage features, or limits contained in this Section, are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for 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 City.

j. Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

k. Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from this Agreement, and that involve, or may involve, coverage under any of the required liability policies.

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. 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 or by U.S. mail, with postage properly prepaid and addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; and (b) on the earlier of the date actually received or on the third day after the postmark if such communication is sent through regular United States mail.

| IF TO CONTRACTOR: | IF TO CITY: |
|---|---|
| United Maintenance Systems<br>18336 Soledad Canyon Rd #1173<br>Santa Clarita, CA 91386<br>Attn: Jae Kim | City of West Covina<br>1444 West Garvey Ave. South<br>West Covina, CA 91790<br>Attn: Public Works Director |

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

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

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

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of 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 either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur

any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Ownership of Documents. All 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.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Milan Mrakich
City Manager

CONTRACTOR

_____ Date: _____
Myung Ja Lee
President/CEO

_____ Date: _____
Ho Lee
Secretary

ATTEST:

_____
Lisa Sherrick, CMC
Assistant City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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APPROVED AS TO INSURANCE:

_____ Date: _____

Karen Ogawa
Finance Director

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 2, 2026

**TO:** Mayor and City Council

**FROM:** Milan Mrakich, Acting City Manager

**SUBJECT:** **CONSIDERATION OF PROGRAM YEAR (PY) 2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN**

## RECOMMENDATION:

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

1. Approve the proposed Program Year (PY) 2026 CDBG Action Plan; and
2. Designate the City Manager as the official representative of the City to administer the programs, to execute and submit all required agreements, certifications, and documents required by the U.S. Department of Housing and Urban Development (HUD), and to execute all subrecipient agreements for the use of funds approved in the PY 2026 Annual Action Plan; and
3. Authorize the City Manager to negotiate and execute all necessary documents and agreements, in such final form as approved by the City Attorney, to carry out the City Council's direction.

## BACKGROUND:

The Community Development Block Grant (CDBG) program is a flexible program of the U.S. Department of Housing and Urban Development (HUD) that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to 1,209 general units of local government and states.

The CDBG program works to ensure decent affordable housing, to provide services to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses. CDBG is an important tool for helping local governments tackle serious challenges facing their communities. The CDBG program has made a difference in the lives of millions of people and their communities across the nation.

The annual CDBG appropriation is allocated between states and local jurisdictions called "non-entitlement" and "entitlement" communities respectively. Entitlement communities are comprised of central cities of Metropolitan Statistical Areas (MSAs); metropolitan cities with populations of at least 50,000; and qualified urban counties with a population of 200,000 or more (excluding the populations of entitlement cities). States distribute CDBG funds to non-entitlement localities not qualified as entitlement communities.

HUD determines the amount of the City’s grant by using a formula comprised of several measures of

community need, including the extent of poverty, population, housing overcrowding, age of housing, and population growth lag in relationship to other metropolitan areas. West Covina is a direct entitlement community and uses these federal funds to create transformative impacts and to improve the lives of residents, especially those with low and moderate income levels.

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 calculates 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. Overcrowded units, weighted at 25%.

Formula B also calculates 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%.

In recent years, West Covina has utilized these funds for the Domestic Violence Victim Advocate (Police Department), Senior Meals Program, the Housing Preservation 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 is to be consistent with the five-year CDBG Consolidated Plan, which is a strategic and visioning document on the use of these funds. The City Council adopted its most recent 5-year CDBG Consolidated Plan on May 20, 2025, which is valid through PY 2029. The City's proposed PY 2026 CDBG Action Plan is included as Attachment No. 2 of this report.

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).

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.

The City Council established the PY 2025-2029 Consolidated Plan Priorities through actions at the May 20, 2025 City Council meeting, as outlined in Table 1. The priorities were affirmed by the City Council on March 17, 2026 for the PY 2026 Action 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 |
| Non-Homeless Special Needs | Medium |
| Public Services | Medium |

The categories shown as 'Medium' and 'Low' do not indicate that these are not priorities of the City of West Covina; however, with limited CDBG funds, the City Council determined the other categories as a priority for use of CDBG funding during this term.

**DISCUSSION:**

As directed by the City Council on March 17, 2026, City staff drafted the proposed PY 2026 CDBG Action Plan (Attachment No. 2) to incorporate the City's approved PY 2025-2029 Consolidated Plan Priorities, as amended.

In PY 2026, the City will receive $835,786 in CDBG funds, with additional program income estimated at $14,214 through repayments of CDBG-funded loans to the City's Housing Preservation Program. The proposed budget is shown below in Table 2.

**Table 2**
**Proposed PY 2026 CDBG Action Plan Budget**

| Project/Activity | PY 2026 Proposed | |
|---|---|---|
| 1. Neighborhood Improvement Program | $ | 253,125 |
| 2. Housing Preservation Program | | 200,000 |
| 3. Economic Development | | 100,000 |
| 4. Planning and Administration | | 170,000 |
| 5. Public Services | | 126,875 |
| **Total** | **$** | **850,000** |

**Determination of Caps**

- ***Planning and Administration****: By statute, is capped at 20% of the sum of allocation and* ***current*** *year (PY 2026) program income. PY 2026 program income, to be received through repayment to the Housing Preservation Program, is estimated at $14,214.*
- ***Public Services****: By statute, is capped at 15% of the sum of allocation and* ***prior*** *year (PY 2025) program income. PY 2025 program income, received through repayment to the Housing Preservation Program, is $10,050 as of the writing of this report.*

**Neighborhood Improvement Program**

The Friendship Park Improvements, Phase II, was approved as part of the PY 2022 Action Plan on July

5, 2022. The project is in design. In PY 2025, as a result of an amendment approved on March 17, 2026, $106,787 in available funds were redirected to the 24-25 CDBG Residential Street Rehabilitation Project, which was prioritized and expected to incur expenses in advance of the park improvement activity. Funding for the Friendship Park activity is restored as part of the PY 2026 Action Plan. An additional $146,338 is included for the activity, based on the Engineer's estimate. Activities with funding either fully or partially restored are marked with single asterisk (*) in Table below.

**Housing Preservation Program**
The program provides eligible, moderate-income West Covina homeowners low-interest home improvement loans of up to $25,000. To be eligible, a single-family home must be the primary residence and the homeowner must have resided in the home for a minimum of twelve (12) months.

**Economic Development**
The activity implements a storefront improvement program to fund facade improvements to improve the exterior of eligible businesses. The activity was approved in PY 2025 and is underway. In PY 2025, as a result of an amendment approved on March 17, 2026, $100,000 in available funds were redirected to the 24-25 CDBG Residential Street Rehabilitation Project, which was prioritized and expected to incur expenses in advance of the facade improvement activity. Funding for the activity is restored as part of the PY 2026 Action Plan.

**Public Services**
The City published a Notice of Funding Availability in March 2026, and received nine funding requests totaling $175,000 from public service providers serving West Covina residents. Descriptions of services provided by applicants are included as Attachment No. 3.

With an interest in mitigating the impact on the General Fund, staff earmarked funding for City projects which have been allocated at status quo levels over several years. This will offset City program expenses that would otherwise be supported by the City's General Fund. All City projects are designated with a double asterisk (**) in Table 3. A decrease in CDBG funding to these programs would result in an increased burden on the General Fund in order to maintain current service levels.

**Housing Rights Center**
Staff also recommends funding the Housing Rights Center. As a CDBG recipient, HUD requires grantees to provide services that promote and support fair housing in the community. Funding the Housing Rights Center addresses this HUD requirement.

Staff recommends funding the projects (Projects Nos. 5 through 7) as shown below in Table 3.

**Ad Hoc Committee Recommendations**
The CDBG Ad Hoc Committee of the Community and Senior Services Commission (Ad Hoc Committee) evaluated the remaining applicants (Projects No. 8 through No.13). Applicants made presentations to the Ad Hoc Committee on May 18, 2026. The Ad Hoc Committee then developed recommendations to allocate the balance of $36,875 in CDBG funds (shown in Table 3). The recommendations are included in the proposed Action Plan and presented for the consideration of the City Council.

Table 3 details proposed PY 2026 funding by activity.

**Table 3**
**Proposed PY 2026 CDBG Funding**

| Project/Activity | PY 2026 Proposed Funding | |
|---|---|---|
| 1. Housing Preservation Program | $ | 200,000 |
| 2. Storefront Improvement Program (*) | | 100,000 |
| 3. Friendship Park Improvements, Phase II (*) | | 253,125 |
| 4. Administration | | 170,000 |
| 5. Senior Meals Program (**) | | 60,000 |
| 6. Domestic Violence Victim Advocate (**) | | 20,000 |
| 7. Housing Rights Center | | 10,000 |
| 8. Action Food Pantry | | 6,775 |
| 9. ESGV Coalition for the Homeless | | 6,775 |
| 10. Project 29:11 (Food Pantry) | | 6,775 |
| 11. Covina Valley Community Support | | 6,775 |
| 12. Senior Assistance Program (YWCA) | | 6,775 |
| 13. Shepherd's Pantry | | 3,000 |
| **Total - PY 2026 Action Plan** | **$** | **850,000** |

Table 4 shows activities and amounts that will be carried over from the current year. Amounts shown are as of the writing of this report.

**Table 4**
**Activities to be Carried-Over**

| Activity | Carry Over Amount | |
|---|---|---|
| 1. Housing Preservation Program | $ | 201,032 |
| 2. Friendship Park Improvements, Phase II | | 500,682 |
| 3. #25001 24-25 Residential Street Rehabilitation Project | | 1,126,100 |
| **Total - Carry Over** | **$** | **1,827,814** |

As required, the draft PY 2026 CDBG Action Plan was available for a 30-day public review period, which began on May 1, 2026. As of the writing of this report, no public comments have been received.

**LEGAL REVIEW:**

The City Attorney's Office reviewed this staff report.

**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:**

The proposed total PY 2026 Action Plan is $850,000. In PY 2026, the City is to receive $835,786 in CDBG funds. With additional program income estimated at $14,214, through repayments of CDBG-funded loans to the City's Housing Preservation Program, staff estimates a total amount of available resources to be approximately $850,000.

**Table 5**
**Summary of Proposed PY 2026 CDBG Action Plan**

| Funding Source | PY 2026 Amount |
|---|---|
| PY 2026 CDBG Funds | $ 835,786 |
| Housing Preservation Program Loan Repayments | 14,214 |
| **Total** | **$ 850,000** |

This CDBG Action Plan is recorded within Special Revenue Fund No. 131,Community Dev. Block Grant. If the Action Plan is approved, staff will return with a budget amendment to incorporate these amounts into the FY 2026-2027 Budget following adoption. The amendment will include the activities shown in Table 3 and carry over balances for activities shown in Table 4.

## Attachments

Attachment No. 1 - Descriptions of Categories of Need
Attachment No. 2 - Draft PY 2026 CDBG Action Plan
Attachment No. 3 - PY 2026 CDBG PSP Applicants
Attachment No. 4 - PY 2026 CDBG Action Plan - Slides

**CITY COUNCIL GOALS & OBJECTIVES:** Achieve Fiscal Sustainability and Financial Stability
Address Homeless Issues
Maintain Good Intergovernmental Relations
Expand Economic Development Opportunities

**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 the new Business Assistance Program will 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 will be funded during the Consolidated Plan cycle. (For example, projects may include street improvements.)

4. Owner-Occupied Housing: Owner housing needs will be addressed by the Housing Preservation Program (HPP).

5. Public Facilities: Public facilities may be funded during the Consolidated Plan cycle – 2020 to 2025. (For example, projects may include: accessibility improvement or 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 of
# West Covina

## Action Plan for
## Housing and Community Development

**One Year Use of Funds**
**PY 2026 (July 1, 2026 – June 30, 2027)**

Prepared for:
The U.S. Department of Housing and Urban Development

Lead Agency
City of West Covina
City Manager's Office
1444 W. Garvey Avenue
West Covina, California 91790
(626) 939-8401

**DRAFT**

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# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

Located in the San Gabriel Valley, West Covina is a densely developed urban community encompassing 16 square miles. The US Census estimates the West Covina had a population of 109,501 persons as of April 1, 2020. This document constitutes the City of West Covina's One-Year Action Plan (PY 2026) for the use of Community Development Block Grant (CDBG) funds. This Action Plan was prepared using the eConPlanning Suite system developed by the U.S. Department of Housing and Urban Development (HUD). The system prescribes the structure and contents of this document, following HUD's regulations. This Action Plan covers the planning period of July 1, 2026 through June 30, 2027. A public hearing was conducted on March 17, 2026 to discuss the Draft PY 2026 Action Plan, which was released for a 30-day public review on May 1, 2026.

### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Listed below are City of West Covina's objective and outcome categories for CDBG funded activities in accordance with the Federal Register Notice dated March 7, 2006. During this Consolidated Plan period, the City will fund activities in two objective/outcome categories – SL-1 and SL-3.

**SL–1 Improve Availability/Accessibility for the Purpose of Creating a Suitable Living Environment**

- Fair Housing Services
- Senior Services
- Other Public Services

**SL–3 Improve Sustainability for the Purpose of Creating a Suitable Living Environment**

- Neighborhood Improvement Program

The Neighborhood Improvement Program supports improvements such as: street and alley improvements, sidewalks, and street lighting and accessibility improvements.

## 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The PY 2020-2024 Consolidated Plan established the following high priorities for CDBG funding:

- Support a Neighborhood Improvement Program for infrastructure improvements
- Support public facilities funding
- Support funding for fair housing and tenant/landlord counseling services
- Address the needs of homeless families with children; homeless individuals; and chronically homeless persons
- Support public services funding

The City allocated CDBG funds to address each of the five high priorities listed above.

Overall, the Program achieved less than planned results in the prior cycle as the impacts of the COVID-19 pandemic and related lockdown were protracted. The Careship program, which provides a childcare subsidy, was suspended due to the lockdown of schools. The Day Care program recommenced in early 2022. However, only one of the City's four child care centers was reopened after the pandemic. Though funded in PY 2023, due to staff turnover, there were no accomplishments and the activity was cancelled. There were no rehabilitation loans processed through the Housing Preservation Program. The guidelines of the program have been revised to increase maximum loan amounts from $10,000 to $25,000, as well as to expand eligible uses within the requirements of CDBG regulations. A number of applications have been received. Seven loans funded in PY 2024. An Economic Development activity funded in PY 2024, Facade Improvements, is underway in PY 2025. Guidelines were approved and the application period for the program began in April 2026.

The closure of the City's Senior Center, caused by the pandemic, resulted in a transition of the congregate Senior Meals program into a home delivery and drive through service. The program partially transitioned back to a congregate setting twice per week in mid-May 2022. The program is now back to its regular schedule, serving lunches on weekdays.

Early in the Con Plan cycle, two significant public facility improvements were completed: Residential CDBG Street Improvements ($1M) and Friendship Park Improvements ($1M). Completion of the project for the Replacement of the HVAC and Roof at the Senior Center was a major accomplishment. Funded with both CDBG and CDBG-CV, the City was able to expend the remaining balance of its CDBG-CV allocation (approximately $703,000). Overall, the project came in under budget by approximately $205,000. A second phase of improvements to Friendship Park, though approved for $755,157 in PY 2022, is still in design. It was closed out in the prior Con Plan cycle, carried over and opened as a new activity in PY 2025.

Due to its non-compliance with the timely expenditure requirements of the CDBG program, the City is under a workout plan to achieve compliance. To that end, on March 17, 2026, the City approved a Substantial Amendment to its PY 2025 Action Plan to increase funding for an approved Residential Street Improvement activity from $539,500 to $1.1 Million. The contract for the activity was awarded on March 17, 2026, and construction is expected to commence in the Summer.

## 4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

**Public Hearings**: Citizen participation is one of the most important components of the Action Plan process. To solicit public input during the development of the Action Plan, the City Council conducted two public hearings.

The purpose of the first public hearing, held on March 17, 2026, was to obtain the public's input on West Covina's housing and community development needs. The notice of the public hearing explained the CDBG Program, available funding and the scope of eligible activities. The City encouraged the participation of all residents.

A summary of the meeting is presented in Table 4 – Citizen Participation Outreach.

The purpose of the second public hearing, to be held on June 2, 2026, will be to consider approval of the PY 2026 Action Plan. A summary of the meeting is presented in Table 4 – Citizen Participation Outreach. The Citizens Participation Plan is included in the Appendix.

**Housing and Community Development Needs Survey**: During the development of the PY 2025-2029 Consolidated Plan, a survey provided a means of obtaining public participation. The Survey was posted on the City's website. The survey results are included as an attachment to this Plan. Sixty (60) responses were received. 49 of 56 residents that responded indicate they have lived in West Covina for over 10 years. The survey asked respondents to indicate their priority housing and non-housing community development needs (High, Medium, Low, No Need, and Don't Know) for activities in the community under seven categories. CDBG funds are limited. With the limited funding, the City supports programs that provide resources to address some of the activities mentioned below. However, the City will seek other funds or partners to address the priority needs during the Consolidated Plan period. The proposed projects included in the draft PY 2026 Action Plan are consistent with these results.

In summary, the seven categories and top three activities receiving the most High Need ratings in the survey are listed below:

<u>Infrastructure Activities</u>

1. Street and road improvements

2. Tree Planting
3. Bicycle and walking paths

Housing Activities

1. ADA improvements
2. Owner-occupied housing rehabilitation
3. First-time homebuyer assistance

Housing Types for Special Needs Populations

1. Permanent supportive housing such as subsidized housing that offers services for persons with mental disabilities
2. Rental assistance for persons at-risk of homelessness
3. Senior housing, such as nursing homes or assisted living facilities

Community and Public Facilities

1. Parks and recreational facilities
2. Childcare facilities
3. Community Centers

Community and Public Services

1. Neighborhood crime prevention programs
2. Children afterschool/summer camp programs & services
3. Park and recreation programs

**Applications for Funding**: The City solicited proposals from community-based organizations, nonprofits, City departments, and citizens interested in applying for funds and providing services to the West Covina community. The application form requests a description of the need and/or problem to be addressed by the project. This application process provides another means of identifying priority needs.

**Public Review of Draft PY 2026 Action Plan**: The Draft PY 2026 Action Plan was available for a 30-day public review and comment period.

## 5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

At the March 17, 2026 pre-development public hearing, there were no public comments made during the public review period. During the hearing, a comment was made regarding the use of CDBG funds. A resident, noting that CDBG funds could be used for infrastructure improvements, asked that improvements to the City's historic downtown area along Glendora Avenue, be considered. The resident indicated that improvements to the street, striping for parking, sidewalks, street lighting, storefronts, etc., were needed. Staff responded that the City typically qualifies proposed public facility improvements on an Area Benefit Basis and that location is not in a CDBG-eligible area. Staff added that while the activity may be qualified on the basis of creating and retaining jobs for low- and moderate-income persons, the City has experienced challenges collecting performance data.

The purpose of a second hearing, to be held on June 2, 2026, to consider approval of the proposed PY 2026 Action Plan. Comments will be included in the final version of the Action Plan.

The City of West Covina has undertaken diligent and good faith efforts in outreaching to all segments of the community that may benefit from the CDBG Programs.

## 6. Summary of comments or views not accepted and the reasons for not accepting them

TBD

## 7. Summary

The City of West Covina has undertaken diligent and good faith efforts in outreaching to all segments of the community that may benefit from the CDBG Programs.

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|---|---|---|
| Lead Agency | WEST COVINA | |
| CDBG Administrator | WEST COVINA | City Manager's Office |
| HOPWA Administrator | | |
| HOME Administrator | | |
| HOPWA-C Administrator | | |

**Table 1 – Responsible Agencies**

### Narrative (optional)

The City's CDBG programs are administered by the City Manager's Office

### Consolidated Plan Public Contact Information

Kelly McDonald
Assistant to the City Manager
City Manager's Office
City of West Covina
1444 W Garvey Ave S
West Covina, CA 91790
(626) 939-8494 - phone
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## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

### 1. Introduction

As part of this Action Plan development, the City undertook an outreach program to consult and coordinate nonprofit agencies, affordable housing providers, and government agencies regarding the needs of the low- and moderate-income community. The outreach program has been summarized in the Executive Summary and Citizen Participation sections of this Action Plan.

### Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

During the development of the Action Plan, the City coordinated with the Los Angeles County Development Authority. The Development Authority provided information on the number of families receiving Section 8 rental assistance; the number of elderly and disabled assisted families; and the number of families on the Section 8 Waiting List. The City also coordinated with the Baldwin Park Housing Authority.

The private and governmental health, mental health, and service agencies that were consulted included: Southern California Association of Governments; Los Angeles County Department of Public Health, (Childhood Lead Poisoning Prevention Program and Division of HIV and STD Programs); Los Angeles County Department of Mental Health; Los Angeles County Department of Public Social Services (DPSS); Office of Statewide Health Planning and Development; Substance Abuse and Mental Health Services Administration; Area Agency on Aging, State Independent Living Council (SILC); and Office of the California Attorney General. With regard to economic development, the City coordinated with the State Employment Development Department, County of Los Angeles Workforce Development Board, and the City's Community and Economic Development Division's economic development efforts.

Specific agencies were also contacted to obtain data in preparation of this Action Plan. For example, the State Developmental Services Department and State Social Services Department were contacted to obtain data and housing resources for persons with disabilities

### Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Continuum of Care Strategy was consulted to provide information on homelessness and resources available. Several agencies that provide housing and supportive services for the homeless and those at risk of becoming homeless were identified. The City coordinates on an ongoing basis with the following homeless service providers: the East San Gabriel Valley Coalition for the Homeless Emergency Food and

Shelter Program, YWCA – WINGS Women's Shelter, and San Gabriel Valley Council of Governments. The Police Department coordinates with the County Department of Mental Health and the Los Angeles Homeless Services Authority, as well as the Los Angeles Centers for Alcohol and Drug Abuse.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City's HUD entitlement allocation does not include ESG funds.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

| | | |
|---|---|---|
| 1 | **Agency/Group/Organization** | Los Angeles County Development Authority |
| | **Agency/Group/Organization Type** | Housing<br>Other government - County |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The City requested information on Section 8 assisted households. Improved coordination is possible because baseline data provides the City a basis to monitor a reduction in rental assistance needs. |
| 2 | **Agency/Group/Organization** | Los Angeles Homeless Services Authority |
| | **Agency/Group/Organization Type** | Housing<br>Services-homeless |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | 2025 Homeless Count was used as a basis to estimate the City's unsheltered homeless. Baseline data provides improved way to monitor if homelessness is reduced over time. |
| 3 | **Agency/Group/Organization** | Los Angeles County Department of Public Health Childhood Lead Poisoning Prevention Program |
| | **Agency/Group/Organization Type** | Services-Children<br>Other government - County |
| | **What section of the Plan was addressed by Consultation?** | Lead-based Paint Strategy |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Agency's website was consulted for data on the incidence of LBP poisoning. Information collected can be shared with the community to warn families of the dangers of lead based paint. |
| 4 | **Agency/Group/Organization** | State Independent Living Council |
| | **Agency/Group/Organization Type** | Services-Persons with Disabilities |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Non-Homeless Special Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Agency's multi-year plan was reviewed to gather insights on priority needs, services, and planned programs. Improved coordination provides the City information to share with the disabled community. |
| 5 | **Agency/Group/Organization** | Los Angeles County Department of Public Health-Division of HIV and STD Program |
| | **Agency/Group/Organization Type** | Other government - County |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Non-Homeless Special Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Agency was contacted to obtain data on the incidence of HIV and AIDS and programs directed at addressing these needs. Improved coordination allows the City information to share with the disabled community. |

### Identify any Agency Types not consulted and provide rationale for not consulting

The City consulted with all agencies that could provide valuable input to the development of the Action Plan.

## Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Continuum of Care | | |
| Area Agency on Aging 2016-2021 | Los Angeles County Aging and Disabilities Department | The Strategic Plan has goals in support of the Area Plan which stated that the greatest economic need is among minority seniors with poverty incomes. |
| 2025-2027 State Plan for Independent Living (SPIL) | State Independent Living Council (SILC) | The Strategic Plan has goals in support of SPIL because many of West Covina's senior are frail and disabled and on the Section 8 Waiting List. |
| Ending the HIV Epidemic 2020-2025 | Division of HIV and STD Programs, Los Angeles County Department of Public Health | The Strategic Plan has included information from this Plan. |
| Housing Element | City of West Covina Planning Department | Consulted City's draft 2021-2029 Housing Element regarding hazards, mitigation, and resiliency |
| www.highspeedinternet.com | www.highspeedinternet.com | Consulted www.highspeedinternet.com regarding broadband availability, service, and providers in West Covina |

**Table 3 – Other local / regional / federal planning efforts**

## Narrative (optional)

City of West Covina departments that may have an interest in the CDBG Program were invited to participate in the Action Plan process.

Housing is a key element of the Action Plan. The City cooperates and coordinates with the State Department of Housing and Community Development by submitting the Annual Housing Element Progress Report.

## AP-12 Participation – 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation**
**Summarize citizen participation process and how it impacted goal-setting**

**Citizen Participation Outreach**

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/ attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 1 | Public Meeting | Non-targeted/broad community | Approximately 30 persons attended the Public Hearing held on March 17, 2026. The meeting was televised on the City's government channels, and live-streamed on the City's YouTube channel. The live-stream was also archived for viewing at a later time. | Staff gave an overview of the Action Plan process and CDBG funding. Priorities to guide the PY 2026 Action Plan were presented and approved. Public comments at the pre-development meeting on March 17, 2026 included the following: A comment was made regarding the use of CDBG funds. A resident, noting that CDBG funds could be used for infrastructure improvements, asked that improvements to the City's historic downtown area along Glendora Avenue, be considered. The resident indicated that improvements to the street, striping for parking, sidewalks, street lighting, storefronts, etc., were needed. Staff responded that the City typically qualifies proposed public facility improvements on an Area Benefit Basis and that location is not in a CDBG-eligible area. Staff added that while the activity may be qualified on the basis of creating and retaining jobs for low- and moderate-income persons, the City has experienced challenges collecting performance data. | All comments were accepted. | www.westcovina.gov; www.youtube.com |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/ attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 2 | Public Meeting | Non-targeted/broad community | A public Hearing will be held during the course of a regularly scheduled City Council meeting on June 2, 2026. The meeting will be televised on the City's government channels, and live-streamed on the City's YouTube channel. The live-stream will also be archived for viewing at a later time. | TBD | TBD | www.westcovina.gov; www.youtube.com |

**Table 4 – Citizen Participation Outreach**

# Expected Resources

## AP-15 Expected Resources – 91.220(c)(1,2)

### Introduction

Anticipated resources include CDBG funds. The City anticipates available CDBG resources in the amount of $850,000 in PY 2026: an entitlement grant in the amount of $835,786 and $14,214 in Program Income. Unexpended obligations totaling $1,827,814 from the prior period will be carried over to PY 2026. The City estimates in Years 3-5, that it will receive $830,000 in Entitlement funds and $10,000 in Program Income, for

### Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| CDBG | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 835,786.00 | 14,214.00 | 0.00 | 850,000.00 | 2,520,000.00 | This assumes an annual allocations of $830,000 and Program Income of $10,000 in Program Years 3-5 estimated for a total of $2,520,000. Not shown: the City will also carry over $1,827,814 in unexpended obligated funds and previously approved activities into PY 2026: $500,682 for Friendship Park Improvements; $201,032 for Housing Preservation Program; and $1,126,100 for Residential Street Rehabilitation. |

**Table 5 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City and HUD share an interest in leveraging HUD resources to the maximum extent feasible in order to address priority needs and associated goals.

During PY 2026, the City will seek funds to leverage the Federal CDBG funds. The City's Capital Improvement Program (CIP) may leverage CDBG funds in street rehabilitation projects. State Gas Tax funds also assist with street rehabilitation.

Federal USDA, Older Americans Act, City General Fund, and participant donations augment funding for the CDBG-funded Senior Nutrition Program.

Local return funds from Los Angeles County Proposition C, as well as Measure M and Measure R, assist the City in removing architectural barriers, providing Dial-A-Ride service, providing a citywide shuttle service, and performing street rehabilitation and other capital improvements. TDA-3 and SB1 help fund sidewalk and street projects. Park Bond funds received through the County will fund park improvements and maintenance of the improvements.

County Measure A funds will be directed toward serving the homeless population. Volunteer services and private donations provided additional resources to leverage CDBG funds.

### If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City is presently evaluating relocation of its City Maintenance Yard in order to sell the existing property for the development of housing. Additionally, the City does explore opportunities to partner with non-profits to address unmet housing needs. The Community and Economic Development Department does post on its webpage an Available Property List (APL) for businesses seeking to locate in West Covina.

### Discussion

See discussions above.

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives

### Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **1** | Improve/upgrade public infrastructure & facilities | 2025 | 2029 | Improve/upgrade public facilities and infrastructure | Area Benefit Neighborhoods | Improve/upgrade public facilities & infrastructure | CDBG: $253,125.00 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3785 Persons Assisted |
| **2** | Improve the well-being of low income persons | 2025 | 2029 | Non-Homeless Special Needs | City-Wide | Public Service Programs | CDBG: $116,875.00 | Public service activities other than Low/Moderate Income Housing Benefit: 9564 Persons Assisted |
| **3** | Encourage economic development | 2025 | 2029 | Improve economic conditions | City-Wide | Economic Development | CDBG: $100,000.00 | Facade treatment/business building rehabilitation: 10 Business |
| **4** | Achieve fair housing for all | 2025 | 2029 | Eliminate housing discrimination | City-Wide | Eliminate housing discrimination | CDBG: $10,000.00 | Public service activities other than Low/Moderate Income Housing Benefit: 80 Persons Assisted |
| **5** | Effective grant administration | 2025 | 2029 | Effective grant administration | City-Wide | Effective grant administration | CDBG: $170,000.00 | Other: 1 Other |

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| 6 | Improve owner-occupied housing stock | 2025 | 2029 | Owner-Occupied Housing | City-Wide | Improve the owner occupied housing stock | CDBG: $200,000.00 | Homeowner Housing Rehabilitated: 8 Household Housing Unit |

**Table 6 – Goals Summary**

## Goal Descriptions

| | | |
|---|---|---|
| 1 | **Goal Name** | Improve/upgrade public infrastructure & facilities |
| | **Goal Description** | The City will complete improvements and upgrades to public infrastructure and facilities. 7,385 persons (3,785 LMI) reside in Park District H, related to Friendship Park improvement project, which was approved in the prior cycle and carried over. This funding represents an amount previously deferred to accommodate the expedited implementation of another activity. |
| 2 | **Goal Name** | Improve the well-being of low income persons |
| | **Goal Description** | Improve the well-being of low income persons: The City will provide financial support to public service programs. |
| 3 | **Goal Name** | Encourage economic development |
| | **Goal Description** | City will restore the deferred balances of approved Economic Development activity from PY 2025. Facade Improvement Program ($100,000). Activity will be opened as new in PY 2026. |
| 4 | **Goal Name** | Achieve fair housing for all |
| | **Goal Description** | Fair housing services |

| | | |
|---|---|---|
| **5** | **Goal Name** | Effective grant administration |
| | **Goal Description** | Administration of CDBG program |
| **6** | **Goal Name** | Improve owner-occupied housing stock |
| | **Goal Description** | City will provide no-interest loans of up to $25,000 in CDBG funds for owner-occupied house rehabilitation |

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

The City's planned actions include grant administration; providing fair housing services; providing services to low income persons including, the homeless and the frail elderly; and improving neighborhoods. Planned projects are listed in below.

**Projects**

| # | Project Name |
|---|---|
| 1 | Economic Development |
| 2 | Housing Preservation Program |
| 3 | Fair Housing |
| 4 | Grant Administration |
| 5 | Domestic Violence Victim Advocate |
| 6 | Senior Meals Program |
| 7 | SGV YWCA Senior Citizens Assistance |
| 8 | ESGV Coalition for the Homeless |
| 9 | Assistance League of Covina Valley |
| 10 | Action Food Pantry |
| 11 | Project 29:11 |
| 12 | Shepherd's Pantry |
| 13 | Neighborhood Improvement Program |

**Table 7 - Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

In PY 2026, the City will receive $835,786 in CDBG funds. Estimated income in the amount of $14,214 in program income will result in total available resources of $850,000. The proposed budget for the listed projects is $850,000. $1,827,814 in unexpended balances of activities approved in the prior cycle will be carried over into the new cycle as new projects. These include: Neighborhood Improvement Program (Friendship Park Improvements, Phase II ($201,032)), Housing Preservation Program ($201,032), and Residential Street Rehabilittion ($1,126,100). The available CDBG funds have been allocated to projects that contribute to achieving the priority needs and goals established by the 5-Year Strategic Plan. The projects are consistent with the citizen input received during the development of the Consolidated Plan.

The priorities have been approved by the City Council.

One of the greatest challenges in meeting the underserved needs of low- and moderate-income persons is having limited financial resources. The City will continue to use CDBG funding to support public service agencies that address the special needs of the underserved, including the elderly and frail elderly and persons belonging to protected classes that have been the victims of housing discrimination.

The City also proactively seeks additional resources to better meet the underserved needs.

## AP-38 Project Summary

### Project Summary Information

| | | |
|---|---|---|
| **1** | **Project Name** | Economic Development |
| | **Target Area** | Area Benefit Neighborhoods |
| | **Goals Supported** | Encourage economic development |
| | **Needs Addressed** | Economic Development |
| | **Funding** | CDBG: $100,000.00 |
| | **Description** | Activities that promote economic development. |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | An estimated 50 low- and moderate-income persons will benefit from the proposed activity |
| | **Location Description** | Admin office: 1444 W. Garvey Ave. So., West Covina, CA |
| | **Planned Activities** | Implementation of a storefront improvement activity |
| **2** | **Project Name** | Housing Preservation Program |
| | **Target Area** | City-Wide |
| | **Goals Supported** | Improve owner-occupied housing stock |
| | **Needs Addressed** | Improve the owner occupied housing stock |
| | **Funding** | CDBG: $200,000.00 |
| | **Description** | Loans made to eligible participants for the purpose of rehabilitation and improvement to owner-occupied housing. |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | It is estimated that 8 low- and moderate-income persons will benefit from the proposed activity. |
| | **Location Description** | Admin office: 1444 W. Garvey Ave. So., West Covina, CA |
| | **Planned Activities** | Loans made to eligible participants for the purpose of rehabilitation and improvement to owner-occupied housing. |

| | | |
|---|---|---|
| **3** | **Project Name** | Fair Housing |
| | **Target Area** | City-Wide |
| | **Goals Supported** | Achieve fair housing for all |
| | **Needs Addressed** | Eliminate housing discrimination |
| | **Funding** | CDBG: $10,000.00 |
| | **Description** | The Housing Rights Center will offer West Covina residents services from our four program areas, (1) Discrimination Complaint Investigation, (2) Landlord Tenant Counseling, (3) Education and Outreach, and (4) Legal Services. |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | It is estimated that 80 low- and moderate-income persons will benefit from the proposed activity. |
| | **Location Description** | City-wide. Admin office: 3255 Wilshire Blvd #1150, Los Angeles CA |
| | **Planned Activities** | The Housing Rights Center will offer West Covina residents services from our four program areas, (1) Discrimination Complaint Investigation, (2) Landlord Tenant Counseling, (3) Education and Outreach, and (4) Legal Services. |
| **4** | **Project Name** | Grant Administration |
| | **Target Area** | City-Wide |
| | **Goals Supported** | Effective grant administration |
| | **Needs Addressed** | Effective grant administration |
| | **Funding** | CDBG: $170,000.00 |
| | **Description** | CDBG Program Administration |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | N/A |
| | **Location Description** | Admin office: 1444 W. Garvey Ave. So., West Covina, CA |
| | **Planned Activities** | Administering the CDBG grant, including preparation of the Action Plan, CAPER, reimbursement requests, payments |

| | | |
|---|---|---|
| **5** | **Project Name** | Domestic Violence Victim Advocate |
| | **Target Area** | City-Wide |
| | **Goals Supported** | Improve the well-being of low income persons |
| | **Needs Addressed** | Public Service Programs |
| | **Funding** | CDBG: $20,000.00 |
| | **Description** | This program follows up with victims of all domestic violence victim cases in West Covina. |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | It is estimated that 1,360 low- and moderate-income persons will benefit from the proposed activity. |
| | **Location Description** | Admin office: Police Department, 1444 W Garvey Ave S, West Covina, CA |
| | **Planned Activities** | This program follows up with victims of all domestic violence victim cases in West Covina. |
| **6** | **Project Name** | Senior Meals Program |
| | **Target Area** | City-Wide |
| | **Goals Supported** | Improve the well-being of low income persons |
| | **Needs Addressed** | Public Service Programs |
| | **Funding** | CDBG: $60,000.00 |
| | **Description** | This program serves meals in a congregate setting at the West Covina Senior Center. |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | It is estimated that 500 low- and moderate-income persons will benefit from the proposed activity |
| | **Location Description** | 2501 E Cortez, West Covina, CA. |
| | **Planned Activities** | This program serves meals in a congregate setting at the West Covina Senior Center. |
| **7** | **Project Name** | SGV YWCA Senior Citizens Assistance |
| | **Target Area** | City-Wide |

| | | |
|---|---|---|
| | **Goals Supported** | Improve the well-being of low income persons |
| | **Needs Addressed** | Public Service Programs |
| | **Funding** | CDBG: $6,775.00 |
| | **Description** | This program connects seniors with a broad array of services that enable them to stay at their homes for as long as possible. |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | It is estimated that 65 low- and moderate-income persons will benefit from the proposed activity |
| | **Location Description** | City-wide. 2501 E Cortez, West Covina, CA. Admin office: 101 S Barranca, Covina, CA |
| | **Planned Activities** | The activity connects seniors with a broad array of services that enable them to stay at their homes for as long as possible. |
| **8** | **Project Name** | ESGV Coalition for the Homeless |
| | **Target Area** | City-Wide |
| | **Goals Supported** | Improve the well-being of low income persons |
| | **Needs Addressed** | Public Service Programs |
| | **Funding** | CDBG: $6,775.00 |
| | **Description** | Emergency assistance provided to homeless persons. |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | It is estimated that 250 low- and moderate-income persons will benefit from the activity |
| | **Location Description** | 15701 Hill St, La Puente, CA 91744 |
| | **Planned Activities** | The activity operates the Emergency Assistance Center which provides walk-in emergency services to homeless and at-risk homeless individuals and families. |
| **9** | **Project Name** | Assistance League of Covina Valley |
| | **Target Area** | City-Wide |
| | **Goals Supported** | Improve the well-being of low income persons |
| | **Needs Addressed** | Public Service Programs |

| | | |
|---|---|---|
| | **Funding** | CDBG: $6,775.00 |
| | **Description** | The program will provide school clothing, shoes and supplies to children and young people from low income families so they can attend school regularly |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | It is estimated that 370 low- and moderate-income persons will benefit from the activity |
| | **Location Description** | 636 E San Bernardino Rd, Covina, CA |
| | **Planned Activities** | The program will provide school clothing, shoes and supplies to children and young people from low income families so they can attend school regularly |
| **10** | **Project Name** | Action Food Pantry |
| | **Target Area** | City-Wide |
| | **Goals Supported** | Improve the well-being of low income persons |
| | **Needs Addressed** | Public Service Programs |
| | **Funding** | CDBG: $6,775.00 |
| | **Description** | The program is comprised of a food bank which strives to relieve hunger. |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | It is estimated that 700 low- and moderate-income persons will benefit from the proposed activity |
| | **Location Description** | 17880 W Covina Blvd, Covina, CA |
| | **Planned Activities** | The program is comprised of a food bank which strives to relieve hunger. |
| **11** | **Project Name** | Project 29:11 |
| | **Target Area** | City-Wide |
| | **Goals Supported** | Improve the well-being of low income persons |
| | **Needs Addressed** | Public Service Programs |
| | **Funding** | CDBG: $6,775.00 |

| | | |
|---|---|---|
| | **Description** | Funds will support the food bank operation of the program. |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | It is estimated that 1,067 low- and moderate-income persons will benefit from the proposed activity |
| | **Location Description** | 250 E San Bernardino Rd, Covina, CA |
| | **Planned Activities** | Funds will support the food bank operation of the program. |
| **12** | **Project Name** | Shepherd's Pantry |
| | **Target Area** | City-Wide |
| | **Goals Supported** | Improve the well-being of low income persons |
| | **Needs Addressed** | Public Service Programs |
| | **Funding** | CDBG: $3,000.00 |
| | **Description** | Funds will be used to support the food bank |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | It is estimated that 1,400 low- and moderate-income persons will benefit from the proposed activity |
| | **Location Description** | 657 E. Arrow Hwy, Unit J, Glendora, CA 91740 |
| | **Planned Activities** | Funds will be used to support the food bank |
| **13** | **Project Name** | Neighborhood Improvement Program |
| | **Target Area** | Area Benefit Neighborhoods |
| | **Goals Supported** | Improve/upgrade public infrastructure & facilities |
| | **Needs Addressed** | Improve/upgrade public facilities & infrastructure |
| | **Funding** | CDBG: $253,125.00 |
| | **Description** | Park improvements, street improvements |
| | **Target Date** | 6/30/2027 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | It is estimated that 3,785 low- and moderate income persons will benefit from the Friendship Park Improvement project. |

| | | |
|---|---|---|
| | **Location Description** | Admin office: 1444 W. Garvey Ave. So, West Covina, CA |
| | **Planned Activities** | Friendship Park Improvements, Phase II |

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

West Covina has two distinct geographic areas: City-wide and Area Benefit Neighborhoods.

CDBG investment for Fair Housing and Public Service Programs is made on a city-wide basis.

CDBG investment for the Neighborhood Improvement Program has mostly been made in Area Benefit Neighborhoods. That is, in service areas where 51% or more of the population have low- and moderate-incomes. Based on the most recent data, the City has 22 block groups with 51% or more the population having low/moderate incomes. Please see Exhibit 2, which is attached to this report, for a map that highlights eligible block groups, which area the smallest geography for which the Census provides data.

In PY 2026, there is one activity under the Neighborhood Improvement Program. Friendship Park Improvements, Phase II ($253,125), with a service area of Park District H, is considered an Area Benefit activity. Relative to Friendship Park Improvements, the service area consists of CT 4081.36 BGs 1 and 2; CT 4081.37 BGs 1 and 2, and CT 4081.41 BG 1. The LMI% is 51.9% according to 2016 ACS LMI information revised in 2020.

The Facade Improvement Program will also be carried out on an Area Benefit Basis. The services areas consists of CT 4062.01. The LMI% of this CT is 69.8% according to 2016 ACS LMI information revised in 2020.

The percentages below are based on estimated costs of proposed activities in PY 2026. Amendments may occur during the program year that will redistribute funds.

### Geographic Distribution

| Target Area | Percentage of Funds |
|---|---|
| City-Wide | 48 |
| Area Benefit Neighborhoods | 52 |

**Table 8 - Geographic Distribution**

### Rationale for the priorities for allocating investments geographically

Public services and Fair Housing are available on a city-wide basis to low- and moderate-income persons. An activity is deemed eligible on an area basis when the service area of the activity has a population composed of at least 51% low-and moderate-income persons. The list of the eligible block groups, the smallest geography for which the Census Data is delineated, is shown below. A map is also included as

an Exhibit to this Plan.

Eligible block groups are listed below.

| Tract | Block Group(s) |
|---|---|
| CT 4036.01 | BG 2 |
| CT 4053.01 | BG 1 |
| CT 4053.02 | BG 1, 3 |
| CT 4055.00 | BG 1, 2, 3, 4 |
| CT 4062.01 | BG 1, 2, |
| CT 4064.13 | BG 1, 3 |
| CT 4065.00 | BG 2 |
| CT 4066.02 | BG 2 |
| CT 4067.02 | BG 1 |
| CT 4079.02 | BG 1 |
| CT 4080.06 | BG 1 |
| CT 4081.33 | BG 2 |
| CT 4081.35 | BG 1 |
| CT 4081.37 | BG 1, 2 |
| CT 4081.41 | BG 3 |

### Discussion

See discussion above.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

Section 8 provides rental assistance in West Covina to 658 families through programs administered by the Los Angeles County Development Authority (542) and Baldwin Park Housing Authority (116). Los Angeles County reports an average monthly payment of $1,554. Baldwin Park reports an average per unit payment of $1,314.

Of the 658 families, 566 are elderly or disabled and the balance are non-disabled and non-elderly. There are 71 families (Los Angeles County: 38 and Baldwin Park: 33) on the Section 8 Waiting List of the two housing authorities. This marks a significant decrease from the 237 families on the waiting lists last year.

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 0 |
| Non-Homeless | 0 |
| Special-Needs | 0 |
| Total | 0 |

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through | |
|---|---|
| Rental Assistance | 650 |
| The Production of New Units | 0 |
| Rehab of Existing Units | 0 |
| Acquisition of Existing Units | 0 |
| Total | 650 |

**Table 10 - One Year Goals for Affordable Housing by Support Type**

### Discussion

Refer to discussion above.

## AP-60 Public Housing – 91.220(h)

### Introduction

The City does not have public housing; however, the Los Angeles County Development Authority and the Baldwin Park Housing Authority administer the Section 8 Housing Choice Voucher program within West Covina. There are currently 658 West Covina families receiving Section 8 rental assistance and approximately 71 more residents on the waiting list. The amount of time spent on the waiting list often varies and can be as long as several years**.**

### Actions planned during the next year to address the needs to public housing

Not applicable to the City of West Covina.

### Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable to the City of West Covina. The Los Angeles County Development Authority encourages the participation of public housing residents through Resident Councils. The role of a Resident Council is to improve the quality of life and resident satisfaction in self-help initiatives to enable residents to create a positive living environment for individuals and families living in public housing. The Baldwin Park Housing Authority owns and administers Mc Neil Manor, a “project-based public housing unit. Mc Neil Manor is a 12-unit low-income senior (62 years or older) housing development.

### If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Los Angeles County Development Authority is not a troubled PHA. It has officially achieved "High Performer" status under HUD's Section 8 Management Assessment Program; therefore, is not designated as a "troubled" agency. Units are inspected, repaired, and maintained on a regular basis.

### Discussion

The Housing Authorities have prepared five-year Strategic Plans and an Annual Plans. The Plans guide the actions of the Housing Authorities in addressing the needs of extremely low and very low income families and include goals to increase the supply of affordable housing, promote self-sufficiency and asset development, ensure equal opportunity and affirmatively further fair housing, and in achieving consistency with each jurisdiction’s Consolidated Plan. The City will continue to monitor the Housing Authority’s Plans and provide input as it pertains to West Covina residents in an effort to increase the supply of affordable housing.

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

The City plans to allocate CDBG public service funds to agencies that address the needs of the homeless such as emergency/transitional shelter, food insecurity and other basic needs. For the past several years, the City of West Covina has partnered with the Los Angeles Homeless Services Authority (LAHSA) to host and participate in the County-wide Homeless Count to better understand the number of homeless in our community as well as the region. In 2025, 74 unsheltered homeless were counted, down from 102 in 2024. The results of the 2026 Count are not available as of the drafting of this Plan.

### Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

### Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Relative to outreach, the City is currently a member of the Police Department Program's Mental Evaluation Team (MET) which is comprised of four (4) cities: Azusa, Covina, Glendora, and West Covina, which provide mental health services to homeless in each of our communities. One day per week, a mental health professional is dedicated to the City of West Covina to assist individuals throughout the community that have been displaced temporarily or are permanently homeless.

The City funds a two police officers for homeless outreach. In addition to the parks-related duties, this team are the first responders to homeless calls, and proactively seek contacts with the homeless (building trust relationships, which can help deescalate crisis situations and help individuals to accept social services). The team received specialized training in crisis communication, social services, etc., and is connected to the local and regional social service network, expanding upon longstanding partnerships that the City of West Covina has with other agencies, hospitals, churches, etc. The target population will be primarily street level and sheltered homeless, as well as those in need of mental health services. The team is supplemented by an existing partnership with Los Angeles County, who assigns a County Mental Health Clinician to our area, rotating among cities regionally. Police Officers focus a portion of their time at City parks and in the community to provide outreach to those homeless individuals in need of supportive services.

The City contracts with Los Angeles Centers for Drug and Alcohol Abuse (LA CADA), which provides a two-person team working forty hours per week to provide outreach, referral, and case management services to the homeless. The contract is currently funded with State Housing Funds.

With the recent passage of Los Angeles County's Measure A, the City submitted an application to use a portion of its allocation to fund the LA CADA team. The application was approved and agreement recently executed. Related costs of the team will be covered by Measure A for the period April through

June 2026. An application for 2027 was submitted and is under review by the County.

### Addressing the emergency shelter and transitional housing needs of homeless persons

The City provides CDBG funds to the East San Gabriel Valley Coalition for the Homeless. This agency provides advocacy, motel vouchers, gas vouchers, hot meals, showers, lunches, clothing, travel needs, rehabilitation and mental health placements, Winter Shelter, mail and message service and refers clients to partner agencies for further assistance. The Coalition has administered a transitional housing program. The program was discontinued due to lack of funding.

As part of the City's contract with LA CADA, 8 beds for those with Substance Use Disorder (SUD) are prioritized for West Covina, in various locations.

With the recent passage of Los Angeles County's Measure A, the City submitted an application to use a portion of its allocation to fund shelter beds through the Salvation Army facility in Bell, CA, in order to increase the availability of interim housing in the area. As of the drafting of this Plan, the proposal is still under review. If approved, the City will move forward with contracting the Salvation Army.

### Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The YWCA – WINGS Women's Shelter is located in West Covina. It is a 32-bed shelter for battered women and their children.

The City of West Covina is not a direct provider of homeless services. It does refer homeless persons to emergency shelters, transitional housing and supportive housing operated by public and private agencies located near the city. The City also amended the Zoning Code to indicate the where emergency shelters may be located by right.

### Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of West Covina does not receive funding from the Federal sources that require the

implementation of supportive housing programs for persons returning from mental and physical health institutions. The City does not receive funds from sources that require the development and implementation of a Discharge Coordination Policy. However, the City has knowledge of the County's discharge coordination policies.

The West Covina jail houses suspects awaiting court appearances or as long as it takes to book them and release on a citation. Currenty, any suspect in custody displaying medical and/or mental illness is taken for appropriate care either to a hospital or County jail facility where services can be provided. Suspects are also allowed to utilize a phone to make arrangements to be picked up.

Los Angeles County Department of Mental Health (DMH) regulations require the discharge planning process for Acute Care Hospitals, State Mental Hospitals, and Institutions for Mental Disease programs must address all the individual needs of homeless clients at treatment initiation. Housing resources on discharge include: independent living with rental assistance, family reunification, living with roommates, PSH, and nursing homes.

California law requires hospitals/regional hospital associations to have protocols for homeless patients. The Hospital Association of Southern California, National Health Foundation, and Illumination Foundation's Recuperative Care Program must provide post-hospital healthcare services to homeless patients moving from acute care. Services include housing location assistance, residential medical and social support.

Los Angeles County Department of Health Services (DHS) regulations require health care facilities to provide appropriate housing location and supportive services to avoid discharge into homelessness. Programs include: the Recuperative Care Program, nursing facilities, board and care, family reunification, permanent supportive housing (PSH), and affordable housing. DHS also funds 24/7 ES medical services where Case Managers work with patients to obtain housing, services, and benefits.

### Discussion

See discussions above.

## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction:

The City's adopted 2014-2021 Housing Element describes constraints and barriers to maintenance, development and preservation of affordable housing. The City's 2021-2029 Draft Housing Element (Draft 4) is under review by the State Department of Housing and Community Development as of the drafting of this Plan.

### Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The adopted 2014-2021 Housing Element recommended the following actions to mitigate the barriers to affordable housing:

- Annually review development standards to ensure that the development of lower income housing can occur. Revise the development code to address all constraints identified in Section 6 of the Housing Element.

In addition, the City has adopted the following on-going policy:

- Continue to use flexible development standards to facilitate the development of affordable housing through promotion of maximum development densities in the multi-family zone and the mixed use overlay.

If an affordable housing development is proposed during the Consolidated Plan period, the City will implement, if appropriate, the following policies:

- Reduced parking for senior and affordable housing development and by permitting modified housing unit sizes
- Fee exemptions and reductions for second dwelling units, affordable housing and senior housing.

### Discussion:

In April of each year, the City transmits an Annual Housing Element Progress Report to the State Department of Housing and Community Development. The Report describes all the actions taken to implement the programs included in the adopted Housing Element.

## AP-85 Other Actions – 91.220(k)

### Introduction:

The following narratives describe the actions the City will undertake in PY 2026 to address underserved needs, foster and maintain affordable housing, reduce lead-based paint, reduce the number of poverty-level families, develop the institutional structure, and enhance coordination between public and private housing and social service agencies.

### Actions planned to address obstacles to meeting underserved needs

The City will continue to use CDBG funding to support public service agencies that address the special needs of the underserved, including the elderly and frail elderly and persons belonging to protected classes that have been the victims of housing discrimination.

### Actions planned to foster and maintain affordable housing

The City's housing stock contains six affordable multifamily projects and six affordable senior projects. These units should be monitored and discussions with the property managers and/or owners should occur to address the development's long-term affordability status. The following actions will be taken:

- Monitor the affordable housing projects to ensure compliance with rent restrictions
- Maintain a list of the affordable housing inventory

### Actions planned to reduce lead-based paint hazards

To increase an awareness of lead based paint hazards, the City will notify applicants to the Housing Preservation Program to the dangers of lead based paint hazards posts information through distribution of an informational pamphlet and required testing on rehabilitation projects where paint may be disturbed. The City will also post links on its website alerting homebuyers and renters to the dangers of lead based paint hazards.

### Actions planned to reduce the number of poverty-level families

The City will carry out the following anti-poverty actions in coordination with its affordable housing plan:

- The City will continue to support the Section 8 Housing Choice Voucher Program and public housing units located within the community.
- The City will coordinate with the Los Angeles County Development Authority and Baldwin Park Housing Authority to increase the number of families that receive rental assistance.
- The City will work with the Housing Authorities to encourage families receiving Section 8 rental assistance to participate and graduate from the Family Self-Sufficiency Program (FSS). The City

will periodically request information from the Housing Authorities on FSS participation and graduation levels.

### Actions planned to develop institutional structure

The City Manager's Office, Community and Economic Development Department, and Public Works are the key departments involved in the Action Plan process. The Community and Economic Development Department is responsible for capital improvements to facilities (i.e., senior center, parks, public facilities, streets).

To strengthen internal coordination and timeliness of expenditures, the City Manager's Office meets monthly with the Community and Economic Development Department and Finance Department. The purpose of the meetings is to strengthen the delivery of projects in neighborhoods so that there are tangible physical and quality of life benefits resulting from the expenditure of CDBG and other funds.

The City also coordinates on a regular basis with the following housing providers:

- Los Angeles County Development Authority (Section 8)
- City of Baldwin Park Housing Authority (Section 8)
- Community and Economic Development Department (Housing Rehabilitation/Preservation)
- Housing Rights Center (Fair Housing)

City activities include: collection of information regarding clients served, geographic distribution of clients served, and review and comment on Public Housing Agency Plans.

Coordination with health providers involves the periodic collection of lead-based incident statistics from the County of Los Angeles, Department of Health Services, Childhood Lead Poisoning Prevention Program. In addition, the City will continue to obtain information from the Los Angeles County Department of Health Services, Office of AIDS Programs and Policy.

Coordination with social service agencies is accomplished through the CDBG public service programs. This involves a notice of funding availability, evaluation of applications submitted including needs to be addressed, and monitoring and performance evaluation of funded social service agencies.

To strengthen the institutional structure for carrying out its Action Plan, the City will strengthen the working relationship by providing input to and coordinating with the Los Angeles County Development Authority and Baldwin Park Housing Authority. Efforts to strengthen the institutional structure involve review of the five-year and annual plans of each authority.

### Actions planned to enhance coordination between public and private housing and social

**service agencies**

During PY 2026, the City will continue its coordination efforts with:

- Los Angeles County Homeless Services Authority (LAHSA)
- Southern California Association of Governments (SCAG)
- San Gabriel Valley Council of Governments (SGVCOG)
- Baldwin Park Housing Authority
- Los Angeles County Development Authority

In January 2025, LAHSA conducted a homeless count. 74 unsheltered homeless persons were counted in West Covina, down from the 102 counted in 2024. The results of the 2026 count are unavailable as of the drafting of this document.

The City will continue to participate in the meetings and task forces of the SCAG and the SGVCOG.

The City will review the Annual Plans of the two Housing Authorities and provide input as appropriate.

**Discussion:**

Refer to the above narratives.

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

### Introduction:

The following describes other program-specific requirements.

Overall Benefit - PY 2026 will be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income.

**Community Development Block Grant Program (CDBG)**
**Reference 24 CFR 91.220(l)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 14,214 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| **Total Program Income:** | **14,214** |

**Other CDBG Requirements**

| | |
|---|---|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 70.00% |

PY 2026 will be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income.

# Exhibit 1

# Public Comments

## Citizen Participation Comments

## PY 2026 CDBG Action Plan

**March 17, 2026**

No comments were received during the comment period. No comments were received during the comment period.

During the public hearing, a resident, noting that CDBG funds could be used for infrastructure improvements, asked that improvements to the City's historic downtown area along Glendora Avenue, be considered. The resident indicated that improvements to the street, striping for parking, sidewalks, street lighting, storefronts, etc., were needed. Staff responded that the City typically qualifies proposed public facility improvements on an Area Benefit Basis and that location is not in a CDBG-eligible area. Staff added that while the activity may be qualified on the basis of creating and retaining jobs for low- and moderate-income persons, the City has experienced challenges collecting performance data.

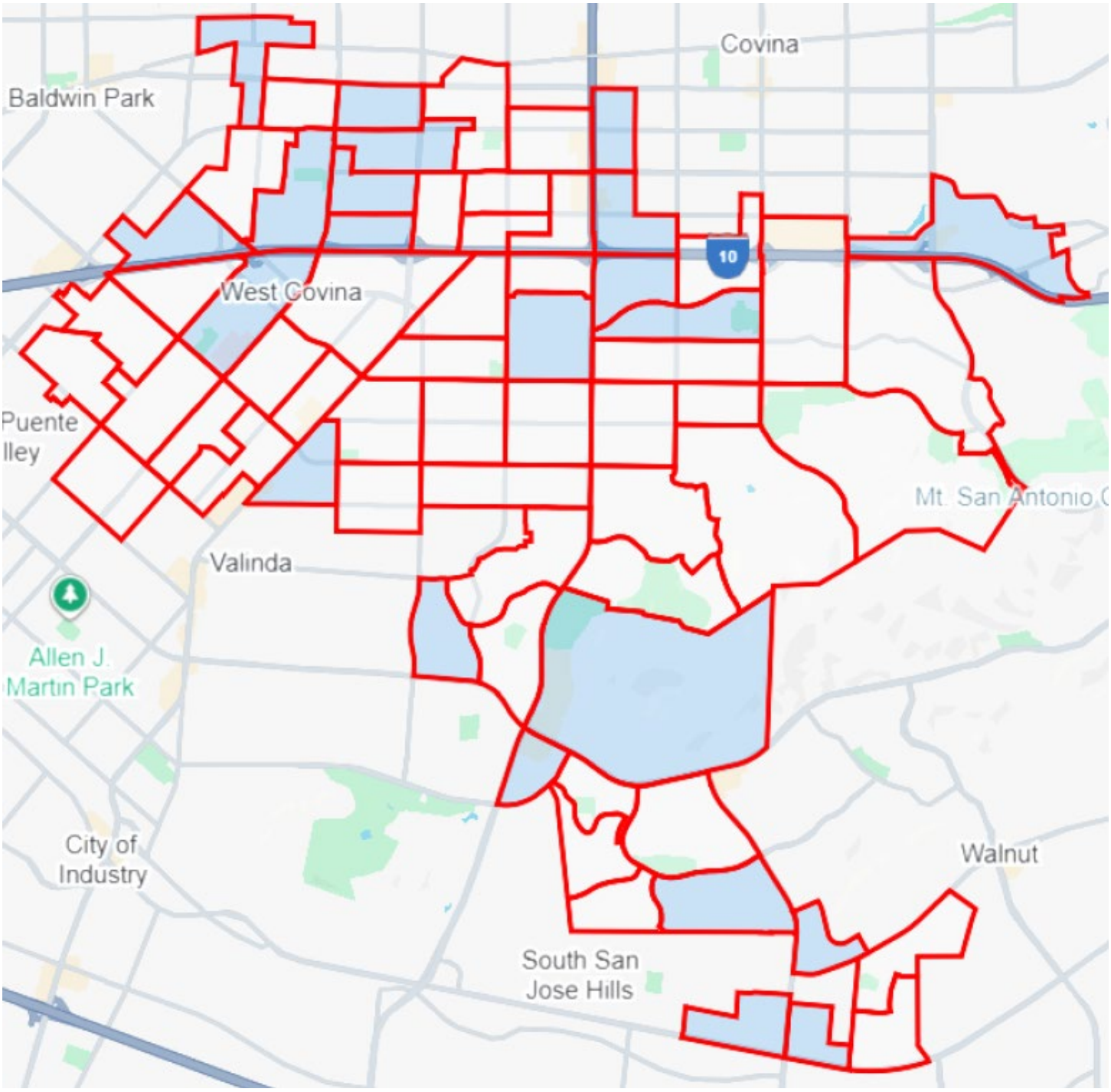
**June 2, 2026**

TBD.

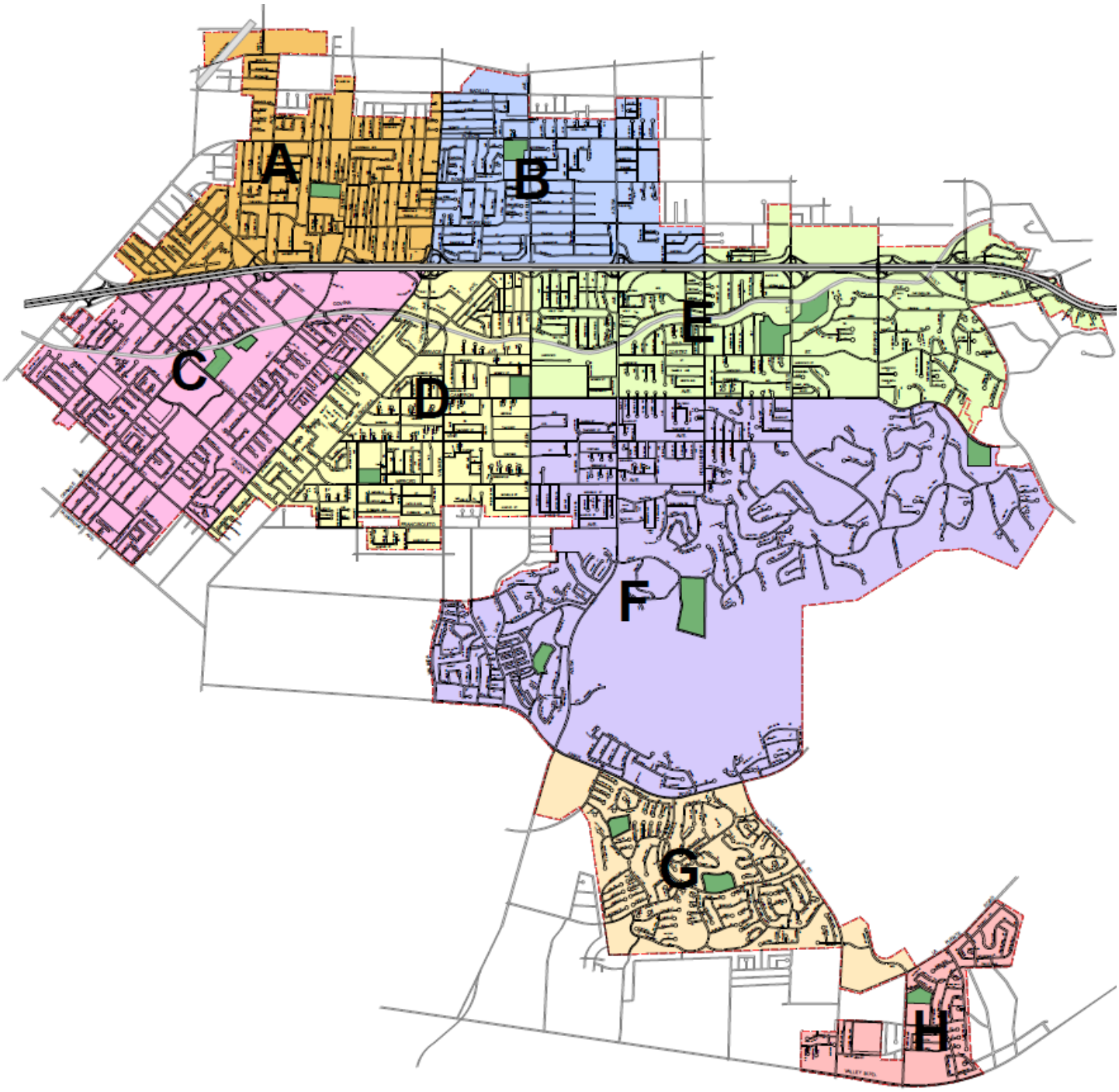
# Exhibit 2

# Census Block Group Map
# and
# Park District Map

**CDBG-Eligible Census Block Groups**



# Park Districts



## PY 2026 CDBG PUBLIC SERVICE PROJECT APPLICANT DESCRIPTIONS

**Note: Descriptions shown in italics were taken from the applications of the respective service providers in which they respond to the question, "Describe your program (purpose, goal, etc.)."**

1. **Senior Meals Program - City of West Covina:** *The Congregate Meal Program serves meals at the West Covina Senior Center 4 days per week. Meals served must provide at least 1/3 of the recommended dietary allowances. Staff meets on a monthly basis with the County dietician to ensure this objective is met for participants. The seniors are receiving an estimated 40-50% of the required nutrients from the meals provided by the program. Annually the program serves approximately 35,000 meals. The program provides meals to seniors for a suggested $3 donation. Participants are encouraged to donate what they can regardless of the amount. In previous years, the program has been recognized by the Los Angeles County Local Area Agency on Aging as a Distinguished Site recipient. Currently, senior nutrition program participants are receiving 4 hot meals Monday-Thursday and 1 frozen meals and a snack bag with milk, juice, and fruit for Friday weekly.*

2. **Domestic Violence Victim Advocate – West Covina Police Department:** *The City's Victim Advocate is partially funded from CDBG and is responsible for following up with victims of all domestic violence cases that occur in West Covina, as well as some other crimes involving children and domestic situations. The Victim Advocate guides domestic violence victims through the criminal justice and social service networks. An independent evaluation conducted by Cal State Los Angeles validated her work, citing her as the most useful service offered to domestic violence victims at the Police Department. She serves as the liaison to County Adult Protective Services, the Domestic Violence Council, and other agencies and service networks. This project is a public service eligible for CDBG funding under 24 CFR § 570.201(e). Service amounts vary somewhat from year to year due to crime trends (beyond the Police Department's control).*

3. **Housing Rights Center:** *Through the Fair Housing Program, the Housing Rights Center will actively support and promote freedom of residence to the end that all West Covina residents have the opportunity to secure the housing they desire and can afford, without discrimination based on their race, color, religion, gender, sexual orientation, national origin, familial status, marital status, disability, ancestry, age, source of income or other characteristics protected by law. A component of this program includes addressing problems that arise between landlords and tenants, (e.g., payment of rent, lease agreements, and habitability), which are often intertwined with issues of discrimination. HRC will continue to offer West Covina residents services from our four program areas, (1) Discrimination Complaint Investigation, (2) Landlord/Tenant Counseling, (3) Education and Outreach, and (4) Legal Services.*

4. **Action Food Pantry:** *ACTION Food Pantry provides food on a weekly basis to extremely low-, low-, and moderate-income families, as well as to the homeless*

*and the elderly, with an emphasis on fresh produce and proteins as well as shelf stables. We also provide clothing and other basic necessities to our clients as we are able.*

5. **ESGV Coalition for the Homeless - Emergency Food and Shelter:** *ESGVCH works directly with the unhoused population or people who are at risk of becoming unhoused. We are applying for CDBG funds to assist unhoused families with minor children; these funds will be used for motel vouchers. The vouchers will provide a safe place for families as temporary relief from inclement weather, medical conditions and/or be used when pending placement. We also provide hygiene, clothing, hot meals, bus passes with a ride subsidy, DMV vouchers, emergency food boxes, and referrals to DV, Substance Abuse and Housing programs.*

6. ***Project 29:11: Food Bank*** *– Food bank – The Food Bank is opened on Fridays. Because of the prices for food and the increase of the cost of living, many are having a hard time putting food on their family's table. Our clients can come once a week. Each family receives a variety of dairy products, pastries, breads, meats and an assortment of other food. We are also able to provide diapers, baby formula, and a variety of baby food and items. Last year we were able to help 15,308 families with food. This represents 48,901 adults and children. The average weight of food we give each family is 60 to 70 pounds. Turkey Giveaway – On the Tuesday of the Thanksgiving week we were able to help 350 families have a complete Thanksgiving dinner. Not only did they all get a turkey, a bag of food but also a roasting pan. Jingle Jam - This year we able to hold our annual Christmas event. We were able to give gifts to 675 children and a large bag of food to 300 families. This year we are partnering with ComericA, COLUMBIA BANK and Mechanics Bank to help people wishing to buy a home. They will be offering classes. Every client that completes the required classes will be eligible to receive 1% of the down payment towards their home purchase.*

7. **Covina Valley Community Support:** *Covina Valley Community Support is an all-volunteer nonprofit philanthropic organization dedicated to helping break the cycle of poverty in local communities by improving literacy and providing basic needs to economically disadvantaged families. The goal is to provide appropriate school attire and supplies to underserved students so that they are able to attend school on a regular basis. Studies show that when students are dressed as their peers they are more likely to attend school regularly. We believe that education is the key to raising children and their families out of poverty and into more successful and financially secure futures. The students served by Project Student Support are identified as low-income and referred to Covina Valley Community Support by 81 area schools and several local charitable agencies. Students in grades K-5 are dressed in the CVCS facility where they receive one-on-one attention from volunteer members. Each child is fitted with two pairs of navy pants or shorts, two pairs of skorts or jeggings, two white polo shirts, new shoes, six pairs of socks, six pairs of underwear, a hooded sweatshirt, a filled backpack and a family hygiene kit. They are also given vouchers with which to select additional clothing items from our adjacent Thrift Shop. Our van is used to deliver bags of clothing to schools for children who lack transportation to our facility. Students in middle schools and high schools are dressed during scheduled shopping trips to local department stores. They are allotted $150 each with which*

*to shop for their own clothing, with supervision from our members, school counselors and parents. CVCS members are present to check students in as they arrive and to pay for purchases at the checkout stand. They place the items into attractive, reusable bags which contain family hygiene kits. Receipts are retained, labeled with the names of the students and given to our treasurer. More than 1,000 students are dressed annually through Project Student Support program. The cost to dress an elementary school student is $170 and the cost to dress a middle school or high school student is $185. Dressing begins each year in August and continues until May 31, which is the end of our fiscal year. The number of students we are able to dress each year is limited only by the success of fundraising efforts and local schools' commitment to identify and refer all students and families in need to our organization.*

8. **Senior Citizens Assistance Program (SCAP) – YWCA of San Gabriel Valley:** *The activity will continue to be Case Management and Information & Referral/Assistance Services to connect seniors with a broad array of social services that enable them to remain independent and in their homes for as long as possible. Services are based on the concept of linking clients to a culturally competent, locally accessible and cost-effective integrated continuum of supportive services. In addition, our agency has striven to respond in a timely manner to client's requests for service, and within several hours if the request is urgent. We offer services in Spanish and Mandarin, and can access Language Line Translation Services to support additional language needs. These services include but are not limited to:*

   *• Access and linkage to services such as transportation, congregate/home delivered meals, food banks, medical equipment*

   *• Assistance in applying to programs such as Medi-Cal, In-Home Supportive Services, and utility assistance (LIHEAP)*

   *• Income application assistance for Social Security, Security Supplemental Income (SSI) General Relief, Cal-Fresh*

   *• Linkage to community services such as legal services (Bet Tzedek is at YWCA-SGV site every other month), mental health services, etc.*

   *• Access to available housing resources (assist with affordable housing applications/wait lists, Share Collaborative Housing) and linkage to housing advocacy through Housing Rights Center, and YWCA-SGV's one-time rental assistance for District 1 residents*

   *• Arrange in-home visits/appointments*

   *• Community education and related programming that help to coordinate and integrate services for seniors and other community members such as informational seminars/lectures, health programs, etc.*

9. **Shepherd's Pantry:** *Shepherd's Pantry is a faith-based 501(c)3 nonprofit organization serving low- and moderate-income residents in Los Angeles County through a delivery model of food assistance and supportive services. Originally founded in 2004 as a free emergency food delivery service, Shepherd's Pantry now operate three sites across the San Gabriel Valley—Glendora, Irwindale, and El Monte—providing accessible, dignified support to individuals and families*

*experiencing food insecurity and economic hardship. Core services include no-cost groceries, personalized case management, a clothing boutique, hygiene item assistance (e.g. toothpaste, diapers), haircuts, homeless meals, and food delivery to housebound seniors. The need for these services is significant in the local community. Approximately 11% of West Covina residents live below the poverty line, with Hispanic and Latino residents — who make up the majority of the city's population — experiencing a poverty rate of 12%. In the current economic climate, these low-income households are experiencing an acute demand for food assistance and supportive social services. CDBG funds will be used to support an Intake Coordinator — a dedicated staff person who will serve as the primary liaison for at-risk clients, connecting them with referrals to local social service agencies and community-based organizations that specialize in housing, employment, health care, domestic violence support, and/or intensive case management services. This position will strengthen Shepherd's Pantry's ability to provide coordinated, wrap-around support to vulnerable residents, addressing needs that extend well beyond food insecurity.*

# CITY COUNCIL MEETING
# JUNE 2, 2026

## CONSIDERATION OF PROGRAM YEAR (PY) 2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN



ATTACHMENT NO. 4

# PRIORITIZATION 2025-2029 CONSOLIDATED PLAN

| Categories of Need | Priority Level |
|---|---|
| Economic Development | High |
| Homelessness | High |
| Infrastructure Improvements | High |
| Rental Housing | High |
| Owner-Occupied Housing | High |
| Public Facilities | High |
| Non-Homeless Special Needs | Medium |
| Public Services | Medium |

# PY 2026 PROPOSED CDBG ACTION PLAN BUDGET

| Project/Activity | PY 2026 Proposed |
|---|---|
| 1. Neighborhood Improvement Program | $ 253,125 |
| 2. Housing Preservation Program | 200,000 |
| 3. Economic Development | 100,000 |
| 4. Planning and Administration | 170,000 |
| 5. Public Services | 126,875 |
| **Total** | **$ 850,000** |

# PROPOSED PY 2026 CDBG FUNDING

| Project/Activity | PY 2026 Proposed | |
|---|---|---|
| 1. Neighborhood Improvement Program (Friendship Park) (*) | $ | 253,125 |
| 2. Housing Preservation Program | | 200,000 |
| 3. Storefront Improvement Program (*) | | 100,000 |
| 4. Administration | | 170,000 |
| 5. Senior Meals Program (**) | | 60,000 |
| 6. Domestic Violence Victim Advocate (**) | | 20,000 |
| 7. Housing Rights Center | | 10,000 |
| 8. Action Food Pantry | | 6,775 |
| 9 ESGV Coalition for the Homeless | | 6.775 |
| 10. Project 29:11 (Food Pantry) | | 6.775 |
| 11. Covina Valley Community Support | | 6.775 |
| 12. Senior Assistance Program (YWCA) | | 6,775 |
| 13. Shepherd's Pantry | | 3,000 |
| **Total** | **$** | **850,000** |

# CARRY-OVER CDBG FUNDING

| Project/Activity | Unexpended Balance |
|---|---|
| 1. Neighborhood Improvement Program (24-25 Street Rehab) | $ 1,126,100 |
| 2. Neighborhood Improvement Program (Friendship Park) | 500,682 |
| 3. Housing Preservation Program | 201,032 |
| **Total** | **$ 1,827,814** |

# OPTIONS

The City Council has the following options:

- Approve staff's recommendation.
- Provide alternative direction.

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 2, 2026

**TO:** Mayor and City Council

**FROM:** Milan Mrakich, Acting City Manager

**SUBJECT:** **CONSIDERATION OF INTRODUCTION OF ORDINANCE NO. 2540 APPROVING CODE AMENDMENT NO. 26-01, AMENDING CHAPTER 26 OF THE WEST COVINA MUNICIPAL CODE TO ESTABLISH REASONABLE DEVELOPMENT STANDARDS FOR SUPPORTIVE AND TRANSITIONAL HOUSING, UPDATE THE LAND USE TABLE REGARDING HOTEL AND MOTEL CONVERSIONS, AND ESTABLISH CRITERIA FOR THE AUTOMATIC WITHDRAWAL OF INACTIVE OR INCOMPLETE PLANNING APPLICATIONS**

## RECOMMENDATION:

It is recommended that the City Council conduct a public hearing and introduce the following ordinance:

**ORDINANCE NO. 2540 — AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 26-01, AMENDING CHAPTER 26 (ZONING) OF THE WEST COVINA MUNICIPAL CODE TO ESTABLISH REASONABLE DEVELOPMENT STANDARDS FOR SUPPORTIVE AND TRANSITIONAL HOUSING, UPDATE THE LAND USE TABLE REGARDING HOTEL AND MOTEL CONVERSIONS, AND ESTABLISH CRITERIA FOR THE AUTOMATIC WITHDRAWAL OF INACTIVE OR INCOMPLETE PLANNING APPLICATIONS**

## BACKGROUND:

On February 20, 2024, the City Council approved Code Amendment No. 23-01, adopting Ordinance No. 2519 (the “Development Code Update”). This action amended the West Covina Municipal Code by merging the Subdivision Code (Chapter 20) and the Zoning Code (Chapter 26) into one unified Development Code. The Development Code is codified in Chapter 26 of the West Covina Municipal Code.

The City of West Covina periodically reviews and updates the Development Code to ensure consistency with State law, implementation of General Plan policies, and the continued effectiveness of local land use regulations. California housing law requires that local jurisdictions regulate supportive housing and transitional housing in a manner consistent with the treatment of other residential uses of the same type in the same zone, while permitting objective standards that address site design, health,safety, and compatibility concerns.

Currently, the Development Code contains limited provisions addressing supportive and transitional

housing and does not identify hotel and motel conversions within the land use tables. Also, the Development Code lacks clear language that states the amount of time inactive Planning applications may remain open, which can result in a backlog of abandoned applications.

Staff has identified the need to amend the Development Code to clarify regulations applicable to supportive and transitional housing and establish objective development standards consistent with State housing law; refine land use regulations related to hotel and motel conversions to ensure compatibility with the City's land use framework; and establish clear and consistent procedures governing application processing, including application requirements, completeness determinations, and resubmittal timelines.

The proposed amendments are intended to codify standards related to the development and operation of supportive and transitional housing, ensure such uses are integrated in a manner consistent with State law, and limit hotel and motel conversions to appropriate zoning districts. Additionally, the amendments establish an efficient application review framework for all Planning applications, which include defined resubmittal deadlines and extension requests.

**Planning Commission Review**
On April 28, 2026, the Planning Commission held a duly noticed public hearing to consider Code Amendment No. 26-01 and voted to recommend that the City Council approve and adopt the draft ordinance (Attachment No. 1), with a modification to the proposed Land Use Table, changing from allowed to requiring a Conditional Use Permit (CUP) for Hotel or Motel conversions in the Regional Mixed Use (RMU) zone. During the public hearing, no members of the public spoke in favor of or in opposition to Code Amendment No. 26-01.

## DISCUSSION:

The following is an overview of the proposed changes to the West Covina Development Code:

**Supportive and Transitional Housing Standards**
Add to Section 26-133 provisions regarding eligibility criteria, development standards, operational and management standards, management plan requirements, and application submittal requirements, and a provision authorizing the Community Development Director to establish administrative guidelines to implement the provisions of Section 26-133.

**Land Use Tables**
Amend Section 26-51 (Table 2-12) to designate hotel and motel conversions as conditionally permitted within the Regional Mixed Use (RMU) zone, subject to approval of a Conditional Use Permit (CUP). The amendment also establishes a cross-reference to Section 26-135 for applicable development and operational standards.

This amendment ensures that hotel and motel conversions are limited to areas designated for higher-intensity mixed-use development and are subject to Conditional Use Permit review, supporting consistency with the City's overall land use strategy.

**Planning Applications Review Revisions**
Amends Section 26-182 to standardize application submittal requirements by authorizing the Community Development Director to establish required forms, checklists, and supporting materials necessary for application review and CEQA evaluation. The amendment establishes a 180-day resubmittal deadline for incomplete applications, provides for deemed withdrawal if no response is received, and allows a one-time extension of up to ninety days (90) upon written request. Withdrawn applications must be submitted as new applications and shall be subject to fees and regulations in effect at that time. This will improve efficiency in processing applications and will reduce the backlog of inactive applications.

**Required Finding**

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

**(a) The proposed amendment ensures and maintains internal consistency with the goals, policies, and strategies of all elements of the General Plan, and, in the case of a Zoning Code amendment, will not create any inconsistencies with this Chapter.**
The purpose of the proposed code amendment is to establish objective development standards for supportive and transitional housing consistent with State law, promote housing opportunities for special needs populations, preserve the City's lodging inventory by restricting hotel and motel conversions to appropriate zones, and implement procedures for planning applications to improve administrative efficiency. Therefore, Code Amendment No. 26-01 maintains internal consistency with the goals, policies, and strategies of the General Plan and will not create inconsistencies within Chapter 26.

**(b) The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the City.**
The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The amendment provides clear standards for supportive and transitional housing consistent with State law, promotes their orderly integration while maintaining health and safety protections, preserves the City's lodging inventory by restricting hotel and motel conversions to appropriate zones, and establishes procedures for planning applications to improve efficiency and prevent the accumulation of inactive and abandoned project files.

**(c) The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).**
Code Amendment No. 26-01 is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA applies only to projects with the potential to cause a significant effect on the environment. The proposed code amendment consists solely of text amendments to the Development Code and would not directly result in any physical change to the environment.

**GENERAL PLAN CONSISTENCY**
The proposed code amendment is consistent with the following General Plan Policies:
Our Prosperous Community Policy P2.1: Maintain and enhance the City's current tax base
Our Prosperous Community Policy P2.6 - Create a diversity of housing options.
Our Well Planned Community Policy P3.3 – New growth will complete, enhance, and reinforce the form and character of the unique West Covina neighborhoods, districts, and corridors.

**LEGAL REVIEW:**
The City Attorney's Office has reviewed the proposed ordinance and approved it as to form.

**OPTIONS:**
The City Council has the following options:

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

**ENVIRONMENTAL REVIEW:**

Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the ordinance is exempt from CEQA pursuant to Section 15061(b)(3), because it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment. The ordinance consists solely of text amendments to the Development Code and does not authorize or approve any specific development project.

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## Fiscal Impact

**FISCAL IMPACT:**

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

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## Attachments

Attachment No. 1 - Ordinance No. 2540

Attachment 2 - Planning Commission Meeting Minutes for April 28, 2026

**ATTACHMENT NO. 1**

# ORDINANCE NO. 2540

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 26-01, AMENDING CHAPTER 26 (ZONING) OF THE WEST COVINA MUNICIPAL CODE TO ESTABLISH REASONABLE DEVELOPMENT STANDARDS FOR SUPPORTIVE AND TRANSITIONAL HOUSING, UPDATE THE LAND USE TABLE REGARDING HOTEL AND MOTEL CONVERSIONS, AND ESTABLISH CRITERIA FOR THE AUTOMATIC WITHDRAWAL OF INACTIVE OR INCOMPLETE PLANNING APPLICATIONS**

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

**WHEREAS**, the City has identified the need to amend Chapter 26 (Zoning) of the West Covina Municipal Code to clarify and establish reasonable development standards for supportive housing and transitional housing, and to update the applicable land use regulations for consistency with State housing law; and

**WHEREAS**, the proposed amendments are intended to create clear and objective development standards for supportive and transitional housing, while ensuring such uses are regulated in a manner consistent with State law and compatible with surrounding development; and

**WHEREAS,** it has been determined that the preservation of the City's lodging and hospitality inventory is essential to the local economy and the availability of transient occupancy tax revenue, and that it is necessary to update the land use tables to prohibit the conversion of hotels and motels to other uses within certain mixed-use zones; and

**WHEREAS**, establishing clear criteria and procedures for deeming incomplete planning applications withdrawn will promote administrative efficiency, ensure the timely processing of land use entitlements, and prevent the accumulation of inactive project files; and

**WHEREAS,** on April 28, 2026, the Planning Commission conducted a duly noticed public hearing as prescribed by law to consider the proposed amendments, gave all persons interested therein an opportunity to be heard, and voted to recommend the City Council's approval and adoption of the Code Amendment; and

**WHEREAS,** on June 2, 2026, the City Council conducted a duly noticed public hearing as prescribed by law on this Ordinance; and

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

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

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

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

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

**SECTION 3.** Notice and Opportunity to Comment. The City Council finds that agencies and interested members of the public have been afforded ample notice and opportunity to comment on Code Amendment No. 26-01.

**SECTION 4.** General Plan Consistency. Based on the evidence presented, Code Amendment No. 26-01 is found to be consistent with the City's General Plan.

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

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

The proposed amendment establishes a uniform set of standards for supportive and transitional housing, directly implementing the Housing Element of the General Plan by removing barriers to housing for special needs populations and ensuring compliance with State law (including Government Code Section 65583). Furthermore, by prohibiting the conversion of existing lodging facilities into non-hospitality uses, the amendment protects the Economic Development Element by preserving the City's commercial tax base and transient occupancy tax revenues. The

introduction of automatic withdrawal criteria for inactive applications ensures the administrative procedures within Chapter 26 remain streamlined and consistent with the City's goal of efficient governance.

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

The proposed amendment serves the public interest by providing clear, objective development standards for housing that offers essential services, health support, and stability to vulnerable residents. Simultaneously, it protects the community's economic health and "quality of place" by ensuring that hotels and motels, which are vital to local commerce and tourism, are not converted in a manner that degrades the City's hospitality inventory. Additionally, the new criteria for the withdrawal of inactive planning applications protects the public welfare by preventing abandoned projects from congesting the planning system, thereby ensuring that City staff resources are dedicated to active projects that benefit the community.

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

Code Amendment No. 26-01 is exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Code Amendment would not result in direct or indirect physical changes in the environment and does not involve any construction or additions to any existing structures.

**SECTION 6.** Code Amendment. Section 26-133 (Transitional and Supportive Housing) of the West Covina Development Code is hereby amended to add subsections (c) through (k) to read as follows:

(c) Eligibility.
- (1) One hundred percent of units (excluding managers' units) are affordable to lower income households and are or will be receiving public funding to ensure affordability of the housing to lower income Californians.
- (2) At least twenty-five percent (25%) of the units in the development or twelve (12) units, whichever is greater, are restricted to residents in supportive housing who meet criteria of the target population. If the development consists of fewer than twelve (12) units, then one hundred percent (100%) of the units, excluding managers' units, shall be restricted to residents in supportive housing.
- (3) This amount can be reduced at the request of the project owner if rental assistance or operating subsidy for the supportive housing units is terminated through no fault of the project owner; and: 1) the owner has demonstrated a good-faith effort to find other financial support; 2) the reduction in supportive housing units is the minimum

necessary to maintain financial feasibility; and 3) any change in occupancy minimizes tenant disruption and is only made following unit vacancy.

(4) If the project has more than twenty (20) units, three percent (3%) of non-residential floor area is for onsite supportive services (including, but not limited to, community rooms, case management offices, computer rooms, and community kitchens). If the project has up to twenty (20) units, at least ninety (90) square feet is for onsite services.

(d) Development standards.

The following standards regarding design, location, and development shall apply to all transitional and supportive housing:

(1) All such facilities shall maintain a scale, character, and architectural design consistent with buildings in the immediate vicinity to ensure neighborhood integration.

(2) A single controlled pedestrian entryway is required for routine ingress/egress. This entry must be located adjacent to and in full view of the resident manager's office.

(3) Exterior lighting must provide one hundred percent (100%) coverage for the entire outdoor, common, and parking areas of the property.

(4) Laundry facilities shall be provided in a location accessible to all residents of the facility. Laundry facilities must be provided in a separate room at the ratio of one (1) washer and one (1) dryer for every ten (10) units (fractional numbers round up), with at least one (1) washer and dryer per floor. Washers and dryers may be pay-per-use/coin operated.

(5) Each unit is required to provide a separate full bathroom containing a water closet, lavatory, and bathtub and/or shower.

(6) Units shall have a minimum size of one hundred fifty (150) square feet and a maximum of four hundred (400) square feet.

(7) Each unit shall accommodate a maximum of two (2) persons.

(8) Each unit must include a kitchen sink, functioning cooking appliance/stovetop, a refrigerator, and a clear working space of not less than thirty (30) inches. Appliances and fixtures shall be maintained in working order at all times.

(9) The facility and every unit shall comply with all ADA accessibility requirements.

(10) Each facility shall provide on-site refuse, recycling, and organics storage areas, within enclosures of sufficient size and number to accommodate the solid waste generated by the use, as determined by the Community Development Director and the City's franchised solid waste service provider. Enclosures shall be designed to accommodate the number, size, and type of containers required for collection service and be in compliance with the City's guidelines for trash collection, including Chapter 12 of this Code.

(11) Manager(s) of the transitional or supportive housing facility must reside on-site.

(e) Operational standards.

(1) A minimum of two (2) pay telephones, or other similar devices acceptable to the Community Development Director, shall be provided in the facility.

(2) The facility shall provide a twenty-four (24)-hour on-site manager.
(3) A management plan shall be submitted for review and approval, and shall contain provisions acceptable to the Community Development Director and the City.
    (i) Childcare facilities, as applicable.
    (ii) Emergency procedures.
    (iii) Facility maintenance.
    (iv) Funding sources.
    (v) Management policies.
    (vi) Rental procedures and policies.
    (vii) Residency requirements and regulations.
    (viii) Screening of residents to ensure compatibility with services provided at the facility.
    (ix) Security programs and features.
    (x) Services, training, counseling, and treatment programs for residents of the facility, including services to assist residents obtain permanent shelter.
    (xi) Staffing needs.
    (xii) Staff training.
    (xiii) Tenant responsibilities.
    (xiv) Facility rules.

(f) Annual report required.
Each facility shall be subject to annual review by the City, including a review of management services. The permit grantee shall be responsible for filing an annual report to the City which includes the range of monthly rents, average length of tenancy, range of monthly income of residents, occupancy rates, number of families served, the number of vehicles owned by residents, and services provided at the facility.

(g) Changes to the management plan.
Any proposed revisions to the management plan shall be subject to the review and approval of the Community Development Director. Substantive changes to the plan, as defined by the Community Development Director, shall be referred to the Planning Commission for consideration and action.

(h) Application submittal requirements
An application for a Supportive or Transitional Housing Permit shall be submitted to the Department of Community Development on forms prescribed by the Community Development Director. The application shall not be deemed complete for processing until all required fees are paid and all items listed in this Section are provided.

(i) General submittal requirements (all applications).
In addition to standard architectural and engineering submittals (including but not limited to site plans, floor plans, elevations, and grading plans), each application shall include:

(1) Verification of site control: The applicant shall provide written documentation demonstrating legal site control in a form consistent with 25 California Code of Regulations Section 8303.
(2) Comprehensive project proforma: A multi-year financial proforma demonstrating long-term operational and fiscal viability. The proforma must include:
    a. Anticipated revenue based on applicable deeply low, extremely low, or very low-income levels.
    b. Projected costs for the designated supportive services provider.
    c. Budgeted allocations for ongoing maintenance, security, and capital improvement reserves.
(3) Supportive services and operations plan: A detailed narrative outlining the management and service model, including:
    a. Identification of the service provider and evidence of applicable state/local licensure or certifications.
    b. Minimum qualification standards for on-site staff and case managers.
    c. A draft management plan detailing the facility's operational standards.
(4) Supplemental requirements for hotel and motel conversions. Applications filed pursuant to Section 26-135 (Hotel and Motel Conversions for Affordable Housing) of the Development Code shall, in addition to any requirements listed above, provide the following:
    a. Tenant Audit and Relocation Plan: A comprehensive audit of current occupants to identify any individuals or families who have occupied the site for thirty (30) consecutive days or more.
    b. Evidence of Relocation Compliance: A formal plan demonstrating compliance with the California Relocation Assistance Act, Tenant Protection Act, and any applicable state and local requirements, including a description of the relocation benefits, advisory services, and assistance to be provided to eligible displaced occupants.
    c. Physical Needs Assessment (PNA): For conversions of existing structures, a PNA conducted by a qualified professional identifying required immediate and long-term repairs to ensure the facility meets all residential habitability and ADA standards.

(j) Review authority and appeals.
(1) The Community Development Director shall approve an application that complies with the objective development and operational standards of this Chapter through a ministerial process. No discretionary review, public hearing, or CEQA analysis is required, provided the project meets the eligibility criteria of Government Code Section 65650 et seq.
(2) The Community Development Director shall issue a written determination of approval or denial within 60 days of the application being deemed complete. The Community Development Director's decision is final and may only be appealed to the Planning Commission on the limited grounds that the project does not meet the objective standards set forth in this Chapter. In accordance with State law, the

appellate body shall not exercise discretion regarding the use, density, or subjective design elements of the project.

(k) Administrative guidelines.
The Community Development Director may establish written administrative guidelines to implement the requirements of this Section and may amend such guidelines from time to time.

**SECTION 7.** Code Amendment. Section 26-51, Table 2-12 (Uses and Permit Requirements) of the West Covina Development Code is hereby amended to reflect that hotel and motel conversions are conditionally allowed, requiring a Conditional Use Permit (CUP), in areas zoned as Regional Mixed Use (RMU).

| **Uses and Permit Requirements for Mixed Use Zones** | **Zones** | | | | | |
|---|---|---|---|---|---|---|
| **Use Type** | **OPMU** | **NMU** | **RMU** | **SMU** | **M-1** | **Special Regulations** |
| Hotel and Motel Conversions | | | CUP | | | Section 26-135 |

**SECTION 8.** Code Amendment. Section 26-182 (Application Forms and Materials) of the West Covina Development Code is hereby deleted in its entirety and replaced with a new Section 26-182 (Application Forms and Materials) to read as follows:

Sec. 26-182. - Application forms and materials.

(a) Application requirements. The Community Development Director or their designee shall prepare and maintain application forms and submittal requirement checklists specifying the information required for each type of application subject to the Development Code. The Director may require supporting materials necessary to evaluate the application, including, but not limited to, statements, photographs, plans, drawings, renderings, models, material samples, contextual drawings, massing diagrams, site history information, and other materials necessary to describe existing conditions, the proposed project, and to determine the appropriate level of environmental review pursuant to the California Environmental Quality Act.

(b) Incomplete applications; resubmittal deadline. If the City determines that an application is incomplete pursuant to the Permit Streamlining Act, the applicant shall submit the information and materials identified in the City's written determination of incompleteness within one hundred eighty (180) days from the date of such determination, unless a different time period is specified by the Director.

(c) Failure to respond; application deemed withdrawn. If the applicant fails to submit the requested materials within the time period specified above, the application shall be deemed withdrawn without further action by the City.

(d) Extensions. The Community Development Director may grant one (1) extension of up to ninety (90) days, upon written request by the applicant submitted prior to the expiration of the resubmittal deadline. The request shall include justification for the extension and an anticipated resubmittal date.

(e) New application required. Following withdrawal of an application, any further consideration of the project shall require the submittal of a new application, including applicable fees, plans, and materials, and shall be subject to the regulations in effect at the time of resubmittal.

**SECTION 9.** CEQA. Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the City Council finds and determines that the Ordinance is exempt from CEQA under Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Ordinance would not result in direct or indirect physical changes in the environment and does not involve any construction or additions to any existing structures.

**SECTION 10.** 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 11.** Certification. The City Clerk shall certify passage of this Ordinance and shall cause the same to be published as required by law.

**SECTION 12.** Effective Date. This Ordinance shall take effect and be in force on the 31st day after the date of its passage.

**PASSED, APPROVED AND ADOPTED** this _____ day of _____, 2026.

_____
Letty Lopez-Viado
Mayor

**APPROVED AS TO FORM**

Thomas P. Duarte
City Attorney

**ATTEST**

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2540 was introduced at a regular meeting of the City Council held on the 2nd day of June, 2026, and adopted at a regular meeting of the City Council held on the ____ day of _____, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

# MINUTES
# REGULAR MEETING OF THE PLANNING COMMISSION
# CITY OF WEST COVINA
# Tuesday, April 28, 2026

The regular meeting of the Planning Commission was called to order at 7:00 p.m. in the West Covina City Council Chambers, 1444 West Garvey Avenue, West Covina, California.

## MOMENT OF SILENT PRAYER/MEDITATION

## PLEDGE OF ALLEGIANCE

Commissioner Castellanos Led the Pledge of Allegiance.

## ROLL CALL

| | |
|---|---|
| Present: | Heng, Reyes, Lewis, Becerra |
| Absent: | Castellanos |
| Council Members: | Cervantes, Rivera, Laymon, Mehta, Anderson |

## APPROVAL OF MINUTES

1. Regular meeting, March 24, 2026

   The minutes were approved as presented.

## ORAL COMMUNICATIONS

This is the time when any member of the public may speak to the Commission on any matter within the scope of duties assigned to the Commission relating to non-agendized or consent calendar items. Other matters included on this agenda may be addressed when that item is under consideration. For all oral communications, the chairperson may impose reasonable limitations on public comments to assure an orderly and timely meeting. The Ralph M. Brown Act limits the Planning Commission and staff's ability to respond to public comments at this meeting. Thus, your comments may be agendized for a future meeting or referred to staff. The Commission may ask questions for clarification, if desired, at this time.

By policy of the Commission, Oral Communications at this time on the agenda is limited to a total of 15 minutes.

## 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 Planning Commission request specific items to be removed from the Consent Calendar for separate discussion or action.*

**NONE**

## PUBLIC HEARINGS

2. **GENERAL PLAN AMENDMENT NO. 25-01**
**ZONE CHANGE NO. 25-01**
**PRECISE PLAN NO. 25-01**
**TENTATIVE TRACT MAP NO. 004618**
**TREE PERMIT NO. 25-10**

**CEQA MITIGATED NEGATIVE DECLARATION**
**APPLICANT:** Louisa Feletto, Meritage Land Company
**LOCATION:** 1501 W. Del Norte Street
**REQUEST:** The applicant is requesting approval of a General Plan amendment, zone change, precise plan, and tentative tract map to construct 34 single-family detached homes, 198 attached townhomes, for a total of 232 residential units. The project includes attached garages, internal drive aisles, common open space, guest parking spaces, and other associated incidental improvements on a 13.62-acre site. A tree removal permit is required to remove one significant tree on the site. The applicant is proposing to donate 1.45 acres on the northeast section of the property to the City for park purposes.

The project also involves a request for a General Plan Amendment to change the general plan land-use designation from Civic: Schools to Neighborhood Medium Density and Parks and Open Space. In addition, the project involves a Zone Change to change the zoning from Single Family Residential (R-1) to Specific Plan No. 33 (Del Norte Specific Plan) and Open Space (O-S).

Contract Planner Jeff Anderson presented the staff report.

Chair Becerra opened the public hearing.

The applicant, Louisa Feletto, representing Meritage Homes, delivered a presentation and thanked City staff for their collaboration throughout the process. She concluded her presentation and offered to answer questions from Commission.

PROPONENTS:
3 residents spoke in favor.

OPPONENTS:
6 residents spoke in opposition.

Residents spoke in favor of the project, highlighting the applicant's revisions, reduced density, and return of the baseball field, while asking how impact fees would benefit the area; opponents raised concerns about traffic, parking, safety, and density, questioned neighborhood impacts and public noticing, and urged the City to add traffic calming, manage parking, improve design features, and ensure project funds directly benefit the local community.

The applicant addressed concerns, outlined required project fees, and supported keeping funds within District 1 if feasible. She confirmed traffic calming and safety measures are included and invited the traffic consultant to speak. The traffic consultant explained the proposed traffic calming strategies and addressed traffic related concerns.

Chair Becerra opened the floor for Commissioners' questions to the applicant and traffic consultant.

Commissioner Lewis raised questions on parkland interest, Del Norte sidewalk improvements, CC&R garage requirements, disclosure of adjacent uses, irrigation/utility coordination for future park use, ballfield design for younger users, and feasibility of partial undergrounding and streetlight service on Nora and Del Norte.

Commissioners discussed the project with the traffic consultant and applicant. The traffic consultant

confirmed the developer will fund impact fees toward a future traffic signal at Roland to improve safety and circulation. The housing program includes a 10% set-aside with $15,000 assistance per unit; commissioners noted affordability concerns given the $600K–$800K price range. The park/ball field will remain, with coordination with the school district for safety, and the project includes 66 guest parking spaces in compliance with code.

Chair Becerra closed public hearing after discussion.

Commissioner Lewis and staff held a discussion regarding SB 330 fees.

The public hearing was reopened to allow the applicant to speak on SB 330. Commissioners raised concerns regarding parking. The applicant stated that buyers are informed of parking limitations at the time of purchase.

Commissioner Lewis requested and received clarification from the City Attorney regarding additional public comment. The Commission's discretion was confirmed, and limited testimony was allowed.

Chair Becerra reopened the public hearing with a one-minute limit per speaker.

Six residents provided public comment on fees, parking, traffic, and drainage. The applicant responded to the comments, and the public hearing was then closed.

Commissioner Lewis requested clarification on Housing Element inclusion; staff confirmed the site was not included.

The Commissioners discussed potential recommendations including parking, traffic, sidewalks, field improvements, CC&R, and utility underground.

Commissioner Lewis motioned to not recommend approval by City Council. This motion failed.

A new Motion by Chair Becerra, seconded by Commissioner Heng, to recommend approval to the City Council, subject to additional conditions addressing improvements to the baseball field, increase in guest parking, address traffic issues, underground utilities, and modification to garage parking in CC&R's to the extent feasible and lawful.

Motion passed 3–1 Lewis, with Castellanos absent.

3. **CODE AMENDMENT NO. 26-01**
**CEQA GENERAL EXEMPTION**
**LOCATION:** Citywide
**REQUEST:** The Project includes amendments to Chapter 26 (Development Code) of the West Covina Municipal Code to establish objective and reasonable development standards for supportive housing and transitional housing, amend the land use regulations to limit hotel and motel conversions to the Regional Mixed Use (RMU) zone, and amends the procedures for processing Planning applications, including the establishment of resubmittal deadlines. The proposed code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3).

Deputy Community Development Director Cervantes presented the staff report for Code Amendment No. 26-01, proposing updates to Chapter 26 to establish standards for supportive and transitional housing, regulate hotel/motel conversions, and implement application processing deadlines. Staff recommended adoption of the resolution and CEQA exemption.

There was a discussion by the Commission and staff. Clarification was provided that the amendment does not change State-permitted uses but adds objective standards and identifies hotel conversions in the code.

Chair opened the public hearing.

PROPONENTS:
NONE

OPPONENTS:
NONE

Chair closed the public hearing.

Motion by Lewis, seconded by Reyes, to adopt the resolution recommending City Council approval of Code Amendment No. 26-01, with a modification requiring hotel/motel conversions in RMU zones to be subject to a Conditional Use Permit (CUP), where allowed. Motion passed 4-0 (Castellanos absent) and will be forwarded to City Council.

**NON-HEARING ITEMS**

4. Fiscal Year 2026-27 Capital Improvement Program Finding of Conformance with the General Plan.

   Deputy Community Development Director Cervantes introduced the item, and CIP Project Manager Roberto presented the Fiscal Year 2026–2027 Capital Improvement Program (CIP), requesting a finding of conformance with the General Plan. Staff recommended approval.

   There was a discussion by the Commission and staff regarding specific projects, including signage, drainage, and carryover items.

   Motion by Lewis, seconded by Heng, to find the CIP in conformance with the General Plan, with noted exceptions and modifications. Motion passed 4–0, with Castellanos absent.

***TEN-DAY APPEAL PERIOD: Actions taken by the Planning Commission that are not recommendations to the City Council will become final after ten (10) calendar days unless a written appeal with the appropriate fee is lodged with the City Clerk's Office before close of business on the tenth day.***

**COMMISSION REPORTS/COMMENTS AND MISCELLANEOUS ITEMS**

This is the time when any member of the Commission may bring a matter to the attention of the full Commission that is within the scope of duties assigned to the Commission. Any item that was considered during the Agenda is not appropriate for discussion in this section of the agenda. NO COMMISSION DISCUSSION OR ACTION CAN BE CONSIDERED AT THIS TIME. If the Commission desires to discuss an issue raised by a speaker or take an action, the Commission may vote to agendize the matter for a future meeting.

NONE

**COMMUNITY DEVELOPMENT DIRECTOR'S REPORT**

Deputy Community Development Director Cervantes provided updates on upcoming City events, including a free compost giveaway May 2 at City Yard, a landscaping workshop May 9 at Cortes Park Community and Senior Cente, a Memorial Day celebration with luncheon May 25 at Civic Center, and the City’s first Electric Boba Festival and Night Market May 30 at Civic Center. He also announced that Maria will be leaving her position for another city and was thanked for her service.

Commissioner Reyes was introduced and briefly shared his background in small business ownership and real

estate, emphasizing transparency, accountability, and community-focused decision-making.

The meeting was adjourned in memory of Francis Griffith and Dave Stewart, both recognized for their contributions to the West Covina community and public service.

**CITY COUNCIL ACTION**

This is an oral presentation of City Council matters and actions, which are in the Commission's area of interest.

NONE

**ADJOURNMENT**

Chair Becerra adjourned the meeting at 10:45 p.m.

Respectfully submitted:
Norma Villalobos
Administrative Assistant II

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 2, 2026

**TO:** Mayor and City Council

**FROM:** Milan Mrakich, Acting City Manager

**SUBJECT:** **CONSIDERATION OF ADOPTION OF ORDINANCE NO. 2539 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING BY REFERENCE PORTIONS OF TITLE 10 (ANIMALS) OF THE LOS ANGELES COUNTY CODE OF ORDINANCES RELATING TO SPAY AND NEUTER AND MICROCHIPPING REQUIREMENTS AND AMENDING CHAPTER 6 (ANIMALS AND FOWL) OF THE WEST COVINA MUNICIPAL CODE**

## RECOMMENDATION:

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

1. Conduct a public hearing regarding Ordinance No. 2539.
2. Adopt the following ordinance:

**ORDINANCE NO. 2539 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING BY REFERENCE PORTIONS OF TITLE 10 (ANIMALS) OF THE LOS ANGELES COUNTY CODE OF ORDINANCES RELATING TO SPAY AND NEUTER AND MICROCHIPPING REQUIREMENTS AND AMENDING CHAPTER 6 (ANIMALS AND FOWL) OF THE WEST COVINA MUNICIPAL CODE**

## BACKGROUND:

On April 1, 2025, Mayor Pro Tem Cantos requested that City staff explore the options/cost of requiring spaying and neutering and/or the microchipping of pets.

At its February 17, 2026 meeting, the City Council provided direction to staff to return with a proposed ordinance requiring the spaying, neutering, and microchipping of pets.

## DISCUSSION:

On April 21, 2026, the City Council introduced Ordinance No. 2539 for first reading. The staff report from the April 21, 2026 Council meeting is included as Attachment No. 1.

The proposed ordinance would amend the City's existing adoption of Title 10 of the Los Angeles County Code of Ordinances to expressly adopt provisions of Title 10 related to mandatory spaying, neutering, and microchipping of animals.

Staff recommends that the City Council conduct a public hearing and then adopt Ordinance No. 2539.

The Ordinance will take effect on the 31st day following adoption, on or about July 3, 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 alternate direction.

**Prepared by:** Roxanne E. Lerma, Assistant City Manager

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**Attachments**

Attachment No.1- 4.21.26 Staff Report

Attachment No. 2 - Ordinance No. 2539

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety
A Creative and Active Community
A Well-Planned Community

**AGENDA ITEM NO. 8**

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** April 21, 2026

**TO:** Mayor and City Council

**FROM:** Milan Mrakich, Acting City Manager

**SUBJECT:** **CONSIDERATION OF INTRODUCTION OF ORDINANCE NO. 2539 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING BY REFERENCE PORTIONS OF TITLE 10 (ANIMALS) OF THE LOS ANGELES COUNTY CODE OF ORDINANCES RELATING TO SPAY AND NEUTER AND MICROCHIPPING REQUIREMENTS AND AMENDING CHAPTER 6 (ANIMALS AND FOWL) OF THE WEST COVINA MUNICIPAL CODE**

## RECOMMENDATION:

It is recommended that the City Council introduce for first reading, by title only, the following ordinance, and schedule a public hearing for May 19, 2026 regarding the adoption thereof:

> **ORDINANCE NO. 2539 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING BY REFERENCE PORTIONS OF TITLE 10 (ANIMALS) OF THE LOS ANGELES COUNTY CODE OF ORDINANCES RELATING TO SPAY AND NEUTER AND MICROCHIPPING REQUIREMENTS AND AMENDING CHAPTER 6 (ANIMALS AND FOWL) OF THE WEST COVINA MUNICIPAL CODE**

## BACKGROUND:

At the City Council Meeting of April 1, 2025, Mayor Pro Tem Cantos requested that City staff explore the options/cost of requiring spaying and neutering and/or the microchipping of pets.

At its meeting of February 17, 2026, the City Council received a staff report titled “Direction for Spaying, Neutering, and/or Microchipping of Pets” and provided direction to staff to return with a proposed ordinance requiring the spaying, neutering, and microchipping of pets. The City Council further directed staff to research similar regulations adopted by other jurisdictions, identify available low-cost veterinary service providers, outline public education and outreach strategies, and develop enforcement mechanisms to ensure compliance with pet licensing requirements.

## DISCUSSION:

The City of West Covina contracts with the County of Los Angeles Department of Animal Care and Control to provide comprehensive animal control services, including animal sheltering, field services, inspections, and pet licensing. As required by the agreement with the County, the City has adopted Title 10 (Animals) of the Los Angeles County Code of Ordinances by reference as its Animal Control Ordinance into Chapter 6 of the West Covina Municipal Code, with certain amendments set forth in Chapter 6. Section 6-5 of Chapter 6 sets forth the City's amendments to Title 10, including Section 6-5(b), which expressly excludes from the City's adoption of Title 10 Part 4 (Mandatory Spay and Neuter Program for Dogs and Cats), and Section 6-5(e), which expressly excludes from the City's adoption of Title 10 Section 10.20.185 (Microchipping). Consistent with these provisions, the mandatory spay and neuter and microchipping requirements of Title 10 have historically not been enforced in West Covina.

The proposed ordinance would amend the City’s existing adoption of Title 10 to expressly include provisions that were previously excluded, specifically those related to mandatory spaying, neutering, and microchipping of animals. In conjunction with these regulatory changes, the City would implement a comprehensive public education and outreach strategy to inform residents of the new requirements, the benefits of responsible pet ownership, and available resources. Outreach efforts may include informational campaigns through the City’s website and social media platforms, utility bill inserts, community workshops, partnerships with local veterinarians and animal welfare organizations, and multilingual materials to ensure accessibility across the community.

Under Title 10 of the Los Angeles County Code, all dogs and cats over four months of age are required to be spayed or neutered, and all dogs and cats must be microchipped pursuant to Sections 10.20.350 and 10.20.185. These regulations are intended to reduce pet overpopulation and the associated costs of sheltering, adoption, and euthanasia, and are enforced by the County of Los Angeles Department of Animal Care and Control. To support effective implementation within West Covina, the City would coordinate with the County to establish clear enforcement mechanisms, which may include administrative citations, graduated penalties for non-compliance, and integration of compliance checks into existing animal control services such as licensing and field inspections.

Staff recommends that the ordinance become effective on July 1, 2026, to align with the City’s Fiscal Year 2026–2027 contract year with the County of Los Angeles Department of Animal Care and Control, ensuring consistency in service delivery, enforcement, and administrative coordination.

To facilitate compliance, the City may assist residents by promoting low-cost spay/neuter and microchipping services, coordinating periodic vaccination and licensing clinics, and exploring partnerships or subsidy programs for qualifying households. The City may also enhance pet licensing compliance by improving access to licensing services, offering online registration options, and conducting targeted outreach and reminders to pet owners regarding licensing requirements and deadlines.

A number of neighboring cities have adopted mandatory spay and neuter ordinances, including the City of Walnut, the City of Industry, the City of Azusa, the City of El Monte, and the City of Baldwin Park.

In addition to amending Chapter 6 of the West Covina Municipal Code to expressly adopt the spay and neuter and microchipping provisions of Title 10 of the Los Angeles County Code, the proposed ordinance also revises Section 6-7 regarding penalty provisions and adds a new Section 6-9 regarding administrative citations. These revisions mirror provisions contained in Title 10.

The California Government Code (Section 50022.1 et seq.) sets forth the requirements for adopting another ordinance or code by reference. Pursuant to such requirements, after first reading of the title of the adopting ordinance, the City Council is required to schedule a public hearing. Because the proposed ordinance would adopt portions of Title 10 that were not previously adopted, staff recommends following the requirements set forth in the California Government Code. Therefore, if the Council introduces Ordinance No. 2539, staff recommends that the City Council schedule the public

hearing for May 19, 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 alternate direction.

**Prepared by:** Roxanne E. Lerma, Assistant City Manager

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**Attachments**

Attachment No. 1 - Ordinance No. 2539

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety
A Creative and Active Community
A Well-Planned Community

**ATTACHMENT NO. 2**

**ORDINANCE NO. 2539**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING BY REFERENCE PORTIONS OF TITLE 10 (ANIMALS) OF THE LOS ANGELES COUNTY CODE OF ORDINANCES RELATING TO SPAY AND NEUTER AND MICROCHIPPING REQUIREMENTS AND AMENDING CHAPTER 6 (ANIMALS AND FOWL) OF THE WEST COVINA MUNICIPAL CODE**

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

**WHEREAS,** the City of West Covina ("City") contracts with the County of Los Angeles ("County") for the provision of animal care and control services; and

**WHEREAS,** pursuant to the City's agreement with the County, the City adopted by reference Title 10 (Animals) of the Los Angeles County Code of Ordinances ("Los Angeles County Code") into Chapter 6 (Animals and Fowl) of the West Covina Municipal Code, with the exception of spay and neuter and microchipping provisions; and

**WHEREAS,** the City's amendments to Title 10 of the Los Angeles County Code are set forth in Section 6-5 (Amendments) of Chapter 6 of the West Covina Municipal Code; and

**WHEREAS,** subsection (b) of Section 6-5 currently states that Part 4 (Mandatory Spay and Neuter Program for Dogs and Cats) of Title 10 is excluded from the City's adoption of Title 10 and shall not be enforced within the City; and

**WHEREAS,** subsection (e) of Section 6-5 currently states that Section 10.20.185 (Microchipping) of Title 10 is excluded from the City's adoption of Title 10 and shall not be enforced within the City; and

**WHEREAS,** the City Council desires to have the County enforce the spay and neuter and microchipping provisions of Title 10; and

**WHEREAS,** the City Council desires to expressly adopt the County's spay and neuter and microchipping provisions by reference and to amend Section 6-5 to delete subsections (b) and (e) accordingly; and

**WHEREAS,** it is the intent of the City Council that Chapter 6 of the West Covina Municipal Code adopt by reference Title 10 of the Los Angeles County Code in its entirety; and

**WHEREAS,** the City Council further desires to amend Section 6-7 (Penalty for violation) and add a new Section 6-9 (Administrative citations); 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.** Adoption by Reference. The City of West Covina adopts by reference Section 10.20.185 (Microchipping of Dogs and Cats Required) of Part 1 (Licensing) and Part 4 (Mandatory Spay and Neuter Program for Dogs and Cats) of Chapter 10.20 (Dogs, Cats, and Service Animals) of Title 10 of the Los Angeles County Code.

**SECTION 3.** Amendment to Section 6-5 of Chapter 6. Section 6-5 (Amendments) of Chapter 6 (Animals and Fowl) of the West Covina Municipal Code is hereby amended to read as follows:

Sec. 6-5 - Amendments.

(a) Whenever Title 10 makes reference to the County of Los Angeles or to the unincorporated areas of the County of Los Angeles, such area shall be deemed to include within its corporate limits the City of West Covina.

(b) Section 10.90.010 of Title 10 is amended to reflect the city's license fees, as they may be amended from time to time.

(c) Section 10.20.038 (Residential dogs and cats—Limitations) is deleted in its entirety and replaced as follows:

10.20.038. Residential dogs and cats—Limitations.

A. Dogs. It is unlawful to keep more than three (3) dogs at any residence without an animal facility license. Each dog must be licensed. For purposes of this section, a service dog licensed under section 10.20.090 and serving a person who is disabled within the meaning of California Government Code section 12926 subsection (i) or (j) is not counted toward the number of dogs kept or maintained.

B. Cats. It is unlawful to keep more than four (4) cats at any residence without an animal facility license. Cat licensing is optional but recommended.

(d) Section 10.04.050 (Powers of Deputies) is deleted in its entirety and replaced as follows:

10.04.050 Designated Officers.

A power granted to or a duty imposed upon the Director or other public officer may be exercised or performed by any officer or employee of the Department designated by the Director.

(e) Section 10.04.065 (Fees for Services) is deleted in its entirety and replaced as follows:

10.04.065 Fees for Services.

The fees and costs for animal-related services will be determined annually by the city, and will be posted in each animal care center and on the Department's website.

(f) Section 10.08.100 (Department) is deleted in its entirety and replaced as follows:
10.08.100 Department.

"Department" means the organization or entity designated by the city council as the city's animal control enforcement agency.

(g) Section 10.08.110 (Director) is deleted in its entirety and replaced as follows:

"Director" means the director of the city's designated animal control enforcement agency.

**SECTION 4.** Amendment to Section 6-7 of Chapter 6. Section 6-7 (Penalty for violation) of Chapter 6 (Animals and Fowl) of the West Covina Municipal Code is hereby amended to read as follows:

Sec. 6-7. - Penalty for violation.

Any person violating any of the provisions of this chapter is guilty of an infraction, except as set forth herein.

A. An owner or custodian of a dog who allows a dog to be uncontrolled or at large on public property, on the private property of another person, or on common areas of private property is guilty of a misdemeanor if the dog injures a person or a domestic animal or livestock.

B. Any person, firm, association or corporation violating any of the provisions of Division 2 (Animal Health) of Title 10 shall be deemed guilty of a misdemeanor.

C. Any person, firm or corporation who violates any of the provisions of Chapter 10.72 (Animal Disease Reports) of Division 3 of Title 10 is guilty of a misdemeanor.

**SECTION 5.** Amendment to Chapter 6. Chapter 6 (Animals and Fowl) of the West Covina Municipal Code is hereby amended to add a new Section 6-9 to read as follows:

Sec. 6-9. - Administrative citations.

A. Violations. The Department may enforce violations of the ordinances listed in subsection B as administrative citations in lieu of criminal prosecution subject to the following fines:

1. First violation: Fine of up to $100;

2. Second violation of the same section of Title 10 within the preceding 12 months: Fine of up to $250;

3. Third violation of the same section of Title 10 within the preceding 12 months: Fine of up to $500;

4. Each additional violation of the same section of Title 10 within the preceding 12 months: Fine of up to $500.

B. Provisions subject to administrative citations. A written Notice of Violation and Administrative Fine ("Notice") will be served on a person who has violated one of the following code sections:

1. Section 10.20.030: License—Required—Fees and Other Charges;

2. Section 10.20.180: Tag to Be Worn by Animal;

3. Section 10.20.185: Microchipping of Dogs and Cats Required;

4. Section 10.20.220: Vaccination Requirements;

5. Section 10.20.350: Mandatory Spaying and Neutering of Dogs and Cats;

6. Section 10.28.060: License—Required for Certain Activities and Animals—Certain Animals Exempt;

7. Section 10.32.010: Dogs at Large;

8. Section 10.38.010: Keeping of Roosters; or

9. Section 10.40.060: Animal Noise.

C. Notice of violation. The Notice must contain the following information: the code section violated; a description of the code violation; the name of the employee who issued the citation; the amount of the fine; the procedure to pay the fine; the date by which the violation must be corrected; and the procedures for requesting administrative review to contest the imposition of the administrative fine. A violator seeking administrative review of the imposition of the administrative fine may submit a request for hardship waiver form, signed under penalty of perjury, to the Department within 10 calendar days after the citation is issued.

D. Service of notice of violation and administrative fine. The Department will serve the Notice on the violator by personal delivery or by first class mail, postage prepaid, at the last known address of the violator.

E. Payment. The Notice is the final administrative order of the city, unless the violator requests administrative review to contest the imposition of the administrative fine. The fine is due and payable to the Department within 30 calendar days after the Notice is served on the violator, as set forth above, or within 30 calendar days after a waiver for hardship is denied, whichever is later. The payment may be made in person or by mail to the address specified on the citation. Failure to pay the full amount of the fine within 30 days after the Notice is served will result in the imposition of the administrative citation delinquency fee of $50.

F. Correction of code violation. Payment of the administrative fine does not excuse the violator from correcting the code violation. A further notice of violation may be issued and other action may be taken as authorized in this chapter, or other applicable law, if the violation is not corrected by the compliance date.

G. Request for administrative review. A violator served with a Notice may contest the imposition of and/or amount of the fine by requesting that the matter be reviewed by declaration or at a hearing. The request must be made in writing on a Request for Administrative Review form (“Request”) provided by the Department and must be received by the Department within 30 calendar days after the Notice has been served on the violator, as set forth above. The Request must also include the basis for contesting the fine and any evidence to be considered. A check payable to the Department, in the amount of the administrative fine (deposit), must be included with the Request.

H. Administrative review procedures.

1. Review by declaration.

   a. Documentary and other evidence, including a declaration under penalty of perjury, may be submitted with the Request.

   b. Upon receipt of the Request, the Department will notify the complaining party of the review requested by the violator. The complaining party may supplement the previously submitted complaint with additional evidence.

   c. The Department will assign an employee (other than the citing officer or anyone junior to the citing officer) to review the evidence. The reviewing employee will mail the decision to the complaining party and to the violator ("the parties") within ten days after the decision is made.

2. Review by hearing.

   a. Hearing date and continuance. A hearing will be conducted by a hearing officer (other than the citing officer or anyone junior to the citing officer) on the date, time, and place specified in the notice of hearing, which will be served by first class mail on the parties. The hearing officer has discretion to grant a continuance of the hearing date upon a request and a showing of good cause by either party. A request to continue the hearing must be made in writing to the Department and be received by the hearing officer at least two business days before the hearing date.

   b. Conduct of hearing. The violator will have an opportunity to present relevant evidence at the hearing. Failure of the violator to appear at the administrative hearing constitutes an abandonment of the hearing request and a failure to exhaust administrative remedies to judicially challenge the imposition of the administrative fine. If the administrative hearing is abandoned, the Department will keep the funds deposited with the Request. The Notice and any documentary evidence prepared by the enforcement officer or other Department employees will be accepted by the hearing officer as prima facie evidence of the code violation and the facts stated in those documents. The enforcement officer may attend the hearing at the discretion of the Department. Once begun, the hearing officer may continue the hearing from time to time, in his or her sole discretion.

   c. Decision. After considering all the evidence and testimony submitted at the hearing and within ten calendar days after the close of the hearing, the hearing officer will issue a written decision to either confirm or cancel the administrative fine or to reduce the amount of the fine. The written

decision will include a statement of the reasons for the decision, and will be served by first-class mail, postage prepaid, on the parties. The hearing officer's written decision is the final administrative decision of the Department.

d. Deposited funds. If the hearing officer confirms the imposition of the full amount of the administrative fine, the Department will keep the deposited funds. If the hearing officer cancels or reduces the administrative fine, the Department will refund the appropriate amount required within 30 calendar days from the date the written decision is mailed.

l. Judicial review of decision confirming administrative fine. A person may seek judicial review of the written decision confirming the imposition or reduction of an administrative fine by filing an appeal with the superior court in accordance with the requirements set forth in Section 53069.4 of the California Government Code; if judicial review of the written decision is not sought within the time period set forth in that statute, the hearing officer's decision is deemed final.

**SECTION 6.** Designation of Animal Control Enforcement. The City Council may designate the City's animal control enforcement agency by minute order, resolution, or by contracting with the designated animal control enforcement agency.

**SECTION 7.** 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 8.** 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 9.** 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 10.** Effective Date. This Ordinance shall become effective 30 days after its adoption.

**SECTION 11.** 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 2nd day of June, 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. 2539 was introduced at a regular meeting of the City Council held on the 21st day of April, 2026, and adopted at a regular meeting of the City Council held on the 2nd day of June, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Lisa Sherrick, CMC
Assistant City Clerk

**AGENDA ITEM NO. 11**

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 2, 2026

**TO:** Mayor and City Council

**FROM:** Milan Mrakich, Acting City Manager

**SUBJECT:** **CONSIDERATION OF ADOPTION OF CITY OF WEST COVINA POLICY REGARDING DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING MEETINGS**

## RECOMMENDATION:

Staff recommends that the City Council adopt the following resolution:

**RESOLUTION NO. 2026-52 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING AND ADOPTING A POLICY REGARDING DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING CITY COUNCIL MEETINGS**

## BACKGROUND:

The Ralph M. Brown Act (Government Code section 54950 et seq.) imposes open meeting requirements on local legislative bodies. In October 2025, Governor Newsom signed Senate Bill (SB) 707 into law. SB 707 reorganizes, clarifies, and updates various Brown Act provisions, including those governing teleconferencing, remote public participation, and meeting procedures. SB 707 applies to all legislative bodies, but certain special provisions apply only to “eligible legislative bodies,” as defined. The West Covina City Council qualifies as an “eligible legislative body” because the City is located in Los Angeles County, which has a population of more than 600,000 people.

Among other things, starting July 1, 2026, SB 707 requires the City Council to follow specific requirements for providing remote access to public participants in City Council meetings via two-way audiovisual platforms or two-way telephonic services.

## DISCUSSION:

As outlined above, by July 1, 2026, the City is required to provide for public participation in City Council meetings via telephonic or video participation. The City will meet this requirement through the use of Zoom Webinar.

In addition to providing for remote public participation in City Council meetings, by July 1, 2026, the City Council is required to adopt a policy regarding disruption of telephonic or internet service occurring during meetings. The policy is required to address the procedures for recessing and reconvening a meeting in the event of disruption and the efforts that the City Council will make to attempt to restore the

service. Pursuant to SB 707, if a disruption of telephonic or internet access that prevents members of the public from attending or observing a meeting remotely occurs during a meeting, the City Council is required to recess the open session of the meeting for at least one hour and make a good faith effort to restore the service. The City Council cannot reconvene the open session until at least one hour following the disruption, or until telephonic or internet service is restored, whichever is earlier.

The proposed policy is included as Exhibit A to the attached resolution.

SB 707 also amended the Brown Act to extend the authorization for a legislative body or its presiding officer to remove or limit participation by persons who engage in disruptive behavior to members of the public participating in a meeting remotely (California Government Code section 54957.96).

In addition to outlining the procedures for recessing and reconvening a meeting in the event of a technological disruption, the proposed policy includes a section with guidance to the City Council and staff in the event of an intentional disruption to a meeting caused by a remote public participant or group of participants.

The proposed policy provides that in the event of an actual disruption, after a first verbal warning from the Presiding Officer or the City Clerk, a disruptive remote public participant may have their microphone muted or be removed entirely from the meeting either as a last resort or because muting the participant is not available on the service being used. The policy also defines an actual disruption in accordance with relevant laws, so that the Presiding Officer and staff can distinguish between protected First Amendment speech and a disruption.

Staff recommends that the City Council adopt the resolution approving the proposed policy.

**LEGAL REVIEW:**

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

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

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**Fiscal Impact**

**FISCAL IMPACT:**

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

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**Attachments**

Attachment No. 1 - Resolution No. 2026-52

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

**ATTACHMENT NO. 1**

**RESOLUTION NO. 2026-52**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING AND ADOPTING A POLICY REGARDING DISRUPTION OF TELEPHONIC OR INTERNET SERVICE DURING CITY COUNCIL MEETINGS**

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

**WHEREAS,** the Ralph M. Brown Act (California Government Code section 54950 et seq.) ensures that meetings of legislative bodies are conducted openly and that the public has the opportunity to participate in those meetings; and

**WHEREAS,** Senate Bill 707 (2025) amended the Brown Act to require that open and public meetings of eligible legislative bodies include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform; and

**WHEREAS,** SB 707 also amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from participating remotely; and

**WHEREAS,** the City Council is an eligible legislative body; and

**WHEREAS,** the City Council desires to ensure transparency, maintain public participation, and establish clear procedures for responding to disruptions during meetings.

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

**SECTION 1.** The foregoing recitals are true and correct.

**SECTION 2.** The City Council hereby approves and adopts the Policy Regarding Disruption of Telephonic or Internet Service During City Council Meetings, attached hereto as Exhibit “A.”

**SECTION 3.** The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

**APPROVED AND ADOPTED** this 2nd day of June, 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. 2026-52 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of June, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

# EXHIBIT A

# POLICY

**CITY OF WEST COVINA**
**POLICY REGARDING DISRUPTION OF**
**TELEPHONIC OR INTERNET SERVICE DURING CITY COUNCIL MEETINGS**
(Adopted June 2, 2026)

## 1. Background

Senate Bill (SB) 707 (2025) amended the Brown Act to require that open and public meetings of eligible legislative bodies include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform. SB 707 also amended the Brown Act to require eligible legislative bodies to adopt, on or before July 1, 2026, a policy addressing how the agency will respond to disruptions in telephonic or internet service that prevent members of the public from attending or observing a meeting remotely.

## 2. Purpose

This policy establishes procedures for responding to a disruption in the telephone or internet services that provide two-way remote public access to meetings of the City Council of the City of West Covina, as required by the Brown Act (California Government Code section 54953.4). The policy also establishes procedures for responding to a member of the public who is attending a meeting through remote access services and is disrupting the meeting. The policy ensures transparency, public participation, and the continuation of meetings during disruptions.

## 3. Definitions

“Disrupting” means engaging in behavior during a meeting of the City Council that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by the City Council.

“Remote access service(s)” means the two-way telephonic service and/or two-way audiovisual platform used to provide real-time remote public attendance and observation of meetings.

“Service disruption” means any failure, outage, or other interruption that prevents members of the public from attending or observing the meeting via the remote access services.

“Two-way audio visual platform” means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.

“Two-way telephonic service” means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

## 4. Applicability

This policy applies to all open and public meetings of the City Council of the City of West Covina at which remote public participation is required under the Brown Act. Consistent with the Brown Act, this policy shall not apply to the following meetings:

a. Meetings held to attend a judicial or administrative proceeding to which the City is a party.

b. Meetings held to inspect real or personal property provided that the topic of the meeting is limited to items directly related to the real or personal property.

c. Meetings held to meet with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the City and over which the federal or state officials have jurisdiction.

d. Meetings held to meet in or nearby a facility owned by the City, provided that the topic of the meeting is limited to items directly related to the facility.

e. Meetings held in an emergency situation pursuant to California Government Code section 54956.5.

## 5. Procedures in the Event of a Service Disruption

If the Presiding Officer or City Clerk becomes aware of a service disruption:

a. The Presiding Officer or City Clerk shall immediately announce the service disruption to the public.

b. The Presiding Officer shall call for a recess of the open session and may convene the City Council in closed session, consistent with the Brown Act.

c. The recess shall last for one hour or until service is restored, whichever is sooner.

d. During the recess, City staff shall make a good faith effort to diagnose and restore the disrupted remote access services, which may include, but is not limited to:

   i. Troubleshooting platform or teleconferencing software;

   ii. Resetting or replacing audiovisual equipment;

   iii. Attempting alternative connection methods;

   iv. Contacting necessary support staff or service providers; and/or

   v. Switching to back-up equipment or platforms, if available.

e. The broadcast operator shall document the restoration efforts undertaken and provide such documentation to the City Clerk.

## 6. Reconvening the Open Session

After the expiration of one hour, if service has not been restored, the Presiding Officer or City Clerk shall report on the status of staff's efforts to restore remote access services, and the City Council may reconvene to:

a. Adjourn the meeting;

b. Extend the recess to allow staff more time to make a good faith effort to restore remote access services; or

c. Continue the open session portion of the meeting by adopting, by a roll call vote, the following or a substantially similar finding:

   "The City of West Covina has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy, and the public interest in continuing the meeting outweighs the public interest in remote public access."

Upon adoption of the finding, the City Council may continue the open session portion of the meeting despite the fact that remote access services have not been restored.

**7. Recordkeeping**

If a service disruption occurs at a City Council meeting, the City Clerk shall enter a brief statement into the meeting minutes, including the following:

a. The nature and time of the service disruption;

b. The time the meeting was reconvened (if applicable); and

c. Any finding adopted pursuant to Section 6.

The City Clerk shall also make the documentation detailing the restoration efforts undertaken provided by the broadcast operator part of the record of the meeting.

**8. Response to Members of the Public Disrupting a Meeting**

If the Presiding Officer or City Clerk becomes aware of a member of the public who is attending the meeting through remote access services and is disrupting the meeting or otherwise preventing other members of the public from attending or observing the meeting remotely or in-person:

a. The Presiding Officer or City Clerk shall warn the person who is participating through remote access services that he or she is disrupting the meeting and his or her failure to cease that behavior may result in his or her removal.

b. If the person to whom the Presiding Officer gave the above warning persists in disrupting the meeting, the Presiding Officer may order staff to:

   i. Mute or otherwise limit the individual's ability to disrupt the meeting, while allowing the individual to continue to observe and attend the meeting; or

   ii. Remove the individual from the meeting if paragraph (i) does not address the disrupting behavior or is not available using the remote access service.

## 9. Preparation, Website, and Public Notice

a. Before each City Council meeting, City staff should check and verify remote/telephonic connection lines and internet connectivity.

b. The City's webpage dedicated to public meetings as required by the Brown Act shall describe how to alert City staff of access issues during remote participation.

c. Each meeting agenda shall include remote participation links and instructions, including how to alert City staff of access issues.

## 10. Review and Updates

This policy may be amended by the City Council at a noticed public meeting in open session in accordance with applicable Brown Act requirements.

**AGENDA ITEM NO. 12**

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 2, 2026

**TO:** Mayor and City Council

**FROM:**

**SUBJECT: WEST COVINA GREEN STREET FEASIBILITY STUDY**

## RECOMMENDATION:

It is recommended that the City Council receive and file the West Covina Green Street Feasibility Study update and provide feedback.

## BACKGROUND:

The National Pollutant Discharge Elimination System (NPDES) Permit issued by the California Regional Water Quality Control Board (RWQCB) requires municipalities to implement programs and projects intended to reduce pollutants in urban stormwater runoff and improve regional water quality. These requirements are intended to address pollutants discharged into local waterways, groundwater basins, and the Pacific Ocean through municipal separate storm sewer systems (MS4s).

The City of West Covina is a participant in the Upper San Gabriel River (USGR) Watershed Management Program, a regional collaboration consisting of nine participating agencies working cooperatively to address watershed-based stormwater quality requirements and regulatory compliance. The watershed-based approach allows participating agencies to coordinate regional projects, maximize funding opportunities, improve stormwater capture and treatment, and implement multi-benefit projects that provide both water quality and community enhancement benefits.

As part of the Los Angeles County Safe Clean Water Program (SCWP), the City of West Covina received $300,000 in funding through the Fiscal Year 2023–24 Stormwater Investment Plan under the West Covina Regional Projects and Green Streets Program. The funding was awarded for preparation of a feasibility study to evaluate opportunities for stormwater capture, treatment, infiltration, and green street improvements at various locations throughout the City.

The feasibility study is intended to identify projects that support regional water quality objectives while also improving sustainability, groundwater recharge potential, urban greening, and roadway aesthetics. Green street improvements are designed to integrate stormwater management features into the public right-of-way through the use of landscaped treatment areas, bioretention systems, permeable surfaces, and other low-impact development (LID) features intended to capture and treat stormwater runoff before it enters the storm drain system.

## DISCUSSION:

As part of the ongoing feasibility study process, the City, in partnership with the watershed's awarded consultants, DRP Engineering, Inc. and Geosyntec Consultants, further evaluated and refined the originally submitted project concepts based on anticipated construction funding availability, stormwater capture potential, right-of-way constraints, and overall treatment feasibility.

Through this evaluation process, Azusa Avenue was identified as a preferred corridor for implementation of stormwater capture and green street improvements due to its existing roadway configuration, drainage characteristics, and opportunity to provide meaningful regional water quality benefits. The proposed improvements are intended to divert stormwater runoff from the existing storm drain system and incorporate engineered treatment and capture features designed to improve stormwater quality prior to discharge.

Potential improvements being evaluated along the corridor include modifications to existing landscaped medians, installation of bioretention and infiltration features, curb improvements, stormwater pretreatment systems, and associated streetscape enhancements intended to improve both functionality and corridor aesthetics. In addition to supporting compliance with regional water quality regulations, the proposed improvements may also provide secondary benefits such as urban greening, reduction of localized runoff, enhanced roadway appearance, and sustainability improvements consistent with regional stormwater management goals.

As the project is currently in the feasibility study phase, staff and the consultant team are seeking feedback from both the community and the City Council to assist in refining project priorities and identifying desired corridor improvements prior to initiation of the design phase. Community engagement is anticipated to play a key role in development of the final project scope to ensure the proposed improvements reflect both technical feasibility and community needs.

Following completion and approval of the feasibility study, the anticipated next phase of the project will include preparation of detailed design and engineering plans. During the design phase, feedback received through community outreach and City Council input will be incorporated into the proposed improvements. In addition, the ultimate project scope and implementation strategy will continue to be refined based on available funding opportunities through the Safe Clean Water Program, Upper San Gabriel River Watershed Management Program, and any additional local or regional funding sources identified by the City.

**LEGAL REVIEW:**

The City Attorney's Office reviewed this staff report.

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**Fiscal Impact**

**FISCAL IMPACT:**

The purpose of this report is to provide the City Council and community with an update regarding the status of the ongoing feasibility study for the proposed stormwater capture and green street improvements project.

At this time, there is no direct fiscal impact associated with receiving City Council or community feedback related to this item. The feasibility study is currently being funded through the Safe Clean Water Program (SCWP) Fiscal Year 2023–24 Stormwater Investment Plan allocation previously awarded to the City.

Future fiscal impacts associated with project design, environmental review, construction, and long-term maintenance will be evaluated and presented to the City Council for consideration as the project advances into subsequent phases of development.

**Attachments**

Attachment No.1 - West Covina Green Street Feasibility Study Update

ATTACHMENT NO.1

SAFE CLEAN WATER PROGRAM

WEST COVINA

DRP

Geosyntec consultants

SCWP REGIONAL PROJECTS · STORMWATER CAPTURE & GREEN STREETS

# West Covina Green Street Feasibility Study

*South Azusa Avenue Corridor · City of West Covina*

PRESENTED BY

## DRP Engineering, Inc.

*Stormwater | Civil Engineering | Water Resources*

CITY COUNCIL PRESENTATION

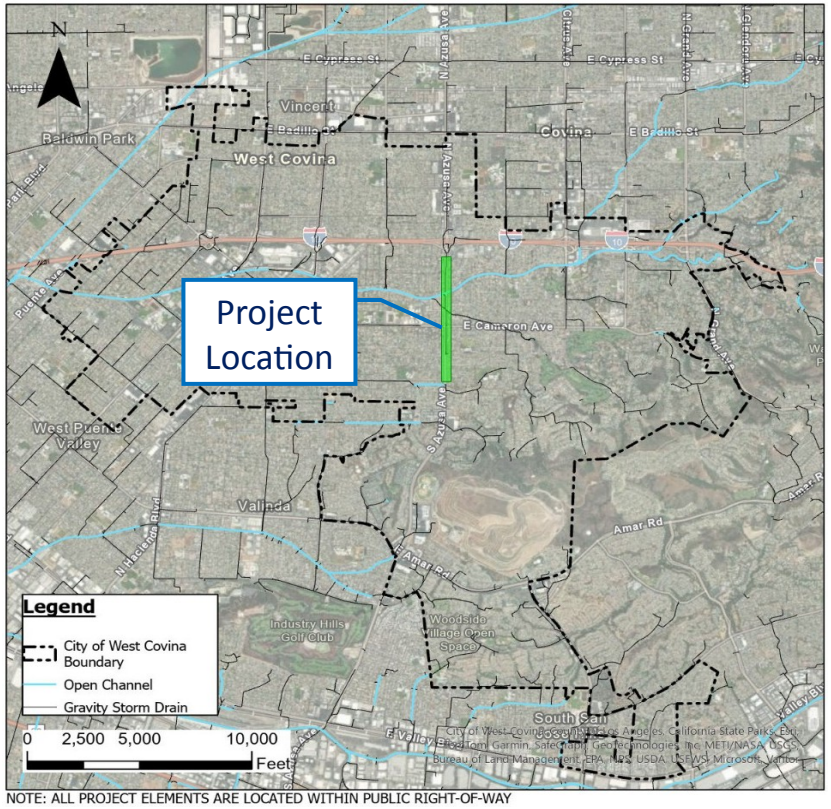
## June 2, 2026

*City of West Covina · 7:00 PM*

PROJECT OVERVIEW

# Stormwater Capture & Green Streets Feasibility Study

*Azusa Avenue Corridor · City of West Covina*




*Project Location · South Azusa Avenue Corridor*

## PROJECT LOCATION

**South Azusa Avenue** within the public right-of-way, extending from **E. Stuart Avenue near the I-10 freeway** on the North end to **Vine Avenue and Merced Avenue** on the South end.

## WHY THIS PROJECT

1. Compliance with Stormwater Treatment Regulations (MS4)
2. Work within the Safe, Clean Water Program (SCWP) to assist with funding
3. Provide multi-benefit value to the community quality, water supply, and corridor enhancements.

## PATH TO IMPLEMENTATION

**Coordinate & Engage with community and stakeholders**

**1 Feasibility Study** → **2 Detailed Design** → **3 Construction**

**JULY 2026**

Submit the Feasibility Study to SCWP for design funding assistance.

**IF FUNDING APPROVED**

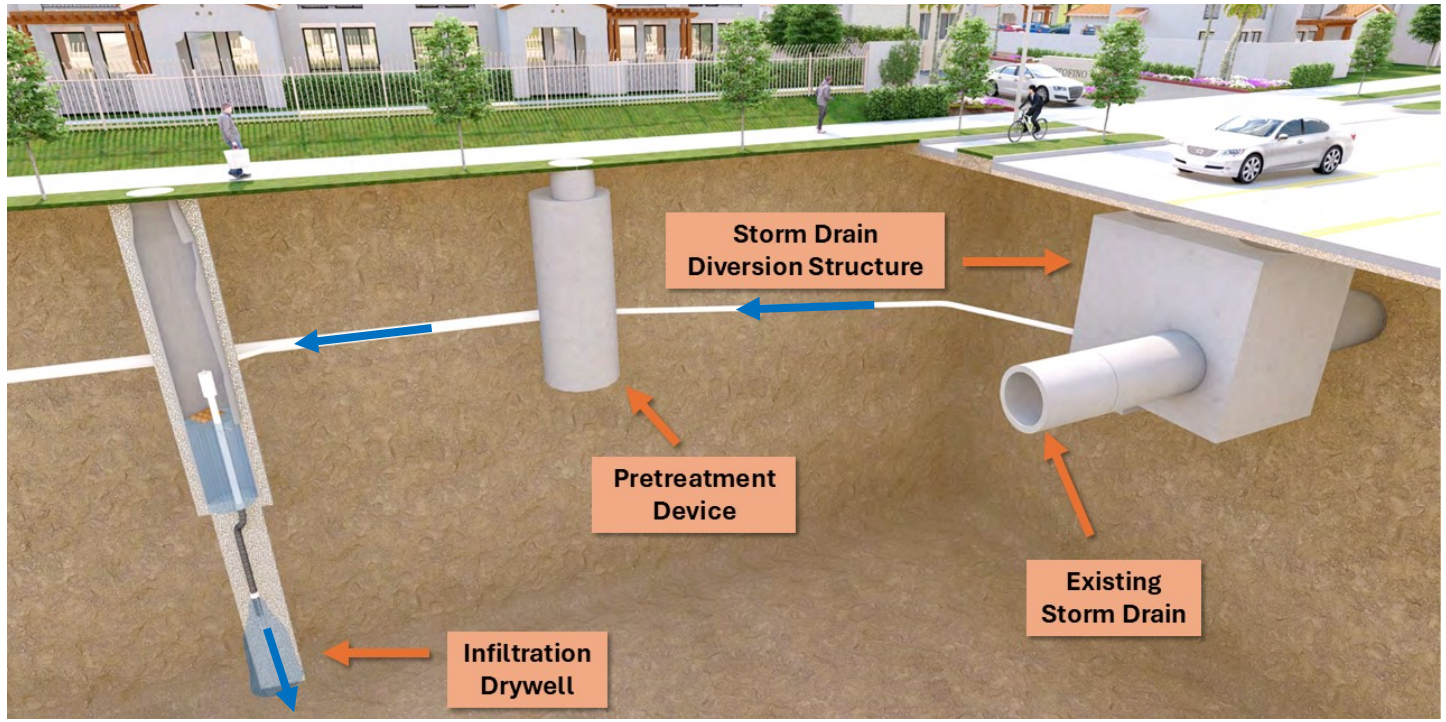
Advance the design effort in 2027 with additional engineering detail.

**Additional Funding**

Coordinate with SCWP and other potential stakeholders to bring project to construction.

CONCEPT 1 OF 3 · Below-GROUND ELEMENTS

# Storm Drain Diversion — North End of Azusa Ave




*North-end Concept – Storm Drain Diversion to Drywells*

## WHAT IT DOES

Divert stormwater from the existing storm drain running along Azusa Ave. Stormwater runoff within the existing storm drain is captured by the existing catch basins near the I-10 freeway and adjacent commercial development. A new diversion structure will be installed to reroute stormwater through a pre-treatment device and a series of infiltration drywells.

## KEY BENEFITS

- Largest single capture volume of any concept on the corridor.
- Improves water quality entering the LA County storm drain system.
- Recharges local groundwater through subsurface infiltration.
- Mostly underground — minimal change to the corridor's appearance.

CONCEPT 2 OF 3 · Below-GROUND ELEMENTS

# Localized Capture & Infiltration – South End of Azusa Ave and Side Streets




*Multiple smaller capture sites distributed along Azusa Avenue and adjacent side streets*

## WHAT IT DOES

Install new catch basins with infiltration drywells at multiple sites within the Azusa Avenue median and lower-traffic side streets to capture and infiltrate local roadway and adjacent neighborhood runoff on a site-by-site basis.

## KEY BENEFITS

- Distributed approach —sites can be added based on budget.
- Side streets typically have fewer utility conflicts and less traffic disruption during construction.
- Strategically placed upstream of existing catch basins to add capture area beyond Azusa Avenue, expanding the project's overall benefit.
- Combines well with curb-extension and tree-well features described next.
- Does not require diverting or interfering with existing stormwater infrastructure

# Curb Extensions & Green Street Features – Between Stuart & Merced



*Reference examples: corner curb extension, mid-block extension, and tree wells along Azusa Avenue*

### Visible Streetscape Improvements

Landscaped curb extensions, street medians and tree wells add greenery, shade, and visual interest along the corridor — improvements residents see every day.

### Pedestrian Safety & Traffic Calming

Curb extensions narrow the roadway at strategic points, improving sight-lines and encouraging slower, more attentive driving along the corridor.

### Stormwater Function Built In

Curb extensions route roadway runoff into the landscaped areas, where it irrigates and supports the corridor's trees and plantings.

COMMUNITY ENGAGEMENT

# Outreach Plan

**GOAL**

Create opportunities for local community participation and feedback throughout the development of the Azusa Avenue Stormwater Capture & Green Streets Project.

COMMUNITY INTERACTION

1

INITIAL CONCEPT

## Introduction to the Community

Reach out to residents and stakeholders to introduce the project, discuss regulatory drivers, share project objectives, present design concepts, and solicit feedback on proposed improvements.

2

DESIGN DEVELOPMENT

## Community Follow-up

Summarize project progress, recap feedback received from the prior interaction, and present how community input was incorporated into the design approach. Request ongoing feedback during design.

3

FINAL DESIGN

## Community Presentation

Present the draft final version of the proposed project. Additional comments and feedback will be requested and discussed with City representatives before final design completion.

4

CONSTRUCTION

## Pre-Construction Meeting

Inform residents of upcoming construction activities, including schedule, haul routes, traffic controls, and other potential community impacts. On-site signage with City representatives will be provided.

**AGENDA ITEM NO. 13**

# AGENDA STAFF REPORT

**City of West Covina | Office of the City Manager**

**DATE:** June 2, 2026

**TO:** Mayor and City Council

**FROM:** Milan Mrakich, Acting City Manager

**SUBJECT:** **STATUS OF THE CITY OF WEST COVINA YOUTH BASKETBALL PROGRAM AT THE CAMERON PARK COMMUNITY CENTER**

## RECOMMENDATION:

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

## BACKGROUND:

At the City Council Meeting of May 19, 2026, Mayor Pro Tem Ollie Cantos requested that City staff provide an update on the City of West Covina Youth Basketball Program at the Cameron Park Community Center.

## DISCUSSION:

City staff will provide a presentation regarding the status of the Youth Basketball Program at the Cameron Park Community Center.

## LEGAL REVIEW:

The City Attorney's Office did not review this staff report.

## OPTIONS:

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

**Prepared by:** Roxanne E. Lerma, Assistant City Manager

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