CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

Public Comment Instructions

AUGUST 18, 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 AUGUST 18, 2026, 7:00 PM
REGULAR MEETING

INVOCATION
Led by West Covina Police Department Chaplain Kelly Dupee

PLEDGE OF ALLEGIANCE
Led by Councilmember Gutierrez

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Taste of West Covina Presentation Recognizing Skin Edit by Cindy
- Taste of West Covina Presentation Recognizing Café Bombon
- Film IT West Covina Presentation
- Presentation by Precise Concrete Cutting

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 FOR THE JULY 21, 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.

That the Council approve the July 21, 2026, City Council/Successor Agency Regular Session Meeting Minutes.

CITY MANAGER'S OFFICE

2) CONSIDERATION OF EXTENSIONS TO TRANSPORTATION SERVICES AND LEASE AGREEMENTS WITH MV TRANSPORTATION, INC.

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

1. Approve amendments to both the Transportation Services Agreement and the Lease Agreement with MV Transportation, Inc., extending the terms of both agreements for one (1) year, through September 2, 2027; and
2. Authorize the City Manager to negotiate and execute the amendments in such final form as approved by the City Attorney.

3) CONSIDERATION OF AN AMENDMENT TO THE MEMORANDUM OF AGREEMENT WITH SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT FOR HOMELESS PROGRAMS AND ASSOCIATED BUDGET AMENDMENT

It is recommended that the City Council:

1. Authorize the City Manager to negotiate and execute the First Amendment to the Memorandum of Agreement between the San Gabriel Valley Council of Governments and the City of West Covina for Distribution and Use of Measure A Local Solutions Funds, in a form approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute related documents and future amendments; and
3. Adopt the following Resolution:

RESOLUTION NO. 2026-89 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (SGV COG - MEASURE A LSF)

4) CONSIDERATION OF COMMISSIONER APPOINTMENT

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

COMMUNITY DEVELOPMENT

5) CONSIDERATION OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR CITY ENGINEERING SERVICES AND BUDGET AMENDMENT

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

1. Award Request for Proposals (RFP) No. 2026-12 for City Engineering, Traffic Engineering, Grant Writing/Administration, and On-Call General Engineering Services to Transtech Engineers, Inc.

2. Authorize the City Manager to negotiate and execute an agreement with Transtech Engineers, Inc. for an initial term of two years, commencing September 1, 2026, and ending August 31, 2028, with three (3) optional one (1) year extensions, in such final form as approved by the City Attorney.

3. Adopt the following resolution:
RESOLUTION NO. 2026-90 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (TRANSTECH ENGINEERS)

6) CONSIDERATION OF AGREEMENT FOR THE CITYWIDE PEDESTRIAN & VEHICLE TRAFFIC SAFETY IMPROVEMENTS FY 2025-26 - PROJECT NO. 26014

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

1. Reject the bid submitted by WGJ Enterprises, Inc. DBA PCI as non-responsive;
2. Award the Construction Services Agreement for the Citywide Pedestrian & Vehicle Traffic Safety Improvements FY 25-26 (Project No. 26014) to CAT Tracking, Inc. as the lowest responsible bidder;
3. Authorize the City Manager to negotiate and execute an agreement with CAT Tracking, Inc. for $447,343.00, in such form as approved by the City Attorney;
4. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions;
5. Authorize the City Manager to negotiate and execute any amendments to the agreement within the authorized contingency; and
6. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).

7) CONSIDERATION OF ACCEPTANCE OF WORK AND AUTHORIZATION TO FILE THE NOTICE OF COMPLETION FOR THE CITYWIDE SIDEWALK, CURB AND GUTTER REPAIR FY 25-26 PROJECT (PROJECTS 26010 & 26013)

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

1. Accept the work performed by F.S. Contractors, Inc. for the Citywide Sidewalk, Curb & Gutter Repair FY 25-26 Project (Project Nos. 26010 & 26013) with a final cost of $342,424.00.
2. Authorize the City Manager and Assistant City Clerk to execute the Notice of Completion and file the Notice of Completion with the County of Los Angeles Registrar-Recorder.
3. Authorize the City Manager to release a retention once appropriate.

FINANCE DEPARTMENT

8) ANNUAL REVIEW OF FINANCIAL POLICIES

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

RESOLUTION NO. 2026-94 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE CITY OF WEST COVINA STATEMENT OF INVESTMENT POLICY

9) CONSIDERATION OF THE THIRD QUARTER FINANCIAL REPORT FOR FISCAL YEAR 2025-26

It is recommended that the City Council receive and file the Third Quarter Financial Report for Fiscal Year 2025-26.

10) CONSIDERATION OF ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) AND OTHER RELATED REPORTS FOR THE YEAR ENDED JUNE 30, 2025

It is recommended that the City Council receive and file the following financial reports and letters for the year ended June 30, 2025:

- Annual Comprehensive Financial Report;
- Government Auditing Standards Letter;
- Audit Communication Letter; and
- Community Financial Report.

11) CONSIDERATION OF PURCHASE OF PALO ALTO NETWORKS CITY FIREWALL AND ENDPOINT PROTECTION UPGRADE

It is recommended that the City Council:

1. Authorize the City Manager to purchase the Palo Alto Networks, Inc. Firewall, Endpoint Protection, and Cloud Manager upgrade from CDW utilizing the NASPO ValuePoint Master Agreement (Contract # AR3229), with an overall maximum compensation amount of $700,000; and
2. Authorize the City Manager to negotiate and execute any agreements and documents necessary to purchase the Palo Alto Networks, Inc. Firewall, Endpoint Protection, and Cloud Manager upgrade from CDW, in such form as approved by the City Attorney.

12) CONSIDERATION OF AUDIT SERVICES AGREEMENT

It is recommended that the City Council:

1. Authorize the City Manager to execute an agreement with Van Lant & Fankhanel, LLP with an overall maximum compensation amount of $360,575. The agreement includes auditing services for Fiscal Years 2025-2026 through 2027-2028, with the option to extend the agreement for the Fiscal Year 2028-2029 and Fiscal Year 2029-2030 audits.
2. Authorize the City Manager to negotiate and execute any amendments or extensions to the agreement.

13) CONSIDERATION OF ADOPTING BUDGET AMENDMENTS FOR FISCAL YEAR 2025-26 AND FISCAL YEAR 2026-27

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

1. **RESOLUTION NO. 2026-92 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (FISCAL YEAR 2025-26 AMENDMENTS).**
2. **RESOLUTION NO. 2026-93 – A RESOLUTION OF THE CITY COUINCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (FISCAL YEAR 2026-27 AMENDMENTS).**

14) CONSIDERATION OF THE UPDATES TO THE CORRECTIVE ACTION PLAN FOR STATE AUDITOR REPORT 2024-801

Staff recommends that the City Council approve the corrective actions to update the Corrective Action Plan in response to the Local High Risk Program Report 2024-801 issued by the State Auditor.

15) CONSIDERATION OF PURCHASING REPORT

It is recommended that the City Council receive and file the listing of all contracts and purchase orders that have been awarded by the City Manager and Purchasing Officer from January 1, 2026 to June 30, 2026.

PUBLIC WORKS

16) CONSIDERATION OF AGREEMENT FOR LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHT-OF-WAYS, COMMERCIAL ZONES, PARKWAYS, OTHER AREAS AND CITY ARTERIALS

It is recommended that the City Council:

1. Award a Maintenance Services Agreement for RFP 2026-10 to Parkwood Landscape Maintenance, Inc.
2. Authorize the City Manager to negotiate and execute the Maintenance Services Agreement for a five-year term with Parkwood Landscape Maintenance, Inc. with a maximum annual compensation amount of $579,318 and an overall maximum compensation of $3,620,738 (which includes 25% for additional services to be approved by the City Manager on an as-needed basis) , in such final form as approved by the City Attorney.
3. Adopt the following resolution:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (AGREEMENT FOR LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHTS-OF-WAY, COMMERCIAL ZONES, PARKWAYS, CITY ARTERIALS, AND OTHER AREAS)

17) CONSIDERATION OF TERMINATION OF EMERGENCY ACTION FOR EMERGENCY REPAIRS AT FIRE STATION 3 AND ACCEPTANCE OF WORK AND AUTHORIZATION TO FILE THE NOTICE OF COMPLETION

It is recommended that the City Council:
1. Terminate the emergency action at Fire Station 3 by adopting the following resolution:

RESOLUTION NO. 2026-82 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, TERMINATING THE EMERGENCY ACTION FOR THE REMEDIATION OF THE RODENT AND RAT INFESTATION AT FIRE STATION 3

2. Accept the work performed by Sunshine Pacific Group America Inc. with a final compensation amount of $130,720.85.
3. Authorize the City Manager and Assistant City Clerk to execute the Notice of Completion and file the Notice of Completion with the County of Los Angeles Registrar-Recorder.

18) REVIEW OF REQUEST FOR PROPOSAL (RFP) FOR THE DEL NORTE PARK IMPROVEMENTS & DOG PARK PROJECT - PROJECT NO. 24001

Staff recommends that the City Council authorize the Public Works Department to issue a formal Request for Proposals (RFP) for architectural design services for the Del Norte Park Improvements & Dog Park Project.

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

19) ADVERTISING BUS SHELTERS - CLEAR CHANNEL OUTDOOR

It is recommended that the City Council provide direction relative to advertising bus shelters.

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.)

20) CONSIDERATION OF PROPOSED PARKS AND RECREATION MASTERPLAN AND RECOMMENDATIONS FOR PHASE I

It is recommended that the City Council:

1. Approve the proposed Parks and Recreation Masterplan and Recommendations for Phase I; or
2. Provide alternate direction.

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting September 1, 2026 7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Section 2-47. - Addressing the council.

Pursuant to the California Government Code, any person wishing to address the city council on any

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

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

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

Section 2-50. - Decorum—Required.
(a) While the city council is in session, council members shall preserve order and decorum, and a council member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any council member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
(b) Members of the public shall not willfully disrupt the meeting or act in a manner that actually disrupts, disturbs, impedes, impairs, or renders infeasible the orderly conduct of the meeting. For the purposes of this Code, "willfully disrupt" includes, but is not limited to, continuing to do any of the following after being warned by the presiding officer that the behavior is disrupting the meeting and failure to cease the behavior may result in removal from the meeting:
(1) Addressing the mayor or city council without first being recognized.
(2) Persisting in addressing a subject or subjects, other than that before the mayor and city council.
(3) Repetitiously addressing the same subject.
(4) Failing to relinquish the podium when directed to do so.
(5) From the audience, interrupting or attempting to interrupt, a speaker, the presiding officer, a council member, or a staff member, or shouting or attempting to shout over a speaker, the presiding officer, a council member or a staff member.
(6) From the audience, engaging in disorderly, disruptive, or boisterous conduct, including, but not limited to, handclapping, stomping of feet, whistling, making noise, use of abusive, threatening or profane language or obscene gestures, yelling, obstructing the view of other audience members, or similar conduct which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting.
(7) As a speaker, making slanderous or profane remarks or using loud, threatening, or abusive language which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting; interrupting or attempting to interrupt the presiding officer, a council member, or a staff member; shouting over or attempting to shout over the presiding officer, a council member, or a staff member; or engaging in any other disorderly conduct which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting. Nothing in this section or any rules of the city council shall be construed to

prohibit public criticism of the policies, procedures, programs, or services of the city or of the acts or omissions of the city council.
(8) Engaging in behavior that constitutes use of force or a true threat of force.
(c) It shall be unlawful to violate the provisions of this section. A person violating this section may be removed and barred from further participation at the meeting at which the violation occurs.
(d) If any subsection, sentence, clause, or phrase or word of this section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this section. The city council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

Section 2-51. - Enforcement of decorum.

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

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

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

The following are excerpts from the Penal Code:

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

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

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

Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 302 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.

AGENDA ITEM NO. 1

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF APPROVAL FOR THE JULY 21, 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

RECOMMENDATION:

That the Council approve the July 21, 2026, City Council/Successor Agency Regular Session Meeting Minutes.

BACKGROUND:

That the City Council adopt the attached minutes, the July 21, 2026 Closed Session Meeting was cancelled.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - 7.21.2026 Draft Minutes

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

D R A F T

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

JULY 21, 2026, 7:00 PM
REGULAR MEETING

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

MINUTES

INVOCATION
Led by Pastor Samuel Martinez from Amazing Love Ministries

PLEDGE OF ALLEGIANCE
Led by Councilman Wu

ROLL CALL

Present: Council Member Brian Gutierrez; Councilman Tony Wu; Councilwoman Rosario Diaz; Mayor Pro Tem Ollie Cantos; Mayor Letty Lopez-Viado

REPORTING OUT FROM CLOSED SESSION

Closed Session was canceled

PRESENTATIONS

- Taste of West Covina Presentation Recognizing One Veg World
- Taste of West Covina Presentation Recognizing Sylvan Learning

CITY MANAGER'S REPORT

City Manager's report on current City projects.

ORAL COMMUNICATIONS - Three (3) minutes per speaker

Josh Murry
Fredrick Sykes
Ray Vincent Vargas Jr.
Leslie Garcia
Steve Bennett
Chris Miller
John Shewmaker
Andrew Gibbs
Ronnie

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

Motion by Councilwoman Rosario Diaz, seconded by Mayor Pro Tem Ollie Cantos

AYES: 4 NOES: None. OTHER: Council Member Brian Gutierrez (ABSTAIN) Motion: Carried

1) CONSIDERATION OF APPROVAL FOR THE JUNE 16 AND JULY 7, 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE JUNE 16, AND JULY 7 2026 , CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.

Motion by Councilwoman Rosario Diaz, seconded by Mayor Pro Tem Ollie Cantos

AYES: 4 NOES: None. OTHER: Council Member Brian Gutierrez (ABSTAIN) Motion: Carried

COMMUNITY DEVELOPMENT

2) CONSIDERATION OF FISCAL YEAR 2026-27 ASSESSMENT RATE FOR WEST COVINA LANDSCAPE MAINTENANCE DISTRICT NOS. 1 AND 2

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

FINANCE DEPARTMENT

3) CONSIDERATION OF ADOPTING BUDGET AMENDMENT FOR LEGAL SERVICES

Motion by Councilwoman Rosario Diaz, seconded by Councilman Tony Wu

AYES: 4 NOES: Council Member Brian Gutierrez OTHER: None. Motion: Carried

FIRE DEPARTMENT

4) CONSIDERATION OF AGREEMENTS FOR FIRE DEPARTMENT FLEET MAINTENANCE AND REPAIR SERVICES

Motion by Councilwoman Rosario Diaz, seconded by Mayor Pro Tem Ollie Cantos

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

HUMAN RESOURCES/RISK MANAGEMENT

5) CONSIDERATION OF POSITION ACTIONS IN CITY MANAGER'S OFFICE, FINANCE DEPARTMENT, AND POLICE DEPARTMENT – NEW CLASSIFICATIONS, JOB DESCRIPTION UPDATES, AND RECLASSIFICATIONS

Motion by Councilwoman Rosario Diaz, seconded by Mayor Pro Tem Ollie Cantos

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

PUBLIC WORKS

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

Motion by Councilwoman Rosario Diaz, seconded by Mayor Pro Tem Ollie Cantos

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

7) APPROVAL OF PURCHASE ORDER FOR FORD FLEET CARE FOR FISCAL YEAR 2026-2027

Motion by Councilwoman Rosario Diaz, seconded by Mayor Pro Tem Ollie Cantos

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

8) PUBLIC HEARING REGARDING FISCAL YEAR 2026-27 ASSESSMENT FOR THE WEST COVINA CITYWIDE LIGHTING AND MAINTENANCE DISTRICT

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

Motion by Councilman Tony Wu, seconded by Councilwoman Rosario Diaz ***Public Comments in Favor***
None

Public Comments Neither in Favor nor Opposed
None

Public Comments in Opposition
None

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

9) PUBLIC HEARING REGARDING FISCAL YEAR 2026-27 ASSESSMENTS FOR WEST COVINA LANDSCAPE MAINTENANCE DISTRICTS 4, 6 AND 7

Motion by Councilman Tony Wu, seconded by Councilwoman Rosario Diaz ***Public Comments in Favor***
None

Public Comments Neither in Favor nor Opposed
None

Public Comments in Opposition
None

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

10) PUBLIC HEARING REGARDING THE WEST COVINA CITYWIDE SEWER SERVICE CHARGE COLLECTION METHOD AND ASSOCIATED REPORT

Motion by Council Member Brian Gutierrez, seconded by Mayor Pro Tem Ollie Cantos Public Comments in Favor
None

Public Comments Neither in Favor nor Opposed
None

Public Comments in Opposition
None

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

11) PUBLIC HEARING TO CONSIDER WEST COVINA AUTO PLAZA BUSINESS IMPROVEMENT DISTRICT FISCAL YEAR 2026-27 ASSESSMENT

Motion by Councilwoman Rosario Diaz, seconded by Mayor Pro Tem Ollie Cantos Public Comments in Favor
None

Public Comments Neither in Favor nor Opposed
None

Public Comments in Opposition
None

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

12) PRESENTATION ON WEBSITE UPDATE EXPANDING PUBLIC ACCESS

This is a receive and file item; no motion or vote is necessary.

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.)

None

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) PRESENTATION ON PROPOSED PARKS AND RECREATION MASTERPLAN

Motion by Mayor Pro Tem Ollie Cantos, seconded by Councilman Tony Wu to hold a community meeting before the August 18th City Council meeting and bring the draft plan back to the August 18th City Council Meeting

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

CITY COUNCIL COMMENTS

- Councilman Wu reminded the community about the Summer Concert Series.
- Mayor Pro Tem Cantos thanked the children and families for their participation in getting him wet at Palmview Park, and also congratulated the Kiwanis Club of West Covina and other nonprofits for donating school supplies for unhoused and foster children.
- Councilmember Gutierrez thanked staff for the water event that was held at Del Norte Park and encouraged children that if wanted, they could have a profession in public safety.
- Mayor Lopez-Viado reminded the public that the first meeting in August is canceled, and invited the community to attend National Night Out and Touch a Truck event.

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

ADJOURNMENT

Submitted By:

_____	_____
Lisa Sherrick	Letty Lopez-Viado
Assistant City Clerk	Mayor

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF EXTENSIONS TO TRANSPORTATION SERVICES AND LEASE AGREEMENTS WITH MV TRANSPORTATION, INC.**

RECOMMENDATION:

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

1. Approve amendments to both the Transportation Services Agreement and the Lease Agreement with MV Transportation, Inc., extending the terms of both agreements for one (1) year, through September 2, 2027; and
2. Authorize the City Manager to negotiate and execute the amendments in such final form as approved by the City Attorney.

BACKGROUND:

The City's current public transit service consists of a fixed route shuttle system and a demand response Dial-A-Ride (DAR) service. The fixed route service consists of a single alignment, the Green Line, operating Monday - Friday, from 6:30 a.m. to 6:25 p.m. (North) and 6:30 a.m. to 6:30 p.m. (South) provided by MV Transportation, Inc. (MVT). Each direction is served by a single vehicle with a 30-minute headway. The DAR operates Monday-Saturday from 8:00 a.m. to 8:00 p.m., and Sunday from 8:00 a.m. to 6:30 p.m. Four vehicles are dedicated to the program.

On June 18, 2024, the City Council approved a 12-month pilot microtransit project that serves over half of the area of the City. Go West Covina launched on November 18, 2024. In October 2025, the City Council approved extending the Go West Covina service through June 2027.

The underperforming Fixed Route Red and Blue lines were discontinued on February 1, 2025, as the area they served was covered by the microtransit program. The Dial-A-Ride and Green Line services have not changed. To address the City's desire to provide real-time information, MVT installed in-vehicle technology for the Green Line vehicles. The technology provides real-time bus tracking data for riders via a mobile phone application. The platform, TripShot, has iOS and Android mobile applications.

DISCUSSION:

Current agreements with MVT are set to expire on September 2, 2026. Staff requested a proposal from MVT for a status quo service level, which includes the Green Line and Dial-A-Ride, for a term of one (1) year. The cost proposal is attached. (Attachment No. 1).

Staff recommends that the City Council approve amendments to the Transportation Services Agreement and Lease Agreement with MVT, extending the terms for one (1) year, through September 2, 2027, and authorize the City Manager to the amendments in such final form as approved by the City Attorney.

With both transit providers under contract, staff will work to develop a request for proposals for the procurement of transportation services with a target start date of July 1, 2027.

LEGAL REVIEW:

The City Attorney's Office has reviewed the amendments and approved them 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:

The proposal from MVT, for the term September 2026 - September 2027, is for an amount not to exceed $1,479,750. There is sufficient funding to cover this Not-To-Exceed amount within the appropriated program budget. Transit services are funded with Proposition C Local Returns. The approved FY 2026-2027 budget for the shuttle and dial-a-ride services is summarized in the table below.

Program	Account	FY 2026-2027 Budget
Shuttle	122.504.61.53.29.61.61.61200	655,000
	122.504.61.53.29.62.61.61200	460,000
	Subtotal - Shuttle	**$1,115,000**
Dial-A-Ride	122.504.61.53.30.00.61.61200	400,000
	Subtotal - Dial A Ride	**$ 400,000**
	Total Program Budget	**$1,515,000**
	Contract Limit	**$1,479,750**
	Budget Balance	**$ 35,250**

The months of July and August will be billed at rates under the current amendment. At this time, it is expected the budget will be sufficient to cover costs in Fiscal Year 2026-2027. Staff will return with a budget amendment later in the fiscal year, if necessary.

This program is funded by Los Angeles County Metropolitan Transportation Authority (Metro) Proposition C (Fund 122), which may only be used for transportation-related purposes. Additionally,

extension of the lease agreement will result in $3,000 per month or $36,000 annually in General Fund revenue.

Attachments

Attachment No. 1 - Cost Proposal - 2026.08.11

Attachment No. 2 - MVT - Agreement

Attachment No. 3 - Tenth Amendment to Transporation Services Agreement 8-18-26 - Final

Attachment No. 4 - Ninth Amendment to Lease Agreement

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness
An Accessible Community

ATTACHMENT NO. 1

MV Transportation, Inc

August 11, 2026

Mr. Kelly McDonald
Assistant to City Manager
City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790

RE: Extension Pricing for MV Transportation for Fixed Route and Dial-A-Ride Services

Good morning, Kelly,

Pursuant to our discussions, MV Transportation Inc. (MV) is providing the City of West Covina extension pricing for the Transportation Service Agreement for the next 12-month cycle. The service contract is set to expire on September 2, 2026, and this extension period pricing contains pricing for the same scope of services being operated by MV today including fixed route and Dial-A-Ride services.

We have attached a similar price form to this letter as Appendix A. Please let me know if you have any comments or questions regarding the pricing.

I remain your primary contact, and I am authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates. I can be reached any time of day at 323-371-8342 or lorraine.lopez@mvtransit.com. Additionally, Scott Neeley vice president, will serve as your secondary contact; you can contact Scott at (817) 600-8896 or scott.neeley@mvtransit.com.

Thank you for your ongoing consideration of MV Transportation, Inc. We look forward to working with the City of West Covina for this contract extension and providing superior service to the citizens of the community.

Best regards,

Lorraine Lopez

Lorraine Lopez
MV Transportation, Inc.
Regional Vice President

APPENDIX A
COST SUMMARY MATRIX

	Fiscal Year 2026-2027	
Fixed-route Cost per Revenue Hour	$	77.96
Multiplied by Estimated Revenue Hours x 5,613		5,613
Fixed-route TOTAL	$	437,576
Dial-A-Ride Cost per Revenue Hour	$	61.31
Multiplied by Estimated Revenue Hours x 6,195		6,195
DAR TOTAL	$	379,784
Multiplied by Estimated Revenue Hours x 11,807	$	817,360
Annual Fixed Cost	$	648,062
Monthly Fixed Cost	$	54,005
Annual Tripshot Cost	$	14,328
Monthly Tripshot Cost	$	1,194
GRAND TOTAL BY FISCAL YEAR	$	1,479,750

TRANSPORTATION AGREEMENT FOR THE PROVISION OF FIXED ROUTE SHUTTLE SERVICES AND DIAL-A-RIDE SERVICES FOR THE CITY OF WEST COVINA

THIS AGREEMENT is entered into this 18th day of December 2013, by and between the City of West Covina, hereinafter referred to as the "City", and, MV Transportation, Inc., hereinafter referred to as the "Contractor" or "Operator".

WITNESSETH:

WHEREAS, the City has determined that it requires management, operation and maintenance services for the fixed route shuttle service and dial-a-ride service to provide transportation services to the general population; and

WHEREAS, City has circulated a Request for Proposals for Transit Operations Contract City of West Covina Purchasing Specifications 0413-A, dated April 18, 2013, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Contractor has submitted its proposal entitled Proposal To City of West Covina For Transit Operations Contract Purchasing Spec. 0413-A, dated May 23, 2013, attached hereto as Exhibit "B", and incorporated herein by reference; and

WHEREAS, Contractor has submitted its offer of additional and/or alternate terms entitled Best and Final Offer – Transit Operations Contract RFP Number: 0413-A, dated August 6, 2013, attached hereto as Exhibit "C", and incorporated herein by reference; and

WHEREAS, the Contractor has represented that it has the necessary expertise, personnel and qualifications to provide the requested service; and

WHEREAS, City Council approved the execution of this Agreement at a regularly scheduled City Council Meeting on December 17th, 2013, with an effective date of March 3rd, 2014; and

NOW, THEREFORE, it is mutually understood and agreed as follows:

ARTICLE 1
COMPLETE AGREEMENT, PRECEDENCE OF DOCUMENTS

This Agreement and the attached forms and documents referred to herein and incorporated herein by reference, and the Request for Proposal (Exhibit "A"), Proposal (Exhibit "B"), submitted by the Contractor dated May 23, 2013, and Best and Final Offer (Exhibit "C"), submitted by the Contractor dated August 6, 2013 constitute the complete and exclusive Agreement between the City and the Contractor (Contract Documents) and supersede all prior representations, understandings, and communications. The invalidity in whole or in part of any provision of this

Agreement shall not affect the validity of other provisions. The City's failure to insist in any instance upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of the City's right to such performance by the Contractor. Except as otherwise allowed hereunder, any amendment shall be in writing and signed by both parties.

Any conflict, omission or difference in the Contract Documents shall be subject to the following order of precedence of Contract Documents:

1. This Agreement
2. Best and Final Offer (Exhibit "C")
3. Request for Proposals (Exhibit "A"), hereinafter the "RFP"
4. Proposal (Exhibit "B")

ARTICLE 2
AUTHORIZATION TO ACT

The West Covina City Manager or his/her designee shall have the authority to act for and exercise any of the rights of the City as set forth in this Agreement upon the authorization therefore by the West Covina City Council.

ARTICLE 3
INDEPENDENT CONTRACTOR

The Contractor's relationship to the City in the performance of this Agreement is that of an independent Contractor. The personnel performing services under this Agreement shall be deemed, for all purposes, to be the Contractor's employees and not agents or employees of the City. The Contractor shall pay all wages, salaries and other amounts due its employees for services and goods rendered by said employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to worker's compensation benefits.

ARTICLE 4
TERM OF THE AGREEMENT

This Agreement shall commence on March 3, 2014 and shall terminate March 2, 2019, unless earlier terminated pursuant to Article 11 below. The Agreement may be extended thereafter for up to two subsequent one-year terms upon mutual agreement of the parties without soliciting proposals and upon the agreed terms, including pricing. The parties also, upon negotiated written amendment hereto, may extend and/or modify the reimbursement rate, levels of service, types of services, change of vehicles, or any other terms which the parties determine necessary.

ARTICLE 5
STATEMENT OF SERVICES

A. GENERAL

The Contractor shall provide all management and operational functions necessary for the success of the fixed-route West Covina Shuttle and the demand-response Dial-a-Ride services (hereinafter the "Service" or "Services"). The Contractor shall provide the Services in the manner and to those areas identified on Exhibit "A" attached hereto and incorporated herein by this reference.

In addition to those Services specific to the fixed route or dial-a-ride services, the Contractor shall:

1. Order new vehicles (as described below) to provide the Services within twenty-four (24) hours of full execution of this Agreement. Contractor will warrant that these vehicles will be available for use by March 3, 2014.

2. Contractor shall, at Contractor's expense, cause all new vehicles to have appropriate branding and markings placed thereon to designate the vehicles as part of the City's transit service. City must approve the form and content of the brandings and markings prior to application. In the event that City makes modifications to its branding and required marking that require re-performance of these items, City will reimburse Contractor for actual and reasonable costs.

3. Make good-faith efforts to retain personnel employed by the existing provider of the Services, including extending offers of employment.

4. Conduct town hall meetings on an agreed schedule at reasonable frequency to educate the public, particularly senior citizens and dial-a-ride patrons on the Services.

5. Make good-faith efforts to increase efficiencies in Service, using the existing data as a baseline to work therefrom. City will provide data to Contractor after the execution of this Agreement.

6. Provide City staff with training on Passenger Complaint Tracking Software system utilized by Contractor.

7. Provide one full-time (1) project manager and two (2) full-time road supervisors dedicated to the Services under this Agreement.

8. Guarantee that Genevieve Madrid, Project Manager, and Wayne Poole, Dispatcher, will exclusively service the City's transit operations during the life of this Agreement. Neither of these individuals may be assigned to any other client of Contractor during the Term of this Agreement without the City's prior approval. Any change in the capacity or scope of services provided by Ms. Madrid or Mr. Poole must be approved by the City in writing.

Notwithstanding the foregoing, if the employment of either of these individuals is terminated for any reason, Contractor shall replace said individuals with persons of equal skill and experience to carry on the duties of the departed employee. Said replacement employees shall be subject to City approval prior to, and at anytime thereafter, assignment to the replacement position(s).

9. Provide City staff training on Contractor's complaint tracking software, as well as provide City staff ongoing access to the system to monitor complaints logged therein.

B. FIXED ROUTE SHUTTLE

The fixed route shuttle system will provide residents of West Covina with an improved service for travel within the City for shopping, business, recreational purposes, as well as large employment providers. The fixed route shuttle system's estimated annual revenue hours is 11,650 with over 108,000 passengers served. Locations within the City include: the Citrus Valley Hospital-Queen of the Valley Campus, Eastland Shopping Center, Civic Center, Cortez Park/Senior Center, the Heights Shopping Center, etc.

Specific requirements are as follows:

SHUTTLE

Hours of Service - The fixed route (**Red and Blue Line**) shuttle is approximately 17.0 service miles and will provide one (1) vehicles per line. The service will operate every thirty (30) minutes from 6:30 a.m. until 4:00 p.m. and will continue (1) vehicle per line every hour (60) minutes from 4:00 p.m. until 7:00 p.m. in a bi-directional loop (Red and Blue Line). The shuttle will operate on the following days:

Monday – Friday:	6:30AM to 7:00PM
Saturday and Sunday:	No Service

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

Hours of Service – The fixed route (**Green Line**) shuttle is approximately 10.0 service miles and will operate two vehicles every thirty (30) minutes during the AM and PM Peak Hours and every 60 minutes during non-peak hours as shown on the attached schedules. The shuttle will operate on the following days:

Monday – Friday:	6:30AM to 7:00PM
Saturday and Sunday:	No Service

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

1. Collection of Fares - All fare(s) will be charged to each rider and the operator will be responsible for collecting all cash fares. All vehicles shall be equipped with city provided fare boxes, which provide a secure method for collecting fares.

    (a) The total fare amount collected by the Contractor shall be listed and deducted from the monthly billing statement to the City.
    (b) Fares will be posted in all vehicles. Fares may be decreased or increased after approval by the City Council and upon written notification by the City.

2. Fuel –City shall provide alternative fuel for Contractor-owned vehicles used in providing these services. City shall pay fuel costs, which shall not be reflective in Hourly Rate Charged by the operator.

3. Heating/Air Conditioning – Heating and air conditioning shall be maintained in good working order at all time in all vehicles at a level approved by the City.

4. Grab Rails – All vehicles shall have grab rails installed to assist persons who are entering and exiting the vehicle with or without the use of the wheelchair lift, and who are inside vehicle.

5. Safety Features – Every vehicle shall be equipped with a first aid kit, fire extinguishers, QRT wheelchair tie-down mechanisms, professionally installed sunshades and other safety features as required by the City. All equipment installed will meet Americans with Disabilities Act (ADA). No materials shall be installed that would obscure the driver's view or create a safety hazard.

6. Radios/Cellular Phones – All vehicles shall be equipped with a two-way radio system and/or cellular phone capable of communicating with the main base station. Operators shall utilize a hands free system while operating vehicle.

7. Cleaning – All vehicles shall be cleaned on the inside and outside daily. Vehicle exteriors shall be washed a minimum of three (3) times a week and after every rain. Vehicle interiors shall be swept prior to each day's service. Windows shall be washed and floors mopped and vacuumed daily. Graffiti and other vandalism will be removed on a daily basis prior to start of service.

8. Telephone – The City shall provide a local (non-toll) telephone number for communication between the Contractor's dispatcher personnel, site manager and the parties served by this Agreement. The Contractor shall provide sufficient (non-toll) telephone lines to minimize busy signals and maximize response to persons calling for information. The period for telephone wait time will not exceed 10 minutes in length liquated damages shall be applied, $50.00 per incident; if it exceeds 15 minutes $100.00 per incident shall be applied, and

$2.00 per minute thereafter, owed to the City or deducted from monthly bill. The Contractor shall ensure that all operators are bi-lingual, speaking both Spanish and English.

9. Signs – "NO SMOKING" and "FOR YOUR SAFETY PASSENGERS MUST REMAIN SEATED UNTIL THE VEHICLE COMPLETELY STOPS" and "NO EATING, NO DRINKING, NO MUSIC" and the "OPERATORS NAME" and "OPERATORS ID NUMBER" and "BUS NUMBER" and "TELEPHONE NUMBER" to register complaints, comments and suggestions. The signs will be installed and maintained inside each vehicle in full view of all passengers. A "No Smoking" policy shall be enforced. Other signs may be requested by the City.

10. Vehicles – The operator will be required to provide four (4) thirty-two foot (32') Starcraft Allstar F550 buses, or vehicles of equivalent or greater value and quality, for the daily shuttle operation. Additionally, City to provide two (2) City owned alternative fuel buses as spares. In the event that the Contractor does not wish to utilize the City owned buses, they must provide one (1) spare to be available when a regular vehicle is taken out of service. Vehicles are required to be ADA compliant, with a minimum seating capacity of 24 plus two (2) wheelchairs QRT tie-down system and ramp including lift. Seating configuration subject to joint approval of Contractor and the City. Vehicles should have two (2) position bike racks at the vehicle front; front and side roller head signs; passenger stop strips with pull cord functionality; overhead storage; display City logo and be equipped with two-way radios and/or cellular phone. Each vehicle will be equipped with the DriveCam video monitoring system.

11. Advertisement – The City will be exploring the opportunity to advertise City programs and events, as well as entrepreneurial and/or private ventures that would benefit the City. Should these endeavors result in revenue generation, all such advertisement revenues, from advertising on/in the vehicles, including any electronic, print, etc. advertising shall belong to the City. Contractor shall fully cooperate with all activities associated with advertising displays as instructed and facilitated by the City, which shall be made at City's sole expense.

12. All vehicles and equipment shall conform with all applicable laws, including without limitation, the Federal Motor Vehicle Safety Standards, California Vehicle Safety Standards, California Vehicle Code, and California Administrative Code, Title 13 and the California Highway Patrol Motor Carrier Safety Regulations. The Contractor is required to obtain and affix a certification to each vehicle, which certifies that each unit meets or exceeds all state and federal requirements as of the date of manufacture.

C. DIAL-A-RIDE SERVICE

Specific requirements are as follows:

1. Provide daily transportation to City residents - The operator will be expected to provide five (5) Starcraft Allstar twenty-five foot (25') buses, or vehicles of equivalent or greater value and quality, for the dial-a-ride service to provide trips for both same-day service, as well as, trips being scheduled one or more days in advance. One of the five Contractor

provided vehicles is considered to be a spare to be available when a regular vehicle is taken out of service. These vehicles seat 16 ambulatory passengers, plus two (2) passengers using wheelchairs. Each vehicle will be equipped with the DriveCam video monitoring system. The dial-a-ride service area encompasses the City of West Covina, and three (3) miles beyond service area for medical appointments only. Persons will be encouraged to call for service a day in advance. All trips must be requested individually which means that no standing orders should be scheduled on service.

The dial-a-ride system's estimated annual revenue hours is 7,600 with over 24,000 passenger trips.

2. Eligible users – Dial-a-ride service is primarily intended to serve the City's elderly and disabled population.

3. Hours of Service – Dial-a-ride service shall be restricted to the following hours:

Monday-Friday:	8:00 a.m. -- 5:30 p.m.
Saturday:	No Service
Sunday:	8:00 a.m.-- 2:30 p.m. (West Covina Only)

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

4. Amount of Service to be Provided - Approximately 24,000 trips will be provided over a one-year period.

5. Collection of Fares - Fare(s) will be charged to each rider, excluding children and escorts, and the operator will be responsible for collecting all cash fares.

   (a) The total fare amount collected by the Contractor shall be deducted from the monthly billing statement to the City.
   (b) Fares will be posted in all vehicles. Fares may be decreased or increased after approval by the City Council and upon written notification to Contractor.

6. Fuel –City shall provide alternative fuel for Contractor-owned vehicles used in providing these services. City shall pay fuel costs, which shall not be reflective in Hourly Rate charged by the Operator.

7. Heating/Air Conditioning – Heating and air conditioning shall be maintained in good working order at all times in all vehicles at a level approved by the City.

8. Grab Rails – All vehicles shall have grab rails installed to assist persons who are entering and exiting the vehicle with or without the use of the wheelchair lift, and who are inside vehicle.

9. Safety Features – Every vehicle shall be equipped with a first aid kit, fire extinguishers, wheelchair tie-down mechanisms, professionally installed sunshades and other safety features as required by the City. All equipment installed will meet Americans with Disabilities Act (ADA). No materials shall be installed that would obscure the driver's view or create a safety hazard.

10. Fare Boxes – All vehicles shall be equipped with city provided fare boxes, which provide a secure method for collecting fares.

11. Radios/Cellular Phones – All vehicles shall be equipped with a two-way radio system and/or cellular phone capable of communicating with the main base station. Operators shall utilize a hands free system while operating vehicles.

12. Cleaning – All vehicles shall be cleaned on the inside and outside daily. Vehicle exteriors shall be washed a minimum of three (3) times a week and after every rain. Vehicle interiors shall be swept prior to each day's service. Windows shall be washed and floors mopped and vacuumed a minimum of daily. Graffiti and other vandalism will be removed on a daily basis prior to start of service.

13. Telephone – The City shall provide a local (non-toll) telephone number for communication between the Contractor's dispatcher personnel, site manager and the parties served by this Agreement. The Contractor shall provide sufficient (non-toll) telephone lines to minimize busy signals and maximize response to persons calling for information. The period for telephone wait time will not exceed 10 minutes in length liquated damages shall be applied, $50.00 per incident; if it exceeds 15 minutes $100.00 per incident shall be applied, and $2.00 per minute thereafter, owed to the City or deducted from monthly bill. The Contractor shall ensure that all operators are bi-lingual, speaking both Spanish and English.

14. Signs – "NO SMOKING" and "FOR YOUR SAFETY PASSENGERS MUST REMAIN SEATED UNTIL THE VEHICLE COMPLETELY STOPS" and "NO EATING, NO DRINKING, NO MUSIC" and the "OPERATORS NAME" and "OPERATORS ID NUMBER" and "BUS NUMBER" and a "TELEPHONE NUMBER" to register complaints, comments and suggestions. The signs will be installed and maintained inside each vehicle in full view of all passengers. A "No Smoking" policy shall be enforced. Other signs may be requested by the City.

15. Vehicles - The operator will be expected to provide five (5) twenty-five foot (25') Starcraft Allstar buses, or vehicles of equivalent or greater value and quality, for the dial-a-ride service to provide trips for both same-day service, as well as, trips being scheduled one or more days in advance. One of the five Contractor provided vehicles is considered to be a spare to be available when a regular vehicle is taken out of service. These vehicles seat sixteen (16) ambulatory passengers, plus two (2) passengers using wheelchairs. Each vehicle will be equipped with the DriveCam video monitoring system.

16. Dispatch System. Contractor shall employ an automated dispatching system at least equal in performance to the Trapeze Windows PASS system. The system shall be capable of supporting subscription services, day-ahead reservations, and real time reservations.

17. Dial-a-ride applications – The Contractor shall establish a regular schedule to pick-up dial-a-ride applications received at the City office at least on a weekly basis and processed within (3) business days.

18. Advertisement – The City will be exploring the opportunity to advertise City programs and events, as well as entrepreneurial and/or private ventures that would benefit the City. Should these endeavors result in revenue generation, all such advertisement revenues, from advertising on/in the vehicles, including any electronic, print, etc. advertising shall belong to the City. Contractor shall fully cooperate with all activities associated with advertising displays as instructed and facilitated by the City, which shall be made at City's sole expense.

19. All vehicles and equipment shall conform with all applicable laws, including without limitation, the Federal Motor Vehicle Safety Standards, California Vehicle Safety Standards, California Vehicle Code, and California Administrative Code, Title 13 and the California Highway Patrol Motor Carrier Safety Regulations. The Contractor is required to obtain and affix a certification to each vehicle, which certifies that each unit meets or exceeds all state and federal requirements as of the date of manufacture. The Contractor shall participate in and comply with the DMV Pull Notice Program. The Contractor shall pay for all applicable license fees for drivers, other personnel and vehicles.

D. INSPECTION

1. The City reserves the right to inspect, examine and test, or cause such inspection, examination or testing of any dedicated vehicle and/or its equipment at any time to assure the compliance with all applicable laws and this Agreement. The Contractor shall transport any vehicle providing Services under this Agreement to a City-designated inspection facility at the Contractor's expense upon the City's request. Each vehicle, at minimum, must be inspected annually by the CHP (California Highway Patrol) and/or by any other agency at the frequencies required by State law.

   The City may also inspect the vehicles. The City shall be notified of inspections performed by a governmental agency other than the City, which meet or exceed the criteria for inspection established by the City. The results of those inspections shall be transmitted to the City.

2. Upon request by the City or any regulatory agency, the Contractor shall immediately remove from service, and replace or repair any equipment or vehicle, which is deemed inadequate or defective as a result of mechanical failure or non-compliance of the Vehicle Specifications.

E. VEHICLE LEASE

This agreement does not provide for the lease of vehicles by City from Contractor. Contractor shall be solely responsible for procuring by purchase, lease, rental or other means, sufficient vehicles to perform the provisions of this Agreement. City shall provide two (2) City owned alternative fuel buses as back-ups for fixed route services.

F. SERVICE ADJUSTMENTS

The City reserves the right to adjust service at any time. Modifications to services may include, but are not limited to, extending, deleting, or adding routes, or parts of routes, and expanding or decreasing revenue hours. In the event actual annual revenue hours fall below eighty percent (80%) or exceed one hundred twenty percent (120%) of the total projected annual revenue hours, the parties agree to meet promptly to negotiate a revised unit cost per revenue hour with the Contractor.

G. OFFICES

The Contractor shall provide an office open to the public at least five days per week, four hours per day between the hours of 9 am and 6 pm. This office may be located at 11747 Valley Blvd., El Monte, CA, or an alternate location that is equal in distance, or closer, to West Covina City Hall. Contractor shall use City Yard as the origin and termination point for all billable Services under this Agreement, and not the offices described in this section.

H. DOCUMENTS PROVIDED BY THE CONTRACTOR

The Contractor shall provide the City with the following documents throughout the term of this Agreement:

1. Written vehicle inspection check lists in the form set out by the City;
2. Wheelchair lift certificates;
3. Driver and dispatcher training manuals, as requested;
4. Certificates of insurance as required by Article 7;
5. Monthly performance reports as required by the City;
6. Unusual occurrence and all accident and injury reports, which shall be submitted within twenty-four (24) hours of the occurrence, including but not limited to, any "unsatisfactory" rating in a California Highway Patrol inspection program;
7. All data reports/information required by the RFP; and
8. Any additional information as may be required by other government agencies.

I. PERSONNEL

1. Contractor's Personnel

The Contractor shall be solely responsible for the satisfactory work performance of all employees as described by the RFP or any reasonable performance standard established

by the City. The Contractor shall be solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. The Contractor shall hold the City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The City shall have the right to demand removal from the program, for reasonable cause, of any personnel furnished by the Contractor. The City must be notified promptly of new hires or reassignments of program personnel.

Contractor shall include resumes and references of personnel assigned to West Covina program who will play critical roles in the provision of service. A responsible (Program Manager) senior level employee of the Contractor must be available at all times, either by telephone or in person, to make decisions or provide coordination as necessary. The Project Manager and Route Supervisor shall not regularly perform the duties as a driver or back up driver at any time during this contract. The Project Manager and Route Supervisor may on occasion help fill in where needed on unexpected emergency events such as illnesses or absences until a cover driver has arrived to assume the duties of the regularly scheduled driver which should not exceed 3 hours. In addition, when such an emergency occurs, the City shall be immediately notified and informed of when the cover driver is expected to arrive and also when he or she has arrived and the Project Manager and Route Supervisor have returned to their regular duties.

2. Vehicle Operators

Vehicle operators shall work on a schedule that will ensure a consistent and overall high quality of service. The Contractor shall require all vehicle operators providing services under this Agreement to provide consent for, and submit to, Live Scan fingerprinting. The City will conduct Live Scan fingerprinting at the City of West Covina Police Department, and bear all costs associated with this requirement. The City shall have the authority to deny an operator from providing services under this Agreement based on the results of said Live Scan report(s).

Vehicle operators shall pass a thorough background investigation, which shall verify the operators' qualifications, including proof they possess at least a valid California Class 11 or Class B (with appropriate endorsements) Driver's License and Medical Examination Certificate, and CPR Certification, as well as, any other licenses required by applicable federal, state and local regulations. All vehicle operators must meet the minimum standards listed below:

a. Not having been convicted of driving while intoxicated or under the influence of controlled substances within the preceding five years, or not have criminal charges pending for an offense for driving while intoxicated or under the influence of controlled substances.

b. Not be addicted to the use of alcohol or controlled substances.

c. Not be subject to outstanding warrants for arrest.

d. Able to read, write and speak English. Bilingual skills in Spanish or other languages are highly desirable.

e. Thorough knowledge of the service area street network.

f. Sensitive to passengers' needs, including assisting passengers, upon their request.

g. Able to handle complaints and problems as required.

Vehicle operators must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the route and the City of West Covina, and sensitivity and empathy training directed towards the needs of elderly and disabled passengers, in compliance with the Americans with Disabilities Act. Contractor shall describe how it will maintain an ongoing employee safety and training program.

Vehicle operators shall be trained to operate all types of vehicles, wheelchair lifts, ramps, and securing all systems, as well as, other equipment, which they may be expected to use in the dial-a-ride and/or fixed-route services. This requirement pertains to all vehicle operators, both regularly assigned and relief vehicle operators.

While performing their duties on the route, vehicle operators must maintain a clean and neat appearance and must be in a uniform acceptable to the City. Uniform shall include both shirt/blouse and slacks. Operators shall wear nametags with an identification number dedicated to that sole driver, clearly displaying their names while performing their duties. While jackets and hats are not required, they should, if worn, match the uniform, and jackets should display the drivers' name tag and id number.

The Contractor shall conduct pre-employment DMV (Department of Motor Vehicles) checks of all personnel hired for service and shall join the California DMV Pull Notice Program, whereby the Contractor shall be notified of any activity on a vehicle operator's driving record. Any operator exceeding the California DMV point system or with a revoked or suspended license will not be allowed to operate the City's service. Contractor shall notify the City of the results of these checks and whatever corrective actions taken, if any. Any voluntary drug testing and/or surveillance efforts on the part of the Contractor shall be described in the proposal and explained to vehicle operators.

The Contractor shall have capable and courteous personnel who are responsible for taking dial-a-ride requests and responding to telephone inquiries regarding transportation services. Bilingual (Spanish) or other languages dispatchers are highly desirable.

3. Maintenance Staff

The Contractor shall supply a sufficient number of properly qualified personnel to maintain and service all Contractor-provided equipment to provide services at the level agreed to herein.

The Contractor shall ensure all mechanics are properly trained in the operation and maintenance of the vehicles and equipment specified in the scope of the program. The Contractor shall provide mechanics with ongoing training in order to keep abreast of new maintenance techniques and equipment. The total number of annual training hours required for each mechanic shall be specified in the proposal.

J. GENERAL VEHICLE EQUIPMENT

The Contractor shall provide the appropriate number of vehicles with the available capacity to meet the needs of the City. All vehicles must satisfy ADA requirements. If Contractor wishes to provide different vehicles, they shall describe the proposed fleet in detail, showing how the fleet meets ADA requirements and the service needs of the City.

All vehicles, and vehicle equipment required by this RFP shall be maintained by the Contractor in good repair and in a condition satisfactory to the City. The Contractor shall assume all responsibility for the proper maintenance of the vehicles.

It shall be the expressed responsibility of the Contractor to assume all coordination with the original manufacturer of the vehicles if necessary to keep the vehicles in safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty department, and is responsible for collection of any monies, extended warranties, or credits as a result, for the length of time the warranty is in effect.

The extent of the proposed preventive maintenance program shall be an important consideration in the selection of the Contractor. Each vehicle must receive a daily pre-trip inspection by the operator prior to being placed in service. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be kept by Contractor and made available to the City.

Preventive maintenance inspections must be performed in accordance with manufacturer recommendations but shall not exceed every three thousand (3,000) miles for an "A" inspection. A "B" inspection shall be performed at every six thousand (6,000) miles and a "C" inspection shall be performed every eighteen thousand (18,000) miles and a "D" inspection at every thirty-six thousand (36,000) miles. The Contractor shall be responsible for correcting all deficiencies found during these inspections.

Preventive maintenance inspections and servicing shall occur not less than every three thousand (3,000) miles. The Contractor shall specify the preventive maintenance program for all vehicles used in this service.

A mechanic/certified driver must inspect each vehicle after it completes its daily service to ensure all lights are functioning, all seating is secure and that all tires, wheels, lugs, air brake systems, wheelchair lifts and exit doors are in proper operating condition.

Prior to beginning operations, the Contractor will be required to provide painting and current City of West Covina logo and design for each vehicle utilized in the fleet. The City of West Covina will provide the paint color-scheme and logo design for each of the services.

K. VEHICLE FACILITIES

1. The Contractor, with the cooperation of the City, shall provide and maintain appropriate vehicle storage facilities at an appropriate facility(ies) provided by the Contractor. The facility(ies) shall be located within reasonable proximity of the City's yard, specifically at 11747 Valley Blvd., El Monte, CA, or an alternate location that is equal in distance, or closer, to West Covina City Yard. Contractor shall use City Yard as the origin and termination point for all billable Services under this Agreement, Contractor may use facility outside of the City limits only if travel time is not included in billable service hours. The Contractor shall indicate what actions will be taken to perform services in those site(s) prior to the start of service.

   Contractor will have access to the City Yard at 825 South Sunset Avenue to wash vehicles and fuel vehicles. Contractor shall be responsible for the conduct of all Contractor employees while those employees are present in the City Yard.

2. At all times, the Contractor shall maintain all components of each vehicle including its body, frame, wheelchair lift, furnishing, mechanical, electrical, hydraulic or other operating systems in proper working condition free from damage and malfunction. The Contractor shall replace and repair immediately any vehicle damaged in any accident or otherwise damaged which impairs the proper and safe mechanical operation of the vehicle.

3. Recognizing that the safety of the passengers is paramount, the Contractor's maintenance staff shall **not**:

   a. Install mismatched tires;

   b. Perform partial brake relines without determining the cause of abnormal or premature wear;

   c. Allow tires to wear more than 3/32 tread depth;

   d. Replace a dead battery without testing charging system to ensure the battery will not go dead due to system malfunction;

e. Fail to ensure on a daily basis that each vehicle is in proper condition to pass all scheduled and unscheduled inspections; and

f. Allow any reported wear item to go unrepaired that would not hold up until the next scheduled inspection. The emphasis must be on preventing breakdowns.

4. The Contractor, at its sole cost and expense, shall maintain stores of and provide lubricants, repairs, parts and supplies required for the maintenance and operation of all vehicles utilized in providing services.

5. The Contractor shall maintain an individual file for each revenue vehicle to include date of action and all preventive maintenance functions including warranty work and any other pertinent maintenance data, including but not limited to fuel, lubricants and other fluid use.

6. The Contractor shall dispatch a spare vehicle in the event of a vehicle breakdown. The maximum allowable response time, from the moment a trouble call is received until a substitute vehicle arrives will be established by the City.

7. The Contractor shall obtain and maintain a two-way radio communications system, or cellular phone with adequate and demonstrated cellular reception coverage in the service areas subject to this Agreement, for both the fixed-route and dial-a-ride vehicles that will allow for the timely and efficient dispatching, coordinating and responding to service calls. The system may be of the Contractor's choice.. Operators shall utilize a hands free system while operating vehicle. The radio or cellular communication system must cover the routes of service, storage and maintenance facilities and the dispatch location without dead spots. Each revenue service vehicle, as well as, each administrative vehicle shall have the communication system operational.

9. The Contractor shall ensure that the requirements and procedures for towing buses are followed and the proper towing equipment is used. Towing may be subcontracted; however, it is the Contractor's responsibility to supervise the subcontractor. The Contractor shall notify the City of all accidents, both by telephone (within four hours) and in writing (by the close of the next business day).

L. OPERATIONAL EMERGENCIES

The Contractor shall be responsible for the enforcement of policies with regard to operational emergencies. The City may revise or establish additional policies. The Contractor shall be responsible for the handling and resolution of all operational emergencies and contingencies including, but not limited to, the following:

1. Hazardous Conditions

Vehicle operators shall report all hazardous road conditions (i.e., downed trees, missing bus signs, graffiti on bus benches, malfunctioning signals, etc.) in the City to the Contractor's supervisor. Contractor, in turn, shall immediately notify the City of such conditions and shall take necessary precautions to safeguard passengers and personnel.

2. In-Service Vehicle Failures

The Contractor shall require the vehicle operators to report any in-service vehicle failure to the Contractor's supervisor. The supervisor will attempt to ascertain the problem, use good judgment, and instruct the vehicle operator to take appropriate corrective action. If necessary, the supervisor will immediately send a spare vehicle to the location and the operator and passengers will change vehicle and continue in service. The Contractor, if necessary, shall send a mechanic to the location in order to take corrective measures and/or supervise the towing of the vehicle. The Contractor shall report any in-service vehicle failures to the City immediately and not later than the start of the next service day.

3. Wheelchair Lift Failure

The Contractor shall be responsible for the proper operation and maintenance of all wheelchair lifts. The Contractor shall require vehicle operators to report all in-service lift failures to the Contractor's supervisor. If the lift fails while attempting to board a wheelchair passenger, the supervisor shall promptly arrange for alternate transportation for the passenger in the wheelchair inconvenienced by the lift breakdown. If the lift fails while attempting discharge of a wheelchair passenger, the operator shall manually operate the lift and notify the supervisor. The supervisor shall arrange a vehicle change as quickly as reasonably possible following any lift failure. The Contractor shall report all in-service lift failures to the City no later than the start of the next service day.

4. Passenger Disturbances

The Contractor shall instruct vehicle operators to report nonpayment of fares; graffiti or other vandalism on the vehicles; pushing, shoving and other disturbing or dangerous conduct; and other serious passenger disturbances to the vehicle operator's supervisor. The supervisor shall use good judgment in handling the passenger disturbance by appraising the situation, issuing appropriate instructions to the operator and request law enforcement assistance if necessary.

5. Medical Assistance to Passengers

The Contractor's employees shall use good judgment in responding to passenger accidents, injuries, or illnesses occurring on the vehicles. In the event of a passenger requiring medical assistance, the vehicle operator shall immediately advise the Contractor's supervisor by radio of the situation and location of the vehicle, and the

supervisor shall notify the City of West Covina's Fire Department/Paramedics for assistance. An incident report shall be completed documenting the incident with a copy to the City no later than the start of the next service day.

6. Accidents

The Contractor shall require all vehicle operators to report any accident or incident involving the vehicle to the Contractor's supervisor. The supervisor shall use good judgment in handling the situation, and shall immediately notify police or fire department if necessary. The supervisor shall report all accidents to City by telephone immediately. Both the operator and supervisor will complete an accident report approved by City with copy to the City no later than the start of the next service day. The Contractor shall submit all accident-related reports to the DMV as required.

M. SPECIAL SERVICES

Special services, beyond those set forth in Contract Documents, will be provided by Contractor upon request by City's authorized employees as follows:

1. When additional services fall entirely within normal service hours and City directs that normal operating personnel should be used to provide the additional service, such as part of the regular cost defined in Exhibit "B" and are not considered "extra services" City recognizes that an equivalent lower level of service will be provided in normal operations during the period of such additional services.

2. The Contractor from time to time will be required to provide special event-related services. Special event service may vary from year to year and shall be billed at no more than the fixed-route revenue hour rate.

ARTICLE 6
INDEMNITY

The Contractor does hereby indemnify and hold the City and the Los Angeles County Metropolitan Transportation Authority (herein referred to as "LACMTA"), their appointed and elected officials, agents and employees free and harmless from any and all actions, suits, claims, damages to persons or property, loses, costs, penalties, obligations, errors, negligence, omissions or liabilities including but not limited to attorney's fees (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of the activities of the Contractor or its officers, agents, or employees in connection with this Agreement (including use or servicing of vehicles) or arising from the Contractor's acts, negligence or omissions hereunder or its failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith.

1. The Contractor shall defend any action or actions filed in connection with any of the said claims or liabilities and shall pay all reasonable costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

2. The Contractor shall promptly pay any final judgment rendered against the City and the LACMTA, its officers, agents or employees for any such claims or liabilities arising directly out of or in connection with the activities of the Contractor hereunder; and

3. The Indemnity set forth in this Article 6 shall not apply in the case of claims arising from acts of third parties or the City.

The provisions of Article 7 of this Agreement shall not be deemed to satisfy the indemnity obligations of the Contractor pursuant to this Article 6.

ARTICLE 7 - INSURANCE
LIABILITY INSURANCE

With respect to performance of work under this Agreement, Contractor shall maintain, and shall require all of its Subcontractors maintain, during the life of this Agreement, insurance as described below. All insurance policies shall be issued by an admitted insurer or insurers as defined by the California Insurance Code or an authorized surplus liens carrier listed in the State of California Department of Insurance "Leslie List". Said carrier(s) shall have a Best's rating of no less than "A-".

The insurance shall be satisfactory to the City Attorney and shall be evidenced by delivery to the City Clerks office of a certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies, all endorsements whether or not required by the City, and a certified copy of each policy, including all endorsements. Without limiting Contractor's liability pursuant to the hold harmless and indemnity provisions of the contract, Contractor shall maintain, at a minimum, the insurance listed below:

A. Worker's Compensation Insurance

1. The Contractor shall maintain Workers' Compensation Insurance with statutory limits and Employers Liability Insurance with limits of not less than $1,000,000 per incident. Such insurance shall comply with all applicable state laws.
2. Contractor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to City. Certificates containing wording that release the insurance company from liability for non-notification of cancellation of the insurance policy is not acceptable.
3. An endorsement stating the City shall receive at least thirty (30) days notice prior to cancellation or non-renewal of coverage.
4. Policy(s) are to be endorsed to include a waiver of subrogation against the City, its officers, officials, agents and employees. Contractor and its employees are independent Contractors and not employees of the City. Contractor and/or its insurers are responsible

for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

5. City shall not be responsible for any increases in Workers' Compensation costs incurred by Contractor in any future scenario.
6. The insuring provisions, insofar as they may be judged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

B. **Liability Insurance**

1. Commercial General Liability and Property Damage: The Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the Contractor and against all claims resulting from damage to any property due to any act or omission of the Contractor, his agents, or employees in the operation of the work or the execution of this contract. Such insurance shall include products/completed operations liability, owner's and Contractor's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. City shall not be responsible for any increases in insurance costs incurred by Contractor in any future scenario. The minimum shall be as follows:

   - Bodily Injury (Injury or Accidental Death) and Property Damage (per occurrence) $5,000,000 Combined Single Limit.

2. Commercial Automobile Public Liability and Property Damage: The Contractor shall maintain Automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles, owned, hired and non-owned, or any other vehicle in the completion of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. City shall not be responsible for any increases in insurance costs incurred by Contractor in any future scenario. The minimum amounts of Automobile Public Liability and Property Damage Insurance shall be as follows:

   - Bodily Injury (Injury or Accidental Death) and Property Damage (per Occurrence) $5,000,000 Combined Single Limit.

3. Additional Insured. The General Liability and Auto Liability policy(s) are to contain, or be endorsed to name the City and LACMTA, its officers, appointed and elected officials, agents, and employees as Additional Insured as respects the liability arising out of the activities performed in connection with this Agreement. The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by the City, (b) 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; and (c) contain Standard Cross-Liability provisions. Such additional insured endorsements maintained by the Contractor and its Subcontractors shall not be required to provide coverage to the

City for the active negligence of its members. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the Contractor

4. Deductibles and Self-insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, the City. Contractor shall declare the deductible chosen and state as part of its Proposal. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officials, employees, agents, and Contractor's; or the bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City.

C. **Certificates of Insurance**

1. Contractor shall furnish properly executed Certificates of Insurance with original policy endorsements to City prior to commencement of work under this agreement. The certificates and endorsements shall clearly evidence all coverage requirements described herein. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

2. All certificates and endorsements are to be reviewed and approved by the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3. Separate endorsements are required, naming the City and the LACMTA as additional insureds, for liability insurance and providing a waiver of subrogation for Workers' Compensation Insurance.

4. Contractor shall maintain all insurance policies for the life of the Agreement, including all subsequent renewals. Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to the City.

5. All insurance required by this Agreement shall be maintained by Contractor in full force and effect for the entire term of this Agreement. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may forthwith terminate this agreement.

6. Original insurance certificates and endorsements are to be delivered to:

Mr. Scott Smilowitz
Community Services Manager
City of West Covina
1444 West Garvey Avenue
West Covina, CA 91790

ARTICLE 8
LICENSES, FEES, TAXES AND PERMITS

The Contractor shall have the sole obligation to pay whatever license fees, assessments and taxes, including, but not limited to use, sales, property or other taxes on any real or personal property, owned, leased or used by it in providing the Services hereunder, plus any applicable penalties and interest imposed upon the Contractor by any agency as a result of the operation of the Services pursuant to this Agreement. Contractor shall maintain a current business license with the City during the term of this Agreement and any subsequent renewals.

ARTICLE 9
COMPENSATION TO THE CONTRACTOR

The City shall be responsible for and shall pay to the Contractor for the Services the amounts due pursuant to the Schedule set forth in Exhibit "B" attached hereto and incorporated herein by this reference. Contractor shall only bill for from first pick-up to last drop-off. No "dead-head" (transportation of an employee who is not operating the vehicle to a location along the path of the vehicle's route, including some deviation, for the employee's or employer's benefit) time shall be billed to City. Individual invoices shall be sent in triplicate to the City within ten (10) days after the end of each month. Billings not received within such time period are subject to a late billing penalty of 2% at the sole discretion of the City.

The City shall pay the Contractor monthly after the service has been provided and within a reasonable time after receipt of the invoice, consistent with the City's normal accounts payable practices and procedures. At City's sole discretion, City may elect to exercise the "progress payments" option offered to City by Contractor as defined by the Proposal. City may, but is not required to, exercise the "progress payments" option immediately upon commencement of Services, and may elect to exercise the option at any time during this Agreement and/or subsequent renewals. Should City elect to use the "progress payments" compensation model, City may cease utilizing the option and re-commence the program at any time after the completion of the preceding billing cycle.

All operating revenues collected by Contractor in connection with the services rendered under this Agreement are the property of City. Operating revenues include all fares, sales of tickets and passes, advertising sales, and rental of equipment. Operating revenues shall be collected and accounted for by Contractor, and shall be deducted from the monthly invoices.

ARTICLE 10
PERFORMANCE STANDARDS, LIQUIDATED DAMAGES AND PENALTIES

A. Operating Performance Standards

The Contractor shall operate vehicles with due regard for the safety, comfort and convenience of passengers and the general public.

The City will set performance standards for its services. The Contractor and the City shall meet periodically to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they will be adjusted based upon recommendations made by Contractor with the concurrence and final decision by the City. Should it be found that the Contractor's performance has contributed to Contractor's failure to achieve these standards, Contractor shall take all reasonable actions requested by the City to correct deficiencies in performance.

Should deficiencies persist, the City may assess liquidated damages or penalties. Sums owed to the City as liquidated damages or otherwise may be paid directly to the City or at the sole option of the City, deducted from payments otherwise due to the Contractor.

The City Manager, or his/her designee, shall maintain the right to assess liquidated damages or penalties against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards. Circumstances beyond the control of the Contractor, causing the Contractor to fail to comply with the stated performance requirement, will be considered as just cause on the part of the City not to assess liquidated damages or penalties against the Contractor.

Service should be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of special events or a declared emergency. The Contractor shall not be held responsible for the failure to provide on time service due to weather or traffic conditions and/or naturally occurring disasters.

Notwithstanding the above caveat, the City may impose liquidated damages or penalties on the following basis:

1. Customer service is very important in building ridership and support for this service. Therefore, the fourth (and any additional) justified complaint about each service in any 7-day period shall result in the Contractor paying a penalty $100 per substantiated complaint.

2. The Contractor shall maintain satisfactory California Highway Patrol (CHP) terminal inspection throughout the life of the contract (proof of CHP certification is required). If the Contractor receives an *unsatisfactory* rating from the CHP, the Contractor shall notify the City immediately and state what is being done to correct the deficiency. If the vehicle operating authority falls under the California Public Utilities Commission (PUC) and if the PUC revokes the permits to operate the vehicles in this service as a

result of unsatisfactory inspection ratings by the CHP, the vehicles shall not operate and a $500 per vehicle per day fine shall be assessed until a satisfactory inspection report is obtained and the vehicle is again available for service.

3. The City reserves the right, at its sole discretion, to inspect and reject temporarily or permanently by notice to the Contractor, any vehicle the Contractor utilizes which the City deems unacceptable. In the event any revenue vehicle is rejected temporarily by the City as a result of deficient vehicle condition or appearance, $500 per vehicle per day shall be assessed until the condition is corrected. In the event any revenue vehicle is rejected permanently by the City as a result of the vehicle's conditions, Contractor shall replace the vehicle and will be assessed $500 per vehicle per day until the vehicle is replaced with one that is acceptable to the City.

4. If any regulatory agency or funding source penalizes the City for late, incomplete or inaccurate data which was the Contractor's responsibility to collect and/or provide to the City, the liquidated damages shall be the amount of the penalty and any administrative costs incurred by the City.

5. In the event the Contractor fails to commence service on March 3, 2014, (or a later date with approval of City) or if Contractor fails to provide service for any substantial part of any day, the Contractor shall pay the City liquidated damages of $1,000 for each service day.

DIAL-A-RIDE PENALTIES:

1. If the wait time of any dial-a-ride trip has been verified to exceed 60 minutes, the liquidated damages shall be $60.00 per incident plus $1.00 for every minute thereafter; and $120.00 for the first 120 minutes for dial-a-ride plus $1 for every minute thereafter.

2. If the wait time of a pre-scheduled trip has been verified to exceed 30 minutes, the liquidated damages shall be $50.00 per incident; if it exceeds 45 minutes, the liquidated damages shall be $75 per incident; and, if it exceeds 60 minutes, the liquidated damages shall be $100 per incident.

3. If a trip request has been verified to be lost by dispatch, and no vehicle was dispatched, the liquidated damages shall be $100.00 per incident.

FIXED-ROUTE PENALTIES:

1. If the successful performance rate of the total wheelchair lift boardings falls below 90%, the liquidated damages shall be $100 per month. The percentage shall be calculated based on monthly actual usage of the lifts by passengers, and regular inspections by City staff;

2. Adherence to Schedule: The following liquidated damages shall be imposed if, within any 30-day period, any of the following incidents occur after the occurrence of two substantiated incidents during the same thirty day period;

   (1) If a trip on the fixed-route system departs in advance of the scheduled departure time at any designated time point, the liquidated damages shall be $100 for every 10 minute increments; and

   (2) If a trip on the fixed-route system is delayed for more than 10 minutes following the time set forth for departure at any designated time point, the liquidated damages shall be $100 per 10 minute increments. Exceptions will be granted if the trip had more than two wheelchair boardings or deboardings. If a trip on the fixed-route system is not provided, the liquidated damages shall be $500 per occurrence.

The Contractor must have sufficient telephone lines to handle the additional calls from West Covina residents. The Contractor shall provide a Customer Service telephone line which shall be a local (non-toll free) call from anywhere within the City of West Covina, to provide route information and take dial-a-ride requests. One TDD phone must also be provided for persons with hearing impairments. All personnel should be trained to respond accurately and professionally. All comments and complaints shall be received by the City and referred to the Contractor who shall respond the next working day with a description of any follow-up action taken or anticipated. The Contractor must have a facsimile machine compatible with the City's. An answering machine may be used to provide information outside of service hours. Voicemail greetings/recorded information must be available also in Spanish.

B. Personnel Performance Standards

Regularly assigned drivers or a trained back-up must be available and on-time to ensure consistent and reliable service.

All personnel are responsible for knowledge of the service system design, the City of West Covina, and route destinations. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger-complaints, as well as, operational and maintenance problems promptly to the Project Manager who shall forward the information to the City.

C. Fare Collection and Accountability

The City will determine the cash fare for the fixed route and dial-a-ride service. The City reserves the right to change the fare or to issue passes, discount coupons or tickets to be used in lieu of cash fares. The Contractor shall ensure that all drivers are aware of and adhere to the fare structure.

All fares collected by the operators must be turned in each day to the Project Manager. This revenue is to be counted, rolled and deposited each day. The Contractor will establish

reconciliation procedures to safeguard any cash, tickets and coupons collected and will ensure that they are accounted for accurately. The Contractor will provide the City with an invoice and the City shall reimburse for actual services provided on a monthly basis. Only the City may decide whether or not to allow advertising on the vehicles. If advertising is allowed, any revenue from advertising on or in the vehicles will belong to the City.

D. Program Operational Records and Responsibilities

Records and reports should be consistent with all (Section 15) NTD reporting requirements, as well as, all other reporting required by MTA. In addition, the City of West Covina may be required to provide statistical information in order to comply with other grant and legislative requirements. The City will use the information requested in this section to monitor and evaluate the productivity of the service. Information must be submitted to the City according to the reporting schedule to be established by the City. All reports shall be submitted to the City in a format approved by the City. The Program Manager will prepare and submit to the City, with appropriate back-up, no later than the, sixth working day of each month, a summary report of operations and activity for each type of transit service, which will include at least:

1. Daily totals of passenger counts, revenue hours, total hours, revenue miles, total miles, farebox revenue, passenger types any other operating data collected, documenting any discrepancies in the reported number of passengers carried and the amount of fares collected by the operator.

2. Passenger pick-up and drop-off times, and locations for the dial-a-ride service.

3. Operational problems, accidents, incidents and passenger complaints, and any actions taken regarding these events. All passenger complaints shall be reported by phone to the City immediately upon Contractor's receipt of complaint. Contractor must respond and begin investigation of complaint immediately. City shall be informed as to the time needed for resolution of complaint. Resolution of customer complaint must be submitted to the City immediately upon completion and no later than three business days.

4. Results of documentation may indicate the need for changes in the level of service or in operational or routing modifications. The provider shall cooperate with the City to improve the transportation operation and maintain flexibility so that service modifications may be implemented quickly.

5. If the Contractor does not provide required data, reporting, statistics and monthly billing invoices for any or all services that is demanded by the City and the Los Angeles County Metropolitan Transportation Authority (MTA) and the Authority within five (5) business days, liquidated damages of $500.00 per day will be paid to the City or deducted from the monthly billing owed to said Contractor.

E. City Access to Records

The City, or any of its duly authorized representatives, employees, personnel or agents, upon reasonable written notice, shall have access, for the purpose of audit and investigation, to any and all original books, documents, papers and records of the Contractor which pertains to this Agreement. Said original books, documents, papers and records must be retained by the Contractor in the Southern California Region for three years following final payment under the contract.

F. Marketing/Public Outreach/Advertising

The City shall be responsible for public relations, as well as, the production of schedules and marketing and other promotional materials, therefore, these costs should not be included in the proposal.

The Contractor must refer all media requests to the City and may not provide any information without prior approval by the City.

The Contractor shall cause drivers and supervisors to cooperate and comply with reasonable requests by the City to distribute notices, schedules or other promotional materials to passengers in connection with the services provided. The City may also request the Contractor's personnel to collect data from passengers by handing out survey forms.

The Contractor shall participate in the City's special events such as the City's Earth Day Celebration, Red Ribbon Rally, etc. as requested by the City. These events may require the Contractor to display service vehicles in addition to providing manpower for a display booth for distributing brochures regarding the City's transit services.

G. Operating During a Declared Emergency

Upon declaration of any emergency by the City Manager or his/her designated representative, the Contractor may be responsible for a number of transportation-related activities, including the development of emergency travel routes, and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor shall make available all program vehicles to the City, report to a designated City parking area immediately and deploy vehicles in a manner described by the Director of Community Services or his designee as part of the City's Emergency Response Plan. The City shall be obligated to compensate the Contractor for services that significantly exceeds the normal expense of operating the service during such period of declared emergency. The Contractor shall be required to document and maintain all emergency-related services as requested by the City and provide these documents to the City at the declared conclusion of the emergency.

H. Price and Satisfaction Guarantee – Contractor Service Warranty

Contractor commits that its price and service model presented in its Best and Final Offer (Exhibit "C") is valid and meets the services needs of the City of West Covina's Transit System (Fixed Route and Dial-A-Ride). Furthermore, Contractor guarantees that its price to provide transit

services to the City of West Covina will not exceed its Best and Final Offer, barring any changes in the scope of work by the City. Contractor's not to exceed prices for the five-year agreement are as follows, with the optional sixth and seventh year contained in the Best and Final Offer.

March 2014-2015
Fixed Route $623,983 (Hourly Rate of $53.56)
Dial-A-Ride $347,063 (Hourly Rate of $45.67)
Total $971,047

March 2015-2016
Fixed Route $623,776 (Hourly Rate of $53.54)
Dial-A-Ride $346,662 (Hourly Rate of $45.61)
Total $970,437

March 2016-2017
Fixed Route $635,177 (Hourly Rate of $54.52)
Dial-A-Ride $352,883 (Hourly Rate of $46.43)
Total $988,059

March 2017-2018
Fixed Route $645,220 (Hourly Rate of $55.38)
Dial-A-Ride $358,331 (Hourly Rate of $47.15)
Total $1,003,551

March 2018-2019
Fixed Route $655,908 (Hourly Rate of $56.30)
Dial-A-Ride $364,123 (Hourly Rate of $47.91)
Total $1,020,031

In addition, Contractor shall provide the following unconditional satisfaction warranty to the City:

In the event the City is dissatisfied with Contractor's service for any reason during the term of the Agreement, the City may terminate the Agreement. In the event the Agreement is so terminated, Contractor will refund to the City any and all profits made by Contractor resulting from this Agreement, during the final 12 months during the period prior to the termination.

Furthermore, Contractor commits that its price is valid, and barring any changes in the scope of work, the company commits that its price will not change from its submitted cost proposal for the period of this agreement and any extensions to this agreement.

Contractor Initials: _____

ARTICLE 11
TERMINATION OR SUSPENSION

A. The City shall have the right to (i) forthwith terminate this Agreement, (ii) withhold payment to the Contractor, (iii) provide substitute service at the Contractor's expense, or (iv) exercise any and all other remedies legally available to it in the event of:

1. The bankruptcy of the Contractor or assignment by it for the benefit of its creditors.

2. The failure or refusal of the Contractor to perform the Services in a satisfactory manner after five (5) working days written notice by the City to the Contractor.

3. The failure or refusal of the Contractor to comply with applicable federal, state and local government laws, codes, regulations or ordinances.

4. The failure to receive a "Satisfactory" rating within thirty (30) days of receipt of an "Unsatisfactory" rating of any vehicle used in connection with the Services.

5. The failure to notify the City of an "Unsatisfactory" rating of any vehicle used in connection with the Services.

6. This contract may be terminated for convenience by the City without cause, in whole or in part, by giving the Contractor thirty (30) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. Should the contract be terminated for convenience, the Contractor shall be paid for all authorized services provided, including reasonable charges for demobilization. However, the Contractor shall not be paid any anticipated profit or fees for services not provided.

7. The abandonment or discontinuance by the Contractor of the Services without the prior written consent of the City.

8. The continued violation on the part of the Contractor's agents or employees of traffic laws, ordinances, and regulations.

9. The failure to maintain the whole, or any portion, of the Contractor's vehicles and other equipment or facilities as required by this Agreement.

10. The failure of the Contractor to maintain the insurance coverage required herein by Article 7.

11. Contractor violates any other material obligations contained hereunder.

B. If cancellation is due to any of the reasons specified in subsection (A) of Article 11 of this Agreement, the City may offset damages incurred by it in accordance with Article 10.

C. In the event the City terminates this Agreement as provided in subsection (A) Article 11, the Contractor shall be entitled to receive payment for the pro rata share of the monthly Services provided as of the time of cancellation of the Contract, subject to any offset, as provided in Article 10.

D. Subject to the foregoing, including any remedy preferable to City provided in subsection (A) Article 11, during the initial term and subsequent renewals, either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party.

E. Notwithstanding the foregoing, during the initial term and any subsequent renewal terms, pursuant to the Contractor's Satisfaction Guarantee (see Article 10, Sec. H.), City may terminate this Agreement at any time if City is dissatisfied with the Services by providing written notice to Contractor.

F. If for any reason the Services continue after the end of the last renewal term provided for in this Agreement, the parties will continue to operate under the terms of this Agreement, except that the term for Services will be a month-to-month, and may be terminated by either party with fifteen (15) days prior written notice to the other party.

E. In the event this Agreement is terminated by the City, all data prepared in providing the Services shall be made available immediately to the City at the Contractor's sole expense.

F. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of Services under this Agreement

ARTICLE 12
ASSIGNMENT AND SUBCONTRACTING

This Agreement is made in reliance on the qualifications and responsibilities of the Contractor and, therefore, the Contractor shall not assign, transfer or subcontract all or any part of its obligations or benefits under this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. The Contractor acknowledges that the following non-exhaustive list of requirements prior to authorizing an assignment, transfer or subcontracting of all or any part of this Agreement by the Contractor shall not be deemed unreasonable: 1) requirement of financial compensation from Contractor to City for the administrative and associated costs of processing said assignment, transfer, or subcontract, in an amount not to exceed 3 months of billed services under this Agreement; 2) cooperation with and facilitation of all communications, meetings and document transfers, between City and proposed assignee, transferee, or subcontractor necessary for City, at City's sole discretion, to determine the desirability of said assignee, transferee, or subcontractor; and 3) ninety (90) days advance written notice of the intention to assign, transfer, or subcontract all or any part of the Services or this Agreement, commencing upon the extension of an offer by Contractor of said assignment, transfer, or subcontracting to a third party, or entertainment of an offer from a potential assignee, transferee, or subcontractor by Contractor, whichever shall first occur.

The parties acknowledge and agree that this Agreement is not intended to be an exclusive agreement for transit services for the City. The Contractor acknowledges that the City may award or enter into additional agreements with third parties, including competitors of the Contractor for transit services during the term of this Agreement.

ARTICLE 13
CHOICE OF LAWS

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

ARTICLE 14
ASSISTANCE FROM CONTRACTOR

The Contractor shall participate with the City in the design and implementation of any changes in the Services. The Contractor shall provide suggestions respecting scheduling and routing to the City from time to time for the purpose of improving the overall Services.

The Contractor shall provide advice to the City in the marketing and promotion of the Service and shall, at the request of the City, participate in marketing activities for the Service without additional compensation.

ARTICLE 15
NOTICES

All notices pursuant to this Agreement shall be in writing and shall be effective upon (i) personal delivery to the person to be notified or (ii) three (3) business days after the postmarked date placed by the United States Postal Service or other carrier, including any lawful successor, postage prepaid addressed as follows:

City:
West Covina: Community Services Director
City of West Covina
1444 West Garvey Avenue
West Covina, CA 91790

Contractor:
Joe Escobedo, Sr. Vice President
MV Transportation, Inc.
5910 N. Central Expy, Ste. 1145
Dallas, TX 75206
With copy to: Office of the General Counsel

City's General Counsel	West Covina City Attorney City of West Covina 1444 West Garvey Avenue West Covina, CA 91790
Contractor's General Counsel:	Patricia McArdle Associate General Counsel 5910 N. Central Expy., Suite 1145 Dallas, TX 75206

ARTICLE 16
SAFETY PROGRAM

The Contractor shall provide regular and continuous formal safety instructions and training to all employees providing Services under this Agreement. Personnel assigned to the Services shall be required to attend safety meetings scheduled at a minimum of four (4) times per year. Certifications of attendance at these meetings shall be sent to the City not later than thirty (30) days after each safety meeting. Copies of training manuals and materials shall be sent to the City, for review purposes, describing the content and scope of the safety program. Certification of Completion of Training shall be sent to the City for all employees no later than ten (10) working days after training has been completed.

ARTICLE 17
PROPOSITION "A" & "C" AND MEASURE "R" FUNDING

The funding source for the Service is the City's Proposition "A" &"C" and Measure "R" funds. In the event these funds become unavailable in the amount anticipated, the City shall have the right to reduce or terminate this Agreement upon thirty (30) days written notice to the Contractor. The Contractor shall be entitled to compensation for all Services provided up to the date of termination.

ARTICLE 18
FORCE MAJEURE

The parties to this Agreement agree that neither shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond their control. Such events include, but are not restricted to the following: Acts of God, fire, epidemics, earthquakes, flood or other natural disasters, riots, strikes, war, civil disorder, or unavailability of fuel. A party wishing to have its obligation hereunder suspended or excused for Force Majeure shall notify the other party of the existence of Force Majeure by telephone or by fax as soon as reasonably possible after the occurrence of the cause or event constituting Force Majeure.

ARTICLE 19

[INTENTIONALLY LEFT BLANK]

ARTICLE 20
ATTORNEY'S FEES

Should any litigation be commenced between the parties hereto to interpret or enforce the provisions of this Agreement, including an action for declaratory relief, the prevailing party shall be entitled to reasonable attorney's fees, court costs and necessary disbursements, in addition to any other relief to which it may be entitled in law or equity.

ARTICLE 21
SEVERABILITY

If any term, condition or covenant of this Agreement, or the application hereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement, other than those paragraphs held invalid or unenforceable, shall be unaffected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

Date: 12/17/13

CITY OF WEST COVINA

By _____
Steve Herfert, Mayor

Date: 12/18/13

MV Transportation, Inc.

By _____
Joe Escobedo, Sr. Vice President

Date: 12/19/13

MV Transportation, Inc.

By _____
W.C. Pihl, Executive Vice President

ATTEST

_____
Nickolas S. Lewis, City Clerk

APPROVED AS TO FORM

_____
Arnold Alvarez-Glasman, City Attorney

TENTH AMENDMENT TO CITY OF WEST COVINA TRANSPORTATION SERVICES AGREEMENT WITH MV TRANSPORTATION, INC.

THIS TENTH AMENDMENT ("Amendment") is made and entered into as of August 18, 2026 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and MV TRANSPORTATION, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into a Transportation Services Agreement dated December 18, 2013 for Contractor to provide Fixed Route Shuttle Services and Dial-A-Ride services for the City ("Agreement"); and

WHEREAS, City and Contractor amended the fee schedule due to State-imposed increases to the minimum wage, through the First Amendment to the Agreement; and

WHEREAS, Article 4 of the Agreement provides for an initial term of March 3, 2014 through March 2, 2019, with the option for City and Contractor to extend the term for two (2) additional one (1) year periods; and

WHEREAS, City and Contractor exercised the first extension option and extended the term through March 2, 2020, through the Second Amendment to the Agreement; and

WHEREAS, City and Contractor exercised the second extension option and extended the term through March 2, 2021, through the Third Amendment to the Agreement; and

WHEREAS, City and Contractor agreed to extend the term on a month-to-month basis while the City conducted a formal solicitation for transportation services, and agreed to establish a new transportation services pilot program with Uber, through the Fourth Amendment to the Agreement; and

WHEREAS, City and Contractor agreed to extend the term on a month-to-month basis, for a period not to exceed six (6) months, while the City conducted a formal solicitation for transportation services, and removed the transportation pilot program with Uber from the scope of Contractor's services, through the Fifth Amendment to the Agreement; and

WHEREAS, City and Contractor agreed to extend the term for one (1) additional year, through September 2, 2023, through the Sixth Amendment to the Agreement; and

WHEREAS, City and Contractor agreed to extend the term for one (1) additional year, through September 2, 2024, through the Seventh Amendment to the Agreement; and

WHEREAS, City and Contractor agreed to extend the term for one (1) additional year, through September 2, 2025, through the Eighth Amendment to the Agreement; and

WHEREAS, the City discontinued the Red and Blue Lines in February 2025; and

WHEREAS, City and Contractor agreed to extend the term for one (1) additional year, through September 2, 2026, through the Ninth Amendment to the Agreement; and

WHEREAS, City and Contractor desire to extend the term for one (1) additional year; and

WHEREAS, City and Contractor desire to set forth Contractor's compensation during the extension period accordingly.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the Agreement shall be extended for one (1) year, through September 2, 2027. Pursuant to the Fourth Amendment to the Agreement, either party may terminate the Agreement for convenience with thirty (30) days' written notice to the other party.

2. Commencing September 3, 2026, for transportation services, City agrees to pay Contractor a monthly fee in the amount of Fifty-Four Thousand Five Dollars and Zero Cents ($54,005.00) ("Monthly Fixed Fee"). In addition to the Monthly Fixed Fee, City agrees to pay Contractor the following hourly rates:

Fixed Route Shuttle Services:	$77.96 per hour
Dial-A-Ride Services:	$61.31 per hour

3. Contractor's total compensation for the period of September 3, 2026 through September 2, 2027 shall not exceed One Million Four Hundred Seventy-Nine Thousand Seven Hundred Fifty Dollars and Zero Cents ($1,479,750.00).

4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.

5. Except as expressly amended by this Amendment, all other terms, conditions and provisions of the Agreement shall remain unchanged and are in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment ("Prior Amendments"), and this Amendment. The Agreement, together with the Prior Amendments and this Amendment, contains the entire agreement between the City and Contractor and supersedes all prior negotiations, understandings or agreements.

6. This Amendment 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. Delivery of an executed counterpart of this Amendment 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 Amendment. 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 rights to challenge the admissibility or authenticity of this Amendment in a court of law based solely on the absence of an original signature.

7. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that

by doing so, the parties hereto are formally bound to the provisions of this Amendment.

IN WITNESS WHEREOF, City and Contractor have executed this Amendment as of the date set forth above.

CITY OF WEST COVINA

Milan Mrakich
City Manager

ATTEST:

Lisa Sherrick, CMC
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

Karen Ogawa
Finance Director

CONTRACTOR

Marie Meisenbach Graul
Chief Financial Officer

NINTH AMENDMENT TO CITY OF WEST COVINA LEASE AGREEMENT WITH MV TRANSPORTATION, INC. FOR LEASE OF SPACE AT CITY YARD

THIS NINTH AMENDMENT ("Amendment") is made and entered into as of August 18, 2026 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation ("City" or "Landlord") and MV TRANSPORTATION, INC., a California corporation ("Tenant").

WHEREAS, City and Tenant entered into a Lease Agreement dated January 22, 2014 for the lease of a portion of the City Yard in connection with the Transportation Services Agreement dated December 18, 2013 between City and Tenant for Fixed Route Shuttle services and Dial-A-Ride services for the City ("Lease Agreement"); and

WHEREAS, the Lease Agreement had an initial term of sixty (60) months, with two (2) one (1)-year extension options pursuant to Fundamental Lease Provisions, Section 1(h); and

WHEREAS, the Lease Agreement allowed storage of approximately nine (9) transportation vehicles used by Tenant pursuant to Fundamental Lease Provisions, Section 1(j); and

WHEREAS, through the First Amendment to the Lease Agreement, Landlord and Tenant extended the term of the Lease Agreement through January 22, 2020, added storage for five (5) additional transportation vehicles at a rate of $300.00 per month, and added the option for Tenant to request in writing additional storage space for transportation vehicles at a rate of $2.00 per day, per space; and

WHEREAS, through the Second Amendment to the Lease Agreement, Landlord and Tenant extended the term of the Lease Agreement through March 2, 2021 and decreased said additional storage from five (5) to three (3) additional transportation vehicles at a rate of $180.00 per month; and

WHEREAS, through the Third Amendment to the Lease Agreement, Landlord and Tenant agreed to extend the term of the Lease Agreement on a month-to-month basis, for up to twelve (12) months, to coincide with an extension to Transportation Services Agreement, and memorialized certain terms outlined in the Second Amendment; and

WHEREAS, through the Fourth Amendment to the Lease Agreement, Landlord and Tenant agreed to extend the term of the Lease Agreement on a month-to-month basis, for up to six (6) months, to coincide with an extension to the Transportation Services Agreement; and

WHEREAS, through the Fifth Amendment to the Lease Agreement, Landlord and Tenant agreed to extend the term of the Lease Agreement for a period of one (1) year, through September 2, 2023, to coincide with an extension to the Transportation Services Agreement; and

WHEREAS, through the Sixth Amendment to the Lease Agreement, Landlord and Tenant agreed to extend the term of the Lease Agreement for a period of one (1) year, through September 2, 2024, to coincide with an extension to the Transportation Services Agreement; and

WHEREAS, through the Seventh Amendment to the Lease Agreement, Landlord and Tenant agreed to extend the term of the Lease Agreement for a period of one (1) year, through September 2, 2025, to coincide with an extension to the Transportation Services Agreement; and

WHEREAS, through the Eighth Amendment to the Lease Agreement, Landlord and Tenant agreed to extend the term of the Lease Agreement for a period of one (1) year, through September 2, 2026, to coincide with an extension to the Transportation Services Agreement; and

WHEREAS, Landlord and Tenant now desire to extend the term of the Lease Agreement for a period of one (1) year, to coincide with an extension to the Transportation Services Agreement.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Landlord and Tenant hereby agree as follows:

1. The term of the Lease Agreement shall be extended for one (1) year, through September 2, 2027. Landlord and Tenant understand and agree that the term of the Lease Agreement is intended to coincide with the term of the Transportation Services Agreement and that termination of the Transportation Services Agreement shall result in automatic termination of the Lease Agreement.

2. All terms not defined herein shall have the same meaning and use as set forth in the Lease Agreement.

3. Except as expressly amended by this Amendment, all other terms, conditions and provisions of the Lease Agreement shall remain unchanged and are in full force and effect. From and after the date of this Amendment, whenever the term “Lease” or “Agreement” appears in the Lease Agreement, it shall mean the Lease Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment (“Prior Amendments”), and this Amendment. The Lease Agreement, together with the Prior Amendments and this Amendment, contains the entire agreement between the Landlord and Tenant and supersedes all prior negotiations, understandings or agreements.

4. This Amendment 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 Amendment 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 Amendment. 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 Amendment in a court of law based solely on the absence of an original signature.

5. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date set forth above.

CITY OF WEST COVINA

_____
Milan Mrakich
City Manager

ATTEST:

_____
Lisa Sherrick, CMC
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Karen Ogawa
Finance Director

MV TRANSPORTATION, INC.

_____
Marie Meisenbach Graul
Chief Financial Officer

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

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

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to negotiate and execute the First Amendment to the Memorandum of Agreement between the San Gabriel Valley Council of Governments and the City of West Covina for Distribution and Use of Measure A Local Solutions Funds, in a form approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute related documents and future amendments; and
3. Adopt the following Resolution:

RESOLUTION NO. 2026-89 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (SGV COG - MEASURE A LSF)

BACKGROUND:

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

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

Based on the formula approved by the LACoBOS, the City of West Covina's FY 2026-27 allocation is $273,182. Along with $170,146 carried over from FY 2025-26, the City will have a total of $443,328 available in FY 2026-27. The City is a subrecipient of the funds through the County’s contract with the

San Gabriel Valley Council of Governments (SGVCOG), which is responsible for complying with all the terms and conditions of Measure including reporting and progress on meeting metrics. The Memorandum of Agreement (MOA) sets forth use and reporting obligations for the City as a recipient of the subrecipient funding (Attachment No. 2).

DISCUSSION:

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

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

On March 19, 2024, the City Council approved extending the term of the agreement with LA CADA for four years. LA CADA provides case management and supportive services, with the goal of stabilizing participants and moving PEH into permanent housing.

The SGVCOG is proposing to amend the agreement so that it is consistent with the recent amendment to its agreement with the County. Relevant provisions of the proposed amendment include:

1. Increases the maximum reimbursement amount from $338,802 to $509,634. This amount includes the $66,306 expended by the City in FY 25-26 and the $443,328 that the City can expend for FY 26-27.
2. Provides that the SGVCOG will retain $104,635 of the City's allocation to implement the SGV Home Renter Protection and Homelessness Prevention Program through the SGVCOG's contracted service provider (God's Pantry).
3. Updates certain invoicing and reporting deadlines.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Kelly McDonald, Assistant to the City Manager

Fiscal Impact

FISCAL IMPACT:

Measure A Local Solutions Funding is paid out on a reimbursement basis. The maximum amount available for reimbursement to the City in FY 2026-2027 is $443,328. The attached Budget Amendment allocates these funds.

Attachments

Attachment No. 1 - Draft Amendment

Attachment No. 2 - MOA with SGVCOG

Attachment No. 3 - Resolution 2026-89

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

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

This First Amendment to Memorandum of Agreement ("First Amendment") is made and entered into as of July 1, 2026, by and between the City of West Covina, a municipal corporation ("City"), and the San Gabriel Valley Council of Governments, a California joint powers authority ("SGVCOG"), with reference to the following:

A. SGVCOG and the City entered into that certain Memorandum of Agreement dated as of March 30, 2026, which is incorporated herein by this reference (the "MOA"); and

B. SGVCOG and the City desire to amend the Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the MOA.

2. Article I. Term. Article I. of the MOA is hereby deleted in its entirety and replaced with the following:

> The term of this MOA shall commence on the date set forth above and shall continue until the City has met all of its reporting obligations and returned to the SGVCOG any portion of the Subrecipient Funding that might be required under this MOA, or August 31, 2027, whichever occurs first, unless terminated earlier as provided in the MOA. The term of the MOA may be further extended by mutual written agreement of the Parties.

3. SGVCOG Reimbursement to City. Paragraph 4 of Section II.A. of the MOA is hereby deleted in its entirety and replaced with the following:

> 4. Reimburse the City in an amount up to **Five Hundred Nine Thousand Six Hundred Thirty-Three** Dollars ($509,633), in accordance with the Project Budget attached hereto as Exhibit "C" and incorporated herein by reference.

4. City Responsibilities. Paragraphs 7 thought 10 of Section IIB of the MOA are hereby deleted in their entirety and replaced with the following:

> 7. Provide quarterly reports in a form acceptable to the SGVCOG that includes, but is not limited to, information describing the implementation of the Scope of Services and expenditures related to such work and all other information

DRAFT

required by the SGVCOG to meet its reporting obligations under the County LSF Agreement. The City acknowledges that under the County LSF Agreement the SGVCOG is required to submit quarterly reports by the 30th day of October of 2026, and January, April, and July of 2027 and that such quarterly reports must contain information regarding the City's use of the Subrecipient Funding. As a result, the City's quarterly reports shall be due by the 15th of October of 2026, and January, April and July of 2027.

8. Provide an annual report by August 1, 2026, and August 1, 2027 containing all the information required by the SGVCOG to fulfill its annual reporting obligations under the County LSF Agreement, including but not limited to, an accounting evidencing whether the City spent 70% by June 15, 2026, of the Subrecipient Funding during fiscal year 2025-26, and 70% of its fiscal year 2026–27 Subrecipient Funding by June 15, 2027. The City acknowledges that under the County LSF Agreement the SGVCOG is required to submit its annual report on October 1, 2026, and October 1, 2027, respectively, and that such annual report must contain information regarding the City's use of the Subrecipient Funding. As a result, the City's annual report shall be submitted to the SGVCOG by August 1, 2026, and August 1, 2027.
9. Within thirty (30) days of the execution of this MOA, provide the SGVCOG with an annual expenditure plan demonstrating how expend its allocated funds. Monitor progress with that expenditure plan. Should the City not expend funds at the rate anticipated in the expenditure plan, SGVCOG reserves the right to reallocate funds to the SGVCOG regional programs. If funds are reallocated to the SGVCOG regional programs, the City may access the regional programs proportionally to the amount of reallocated funds.
10. Submit final invoice for FY 2026-27 by June 4, 2027. If the City has unexpended funds equaling 30% or more of its allocated amount in FY 2025-26 and/or FY 2026-27 based on all invoices received by June 4, 2027, the excess amount exceeding the 30% threshold shall be reallocated and transferred to the SGVCOG regional programs.
11. Submit requests to amend Exhibit C to the SGVCOG as soon as possible and no later than October 1, 2026. The City acknowledges that under the County LSF Agreement, the SGVCOG is required to submit budget amendment requests to the County for County approval. SGVCOG cannot guarantee that such modifications will be approved by the County.
12. Retain $104,635 to implement the SGV Home Renter Protection and Homelessness Prevention Program. City will receive case management and financial assistance for an additional 3 slots. It is estimated that 12 households will be served during the year, with an average enrollment of approximately 3 months. SGVCOG will provide monthly reports on the SGV HOME services provided to clients in the City.

5. Invoicing. Paragraphs A and C of Section III.A. of the MOA are hereby deleted in its entirety and replaced with the following:

a. City must submit invoices on a monthly basis, no later than the fifteenth (15th) day

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of each month, evidencing all eligible costs and expenses incurred. City must provide all necessary documentation as outlined in Exhibit B, including but not limited to invoices and deliverables, as support for the invoice. The invoice must include all work completed during the previous month. City's final invoice for FY 2026-27 must be submitted by June 4, 2027.

6. Project Management. Article IV.A.1 of the MOA is hereby deleted in its entirety and replaced with the following:

a. Project Managers.

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

Enya Lowe
Management Analyst
(626) 489-4538
elowe@sgvcog.org

7. Other Terms and Conditions. Article IX.A of the MOA is hereby deleted in its entirety and replaced with the following:

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

To SGVCOG: Enya Lowe
Management Analyst
San Gabriel Valley Council of Governments
1333 S. Mayflower, Suite 360
Monrovia, CA 91016
elowe@sgvcog.org

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

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

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Kmcdonald@westcovina.org

with a copy to: Milan Mrakich
City Manager
1444 W. Garvey Ave.
West Covina, CA 91790
mmrakich @westcovina.org

8. County LSF Agreement. The County LSF Agreement, attached hereto and incorporated by this reference, hereby replaces Exhibit "A" of the MOA in its entirety.

9. Scope of Services. The Scope of Services, attached hereto and incorporated herein by this reference, hereby replaces Exhibit "B" of the MOA in its entirety.

10. Budget. The Budget, attached hereto and incorporated herein by this reference, hereby replaces Exhibit "C" of the MOA in its entirety.

11. Integration. This First Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein and supersede all negotiations with respect hereto. This First Amendment amends, as set forth herein, the MOA and except as specifically amended hereby, the MOA shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the MOA, the terms and provisions of this First Amendment shall control.

IN WITNESS hereof, the Parties enter into this First Amendment on the year and day first above written.

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"CITY"

NAME

By:_____

_____

_____

APPROVED AS TO FORM

_____

"SGVCOG"

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By:_____
Marisa Creter
Title: Executive Director

APPROVED AS TO FORM

_____
Cassie Trapesonian, General Counsel

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Exhibit A

County LSF Agreement

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Exhibit B

Scope of Services

1C: Eligible Use	Interim Housing for PEH
Project	**Interim Housing – LA CADA Beds**
Project Description	The funds will support SGVCOG's sub agreement with the City of West Covina to provide eight (8) interim housing beds operated by LA CADA. This project is designed to serve as a direct pathway to permanent housing for people moving from encampments to interim housing. The beds, located at sites located throughout the San Gabriel Valley and Los Angeles County. Through its agreement with West Covina, LA CADA guarantees permanent access to these eight beds within the LA CADA continuum of care. LA CADA will assess clients prior to the interim housing stay, and, once a client is housed in a LA CADA interim bed, LA CADA staff will link clients to other supportive services and case management with an emphasis on housing focused case management. LA CADA will communicate program operational standards and will utilize the beds in alignment with those standards.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH provided interim housing • Year One PS-TO: 10 unduplicated PEH • Year Two PS-TO: 32 unduplicated PEH Total PS-TO: 42 unduplicated PEH
	PS-KPI: Number of PEH placed into permanent housing • Year One PS-TO: 2 unduplicated PEH • Year Two PS-TO: 8 unduplicated PEH Total PS-TO: 10 unduplicated PEH
Measure A Goals and Target Metric	Alignment with Measure A Goal #1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness:
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

1I: Eligible Use	Interim Housing for PEH
Project	**Bell Shelter Beds**
Project Description	The funds will support Salvation Army in providing homeless shelter operations for City of West Covina. The program will provide five (5) shelter beds annually for single adults (18 yo+) referred by the City, at a rate of $90 per bed per night. The assistance serves as a step to move PEH into permanent housing.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Total number of shelter beds funded • Year One PS-TO: 16 unduplicated PEH • Year Two PS-TO: N/A Total PS-TO: 16 unduplicated PEH

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Measure A Goals and Target Metric	Alignment with Measure A Goal #1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness.
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030

2B: Eligible Use	**Case Management and Outreach Services**
Project	**Case Management & Outreach Services for Clients with Substance Use Disorder (SUD) and/or Severe Mental Illness (SMI) – West Covina**
Project Description	The funds will support SGVCOG subagreement with the city of West Covina, which will enter into its own subcontract and provide partial funding to LA CADA to deliver case management and outreach services for PEH, with a focus on individuals with SUD or SMI. The LA CADA team, partially funded by this program, will consist of a Program Manager, Program Coordinator, Navigator/Case Manager, and Housing Specialist, and will have access to various housing resources, including those funded by Measure A and other sources. Services will consist of outreach, medication, therapy, peer-to-peer support, case management, health screening, group counseling, dual diagnosis treatment groups, and housing placement for PEH not yet enrolled in specialty mental health services that are Medi-Cal billable.
Group 2 Connection	The project will be connected with the following investments/programs funded by other entities, governmental or nongovernmental, including local agencies such as: This project will be an avenue for PEH to connect to other Measure A-funded housing resources (such as Projects 1B, 1E, 1F, 1G, and 1H herein). LA CADA teams will be able to place clients into those housing resources as part of their case management and outreach services. In addition, LA CADA has a robust continuum of housing resources to which clients can be referred, and relationships and connections managed by other Local, County, State, and Federal programs, including those executed by LAHSA, DMH, DHS, DCFS, VA, and APS. In addition, the respective LA CADA teams will work in collaboration with SPA 3 CES lead agencies to help connect PEH to shelter (interim housing, recuperative care), permanent housing (Section 8 vouchers), mental health services (DMH), health services (DHS), and substance use treatment services (Medi-Cal funded).
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH connected to outpatient/inpatient services • Year One PS-TO: 2 unduplicated PEH • Year Two PS-TO: 10 unduplicated PEH Total PS-TO: 12 unduplicated PEH
	PS-KPI: Number of PEH placed in interim or permanent SUD/SMI housing

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	• Year One PS-TO: 1 unduplicated PEH placement • Year Two PS-TO: 1 unduplicated PEH placement Total PS-TO: 12 unduplicated PEH
Measure A Goals and Target Metric	Alignment with Measure A Goal #2: Reduce the number of people with mental illness and or substance use disorders who experience homelessness.
	Target Metric 2c: Reduce by 10 percent the number of people with co-occurring SMI and SUD experiencing homelessness from a baseline of 20,446 in fiscal year 2023-24 to a target of 18,401 in 2030.

Project 4D	**Admin Costs: Case Management and Outreach Services – West Covina**
Project Description	The funds will support West Covina's Project 2B by covering operational expenses for LA CADA, including office expenses, maintenance, insurance, facility costs, utilities, telephone, van lease/gas, and indirect costs.

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Exhibit C

Project Budget

The Subrecipient FY 26-27 Funding is Five Hundred Nine Thousand Six Hundred Thirty-Three Dollars ($509,633), allocated as shown in Table 1 below.

Table 1.

Project No.	Project Description	FY 25-26 Expended	FY 25-26 Carryover	FY 26-27 Allocation	Project Amount
1C	Interim Housing – LA CADA Beds	$11,827	$672	$48,731	$61,231
1I	Bell Shelter Beds	$0	$164,251	$0	$164,251
2B	Case Management & Outreach Services for Clients with Substance Use Disorder (SUD) and/or Severe Mental Illness (SMI) – West Covina	$48,641	$0	$218,486	$267,127
4D	Admin Costs: Case Management and Outreach Services – West Covina (supports Project 2B by covering operational expenses for LA CADA)	$5,836	$11,187	$0	$17,024
	TOTAL	$66,306	$176,110	$267,127	$509,633

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Unspent funds from prior fiscal year may be utilized in current fiscal year, subject to applicable program guidelines as stated in original MOA.

Funding shall be disbursed on a reimbursement basis.

Invoices shall be submitted monthly on the 15th with supportive documentation attached. Final invoice for FY2026-27 must be submitted by June 4, 2027.

Support Documentation

Required Supporting Documentation for Staff Time

To support monthly invoices, subrecipients must submit documentation based on staff dedication to the Measure A Local Solution Fund.

- Full-Time Dedicated Staff (100%): The following is required for every monthly invoice:
  - Payroll documentation showing cost for that period
  - System-controlled and system-locked timesheets that support audit compliance and accurate billing documentation. Timesheets must include all time worked on the

Program, all time worked in the pay period, and signed by employee and supervisor.
    - If timesheets are submitted electronically in a timekeeping system, the timesheet must be permanently locked and unalterable after employee submittal and supervisor approval. Any adjustments to the timesheet shall require a separate correction entry that maintains a complete audit trail, including the identity of the individual making the correction, the date and time, and the reason for the change.
    - If timesheets are not submitted electronically in a timekeeping system, the timesheet must be printed and a hard copy must be signed and submitted. Any adjustments to the timesheet must be signed and initialed by both the employee and the supervisor, with an explanation for the reason of the change.
- Part-Time/Non-Dedicated Staff: Provider must the following for every monthly invoice:
    - Payroll documentation showing cost for that period
    - System-controlled and system-locked timesheets that support audit compliance and accurate billing documentation.
        - Timesheets must include the following information.
            - Date of work
            - Name
            - Position
            - Hourly Rate (as outlined in agreement)
            - Hours spent on Program
            - Description of activity that captures the Program work
        - If timesheets are submitted electronically in a timekeeping system, the timesheet must be permanently locked and unalterable after employee submittal and supervisor approval. Any adjustments to the timesheet shall require a separate correction entry that maintains a complete audit trail, including the identity of the individual making the correction, the date and time, and the reason for the change.
        - If timesheets are not submitted electronically in a timekeeping system, the timesheet must be printed and a hard copy must be signed and submitted. Any adjustments to the timesheet must be signed and initialed by both the employee and the supervisor, with an explanation for the reason of the change.
        - Timesheets must clearly identify the Program under which work was performed and must reflect hours worked specifically for the Program. Where an employee works across multiple programs or funding sources, timesheets must separately track and allocate hours to each program. Aggregated or estimated allocations are not permitted unless supported by an approved allocation methodology.

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<u>Timesheet Reconciliation Requirement</u>

All timesheets must reconcile to payroll records and invoice amounts. The Provider must ensure that:

- Total hours reported on timesheets match the hours used to calculate invoice amounts

- Hourly rates applied are consistent with the approved rates in Exhibit B
- Payroll documentation supports the wages associated with the reported hours

Provider shall submit a reconciliation summary with each invoice demonstrating the linkage between timesheets, payroll records, and invoice totals. Any discrepancies must be explained and resolved prior to reimbursement. Payroll documentation shall include payroll registers or equivalent reports generated from the Provider's payroll system (e.g., ADP, Paychex, or similar) that identify employee wages for the applicable pay period. Such documentation may be limited to employees working on the Program or may be redacted to exclude non-Program staff, provided that sufficient detail is retained to demonstrate employee identity (or identifier), pay period, and wages. Such reports must be sufficient to demonstrate that payroll was processed for the period in which costs are charged. SGVCOG reserves the right to request additional supporting documentation if necessary.

Required Supporting Documentation for Expenses

All expenses submitted for reimbursement must be supported by complete and verifiable documentation. At a minimum, the Provider must submit the following:

- Vendor invoice or bill detailing the goods or services provided
- Proof of payment (e.g., canceled check, bank statement, credit card statement, or payment confirmation)
- Receipt showing amount paid
- Description of how the expense is directly related to the Program

Required Supporting Documentation for Monthly Invoice Key Performance Indictor Reporting

To support invoices, monthly KPI reporting is required to ensure we remain aligned with projected outcomes throughout the contract year. A Data Reporting Packet will be provided by SGVCOG.

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

This Memorandum of Agreement ("MOA") is made as of this 3rd day of February, 2026 by and between the City of West Covina, a municipal corporation ("City"), and the San Gabriel Valley Council of Governments, a California joint powers authority ("SGVCOG"). City and SGVCOG may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

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

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

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

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

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

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

G. The City has been awarded Three Hundred Thirty-Eight Thousand Eight Hundred Two Dollars ($338,802) (the "Subrecipient Funding") for the 2025-26 Fiscal Year. The City has identified a series of approved eligible activities using this Subrecipient Funding ("Project").

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

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

I. TERM

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

II. RESPONSIBILITIES OF THE PARTIES

A. SGVCOG shall:

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

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B. City shall:

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

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

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

III. INVOICING

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

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

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

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

IV. PROJECT MANAGEMENT

A. Project Managers.

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

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

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

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

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

V. DEFAULT; REMEDIES

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

B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination shall be effective immediately upon the provision of written notice by the non-defaulting Party to the defaulting Party. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity. Notwithstanding the foregoing, the SGVCOG is under no obligation to provide the City with the opportunity to cure a default which has resulted in the City not being a member in good standing as set forth in Section II.B.11 above.

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VI. INDEMNIFICATION

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

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

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

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

VII. TERMINATION

A. This MOA may be terminated by the SGVCOG at any time that the City is no longer a SGVCOG member in good standing as set forth in Section II.B.11 above or has given the SGVOCG notice of withdrawal from the SGVCOG. Termination will occur the later of the date set forth in the notice or three calendar days (Sundays excluded) from the date the SGVCOG's notice of termination is deposited in the U.S. Mail, postage pre-paid, at the address provided in this MOA for notices or such new replacement address that the City provides in writing to the SGVCOG. In addition to the delivery by U.S. Mail, notices may also be sent by electronic mail. As of the effective date of any such termination the City shall no longer be eligible to expend its Subrecipient Funding and shall immediately cease implementation of the Scope of Services and not further expend any Subrecipient Funding funds except those which are reasonably and necessarily incurred up to the effective date of termination and expended in accordance

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

B. This MOA may be terminated for cause at any time for a material default by either Party upon written notice to the other Party, provided the non-defaulting Party has complied with the requirements set forth in Section V.B of this MOA prior to such termination.

VIII. INSURANCE

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

IX. BOOKS AND RECORDS/RIGHT TO AUDIT

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

B. Right to Audit. The SGVCOG and/or the County shall have the right to examine and audit all of City's Books and Records to determine compliance with the terms of this MOA, verify performance and determine the validity of City's expenditures. City shall reasonably cooperate with the SGVCOG and/or the County in its examination and auditing and make such Books and Records, available to the SGVCOG or the County within five business days of SGVCOG's or County's written request during City's normal business hours. The SGVCOG and/or the County shall pay for the cost of the audit; provided that in the event the audit determines that during the period audited that any City expenditures of 3% or more were invalid, then City shall be liable to the SGVCOG for the reasonable costs of its audit. To the extent the audit disallows any expenditures paid from the Subrecipient Funding, City shall reimburse the SGVCOG with 30 days of SGVCOG's written demand for such amount and, if applicable, the cost of the audit.

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In the alternative, the SGVCOG may, in its discretion, withhold the amount of the disallowed expenditure and the cost of the audit from any future LSF funds allocated to the City. Should City fail to reimburse the SGVCOG within 30 days of SGVCOG's written demand, interest shall accrue on the amount owed at the rate of 10 percent per month or the maximum amount allowable by law, whichever is less, until fully paid.

X. OTHER TERMS AND CONDITIONS

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

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

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

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

with a copy to:
Milan Mrakich
Acting City Manager
1444 W. Garvey Ave.
West Covina, CA 91790
mmrakich@westcovina.org

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

C. Entire MOA. This MOA and any exhibits attached hereto, constitute the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. Except for changes in the designation of representatives and the address for notices, this MOA may be modified only by way of a written amendment and signed by the

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Parties in interest at the time of such modification. To the extent there is any conflict between the terms of this MOA and the terms of the County LSF Agreement, then the terms of the County LSF Agreement shall control.

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

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

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

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

H. Headings. The section headings contained in this MOA are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

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

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

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

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

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

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

[signatures on following page]

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

FOR THE CITY OF WEST COVINA

By: _____
Milan Mrakich
Acting City Manager

Approved as to form:

_____
Thomas Duarte
City Attorney

Attest:

_____
Lisa Sherrick, CMC
Assistant City Clerk

FOR THE SGVCOG

By: Marisa Creter
Marisa Creter
Chief Executive Officer

Approved as to form:

Cassie Trapesonian
Cassie Trapesonian
General Counsel

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Exhibit A

County LSF Agreement

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FUNDING AGREEMENT
BETWEEN COUNTY OF LOS ANGELES AND
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
FOR
LOCAL SOLUTIONS FUND
CONTRACT NUMBER: HI-25-015

The Funding Agreement is made and entered into by and between the County of Los Angeles, hereinafter referred to as “County” and San Gabriel Valley Council of Governments referred to as “Local Jurisdiction” or "SGVCOG". The County and Local Jurisdiction shall collectively be referred to as "Parties".

RECITALS:

WHEREAS, on November 4, 2024, the voters of Los Angeles County approved the Affordable Housing, Homelessness Solutions, and Prevention Now Transactions and Use Tax Ordinance ("Measure A" or the "Ordinance"), a one-half cent sales tax countywide, to fund critical programs designed to reduce and prevent homelessness within the County;

WHEREAS, the County has received a portion of the proceeds from the tax imposed by Measure A for Comprehensive Homelessness Services, the Local Solutions Fund, and Homelessness Solutions Innovations which it distributes to eligible programs and services in accordance with Measure A;

WHEREAS, pursuant to Measure A, the County shall allocate funds from the Local Solutions Fund to cities, councils of governments, and/or the County on behalf of its unincorporated areas;

WHEREAS, on March 25, 2025, the County Board of Supervisors ("Board"), in consultation with cities within the County, determined that Formula 4, based on 90% of the multi-year average point-in-time count and 10% of the American Community Survey proxy data, is the appropriate method for distributing Local Solutions Fund to cities, councils of governments, and to the County on behalf of its unincorporated areas;

WHEREAS, services and programs funded by the Local Solutions Fund shall support a variety of services and programs aimed at addressing homelessness, including but not limited to physical and mental health care, emergency housing, permanent housing, job counseling, substance use disorder treatment, short-term rental subsidies, and other related services, as well as the collection and analysis of data to assess the effectiveness of such services and programs;

WHEREAS, services and programs funded by Local Solutions Fund shall contribute to achieving the five outcome goals outlined in Measure A by demonstrating measurable progress from baseline metrics toward target metrics ("Metrics") as adopted by the Board on March 25, 2025;

WHEREAS, services and programs funded by the Local Solutions Fund must align with the purposes enumerated in Measure A and the Regional Plan adopted by the Board on March 25, 2025, which sets goals and objectives to reduce homelessness and expand affordable housing in accordance with Measure A;

WHEREAS, services and programs funded by the Local Solutions Fund shall adhere to best practices for the standardization of care, including but not limited to facilitating connections to behavioral and mental health services, medical care, and other services, and create

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connections to mainstream safety net programs supported by County, State, and federal funds, including connections to medical and mental health care and other entitlement programs;

WHEREAS, the Local Jurisdiction agrees to perform its obligations under this Agreement in a manner consistent with and supportive of the goals and purposes outlined in Measure A, and the Metrics, Regional Plan, and best practices for the standardization of care; and

WHEREAS, the Parties desire to enter into this Agreement to formalize the allocation of Measure A funds, which is approved by the Board annually, establish accountability measures, and ensure the effective use of Measure A funds to achieve the stated goals in Measure A to prevent and reduce homelessness and increase access to affordable housing, subject to all the conditions required by Measure A.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Parties agree to the following:

I. PURPOSE AND SCOPE

A. Purpose of Affordable Housing, Homelessness Solutions, And Prevention Now Transactions and Use Tax Ordinance ("Measure A"): The allocation of Measure A funds from the Local Solutions Fund to the Local Jurisdiction is to be used solely for services and programs consistent with the purposes enumerated in the Ordinance or for the purposes set forth in Government Code section 64700 *et seq*., including but not limited to homelessness prevention, homelessness services, or affordable housing programs in Los Angeles County.

B. Scope: Local Jurisdiction shall use Measure A funds for the purposes and goals specified in Measure A and the goals and objectives outlined in the Regional Plan adopted by the County Board on March 25, 2025, which aims to reduce homelessness and expand affordable housing. Local Jurisdiction shall use Measure A funds for the uses as set forth in Measure A, including, but not limited to:

1. Preventing Homelessness;
2. Mental Health;
3. Outpatient and residential substance use treatment;
4. Case management and outreach services;
5. Employment services;
6. Expedited placements in permanent housing;
7. Enhanced emergency housing and interim housing;
8. Enhanced services for transition-age youth and children; and
9. Affordable housing for people experiencing, or at risk of homelessness.

II. TERM

The term of this Agreement shall commence upon execution by the Parties and shall remain in force through June 30, 2031, contingent upon available funding and program performance set forth in this Agreement, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

III. FUNDING ALLOCATION

A. Amount of Funds: Local Jurisdiction shall receive a portion of County's Measure A allocation in an amount not to exceed **$3,862,470** (“Funds”) for Fiscal Year 2025-

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2026. Funding amounts for subsequent fiscal years for the Term is contingent upon the County's receipt of allocated Measure A funds and annual approval by the County Board. Funds are to implement programs and services aimed at preventing and reducing homelessness and increasing access to affordable housing (the "Project"), subject to Measure A, and as further described in this Agreement and Exhibit A, Project Description and Budget, which is attached and incorporated herein by reference. Local Jurisdiction agrees to use Funds as described in Exhibit A, Project Description and Budget. The County reserves the right, in its sole discretion, to adjust the Local Solutions Fund allocation based on actual Measure A tax revenues received by the County. The Local Jurisdiction shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any Project provided by the Local Jurisdiction after the expiration or other termination of this Agreement. Should the Local Jurisdiction receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for Project rendered after the expiration and/or termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from the Local Jurisdiction. This provision shall survive the expiration or other termination of this Agreement.

B. Use of Funds: Local Jurisdiction agrees to use the allocated Funds as described in their approved budget, exclusively for Measure A eligible Project, and as further described in this Agreement and Exhibit A, Project Description and Budget, and the goals and metrics outlined in Section IV of this Agreement. Any misspent or disallowed Funds must be fully reimbursed to the County, upon County's request. All Parties agree to be bound by all applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Agreement.

C. Prohibited Uses of Funds: The Funds are intended to support best practices, policies, and programs implemented by departments, agencies, or organizations that are primarily formed to provide services to and support people who are experiencing homelessness, at risk of homelessness, or are low-income. Per Measure A, the Funds may not be used to fund investigations or prosecutions to pursue criminal, civil, or administrative penalties against people experiencing homelessness or other low-income people.

D. Notification of Reaching Seventy-Five Percent (75%) of Total Agreement Sum or Individual Project Budgets: Local Jurisdiction must maintain a system of record keeping that will allow the Local Jurisdiction to determine when it has incurred seventy-five percent of either the total Agreement sum or the individual project budget specified in Exhibit A, Project Description and Budget, for each listed project, whichever is reached first. Upon occurrence of this event, the Local Jurisdiction must send written notification to County at the address herein provided in Section XV of this Agreement. If the seventy-five percent threshold for an individual project budget is reached, the notice must identify the specific Project(s) to which it applies.

E. Supplanting of Funds: Local Jurisdiction shall not use the Funds to supplant or replace existing funding sources supporting Local Jurisdiction's programs, operations, or services, except as expressly permitted in this Section. The County may approve the use of the Funds to supplant existing funding sources only under the following limited circumstances, all of which must be justified in writing by the Local Jurisdiction and approved in writing by the County prior to the execution of this Agreement or any amendment authorizing such use:

1. The Funds are allocated to advance the goals outlined in Section IV.A.1 and 3, specifically: to increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness, and increase the number of people permanently leaving homelessness;

2. The supplanting of funds is necessary to prevent the loss of interim or

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permanent housing or services for people experiencing homelessness;

3. The supplanting of funds maintains or increases the Local Jurisdiction's ability to achieve the goals stated above; and

4. Local Jurisdiction agrees to redirect the local funds being replaced by the Funds to another eligible use under this Agreement that advances one or more of the goals set forth in Section IV.A.

Local Jurisdiction shall submit an annual certification of compliance to the County no later than October 1 of each year. The certification shall be signed by an authorized representative of Local Jurisdiction and must affirm compliance with all requirements set forth in this Section. The County reserves the right to request supporting documentation, including documentation showing the eligible use of the redirected funds, to verify compliance with this Section. If Local Jurisdiction fails to comply, the County may exercise any remedies available under this Agreement, including withholding of Funds or terminating the Agreement.

IV. GOALS AND METRICS

A. Goals: The Parties agree to work collaboratively to achieve the following goals:

1. Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness;

2. Reduce the number of people with mental illness and/or substance use disorders who experience homelessness;

3. Increase the number of people permanently leaving homelessness;

4. Prevent people from falling into homelessness; and

5. Increase the number of affordable housing units in Los Angeles County.

B. Baseline Metrics, Target Metrics, Key Performance Indicators, and Key System Performance Metrics: Local Jurisdiction shall work towards achieving the metrics and key performance indicators as follows:

1. Demonstrating progress from the baseline metrics toward the target metrics as set forth in Exhibit B, Measure A Goals and Recommended Targets, which are attached and incorporated herein by reference. Project funded by the Funds shall contribute to achieving the goals in Section IV.A.

2. Project Specific Key Performance Indicators ("PS-KPIs") and Project Specific Target Outcomes related to the use of the Funds, as set forth in Exhibit A, Project Description and Budget. The Parties will amend this Agreement to incorporate any additional or revised key performance indicators approved by the County.

3. Key system performance metrics related to the use of the Funds, including, but are not limited to:

a. Creating a standardization of basic services to bring people inside and ensure that people have access to social services, medical care, and behavioral/mental health care.

b. Establishing a homeless-service-delivery system more accessible to all communities;

c. Meeting regional housing needs for "Lower Income Households," which has the same meaning as defined in California Health and Safety Code section 50079.5;

d. Using an equity lens and reducing racial disparities and disproportionate impact of homelessness and housing insecurity for

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critical populations, including but not limited to veterans, seniors, transition-age youth, families with children, people with disabilities, people with animal companions, women, members of LGBTQIA+ communities, survivors of domestic violence, overrepresented racial groups, and others at risk of homelessness; and

e. Increasing accountability and transparency in the use of public funds.

4. The Parties will amend this Agreement to incorporate any additional or revised metrics and key performance indicators approved by the County.

V. REGIONAL PLAN AND BEST PRACTICES

A. Alignment with Regional Plan: Local Jurisdiction shall ensure that its Project funded by the Funds align with the County's adopted regional plan and contribute to the achievement of its stated goals and objectives. Local Jurisdiction shall coordinate with County's efforts to combat homelessness, including collection of data to build a more comprehensive and inclusive version of the Regional Plan and provide continual updates to create a "living" Regional Plan. The County's Regional Plan is attached as Exhibit C, Measure A Regional Plan, and incorporated herein by reference.

B. Best Practices for Standardization of Care: Local Jurisdiction shall implement best practices for the standardization of care, including but not limited to connections to behavioral and mental health, medical care, and other programs and services. Project funded by the Funds should aim to create connections to mainstream safety net programs supported by other funds from the County, state, and federal governments, including connections to medical and mental health care supported by state and federal programs as well as other entitlement programs. Funding for Project shall be allocated according to need and equity, considering factors such as the point-in-time count or other similar measures of the population experiencing homelessness or housing instability. Local Jurisdiction shall also comply with any additional best practices for standardization of care, including guidance and key performance indicators approved by the County. The Parties will amend this Agreement as needed to incorporate such County-approved standards of care as an exhibit.

VI. CONSTRUCTION AND REHABILITATION WORK

A. Prevailing Wages: Any construction or rehabilitation project receiving Funds or financed under Funds, including but not limited to a project of fewer than 40 units, shall constitute a public work for which prevailing wages shall be paid for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code.

B. Project Labor Agreement for Projects with 40 or More Units: A project of 40 or more units is eligible to receive Funds or financed under Funds only if all construction and rehabilitation is subject to the City of Los Angeles Department of Public Works Project Labor Agreement 2020-2030 if the project is within the City of Los Angeles, or the Countywide Community Workforce Agreement, executed by the Chief Executive Officer on June 7, 2023, if the project is elsewhere or any successor to either agreement. For purposes of this Section, the number of units means the maximum number of units authorized in an entitlement granted by the land use permitting authority for a development project, regardless of whether construction or rehabilitation proceeds in phases or project ownership is divided.

C. Alternative Project Labor Agreement: Notwithstanding Section VI.B, above, if a project labor agreement is agreed between Local Jurisdiction or its project developer, the Los Angeles/Orange Counties Building and Construction Trades

Council, and the Western States Regional Council of Carpenters, then a project with 40 or more units is eligible to receive funding or financing from Measure A if all construction and rehabilitation is subject to that project labor agreement.

D. Designated Enforcement Agency (DEA): Local Jurisdiction acknowledges that the DEA has the authority to enforce Labor Code Sections 1720-1815, as amended from time to time, for projects funded by the Funds. Any developer, contractor, or subcontractor as to such projects shall be required to cooperate fully in any investigation the DEA initiates. For projects located in the City of Los Angeles, the DEA shall be the Department of Public Works, Bureau of Contract Administration. For projects located elsewhere, Local Jurisdiction shall act as or designate the DEA. The DEA shall be authorized to work with joint labor management committees established pursuant to the federal Labor Management Cooperation act of 1978 (29 U.S.C. section 175a) in order to carry out the enforcement/investigation duties under Measure A. A joint labor management committee may bring an action in any court of competent jurisdiction against an employer that fails to comply with the labor standards required by this Agreement and Measure A.

E. Compliance and Cooperation: Local Jurisdiction, including Local Jurisdiction's developers, contractors, and subcontractors, shall comply with the prevailing wage requirements, project labor agreement requirements, and any other labor standards set forth in this section. Failure to comply may result in enforcement actions, including but not limited to withholding of funds, or termination of this Agreement per Section XIV.J. Termination.

VII. RECRUITMENT AND RETENTION OF HOMELESSNESS SERVICE AND PREVENTION WORKERS

A. All Local Jurisdiction's contracts that use Funds to pay for social services positions, including but not limited to homelessness services and eviction prevention workers, must:

1. Set sufficient payment rates to enable contractors to pay wages aligned with public and private market conditions;
2. Allow amendments, as needed, to provide that incentives and wage increases for cost of living similar to those offered to County staff and/or Los Angeles Homeless Services Authority (LAHSA) staff are also available to service provider and prevention worker staff;
3. Allow annual adjustments to reflect cost-of-living adjustments, increases in administrative allowances, and operational cost changes due to inflation or other factors (such as supply shortages, insurance market changes, etc.);
4. Be paid in a timely manner to prevent unnecessary cost increases borne by service providers; and
5. Not result in displacement of public employees.

B. The requirements under Section VII.A. shall be fully implemented and enforced by July 1, 2026, to allow for necessary administrative, budgetary, and contractual adjustments while ensuring compliance with Measure A. During the transition period, Local Jurisdiction shall coordinate with the County to align all Measure A-funded social services positions with the requirements set forth in this Section to the maximum extent feasible.

VIII. INVOICING AND PAYMENT

A. The Local Jurisdiction must invoice the County only for the tasks, deliverables, goods, services, and other work specified in Exhibit A, Project Description and Budget, and elsewhere hereunder. The Local Jurisdiction's payments will be as provided in Exhibit A, and the Local Jurisdiction will be paid only for the tasks,

deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment for any services will be due to the Local Jurisdiction, including for work rendered.

B. The Local Jurisdiction's invoices must contain the information set forth in Exhibit A, Project Description and Budget, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. The Local Jurisdiction must prepare invoices, which will include the charges owed to the Local Jurisdiction by the County under the terms of this Agreement and in accordance with Exhibit A.

C. The Local Jurisdiction must submit monthly invoices to the County by the 15th calendar day of the month following the month of service. All invoices under this Agreement must be submitted to the County's Project Manager. If County does not receive the invoices timely, then at the County's sole discretion, all work intended to be paid by such invoice may be considered gratuitous effort on the part of the Local Jurisdiction, for which Local Jurisdiction has no claim whatsoever against County.

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

E. Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

ii. Local Jurisdiction shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

iv. At any time during the duration of the Agreement, Local Jurisdiction may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting County department(s), shall decide whether to approve exemption requests.

IX ACCOUNTABILITY AND REPORTING

Local Jurisdiction shall complete financial and status reports on the dates specified as follows:

A. Project Review and Evaluation: The County will monitor, evaluate, and provide guidance to the Local Jurisdiction in the performance of the Measure A Funds allocated to Local Jurisdiction. Reviews will focus on the extent to which the planned Measure A Funds have been implemented and measurable goals achieved, effectiveness of the Project management, and impact of the Project.

The Local Jurisdiction shall make available for inspection to authorized County and their agents, for the term of this Agreement and for a period of five (5) years from the expiration date of this Agreement, all records, including financial, pertaining to

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its performance under this Agreement, and allow said County personnel and agents to inspect and monitor the Local Jurisdiction Measure A funded Project, and interview the Local Jurisdiction's staff and Project participants, as required by the County and in compliance with Measure A.

Failure of the Local Jurisdiction to comply with the requirements of this Section shall constitute a material breach of the Agreement upon which the County, through its Chief Executive Officer, or designee, may cancel, terminate this Agreement.

B. Reports and Records:

The Local Jurisdiction agrees to prepare and submit financial, Project progress, monitoring, evaluation, or other reports required by the County. The Local Jurisdiction shall maintain and permit onsite inspections of such property, personnel, financial, and other records and accounts as are considered necessary by the County to assure proper accounting for all Agreement Measure A Funds during the Term of this Agreement and for a total of five (5) years thereafter. The Local Jurisdiction will ensure that its employees, agents, City Council members, officers, and board members furnish such information, which in the judgment of County representatives, may be relevant to a question of compliance with contractual conditions, with the County directives, or with the effectiveness, legality, and achievements of the Local Solutions Fund.

1. Quarterly Reports: Local Jurisdiction shall submit a quarterly report using a County approved method that details the status of work performed, including project specific key performance indicators and target specific outcomes. All quarterly reports and supporting documents shall be submitted to County within 30 days after each quarter. A quarterly reporting template is attached and incorporated herein by reference as (Exhibit E).

2. Annual Reports: Local Jurisdiction shall submit an annual report to the County by October 1st of each year detailing the use of the Funds, including: 1) the amounts of Funds received and spent in the previous fiscal year, 2) the status of any projects or work funded by the Funds, and 3) any Funds carried over from previous years and to be carried over to future years.

3. Certification: Local Jurisdiction shall provide a certification, in a form provided by County, to be signed by its Executive Director, City Manager, or designee, with each report required under this Section IX that the statements contained in the report are, to the best of Local Jurisdiction's knowledge and understanding, true and accurate and that the expenditures described in the report comply with the uses permitted under Section III, Funding Allocation, Exhibit A, Project Description and Budget, and as authorized by the County Board.

C. Public Availability: Local Jurisdiction shall make the annual reports and records publicly available, without charge, including by posting them on its website for at least five (5) years after they are completed, to ensure transparency and accountability in the use of public funds.

D. Data Collection and Reporting: The Local Jurisdiction agrees to collect and report data as required by this Agreement to assess the effectiveness of funded Project, facilitate reporting, monitoring, and outcome analysis. This includes providing data on outcomes related to homelessness prevention, housing stability, mental health treatment, substance use disorder treatment, and other relevant indicators. To the extent feasible, the County will require the Local Jurisdiction to report expenditures and other key metrics in a uniform manner.

E. Accounting: The Local Jurisdiction shall establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles ("GAAP") Standards, and the County Auditor-Controller Agreement Accounting and Administration Handbook. Regardless of the Local Jurisdiction's

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method of accounting, expenses must be reported in accordance with this Agreement.

F. Submission of Reports to County Project Manager: All completed reports described in this Section shall be submitted timely to the County's Project Manager.

IX. FINANCIAL RECORDS AND AUDITING

A. Audits:

1. County shall monitor the progress of the Measure A funded Project through this Agreement and ensure Local Jurisdiction's compliance with the terms and objectives outlined herein. The Local Jurisdiction shall make available for inspection and audit to authorized County personnel and their agents, for the term of this Agreement and a period of five (5) years from the expiration date of this Agreement, and allow said County personnel and agents to inspect and audit all of its books and records relating to each Project operation or business activity which is Measure A funded in whole, or in part, in compliance with Measure A and this Agreement. Failure of the Local Jurisdiction to comply with the requirements of this Section shall constitute a material breach of this Agreement upon which County may cancel or terminate this Agreement. Within ten (10) days of the County's written request, Local Jurisdiction shall allow the County access to financial and program records during regular business hours at any place Local Jurisdiction keeps those records.

2. Local Jurisdiction agrees to maintain accurate and complete financial accounts, documents, and records relating to this Agreement in accordance with general accepted accounting principles. Local Jurisdiction must maintain accurate and complete employment and other records relating to its performance of this Agreement. Local Jurisdiction shall make financial records available to the County for auditing at reasonable times. Local Jurisdiction agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by Local Jurisdiction and will be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time.

3. Local Jurisdiction, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures. The Local Jurisdiction agrees that in the event that the Measure A funded Project established hereunder is subject to audit exceptions by appropriate audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of the County's liability to the funding agency resulting from such audit exceptions.

4. It is understood and agreed that any funds paid to Local Jurisdiction hereunder may only be used for the purposes specified in this Agreement and in accordance with Measure A. In furtherance of this understanding, it is agreed that should the County determine that any funds paid to Local

Jurisdiction hereunder have been used for purposes other than those authorized by this Agreement, Local Jurisdiction is required to immediately refund any such improperly used funds to the County.

B. Redirecting Funds for Unexpended Funds: Effective October 1, 2027, if Local Jurisdiction reports unexpended funds equaling 30 percent or more of its allocated proceeds from the Local Solutions Fund in two consecutive annual reports, County shall reallocate the excess amount exceeding the 30 percent threshold ("Excess Amount") back to the County's Local Solutions Fund.

i. The County shall, within 45 days of identifying the Excess Amount (or by November 15th), issue a written notice to Local Jurisdiction informing it that County will withhold from the next annual allocation the portion of funds exceeding 30 percent of that year's total allocation for reallocation to the County's Local Solutions Fund.

ii. For the purposes of this provision, funds appropriated for permanent affordable housing construction by Local Jurisdiction shall be excluded from the calculation of unexpended funds and shall not be considered when determining whether the 30 percent threshold has been exceeded.

C. Redirecting Funds for Failure to Meet Target Metrics: The County reserves the right to evaluate progress toward the target metrics established under Measure A and/or this Agreement. For each goal for which the target metric has not been achieved as of December 31, 2030, the County reserves the right, in its sole discretion, to redirect funds to or away from Local Jurisdiction's Project.

XI. INDEMNITY AND INSURANCE

A. Indemnity: Local Jurisdiction agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, actions, causes of action, or expense of any kind, including, but not limited to, defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or related to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

Any legal defense pursuant to Local Jurisdiction's indemnification obligations under this Section will be conducted by Local Jurisdiction and performed by counsel selected by Local Jurisdiction and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Local Jurisdiction fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to seek reimbursement from Local Jurisdiction for all such costs and expenses incurred by County in doing so. Local Jurisdiction will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

B. Insurance: Local Jurisdiction shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance or self-insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the County on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance. All such insurance, except for Workers' Compensation, shall be primary to and not contributing with any other insurance or self-insurance coverage

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maintained by County and shall name the County of Los Angeles as an additional insured.

i. Commercial General Liability: with limits of not less than $1 million per occurrence.

ii. Automobile Liability insurance: (Providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

iii. Workers' Compensation: For every Contractor providing services, a program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of Local Jurisdiction and all risks to such persons under this Agreement, and including Employer's Liability coverage with a $1 million per accident.

iv. Crime Insurance: A comprehensive blanket crime insurance policy with each insuring agreement in an amount not less than $1 million, insuring against loss of money, securities, or other property referred to hereunder which may result from:

1. Dishonesty or fraudulent acts of officers, directors, or employees of Local Jurisdiction, or
2. Disappearance, destruction or wrongful abstraction inside or outside the premises or Local Jurisdiction, while in the care, custody or control of Local Jurisdiction, or
3. Sustained through forgery or direction to pay a certain sum in money.

v. Property Coverage: If, under the terms of this Agreement, Local Jurisdiction shall have possession of rented or leased or be loaned any County-owned real or personal property, Local Jurisdiction shall provide:

1. For real property: insurance providing special form ("all risk") coverage for the full replacement value.
2. For personal property: insurance providing special form ("all risk") coverage for the actual cash value.

XII. CONFLICT OF INTEREST

A. Local Jurisdiction covenants that neither Local Jurisdiction nor any of its agents, officers, employees, contractors, or sub-contractors who presently exercise any function of responsibility in connection with the Project has a personal interest, direct or indirect, in the Agreement, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.

B. Local Jurisdiction, its agents, officers, employees, contractors, and sub-contractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest now in effect or hereafter to be enacted during the term of this Agreement.

XIII. AUTHORITY

Local Jurisdiction warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake the proposed Project, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Local Jurisdiction 's governing body, and directing and designating the authorized representative(s) of Local

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Jurisdiction to act in connection with the Project specified and to provide such additional information as may be required by the County.

XIV. STANDARD TERMS AND CONDITIONS

A. Amendments and Change Notices:

a. For any change which affects the scope of work, term, budget, payments, or any term or condition included under this Agreement, an amendment to the Agreement will be prepared by the County and shall be executed by the Local Jurisdiction and an authorized designee of the County, and approved as to form by County Counsel.

b. The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Agreement will be prepared by the County and shall be executed by the Local Jurisdiction and by an authorized designee of the County.

c. For any change which does not materially affect the scope of work, term, budget, payments, or any term or condition included under this Agreement, a Change Notice will be prepared and signed by the County's Project Manager or designee and Local Jurisdiction's Project Manager.

B. Independent Contractor: This Agreement is by and between the County and Local Jurisdiction and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Local Jurisdiction. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Local Jurisdiction shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, worker's compensation benefits or other compensation, benefits, or taxes for any personnel provided by or on behalf of Local Jurisdiction.

C. Assignments and Subcontracts:

a. Local Jurisdiction shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, the County's consent requires a written amendment to this Agreement that is formally approved and executed by Local Jurisdiction and the County.

b. Any assumption, assignment, delegation, or takeover of any of Local Jurisdiction's duties, responsibilities, obligations, or performance of same by any entity other than Local Jurisdiction, whether through assignment, subcontract, delegation, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement.

c. Local Jurisdiction shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

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d. Any contractor or subcontractor of Local Jurisdiction are bound by the same obligations of this Agreement and shall comply with all Measure A requirements such as, but not limited to, Measure A allowable uses, purposes, Goals and Metrics (Exhibit B), Regional Plan (Exhibit C), and Best Practices (Exhibit D). Failure to comply may result in enforcement actions, including but not limited to withholding of funds, or termination of this Agreement per Section XIV.J. Termination.

D. Fair Labor: Local Jurisdiction agrees to indemnify, defend, and hold harmless the County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by Local Jurisdiction's employees for which the County may be found jointly or solely liable.

E. Religious and Political Activities: Local Jurisdiction agrees that Measure A Funds under this Agreement will be used exclusively for the performance of the work required under this Agreement, and that no Measure A funds made available under this Agreement shall be used to promote religious or political activities. Further, Local Jurisdiction agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.

F. Nondiscrimination: Local Jurisdiction shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in providing any services under this Agreement.

G. County Lobbyists: Local Jurisdiction and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Local Jurisdiction, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Local Jurisdiction or any County lobbyist or County lobbying firm retained by Local Jurisdiction to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate this Agreement.

H. Confidentiality: Local Jurisdiction must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

I. Public Records Act: Any documents submitted by Local Jurisdiction to the County become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, and/or records, the Local Jurisdiction agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

J. Termination:

1. Termination for Convenience: This Agreement may be terminated, in whole or in part, by either party for the convenience of that party. Termination of work hereunder shall be effected by written notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective.

2. Termination for Default: The County may terminate this Agreement immediately by written notice to Local Jurisdiction upon Local Jurisdiction's failure to comply with the provisions of this Agreement. It is also understood and agreed that should the County determine that Local Jurisdiction's

failure to perform relates to only part of the Project, the County, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement.

3. Termination for Improper Consideration:

   a. The County may, by written notice to Local Jurisdiction, immediately terminate the right of Local Jurisdiction to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Local Jurisdiction, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, extension of this Agreement, or the making of any determinations with respect to Local Jurisdiction's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue those same remedies against Local Jurisdiction as it could pursue in the event of default by Local Jurisdiction.

   b. Local Jurisdiction shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to a County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or https://fraud.lacounty.gov/.

   c. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

4. In the event of termination, Local Jurisdiction will provide a detailed report of expenditures and funds that had not been expended, contracted, or encumbered by Local Jurisdiction for use in carrying out the purposes of the Agreement prior to Local Jurisdiction's receipt of County's notification of termination. Local Jurisdiction shall reimburse County within thirty (30) days of the termination, the full monetary value of all funds already disbursed under this Agreement that had not been expended, contracted, or encumbered by Local Jurisdiction.

XV. NOTICES, REPORTS, INVOICES, AND APPROVALS

A. All notices, reports, invoices, and approvals shall be directed to and made by the following representatives of the parties:

To the County Representative:

Name: Marco Santana, County Project Manager
Email: MSantana@ceo.lacounty.gov
And copy
hiadmin@ceo.lacounty.gov

To Local Jurisdiction Representative:

Name: Caitlin Sims, Director of Regional Planning Programs
Email: csims@sgvcog.org

B. Local Jurisdiction shall notify the County in writing within five (5) business days of any change in the names or email address above.

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XVI. SEVERABILITY

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable.

XVII. PHOTOGRAPHS, FOOTAGE, AND OTHER MEDIA MATERIALS

The Local Jurisdiction represents and warrants that all photographs, videos, DVD's, footage, magazines, and other media materials provided to the County are either public record or have been legally procured without invading the copyright, ownership, or privacy rights of any individual. The Local Jurisdiction further agrees to defend, hold harmless, and indemnify the County Indemnitees from any and all liability arising from or related to the County's use of said photographs, videos, DVD's, footage, magazines, and other media materials.

XVIII. GOVERNING LAWS, JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Local Jurisdiction and the County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Agreement and further agree and consent that venue of any action brought in connection with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.

XIX. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

The Local Jurisdiction, and its contractors/subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Local Jurisdiction's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

XX. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to Government Code Section 84308, the Local Jurisdiction and its contractors/subcontractors, are prohibited from making a contribution of more than $250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this Section, may be a material breach of this Agreement as determined in the sole discretion of the County.

XXI. RIGHTS AND REMEDIES NOT EXCLUSIVE

The rights and remedies of the County provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

XXII. EXECUTION OF AGREEMENT AND AMENDMENTS

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

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IN WITNESS WHEREOF, Local Jurisdiction has executed this Agreement #HI-25-015 or caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, has delegated the authority to execute this Agreement on its behalf by the Chief Executive Officer, or her designee, on the date and year written below.

COUNTY OF LOS ANGELES

By_____
FESIA A. DAVENPORT Date
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By_____
Senior Deputy County Counsel

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By Marisa Creter

Print Name Marisa Creter

Title Executive Director

Approved as to Form:

By Cassie Tr

Print Name Cassie Trapesonian

Title SGVCOG General Counsel

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EXHIBITS AND ATTACHMENTS

EXHIBITS

A. PROJECT DESCRIPTION AND BUDGET

B. RECOMMENDATIONS FOR MEASURE A GOALS

C. MEASURE A REGIONAL PLAN

D. BEST PRACTICES

E. QUARTERLY REPORTING TEMPLATE

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EXHIBIT A

PROJECT DESCRIPTION AND BUDGET
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
HI-25-015

I. Overview

This Agreement between the County of Los Angeles ("County") and the San Gabriel Valley Council of Governments ("SGVCOG" or "Local Jurisdiction") allocates funds from the County's Local Solutions Fund ("LSF"), which are authorized under Measure A to support local homelessness solutions, including prevention efforts, services, and affordable housing. The funds will support the Local Jurisdiction projects and associated administrative oversight as outlined herein.

II. Project Description

Eligible Use Grouping 1: This project falls under the eligible uses of LSF, as outlined in the County's Measure A Local Solutions Fund Eligible Uses, Section 1.2. Activities under Eligible Use, Group 1 must directly contribute to achieving Measure A Goal 1 (reducing unsheltered homelessness) or Goal 3 (increasing permanent housing placements) and may include the following: homeless prevention; permanent housing for PEH; interim housing for PEH; expedited placements in permanent housing for PEH; employment services for PEH; or enhanced services for Transition-Age Youth and children experiencing or at-risk of homelessness.

1A: Eligible Use	Permanent Housing for People Experiencing Homelessness (PEH)
Project	Housing Acquisition and Operation
Project Description	These funds will support SGVCOG in subcontracting with qualified service providers to operate a hybrid model of scattered site interim/permanent housing throughout the San Gabriel Valley. This project involves a mix of providing housing as a service and acquiring permanent housing units for long-term use. Service providers will identify and secure immediately available interim housing units for People Experiencing Homelessness (PEH), including shared housing, rental market units, and subsidizing units in regional partnership cities, and will work to house clients in those units. Once units are identified, service providers will house referred clients. Each regional partnership city will be able to refer clients to available sites. Once clients are placed in housing, each service provider will be responsible for working with housed clients for the duration of their stay in interim housing at an adequate case management ratio of 20:1 - to help connect to services and permanent housing. The SGVCOG will contract with multiple service providers experienced in serving diverse groups, including transition age youth, families, and individuals.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH provided services in interim housing • PS-TO: 72 unduplicated PEH
	PS-KPI: Number of PEH placed in permanent housing • PS-TO: 5 unduplicated PEH
Measure A Goals and Target Metric	Alignment with Measure A Goal #1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness.

	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

1B: Eligible Use	Interim Housing for PEH
Project	Interim Housing – Motel Vouchers Program
Project Description	The funds will support SGVCOG's Motel Vouchers Program provided for the cities of Arcadia, Glendora, and West Covina that will administer a motel voucher program to temporarily house individuals and families experiencing homelessness. The Program will offer interim housing stays to address urgent situations, including the bridge time period before moving into a permanent housing, extreme weather conditions, fleeing domestic violence, and other emergencies. Case managers will work with each client to connect them to supportive services. Los Angeles Center for Alcohol and Drug Abuse (LA CADA) will support the Motel Voucher Program in Arcadia; Glendora staff will manage the program in Glendora; and the City of West Covina may subcontract with a service provider to administer the program. Case managers in each respective city will have access to these resources.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH/Households housed in interim housing with motel vouchers • PS-TO: 160 unduplicated PEH
	PS-KPI: Number of PEH/Households placed into permanent housing within three months of receiving a motel voucher • PS-TO: At least 96 unduplicated PEH/Household (or 60% of 160)
Measure A Goals and Target Metric	Alignment with Measure A Goal #1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness.
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

1C: Eligible Use	Interim Housing for PEH
Project	Interim Housing - LA CADA Beds
Project Description	The funds will support SGVCOG's sub agreement with the City of West Covina to provide eight (8) interim housing beds operated by LA CADA. This project is designed to serve as a direct pathway to permanent housing for people moving from encampments to interim housing. The beds, located at sites located throughout the San Gabriel Valley and Los Angeles County. Through its agreement with West Covina, LA CADA guarantees permanent access to these eight beds within the LA CADA continuum of care. LA CADA will assess clients prior to the interim housing stay, and, once a client is housed in a LA CADA interim bed, LA CADA staff will link clients to other supportive services and case management with an emphasis on housing focused case management. LA CADA will communicate program operational standards and will utilize the beds in alignment with those standards.

Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH provided interim housing • PS-TO: 40 unduplicated PEH
	PS-KPI: Number of PEH placed into permanent housing • PS-TO: 8 unduplicated PEH
Measure A Goals and Target Metric	Alignment with Measure A Goal #1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness:
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

1D: Eligible Use	Interim Housing for PEH
Project	Non-Congregate Interim Housing Site
Project Description	The funds will support operation of an existing 25-bed non-congregate interim housing site at the Azusa Resource Center (ARC). LA CADA, selected through a competitive process, will serve as the site operator, providing case management and supportive services to stabilize participants and transition them into permanent housing. This effort includes intake and assessment of participants to develop individualized housing and services plans to help participants work toward housing and health goals. Case management includes linkage to services such as health care, behavioral or mental health services, substance use treatment, employment services. The operator provides clients with daily meals and 24/7 trauma-informed staffing, security, and property management.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH provided interim housing • PS-TO: 25 unduplicated PEH
	PS-KPI: Number of PEH placed in permanent housing • PS-TO: 10 unduplicated PEH
Measure A Goals and Target Metric	Alignment with Measure A Goal #1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness:
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

1E: Eligible Use	Expedited Placements in Permanent Housing for PEH
Project	Financial Assistance
Project Description	The funds support the cities of Arcadia and Glendora's move-in assistance programs, which focus on expedited placement of individuals and families experiencing homelessness into permanent housing. These client-driven programs focuses on addressing barriers to permanent housing, engaging landlords to secure additional units, and supporting staff's efforts to engage with family/friends of unsheltered individuals and families to determine if temporary or permanent housing may be provided to them, including providing incentives to family/friends to host clients. Funds will also support move-in costs such as security deposits, mitigation funds, and host home support.

Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of households permanently housed with move-in assistance programs • PS-TO: 60 unduplicated households
Measure A Goals and Target Metric	Alignment with Measure A Goal #3: Increase the number of people permanently leaving homelessness
	Target Metric 3a: Increase by 57 percent the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in FY 2023-24 to a target of 30,000 in 2030.

1F: Eligible Use	Expedited Placements in Permanent Housing for PEH
Project	Landlord Incentives
Project Description	The funds will support SGVCOG and member cities in operating their Landlord Incentive program, which aims to secure additional permanent housing units for people experiencing homelessness (PEH). The program provides direct financial incentives to landlords and offers dedicated support, including mediation and direct engagement , to address questions or concerns and to encourage participation in rental/assistance programs for PEH.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of new units secured via direct landlord incentives • PS-TO: 20 unduplicated units
Measure A Goals and Target Metric	Alignment with Measure A Goal #3: Increase the number of people permanently leaving homelessness.
	Target Metric 3a: Increase by 57 percent the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in fiscal year 2023-24 to a target of 30,000 in 2030.

1G: Eligible Use	Permanent Housing for PEH
Project	Flexible Rental Subsidies
Project Description	The funds will support SGVCOG and the cities of Glendora, Rosemead, and San Dimas in providing rental assistance for participants experiencing homelessness, including time-limited subsidies, rapid rehousing, shallow subsidies, and other flexible rent subsidies. In Glendora and San Dimas, City staff in the respective cities will be responsible for administering the programs, which will pair appropriate levels of financial assistance with case management and resources to increase income, reduce expenses, and develop financial management skills to help prevent a return to homelessness. In Rosemead, Family Promise of SGV (FPSGV) will administer the program and provide six (6) months of case management for the enrolled clients. Case managers in each respective city will have access to these resources. Each City will establish and manage its respective program policies and procedures that defines the requirements for rental assistance, guidelines on the number of months for which clients can receive rental assistance, and the tracking approach to ensure that the intervention is helping clients to remain housed after the intervention ends.

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Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Total number of households permanently housed with subsidy assistance: • PS-TO: 16 unduplicated households
Measure A Goals and Target Metric	Alignment with Measure A Goal #1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness:
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

1H: Eligible Use	Expedited Placements in Permanent Housing for PEH
Project	Problem Solving
Project Description	The funds will support SGVCOG's Problem Solving Program, which assists individuals secure or maintain immediate, sustainable housing through mediation, resource navigation, negotiation, and targeted financial assistance.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of individuals that secure housing • PS-TO: 15 unduplicated individuals
Measure A Goals and Target Metric	Alignment with Measure A Goal #3: Increase the number of people permanently leaving homelessness
	Target Metric 3a: Increase by 57 percent the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in fiscal year 2023-24 to a target of 30,000 in 2030.

Eligible Use Grouping 2: The project fall under eligible uses of Measure A LSF, specifically, Eligible Use, Group 2. Activities under Eligible Use, Group 2, must demonstrate a maximized partnership with organization that create connections to mainstream safely net programs supported by other funds from the County, State, and Federal Governments, including connections to medical and mental health care supported by state and federal programs as well as other entitlements programs.

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2A: Eligible Use	Case Management and Outreach Services
Project	Case Management & Outreach Services for Clients with Substance Use Disorder (SUD) and/or Severe Mental Illness (SMI) – Alhambra
Project Description	The funds will support SGVCOG sub agreement with the city of Alhambra, which will subcontract with LA CADA to provide case management and outreach services for PEH, with a focus on individuals with SUD or SMI. The LA CADA team, partially funded by this program, will consist of a Program Director, Outreach Coordinator, and three Outreach Navigators, and will have access to various housing resources, including those funded by Measure A, other resources in LA CADA's continuum of care, and LA CADA's partner agencies. The LA CADA team will also have access to Alhambra-contracted interim housing beds that are part of LA CADA's continuum of care, and which are funded by other sources of funding. Services will consist of outreach, medication, therapy, peer-to-peer support, case management, health screening, group counseling, dual diagnosis treatment groups, and housing placement for PEH not yet enrolled in specialty mental health services that are Medi-Cal billable.
Group 2 Connection	The project will be connected with the following investments/programs funded by other entities, governmental or nongovernmental, including local agencies such as: This project will be an avenue for PEH to connect to other Measure A-funded housing resources (such as Projects 1B, 1E, 1F, 1G, and 1H herein). LA CADA teams will be able to place clients into those housing resources as part of their case management and outreach services. In addition, LA CADA has a robust continuum of housing resources to which clients can be referred, and relationships and connections managed by other Local, County, State, and Federal programs, including those executed by Los Angeles Homeless Services Authority (LAHSA), Department of Mental Health (DMH), Department of Health Services (DHS), Department of Children and Family Services (DCFS), Veterans Affairs (VA), and Adult Protective Services (APS). In addition, the respective LA CADA teams will work in collaboration with SPA 3 CES lead agencies to help connect PEH to shelter (interim housing, recuperative care), permanent housing (Section 8 vouchers), mental health services (DMH), health services (DHS), and substance use treatment services (Medi-Cal funded).
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH connected to outpatient/inpatient services • PS-TO: 8 unduplicated PEH
	PS-KPI: Number of PEH placed in interim or permanent Substance Use Disorder (SUD)/Serious Mental Illness (SMI) housing • PS-TO: 1 unduplicated PEH placement
Measure A Goals and Target Metric	Alignment with Measure A Goal # 2: Reduce the number of people with mental illness and/or substance use disorders who experience homelessness.
	Target Metric 2c: Reduce by 10 percent the number of people with co-occurring SMI and SUD experiencing homelessness from a baseline of 20,446 in FY 2023-24 to a target of 18,401 in 2030.

2B: Eligible Use	Case Management and Outreach Services
Project	Case Management & Outreach Services for Clients with Substance Use Disorder (SUD) and/or Severe Mental Illness (SMI) – West Covina
Project Description	The funds will support SGVCOG subagreement with the city of West Covina, which will enter into its own subcontract and provide partial funding to LA CADA to deliver case management and outreach services for PEH, with a focus on individuals with SUD or SMI. The LA CADA team, partially funded by this program, will consist of a Program Manager, Program Coordinator, Navigator/Case Manager, and Housing Specialist, and will have access to various housing resources, including those funded by Measure A and other sources. Services will consist of outreach, medication, therapy, peer-to-peer support, case management, health screening, group counseling, dual diagnosis treatment groups, and housing placement for PEH not yet enrolled in specialty mental health services that are Medi-Cal billable.
Group 2 Connection	The project will be connected with the following investments/programs funded by other entities, governmental or nongovernmental, including local agencies such as: This project will be an avenue for PEH to connect to other Measure A-funded housing resources (such as Projects 1B, 1E, 1F, 1G, and 1H herein). LA CADA teams will be able to place clients into those housing resources as part of their case management and outreach services. In addition, LA CADA has a robust continuum of housing resources to which clients can be referred, and relationships and connections managed by other Local, County, State, and Federal programs, including those executed by LAHSA, DMH, DHS, DCFS, VA, and APS. In addition, the respective LA CADA teams will work in collaboration with SPA 3 CES lead agencies to help connect PEH to shelter (interim housing, recuperative care), permanent housing (Section 8 vouchers), mental health services (DMH), health services (DHS), and substance use treatment services (Medi-Cal funded).
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH connected to outpatient/inpatient services • PS-TO: 8 unduplicated PEH
	PS-KPI: Number of PEH placed in interim or permanent SUD/SMI housing • PS-TO**:** 1 unduplicated PEH placement
Measure A Goals and Target Metric	Alignment with Measure A Goal #2: Reduce the number of people with mental illness and or substance use disorders who experience homelessness.
	Target Metric 2c: Reduce by 10 percent the number of people with co-occurring SMI and SUD experiencing homelessness from a baseline of 20,446 in fiscal year 2023-24 to a target of 18,401 in 2030.

2C: Eligible Use	Case Management and Outreach Services
Project	Case Management & Outreach Services – San Dimas

Project Description	The funds will support SGVCOG in subcontracting with the city of San Dimas, which will enter into its own subagreement to provide partial funding to LA CADA to deliver case management and outreach services for PEH via a team consisting of a project lead and outreach navigator.. The teams will have access to housing resources (such as Projects 1B, 1E, 1F, 1G, and 1H herein) that will allow team members to place clients in interim and permanent housing. LA CADA teams will engage initially with clients and will continue to provide follow-up case management to help clients connect to services, secure housing, and maintain stable housing.
Group 2 Connection	The project will be connected with the following investments/programs funded by other entities, governmental or nongovernmental including local agencies such as: This project will be an avenue for PEH to connect to other Measure A-funded housing resources (such as Projects 1B, 1E, 1F, 1G, and 1H herein). LA CADA teams will be able to place clients into those housing resources as part of their case management and outreach services. In addition, LA CADA has a robust continuum of housing resources to which clients can be referred, and relationships and connections managed by other Local, County, State, and Federal programs, including those executed by LAHSA, DMH, DHS, DCFS, VA, and APS. In addition, the respective LA CADA teams will work in collaboration with SPA 3 CES lead agencies to help connect PEH to shelter (interim housing, recuperative care), permanent housing (Section 8 vouchers), mental health services (DMH), health services (DHS), and substance use treatment services (Medi-Cal funded).
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH engaged through outreach services • PS-TO: 125 unduplicated PEH
	PS-KPI: Number of PEH place in interim or permanent housing • PS-TO: 15 unduplicated PEH placements
Measure A Goals and Target Metric	Alignment with Measure A Goal 1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

2D: Eligible Use	Case Management and Outreach Services
Project	Case Management and Outreach Services – Arcadia
Project Description	The funds will support SGVCOG in subcontracting with the city of Arcadia, which will enter into its own sub agreement and provide partial funding to LA CADA to deliver case management and outreach services for PEH via a team consisting of a project lead and an outreach navigator. The LA CADA teams will have access to housing resources (such as Projects 1B, 1E, 1F, 1G, and 1H herein) to place clients in interim and permanent housing. LA CADA teams will engage initially with clients and continue to provide follow-up case management to help clients connect to services, secure housing, and maintain stable housing.

Group 2 Connection	The project will be connected with the following investments/programs funded by other entities, governmental or nongovernmental including local agencies such as: This project will be an avenue for PEH, with a focus on clients with SUD or SMI, to connect to other Measure A-funded housing resources and those funded by other sources. In Arcadia, LA CADA teams will be able to place clients into those housing resources (listed in projects 1B and 1C) as part of their case management and outreach services. In addition, LA CADA has a robust continuum of housing resources to which clients can be referred, and relationships and connections managed by other Local, County, State, and Federal programs, including those executed by LAHSA, DMH, DHS, DCFS, VA, and APS. In addition, LA CADA teams will work in collaboration with SPA 3 CES lead agencies to help connect PEH to shelter (interim housing, recuperative care), permanent housing (Section 8 vouchers), mental health services (DMH), health services (DHS), and substance use treatment services (Medi-Cal funded).
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH engaged through outreach services • PS-TO: 125 unduplicated PEH
	PS-KPI: Number of PEH place in interim or permanent SUD/SMI housing • PS-TO: 15 unduplicated PEH placements
Measure A Goals and Target Metric	Alignment with Measure A Goal # 1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

2E: Eligible Use	Case Management and Outreach Services
Project	Case Management and Outreach Services - Glendora
Project Description	The funds will support SGVCOG in subcontracting with the city of Glendora, which will enter into its own subagreement and provide partial funding to LA CADA to deliver case management and outreach services for PEH via a team consisting of two homeless navigators. The LA CADA teams will have access to housing resources (such as Projects 1B, 1E, 1F, 1G, and 1H herein) to place clients in interim and permanent housing. LA CADA teams will engage initially with clients and will continue to provide follow-up case management to help clients connect to services, secure housing, and maintain stable housing.
Group 2 Connection	The project will be connected with the following investments/programs funded by other entities, governmental or nongovernmental including local agencies such as: This project will be an avenue for PEH, with a focus on clients with SUD or SMI, to connect to other Measure A-funded housing resources and those funded by other sources. In Glendora, LA CADA teams will have access to the City's contracted units within LA CADA's continuum of care, which are funded by non-Measure A sources. In addition, LA CADA has a robust continuum of housing resources to which clients can be referred, and relationships and connections managed by other Local, County, State, and Federal programs, including those executed by LAHSA, DMH, DHS, DCFS,

	VA, and APS. In addition, the respective L.A. CADA teams will work in collaboration with SPA 3 CES lead agencies to help connect PEH to shelter (interim housing, recuperative care), permanent housing (Section 8 vouchers), mental health services (DMH), health services (DHS), and substance use treatment services (Medi-Cal funded).
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH engaged through outreach services • PS-TO: 125 unduplicated PEH
	PS-KPI: Number of PEH placed in interim or permanent SUD/SMI housing • PS-TO: 15 unduplicated placements
Measure A Goals and Target Metric	Alignment with Measure A Goal # 1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness.
	Target Metric 1a: Decrease by 30 percent the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030.

Eligible Use Grouping 3: Eligible Uses of Measure A LSF (LSF Funds) with Los Angeles County Affordable Housing Solutions Agency (LACAHSA) Funding. Local Jurisdiction must braid or pair LSF Funds with eligible LACAHSA funding to support prevention efforts under this program/project. If LACAHSA funding is not yet available, Local Jurisdiction shall coordinate with the County during the transition period to align timelines, funding strategies, and program deliverables; and submit a written plan within six months of this Agreement's execution detailing steps to secure LACAHSA funding. The Local Jurisdiction shall make good faith efforts to secure and utilize such funding when it becomes available. LSF Funds may only be used after LACAHSA funding is exhausted; or during the transition period with prior written approval from the County.

3A: Eligible Use	Permanent Housing for PEH
Project	Housing Acquisition & Construction
Project Description	The funds will support SGVCOG in contracting with the San Gabriel Valley Regional Housing Trust (SGVRHT) to expand housing opportunities for PEH in the region. Specific projects and eligible expenditures will be determined in coordination with LACAHSA. SGVCOG will work with the SGVRHT to identify new and innovative projects to create more housing for PEH. Examples of potential types of projects include acquiring units to specifically support PEH, purchasing units within affordable housing project for PEH, or acquiring, rehabilitating, and converting sites into interim or permanent housing for PEH. The budget for this project will be determined based on further information from LACAHSA and pending progress in completing other projects.
Group 3 Connection	The SGVCOG will work to braid funding with available LACAHSA funds once guidance has become available. In the meantime, the SGVCOG will coordinate and communicate with the County in the interim while a plan is developed to secure LACAHSA funds.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of units secured for PEH • PS-TO: 1 unit

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Measure A Goals and Target Metric	Alignment with Measure A Goal # 3: Increase the number of people permanently leaving homelessness.
	Target Metric 3a: Increase by 57 percent the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in fiscal year 2023-24 to a target of 30,000 in 2030.

3B: Eligible Use	Homeless Prevention
Project	Homeless Prevention: Rental Assistance
Project Description	The funds will support SGVCOG and the cities of Arcadia and Rosemead in providing rental assistance such as rental arrears, security and utility deposits, and moving costs through a homeless prevention program focused on preventing individuals and families from falling into homelessness. In Arcadia, case managers from Arcadia's LA CADA-contracted team will administer the program, while in Rosemead, Family Promise of the San Gabriel Valley (FPSGV) will administer the program. The overall goal of both programs is to reduce the number of individuals falling into homelessness and assist those at imminent risk of eviction due to unexpected financial shortcomings or catastrophic incidences. Case managers in each city will have access to rental assistance resources. Each city will establish and manage its program policies and procedures that define the requirements for rental assistance, guidelines on the number of months for which clients can receive rental assistance, and the tracking approach to ensure that the intervention is helping the client to remain housed after the intervention ends. Before work begins on this program, SGVCOG will ensure that there is no duplication of funds and/or programs from LACAHSA.
Group 3 Connection	The SGVCOG will work to braid funding with available LACAHSA funds once guidance has become available. In the meantime, SGVCOG will coordinate and communicate with the County in the interim while a plan is developed to secure LACAHSA funds.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH/Household that retain housing for three months after receiving prevention rental assistance • PS-TO: 8 unduplicated PEH/households
	PS-KPI: Number of PEH/Household that remain housed six months after the prevention rental assistance • PS-TO: 4 unduplicated PEH/Households
Measure A Goals and Target Metric	Alignment with Measure A Goal #4: Prevent people from falling into homelessness
	Target Metric 4a: Reduce the number of people who become newly homeless by 20 percent from a baseline of 63,202 in fiscal year 2023-24 to a target of 50,561 in 2030.
3C: Eligible Use	Homeless Prevention
Project	Homeless Prevention: Financial Assistance
Project Description	The funds will support SGVCOG and the cities of Arcadia and Rosemead in providing financial assistance through a homeless prevention program focused at preventing individuals and families from falling into homelessness. Financial assistance will be utilized in situations where clients are at-risk of eviction that can be

	resolved through a non-rent expenditure such as repairing a vehicle that a client requires in order to get to work. In order to determine appropriate financial expenditures, the respective case managers will undertake problem solving conversations to identify the appropriate intervention. In Arcadia, case managers from Arcadia's LA CADA-contracted team will administer the program, while in Rosemead, Family Promise of the San Gabriel Valley (FPSGV) will administer the program. The overall goal of both programs is to reduce the number of individuals falling into homelessness and assist those at imminent risk of eviction due to unexpected financial shortcomings or catastrophic incidences. Case managers in each respective city will have access to the program resources. Each city will establish and manage its program policies and procedures that defines the requirements for financial assistance and the tracking approach to ensure that the intervention is helping the client to remain housed after the intervention. Before work begins on this program, the SGVCOG will ensure that there is not duplication of funds and/or programs from LACAHSA.
Group 3 Connection	The SGVCOG will work to braid funding with available LACAHSA funds once guidance has become available. In the meantime, the SGVCOG will coordinate and communicate with the County in the interim while a plan is developed to secure LACAHSA funds.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of households that remain housed three months after Financial Assistance Intervention • PS-TO: 2 unduplicated households
	PS-KPI: Number of households that remain housed six months after the Financial Assistance Intervention • PS-TO: 2 unduplicated households
Measure A Goals and Target Metric	Alignment with Measure A Goal #4: Prevent people from falling into homelessness.
	Target Metric 4a: Reduce the number of people who become newly homeless by 20 percent from a baseline of 63,202 in fiscal year 2023-24 to a target of 50,561 in 2030.

Project Administration

Administrative Cost	
Project 4A	Permanent Housing for PEH: Admin Cost: Housing Acquisition & Operation - Staff
Project Description	The funds will support SGVCOG in subcontracting with a service provider (to be selected through an RFP) to operate hybrid scattered-site interim/permanent housing throughout the San Gabriel Valley, as outlined in Project 1A. Funding will cover four staff (three case managers and one part-time locator) as well as indirect administrative costs. The contracted service providers will identify and secure immediately available housing units for PEH in partnership with regional cities. Housing options may include shared housing, units secured from the rental market, and subsidizing units for clients. Once units have been identified, service providers will house referred clients. Each regional partnership city will be able to refer clients to available sites. Once clients are placed in housing, each service provider will be responsible for working with housed clients for the duration of their stay – at an adequate case management ratio of 20:1 – to help connect them to services and permanent housing. The SGVCOG

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	will contract with multiple service providers with experience working with different groups, including transition-age youth, families, and individuals.
Project 4B	**Administrative Costs SGVCOG Director**
Project Description	The funds will cover a portion of the salary and benefits for SGVCOG Director (0.23 FTE), who will support the Management Analyst in program oversight, administration, and reporting for all programs herein.
Project 4C	**Administrative Costs SGVCOG Management Analyst**
Project Description	The funds will cover the salary and benefits for SGVCOG Management Analyst (1.0 FTE), who will oversee program administration, implementation, and reporting of all programs herein.
Project 4D	**Admin Costs: Case Management and Outreach Services – West Covina**
Project Description	The funds will support West Covina's Project 2B by covering operational expenses for LA CADA, including office expenses, maintenance, insurance, facility costs, utilities, telephone, van lease/gas, and indirect costs.
Project 4E	**Admin Costs: Case Management and Outreach Services – San Dimas**
Project Description	The funds will support indirect costs incurred by LA CADA under City of San Dimas' Project 2C, including office expenses, insurance, cell phones, program supplies, PPE, food, van lease/gas.
Project 4F	**Admin Costs: Case Management and Outreach Services - Glendora**
Project Description	The funds will support a 13.64 percent indirect cost provided by City of Glendora's Project 2E to LA CADA.

III. Project Budget

Total Agreement Sum: $3,862,470

The budget listed below represents the maximum Measure A funding that Local Jurisdiction may receive for the applicable fiscal year, subject to the County Board of Supervisors' ("Board") annual approval. Any increase in funding for a given fiscal year is at the sole discretion of the County and must be implemented through a written amendment to this Agreement. All allocations approved by the County Board are made available through the term of the agreement.

- Year One: July 1, 2025 – June 30, 2026, Total Agreement sum shall not exceed **$3,862,470**

BUDGET		
Project No.	**Project Description**	**Project Amount**
1A	Unit Acquisition and Operation (serving 72 PEH in interim housing and placing 5 in permanent housing)	$1,368,000
1B	Interim Housing – Motel Vouchers Program (placing 160 PEH in interim housing)	$95,000
1C	Interim Housing – LA CADA Beds (8 interim housing beds)	$50,000

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1D	Non-Congregate Interim Housing Site (25 interim housing beds)	$278,739
1E	Financial Assistance – Move-in Assistance (includes covering security deposits, mitigation funds, and host home support; serving up to 60 PEH)	$323,596
1F	Landlord Incentives (includes average amount of $1,000 per landlord for up to 20 landlords)	$20,000
1G	Flexible Rental Subsidies (Flexible rental subsidy will support 16 households for up to 6 months)	$247,161
1H	Problem Solving (includes covering around 15 individuals through targeted financial assistance such as mediation, resource navigation, and negotiation services)	$26,066
2A	Case Management & Outreach Services for Clients with Substance Use Disorder (SUD) and/or Severe Mental Illness (SMI) – Alhambra (includes partial funding towards a program director, outreach coordinator, and three outreach navigators)	$169,940
2B	Case Management & Outreach Services for Clients with Substance Use Disorder (SUD) and/or Severe Mental Illness (SMI) – West Covina (includes partial funding for a program manager, program coordinator, case manager, and housing specialist)	$170,708
2C	Case Management & Outreach Services – San Dimas (includes partial funding for a project lead and outreach navigator)	$42,160
2D	Case Management and Outreach Services – Arcadia (includes partial funding for a program director, homeless program coordinator, and two homeless navigators)	$71,000
2E	Case Management and Outreach Services – Glendora (includes partial funding for two housing navigators)	$88,000
3A	Housing Acquisition & Construction (1 unit)	$25,000
3B	Homeless Prevention: Rental Assistance (includes rental assistance for 8 households)	$90,000
3C	Homeless Prevention: Financial Assistance (includes financial assistance-non-rental for up to 2 households)	$5,000
4A	Permanent Housing for PEH: Administrative Costs for Project 1A, including salaries and benefits for four staff (3 case managers and one part-time housing locator)	$415,018
4B	Administrative Costs SGVCOG Director (0.23 FTE) who will support the Management Analyst in program oversight, administration, and reporting	$47,637
4C	Administrative Costs SGVCOG Management Analyst (1.0 FTE) overseeing program administration, implementation, and reporting	$233,641
4D	Admin Costs: Case Management and Outreach Services – West Covina (supports Project 2B by covering operational expenses for LA CADA)	$68,094
4E	Admin Costs: Case Management and Outreach Services – San Dimas (supports Project 2C by covering indirect costs for LA CADA)	$15,710
4F	Admin Costs 13.64% indirect cost: Case Management and Outreach Services – Glendora	$12,000
	TOTAL AMOUNT	**$3,862,470**

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Recommendations for Measure A Goals

TO: Los Angeles County Executive Committee for Regional Homeless Alignment
FROM: Los Angeles County Leadership Table for Regional Homeless Alignment, with support from the National Alliance to End Homelessness and Community Solutions
DATE: March 14, 2025
RE: **Final Recommendations for Measure A Goals and Target Metrics As Amended**

Executive Summary

This memo provides recommendations developed by the subcommittees of the Leadership Table for Regional Homeless Alignment (LTRHA) and approved as amended by the LTRHA and Executive Committee on Regional Homeless Alignment (ECRHA) on goals, baselines, and target metrics to guide the regional homeless response, following the mandate of Measure A. This marks the final phase of a three-part process to develop draft metrics for each goal and align around key definitions of homelessness terminology, establish data points to use as the baseline from which to measure progress, and finally, to establish target metrics for the end of 2030 with annual milestones. While the creation of goals was mandated by Measure A, these goals and metrics are not restricted to Measure A-funded efforts and are meant to measure collective efforts of the Los Angeles region, including those funded outside of Measure A.

These subcommittee recommendations, with their attendant recommendations for policy changes and system adjustments, represent a roadmap to reach the goals and corresponding target metrics. Highlights of these target metrics include:

- **Reducing by 30% the number of unsheltered people experiencing homelessness, from a baseline of 52,365 in the 2024 Point-in-Time Count to 36,656 people experiencing unsheltered homelessness by the end of 2030.**
- **Increasing by 57% the number of people placed into permanent housing, from a baseline of 19,127 in FY 23-24 to 30,000 people by the end of 2030.**
- **Decreasing the inflow of newly-homeless individuals by 20%, from a baseline of 66,302 in FY 23-24 to 50,501 by the end of 2030.**

These target metrics, along with the other targets recommended in this report, will require unprecedented alignment between regional partners across Los Angeles County, system

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changes that shift how existing homeless programs operate, and reforms and innovations within how Los Angeles addresses the development of affordable housing. In addition, the region must engage in strategic and unified advocacy to state and federal partners to achieve these goals. While there are a number of challenges ahead, the targets in this report and the conditions identified by subcommittees represent a user manual to achieving these goals and making major progress towards ending homelessness in Los Angeles.

Introduction

This memo provides provides a set of recommendations for the numeric target metrics that correspond to the five high-level goals within the Los Angeles County Affordable Housing, Homeless Solutions, and Prevention Now Transactions and Use Tax Ordinance (Measure A), including target metrics to measure progress by the end of 2030 with annual milestones.[1] This work is in alignment with the goals and processes established in the text of Measure A,[2] which was approved by Los Angeles County voters in November 2024.

In addition, this memo lays out the key conditions for success and assumptions that subcommittees are factoring in as necessary to reach the proposed targets. The draft goals and target metrics presented by the subcommittees are ambitious, and these conditions for success and assumptions are major components of ensuring goals are met and may in some cases necessitate changes to existing systems and policies. The creation of goals was mandated by Measure A, but these goals and metrics are not restricted to Measure A-funded efforts and are meant to guide and measure the collective efforts of all homeless programs and funding in the Los Angeles region, whether those efforts are funded by Measure A or another funding source.

Within each goal section, a rationale is provided to how each LTRHA subcommittee arrived at the respective recommendations for target metrics within their goal areas. Furthermore, this memo provides a timeline for finalizing the goals in advance of the April 1, 2025 deadline established by the text of Measure A. Finally, this memo recommends equity subgoals that correspond with each of the five high-level Measure A goals.

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[1] The metrics developed here seek to align with the more common fiscal year budgeting and reporting utilized by jurisdictions across the region, running from July 1 through June 30, while the text of Measure A requires evaluation of progress through December 31, 2030. To reconcile this, the subcommittees adjusted metrics annual milestones to reflect fiscal years, starting with FY 25-26 representing Year 1, running through FY 29-30, with an additional six month period of evaluation running from July 1, 2030 to December 2030, in alignment with Measure A. This results in a 5.5 year timeline, with the final year of data being evaluated spanning two fiscal years, with data from the final six months of FY 29-30 and the first six months of FY 30-31, running from January 1, 2030 until December 31, 2030..

[2] The text of Measure A directs that "The Executive Committee shall evaluate progress toward goals and no later than April 1, 2025, the Executive Committee and Housing Agency shall each formulate baseline and target metrics based on input and recommendations from the Leadership Table; relevant county staff; and stakeholders, including service providers contracted to provide services like those to be funded by the tax imposed by the Ordinance, affordable housing developers, and renter protection organizations."

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Current Point in Process

In order to establish goals, the subcommittees have engaged in a three-phase process over the last several months. These three distinct phases are:

- **Phase 1 (Summer and Fall 2024):** The subcommittees met and established shared definitions of key terms, decided on data sources, created recommended structures of baseline data point(s) for each goal, and crafted placeholder metric(s). This phase concluded with the presentation of recommended metrics (without target numbers) and definitions in October 2024.[3]
- **Phase 2 (November 2024-January 2025):** The data subcommittee[4] developed the structure of the annual report, tested data sources, and established baseline data points to serve as the basis for developing target metrics. This phase concluded with the presentation of a baseline data report in January 2025.[5]
- **Phase 3 (January 2025-April 2025):** This phase, currently underway, entails the subcommittees working to establish target numbers within each metric to measure progress on each of the 2030 goals, with accompanying annual milestones. The subcommittees brought forward preliminary recommendations to the ECRHA in mid-February, final recommendations to the LTRHA in early March, with complete recommendations provided in this report.

Phase 1: Subcommittee Formation and Metric Development

In 2024, subcommittees of the LTRHA[6] were formed, bringing together LTRHA members and additional subject matter experts to begin the process of creating numerical targets for each of the five Measure A goals. Three subcommittees were created: 1) the homelessness response subcommittee, 2) the homelessness prevention subcommittee, and 3) the affordable and supportive housing subcommittee.

The Measure A goals, and their corresponding subcommittees developing metrics and targets for those goals. They are:

1. **Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness**
   (Corresponding Subcommittee: Homelessness Response)

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[3] A midpoint progress report, which details the results of Phase 1, can be found here: https://file.lacounty.gov/SDSInter/bos/supdocs/196813.pdf .

[4] In October 2024, a memo from the County Chief Executive Officer (CEO) to the Executive Steering Committee for Data and IT Governance (ESC) memorialized the creation of a Data Subcommittee, establish its members, and charge it with providing needed baseline and supporting data to the LTRHA for Measure A Goals 1-4.

[5] The baseline data report can be found here: https://file.lacounty.gov/SDSInter/bos/supdocs/199257.pdf .

[6] Subcommittees and their rosters can be found in Appendix A.

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2. **Reduce the number of people with mental illness and/or substance use disorders who experience homelessness**
   (Corresponding Subcommittee: Homelessness Response)
3. **Increase the number of people permanently leaving homelessness**
   (Corresponding Subcommittee: Homelessness Response)
4. **Prevent people from falling into homelessness**
   (Corresponding Subcommittee: Homelessness Prevention)
5. **Increase the number of affordable housing units in Los Angeles County**
   (Corresponding Subcommittee: Affordable and Supportive Housing)

The first task of the subcommittees was to establish shared definitions of key terms, such as ''mental illness'' or ''homeless prevention,'' an essential step to ward off lengthy derailments later in the goal-setting process. The subcommittees also established which data sources would be utilized to measure progress, in recognition that an array of data sources inform a fulsome picture of homelessness, but each of these data sources can tell a slightly different story. Finally, the subcommittee defined at least one target metric for each of the goals, which added specificity for how progress could be measured on each of the goals.

Phase 2: Baseline Data

Following the establishment of defined metrics, the CEO and the Executive Steering Committee for Homelessness Information Technology and Data Governance established a data subcommittee, formalized its membership, and tasked it to support the LTRHA. The data subcommittee began work to ensure that the metrics established by the subcommittees could be feasibly reported on a regular basis. The data subcommittee recommended slight refinements to the measures, based on available data. In addition, the data subcommittee produced baseline numbers to serve as a Year 1 figure against which to measure future year progress. This work was presented to the ECRHA and the LTRHA in late January 2025.

The work of the data subcommittee was centered around Goals 1-4, which required expertise and experience working with administrative data from within the homeless system. Goal 5, however, required a range of other data from the larger housing sector. As such, the affordable and supportive housing subcommittee partnered with the USC Lusk Center for Real Estate to develop its baseline measures.[7]

Phase 3: Goal Setting Process

Armed with shared definitions of key terms, agreements on data sources, defined metrics, and baseline data, the subcommittees embarked on setting defined target metrics for each of the

[7] The USC Lusk Center's baseline data presentation from January 31, 2025 meeting of the LTRHA can be found here: https://file.lacounty.gov/SDSInter/bos/supdocs/199858.pdf

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goals. A report to the ECRHA in February[8] provided preliminary target metrics within each of the five Measure A goals, along with the rationale for their targets, and the conditions that must be met in order for the targets to be reached and the goals to be achieved. With feedback from the ECRHA and recognition of a changing funding landscape on both the state and federal levels, the Leadership Table made adjustments to several goals. These were discussed and approved as amended by the full Leadership Table on March 6th. The goals were then approved and amended by ECRHA on March 14th.

With this report, the ECRHA approves as amended the LTRHA's final recommendations to the ECRHA. These amended goals are recommended by ECRHA for adoption by the Los Angeles County Board of Supervisors in advance of Measure A's April 1 deadline.

Equity

This section of the report summarizes a more extensive report on the recommendations of the equity subcommittee, which is provided as a supplemental memo.

Context

The equity subcommittee of the LTRHA, co-chaired by representatives from the Los Angeles County Chief Executive Office Anti-Racism, Diversity and Inclusion (ARDI) Initiative and the Los Angeles Homeless Services Authority (LAHSA), was tasked with recommending an equity framework and drafting a set of equity metrics to be included in the Measure A Goals the Responsive Regional Homelessness Plan (RHP). In the sections below, the Equity Subcommittee defines equity, highlights the racial and ethnic disparities contributing to homelessness in the County, outlines the equity subcommittee's data findings and equity priorities, and lays out next steps.

Definitions, Values, and Conditions for Success

In order to set metrics, the equity Subcommittee determined how to define equity, and the values and conditions for success necessary to achieve the equity metrics. The subcommittee defined equity as both a process and practice that ensures that one's outcomes in various domains, including health, housing, education, and economic outcomes, are not determined by social and/or physical characteristics. The equity subcommittee proposes adopting equity principles that emphasize fairness and justice, ensuring that all strategies and interventions are

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[8] The February report to ECRHA providing preliminary recommendations can be found here:https://file.lacounty.gov/SDSInter/bos/supdocs/200392.pdf

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designed to address the unique needs of those most affected by systemic inequities. These principles prioritize the participation of communities with lived experience in shaping policies, advocate for culturally responsive practices, and commit to dismantling structural barriers through accountable, inclusive, and sustainable approaches to homelessness.

The Equity Subcommittee identified the following overarching conditions for success:

- To reduce homelessness and its disproportionate impact, it is necessary to engage multiple systems beyond Measure A, addressing the root causes and the systemic barriers contributing to housing instability. Holistic prevention is essential to reducing homelessness and reducing disparities
- Improved data collection practices, standardized reporting structures, and incorporating a mixed methods approach to data collection are vital.
- Stakeholders must be fully and authentically engaged, including lived experts and smaller agencies.
- LA County's homeless response system must be balanced and efficient at helping people exit permanent housing fast; inefficiency and imbalance impacts marginalized groups more than others.
- Providers and direct service staff are essential to addressing and reducing homelessness: a well-resourced and well-supported workforce in homeless services is crucial for long-term success. New measures and metrics should be restorative and not punitive to protect.

Data Analysis

Caveats and Considerations: The LTRHA equity subcommittee received disaggregated baseline data for Measure A goals from the data subcommittee of ECRHA on February 21, broken down by race/ethnicity, gender, age, and veteran status. Data showed discrete characteristics (i.e., total population served by race or gender, but not by race and gender); given the short timeframe, the equity subcommittee started with an analysis of race/ethnicity data. The Equity Subcommittee found that Measure A baseline data combines families, transition aged youth, and single adults, which means that raw numbers and percentages count family members as individuals within the dataset. When data are further disaggregated by other demographic variables, and divided by families, single adults, and transition aged youth, there will be a better understanding of population-specific baselines and needs and will enable the LTHRA to set population-specific metrics. Additional analysis and metric refinement will be necessary once we further collect and disaggregate data.

Data Analysis: The equity subcommittee reviewed and analyzed data from two main sources: (1) LAHSA point-in-time count (PIT Count) data and (2) administrative data pulled from County databases. The PIT count data were pulled from the LAHSA website and the administrative

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data were provided by the data subcommittee in February 2024. The administrative data included several data tables with racially disaggregated baseline data on participants accessing the homeless services system over five-years (more detail is provided later in this report on the sources of administrative data.

Findings: After reviewing and analyzing these data, the equity subcommittee concluded the following:

- Although Black people are served at rates roughly proportional or higher rates (36% of all service participants in FY 23-24) signifying that the homeless system is serving Black people comparable to their proportion of the homeless count (33%); yet the PIT continues to show roughly the same overrepresentation of Black people experiencing homelessness.
- While Black people make up the largest share of people who exit to permanent housing (42%), they remain housed (i.e., retained) at lower rates (77%) than the overall population in the system (79%) and other racial/ethnic groups, such as Asian (84%) and Hispanic (82%) people who have exited to permanent housing. Like other groups, just 20% of Black people who accessed services exited to permanent housing in FY 23-24, which may relate to the rise of homelessness and continued overrepresentation of Black people in the PIT Count.
- Latinx people are the fastest growing in the PIT population (23,005 in 2020 to 30,948 (43%) in 2024), still below their overall percentage of LA population (48%), and are mostly part of the newly homeless services group (58%)
- Latinx are overall accessing services at lower rates (36%) than their proportion of the homeless population (43%)
- Unsheltered Latinx people are accessing interim housing or permanent housing at a lower rate than their proportion of the homeless population (37% 1b unsheltered to interim housing, 36% 1c to permanent housing) and had among the lowest percentage throughput from unsheltered to permanent housing (only 8%).
- AIAN people are growing in the homeless count (686 in 2020 to 2369 in 2024), though definition has also changed to be more accurate/ inclusive; their share of the homeless population (3%) is roughly proportional to their population in LA County (3%)
- AIAN people are underrepresented in accessing services (2% of accessing services vs. 3% of population), though unsheltered AIAN people are accessing interim housing (2.25%) and permanent housing (2.27%) at slightly lower rates than their proportion of the homeless count (3%).
- Only 73% of AIAN people who enter permanent housing remain in housing within the 2-year period, the lowest percentage amongst groups.

Based on the definitions and values agreed upon, the subcommittee proposed a targeted universalism approach, which asserts that groups experiencing homelessness may require

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different strategies to improve overall outcomes and to meet universal goals. To put this framework into practice, the LTRHA equity subcommittee asked, "how do we ensure that all groups meet the universal goals and metrics (set by Measure A and other subcommittees)? How far are different groups from meeting the universal goals and metrics?" The analysis found that the greatest disparities are experienced by particular groups. To meet our universal goals, Measure A implementation must remove or reduce disparities across three areas: population increase (rate of growth), representation in homelessness (rate of homelessness), and differences in access and outcomes in services. These disparities are compounding factors on inequities, meaning when one group experiences higher rate of growth, overrepresentation, and poorer outcomes in the homeless service system, impact is amplified driving an increase in overall homelessness numbers. Thus, looking at all three dimensions to understand disparities and conditions for success for each group is critical.

Equity Subgoals

Given the findings above, in order achieve the universal goals *and* a more equitable system, the Equity Subcommittee has applied the following equity criteria:

- **Equity Criteria A**: Reduce overrepresentation in the homelessness population by 10% by 2030;
- **Equity Criteria B**: Reduce growth in homelessness for critical populations by 2030; and;
- **Equity Criteria C**: Reduce disparities in access, experience, and outcomes by 2030.

With further analysis of the baseline data disaggregated by race/ ethnicity, it became clear that each goal and population has unique differences. However, the equity subcommittee focused on identifying the greatest disparities, and saw that those differences were concentrated for certain groups more than others. It was clear that to meet our universal goals, the subcommittee would need to focus efforts on removing disparities across the three above criteria. Using the equity criteria, the equity subcommittee set equity subgoals recommended for each metric identified by the other LTHRA subcommittees. The equity subcommittee recommended the equity subgoals as additional benchmarks to ensure that impacted groups at the very least meet the universal metrics, and that overall disparities are reduced.

The equity metrics included in the table below, reflects an effort to address the specific disparities identified amongst populations within the goal, contextualize data where disproportionality was identified, mitigate the rapid rate of growth, and set metrics to reduce the disparities. If the homeless services system does not meet the goals for these critical populations, it is less likely to meet the universal goals. The equity subgoals ensure that impacted groups at the very least meet the universal metrics and make progress toward the overall equity criteria.

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For Goal 5, the equity subcommittee is offering strategies to be refined into metrics as the work continues to identify baseline equity data for goal 5 and collaborate with LACAHSA. The LTRHA recommends that equity and the above strategies for goal 5 are considered by LACAHSA in setting their targets and allocating resources.

Next Steps

The Leadership Table recommends the adoption of the proposed equity metrics and targets, represented in the chart below, which will be followed by additional efforts to develop a robust data collection, reporting and analysis infrastructure to track progress. This will involve standardizing demographic data workflows and integrating equity analyses into program evaluations. The subcommittee also recommends the LTRHA and the ECRHA establish a research agenda to address remaining gaps in understanding and responding to the unique needs of disproportionately represented groups. The equity-focused metrics and strategies outlined will guide future efforts to reduce homelessness while addressing the systemic inequities contributing to the problem. Through targeted universalism, a commitment to cultural humility, and sustained investments in community-driven solutions, we can work toward a more equitable and effective homelessness system in Los Angeles County.

Structure and Conditions for Goal Setting

While the subcommittees are each addressing different parts of the response to homelessness, they are all setting goals under a consistent directive to create ambitious goals; this direction is encouraged even if it necessitates significant changes to the homeless system to reach the target metrics within the goals. A December 11 letter from ECRHA Chair Kathryn Barger to the LTRHA articulates this task and encourages the LTRHA "to be bold and propose ambitious goals that aim towards significant system improvements for demonstrable progress for those who are homeless in Los Angeles County."

This letter also directs subcommittees to report on the rationale for their goals. As such, each goal contains an explanation for how and why the subcommittee arrived at the draft numerical target. Additionally, for each goal, the subcommittee details the conditions and assumptions for success. Without large increases in funding resources, ambitious goals require changes to existing homeless systems in order to be achieved. In some cases, these conditions and assumptions may necessitate advocacy to external partners at the state and federal levels.

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Unified Federal and State Advocacy Strategy

Among the conditions and assumptions for success, a unified advocacy strategy is a critical component of reaching these goals to ensure state and federal resources are secured for the region. These funding streams are in a moment of unprecedented uncertainty. State resources for homelessness are a major component of the local homeless response, but these funds largely consist of one-time funding over the last several years. With California facing likely deficits in future years, these funds are far from secure.

Meanwhile at the federal level, the new Administration and Congress have promised to pursue major spending cuts, as well as policy changes that are likely to function as funding cuts for Los Angeles. In late January, the Administration pursued an unprecedented ''pause'' across a broad range of federal funding, including homelessness funding. While funding was restored, the possibility of future ''pauses'' must be considered. Maintaining the status quo of state and federal funding will require major coordinated and continuous advocacy between all the entities in the region and should be considered one of the main conditions of reaching the goals set forth in this report.

January Wildfires

The challenges Los Angeles faces will be magnified by the wildfires that devastated Los Angeles County in January and destroyed at least 12,000 structures. Comparable disasters, such as the Maui wildfires in August 2023, led to an 87% increase in homelessness in the subsequent point-in-time count. The wildfires can create a number of pressures that contribute to rising homelessness: 1) More households that have lost their homes and in the immediate aftermath, seek the assistance of the homeless services system; 2) An influx of households seeking short-term accommodations in the rental market, placing downward pressure on an already-constrained housing market,[9] and 3) Pressure to utilize scarce public funds for homelessness to support higher-income households that have tragically lost their homes but may not otherwise face the risk of homelessness.

[9] Hennighausen, H, & James, A. (2024). "Catastrophic fires, human displacement, and real estate prices in California." *Journal of Housing Economics*, 66: December 2024.

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Measure A Goals and Recommended Targets

The table on the following page summarizes the metrics and targets developed by the subcommittees for each of the goals–this table is then followed by an additional table which outlines the proposed equity metrics that align with the Measure A goals.

It is important to note that at the LTRHA meeting in early March the membership voted to amend each goal statement to deepen the region's collective commitment to equity. To do this, the LTRHA recommends that each goal as stated include, "*with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities*". This proposal is outlined for each goal in the chart below.

Measure A Goal	2030 Metrics with Numerical Targets
Goal 1: Measure A text: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness ***Proposed Goal Statement Adjustment:*** *Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.*	• **Metric 1a.** **Decrease by 30%** the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030. • **Metric 1b.** **Increase by 80%** the number of people moving into permanent housing from unsheltered settings from a baseline of 5,937 in FY 23-24 to a target of 10,687 in 2030. • **Metric 1c.** **Increase by 32%** the rate of people moving into interim housing from unsheltered settings from a baseline of 34% in FY 23-24 to a target of 45% in 2030.
Goal 2: Measure A: Reduce the number of people with mental illness and/or substance use disorders who experience homelessness ***Proposed Goal Statement Adjustment:*** *Reduce the number of people with mental illness and/or substance use disorders who experience homelessness with a focus on addressing gender, ethnic and racial*	• **Metric 2a:** **Reduce by 15%** the number of people with SMI alone experiencing homelessness from a baseline of 14,056 in FY 23-24 to a target of 11,978 in 2030. • **Metric 2b:** **Reduce by 10%** the number of people with SUD alone experiencing homelessness from a baseline of 8,697 in FY 23-24 to a target of 7,827 in 2030.

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disproportionality, disparities and inequities.	• **Metric 2c: Reduce by 10%** the number of people with co-occurring SMI and SUD experiencing homelessness from a baseline of 20,446 in FY 23-24 to a target of 18,401 in 2030.
Goal 3: Measure A: Increase the number of people permanently leaving homelessness ***Proposed Goal Statement Adjustment:*** *Increase the number of people permanently leaving homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.*	• **Metric 3a: Increase by 57%** the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in FY 23-24 to a target of 30,000 in 2030. • **Metric 3b: Increase by 101%** the number of service participants who retain permanent housing, two years after they exit homelessness from a baseline of 10,501 in FY 23-24 to a target of 21,104 in 2030.
Goal 4: Measure A: Prevent people from falling into homelessness ***Proposed Goal Statement Adjustment:*** *Prevent people from falling into homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.*	• **Metric 4a:** Reduce the number of people who become newly-homeless by **20%** from a baseline of 63,202 in FY 23-24 to a target of 50,561 in 2030
Goal 5: Measure A: Increase the number of affordable housing units in Los Angeles County ***Proposed Goal Statement Adjustment:*** *Increase the number of affordable housing units in Los Angeles County with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.*	• **Metric 5a: Increase by 41%-53%** the current level of affordable housing production, from a baseline of 1,700 units in FY 23-24 to a target of 2,400-2,600 units in 2030. • **Metric 5b:** Increase by the current level of affordable housing units being preserved, to **a total of 420 at-risk units preserved annually.**

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The table below summarizes equity metrics for each of the goals and submetrics:

Measure A Goal and Subcommittee Metrics	Corresponding Equity Metrics
Goal 1: Measure A text: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness ***Proposed Goal Statement Adjustment:*** *Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.* • **Metric 1a.** **Decrease by 30%** the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030. • **Metric 1b.** **Increase by 80%** the number of people moving into permanent housing from unsheltered settings from a baseline of 5,937 in FY 23-24 to a target of 10,687 in 2030. • **Metric 1c.** **Increase by 32%** the rate of people moving into interim housing from unsheltered settings from a baseline of 34% in FY 23-24 to a target of 45% in 2030.	• **Equity Metric 1a.** Decrease the rate of growth of Latinx people experiencing unsheltered homelessness from a baseline of 30% by 10 percentage points to 20% in the service data (and reduce rate of growth in Latinx unsheltered point-in-time (32%) also by 10 percentage points). • **Equity Metric 1a.** Decrease unsheltered point-in-time by 10 percentage points for Black, Latinx, and AIAN people. • **Equity Metric 1b.** Reduce disparities in access to permanent housing for Black, Latinx, and AIAN people experiencing unsheltered homelessness by 10 percentage points from baselines 11% (Black), 8% (Latinx), 11% (AIAN). • **Equity Metric 1c.** Reduce disparities in access to interim housing for AIAN people from unsheltered settings by 10 percentage points from baseline of 42% to 52% and for Latinx people from baseline 34% to 44%.
Goal 2: Measure A: Reduce the number of people with mental illness and/or substance use disorders who experience homelessness ***Proposed Goal Statement Adjustment:*** *Reduce the number of people with mental illness and/or substance use disorders who experience homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.* • **Metric 2a:** **Reduce by 15%** the number of people with SMI alone experiencing homelessness from a baseline of 14,056 in FY	• **Equity Metric 2a:** To reduce disparities, decrease the rate of SMI or SUD (49%), SUD (8%), and co-occurring disorders (26%) by 20% for the American Indian/ Alaska Natives. • **Equity Metric 2b:** Reduce rate of growth of Latinx people with SUD or SMI (54%) by 10 percentage points, and percentage of Latinx people with co-occurring disorders (17%). • **Equity Metric 2c:** To reduce inequities, decrease the rate of co-occurring disorders by 5 percentage points from

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23-24 to a target of 11,978 in 2030. • **Metric 2b: Reduce by 10%** the number of people with SUD alone experiencing homelessness from a baseline of 8,697 in FY 23-24 to a target of 7,827 in 2030. • **Metric 2c: Reduce by 10%** the number of people with co-occurring SMI and SUD experiencing homelessness from a baseline of 20,446 in FY 23-24 to a target of 18,401 in 2030.	baseline of 18% to 13% for Black people. • **Equity Metric (applies across a, b, and c):** Reduce the share of people who experience homelessness and report having these conditions within the point in time demographic surveys for Black, Latinx and AIAN people.
Goal 3: Measure A: Increase the number of people permanently leaving homelessness ***Proposed Goal Statement Adjustment:*** *Increase the number of people permanently leaving homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.* • **Metric 3a: Increase by 57%** the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in FY 23-24 to a target of 30,000 in 2030. • **Metric 3b: Increase by 101%** the number of service participants who retain permanent housing, two years after they exit homelessness from a baseline of 10,501 in FY 23-24 to a target of 21,104 in 2030.	• **Equity Metric 3a:** Reduce rate of growth of Latinx people experiencing homelessness by increasing permanent housing exits by at least 57%. • **Equity Metric 3a:** Reduce disproportionality of Black and AIAN people experiencing homelessness by increasing permanent housing exits by 65% for each group. • **Equity Metric 3a:** Reduce disparities in outcomes by increasing the percentage of Black and AIAN people who are permanently housed and do not return to homelessness by 10 percentage points, from 73% for AIAN and 77% for Black or African American. • **Equity Metric 3b:** Reduce disparities in outcomes by increasing by 91% the number of service participants who retain permanent housing, 5- and 10- years after they exit homelessness for Black or African American, Hispanic or Latino, and American Indian Alaska Native by 2030.
Goal 4: Measure A: Prevent people from falling into homelessness ***Proposed Goal Statement Adjustment:*** *Prevent people from falling into homelessness*	• **Equity Metric 4a:** Decrease disproportionality of newly-homeless Black or African American individuals by 30% from a baseline of 35% by 2030. • **Equity Metric 4a:** Decrease the disparity in the rate of growth of newly homeless

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with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities. • **Metric 4a:** Reduce the number of people who become newly-homeless by **20%** from a baseline of 63,202 in FY 23-24 to a target of 50,561 in 2030	Black (9%)and Latinx (21%) people by 7 percentage points each. • **Equity Metric 4a:** Reduce the overall share of homelessness within in the point-in-time count by 20% for Black or African American, Hispanic or Latino, and American Indian Alaska Native by 2030.
Goal 5: Measure A: Increase the number of affordable housing units in Los Angeles County ***Proposed Goal Statement Adjustment:*** *Increase the number of affordable housing units in Los Angeles County with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.* • **Metric 5a: Increase by 41%-53%** the current level of affordable housing production, from a baseline of 1,700 units in FY 23-24 to a target of 2,400-2,600 units in 2030. • **Metric 5b:** Increase by the current level of affordable housing units being preserved, to **a total of 420 at-risk units preserved annually.**	• **Equity Strategies (see equity section for more information on why "strategies" are provided here:** • Increase outreach to people experiencing homelessness earning 30% or below the Area Median Income (AMI) and severely cost burdened renter households in LA County for affordable units. • Increase retention of Black people in Permanent Supportive Housing by targeting legacy permanent supportive buildings for preservation. • Reduce disparities in access to high opportunity neighborhoods and increasing investment into under-resourced communities through affordable housing development. • Increase enforcement of source of income protections to reduce discrimination in the housing market. • Increase Flexible Housing Subsidy Pool vouchers to increase access for undocumented and documented households. • Explore small area Fair Market Rate (FMR) to increase equity in voucher amounts. • Use master leasing strategy to reduce challenges for people with criminal background or poor credit.

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	• Conduct outreach to groups with the highest rates of homelessness to access vouchers. • Reduce disparities in homeownership by using vouchers for homeownership through the Housing Choice Voucher Program.

Goal 1: Increase the Number of People Moving from Encampments into Permanent Housing to Reduce Unsheltered Homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities

Metric Established by Subcommittee

As detailed in the October midpoint report, the subcommittee established the following metric:

- **Metric 1a.** Decrease by xx% the number of people experiencing unsheltered homelessness.
- **Metric 1b.** Increase by xx% the number of people moving into permanent housing from unsheltered settings.
- **Metric 1c.** Increase by xx% the rate of people moving into interim housing from unsheltered settings.

This metric is intended to be measured using a combination of point-in-time (PIT) count data, as well as administrative data from the Homeless Management Information System (HMIS), administered by the Los Angeles Homeless Services Authority (LAHSA), as well as the Comprehensive Health Accompaniment and Management Platform (CHAMP), administered by the Department of Health Services.

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Baseline Data

To develop goal numbers, the Data Subcommittee established three baseline numbers for this goal:

- Baseline 1a. Number of unsheltered people at a point-in-time, and count of service participants who experienced unsheltered homelessness during the 2023-2024 fiscal year: **52,365 people and 66,918 people, respectively**
- Baseline 1b. The number of unsheltered service participants who exited to permanent housing: **5,937 people**
- Baseline 1c. The number and rate of unsheltered service participants who accessed interim housing: **34% of participants**

Baseline 1a.

Count of Persons Who Experienced Unsheltered Homelessness During the 2023-2024 Fiscal Year

For baseline 1a., the Data Subcommittee established two separate numbers to measure unsheltered homelessness–one through the Point-in-Time (PIT) Count, which counted 52,365 people living unsheltered in Los Angeles County, according to the 2024 Greater Los Angeles Homelessness Count. This number is intended to serve as a baseline for measuring the visibility and presence of unsheltered homelessness at a single point in time. See figure 1 below[10] for PIT Count figures for unsheltered homelessness.

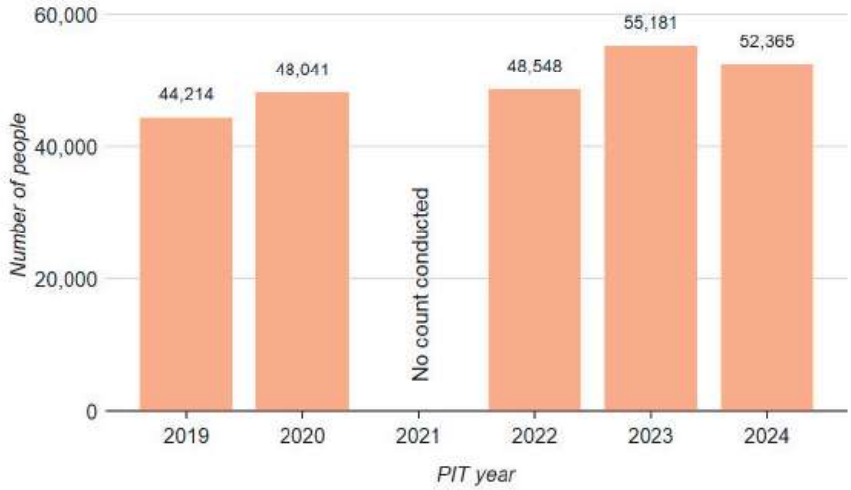


Figure 1. Number of Unsheltered People at a Point-in-Time
Data Sources: Los Angeles City and County, Glendale, Long Beach, and Pasadena CoCs Homeless Count

[10] Figures and charts for Goals 1-4 are drawn from the Data Subcommittee's January 24th report to the ECRHA. Figures and charts for Goal 5 are drawn from the USC Lusk Center for Real Estate's January 31st report to the LTRHA.

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The data subcommittee also established a separate figure of 66,918 service participants who experienced unsheltered homelessness over the course of FY 23-24. This number does not reflect a single point in time, but rather a dynamic population changing over the course of the year. See below for Figure 2, which shows this number over the last five years; the data subcommittee found this number rose by 5% on average year-over-year. This baseline is rooted in measuring the delivery of services to people experiencing homelessness and serves as a critical connection to Metrics 1b and 1c, which measure how effective Los Angeles' systems are at serving people who are experiencing unsheltered homelessness over the course of the year.

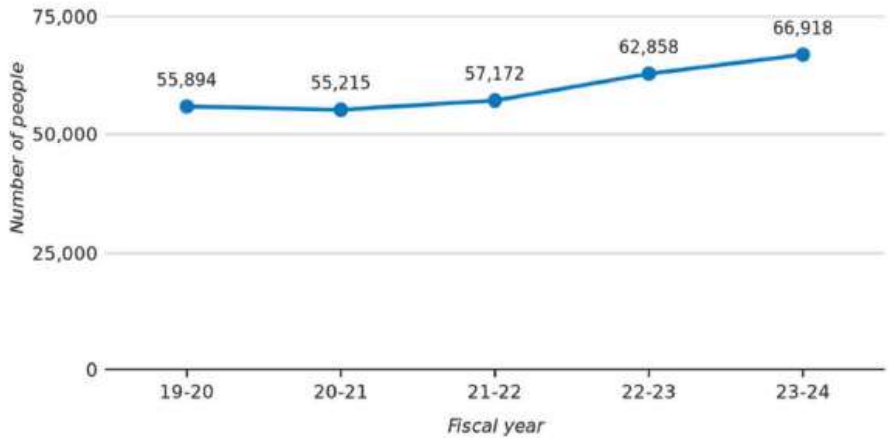


Figure 2. Service Participants Who Experienced Unsheltered Homelessness
Data Sources: 1) Los Angeles City and County CoC HMIS & 2) CHAMP

It is critical to note that the number of people experiencing unsheltered homelessness does not represent the entire population of people experiencing homelessness, as thousands more people continue to reside in interim settings. According to administrative data, approximately 112,026 people experiencing homelessness accessed services over the course of FY 23-24, including both sheltered and unsheltered people.

The number of 66,918 unsheltered people accessing services represented only about 60% of the total number of people experiencing homelessness accessing services over the course of the entire fiscal year. These numbers do not account for those that experience homelessness and do not access services or resolve their homelessness without accessing any services, meaning the true number of people who experienced homelessness for any period of time during FY 23-24 was in excess of 112,026 people.

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Baseline 1b.

The Number of Unsheltered Service Participants Who Exited to Permanent Housing

For Baseline 1b., the data subcommittee established that there were 5,937 service participants who were unsheltered that exited homelessness to permanent housing in FY 23-24. See Figure 3 below.

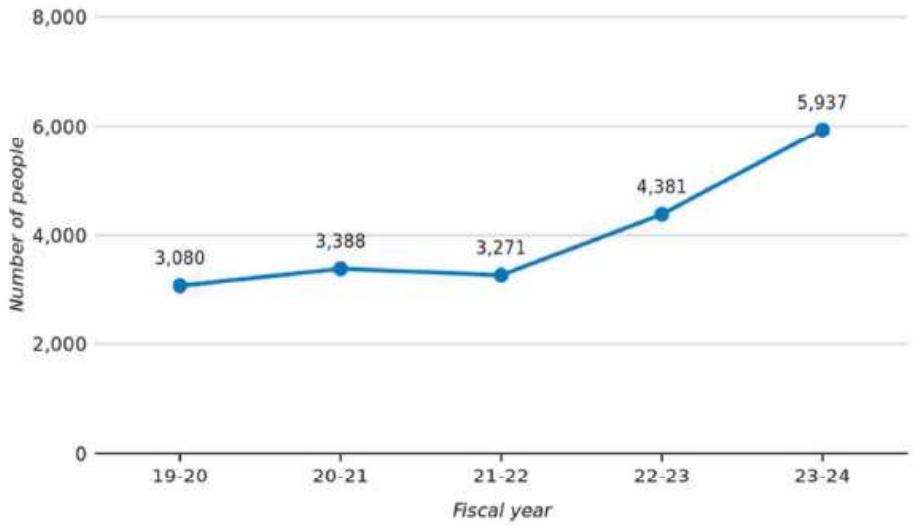


Figure 3. Unsheltered Service Participants Who Exited to Permanent Housing
Data Sources: 1) Los Angeles City and County CoC HMIS & 2) CHAMP

Baseline 1c.

The Number and Rate of Unsheltered Service Participants Who Accessed Interim Housing

For Baseline 1c., the data subcommittee established that 22,852 service participants who were unsheltered accessed interim housing in FY 23-24 (see Figure 4 on the following page). This represents 34% of all unsheltered service participants–this number has increased by 69% over the last five years, reflecting increased alignment and urgency to add new interim settings to address unsheltered homelessness:

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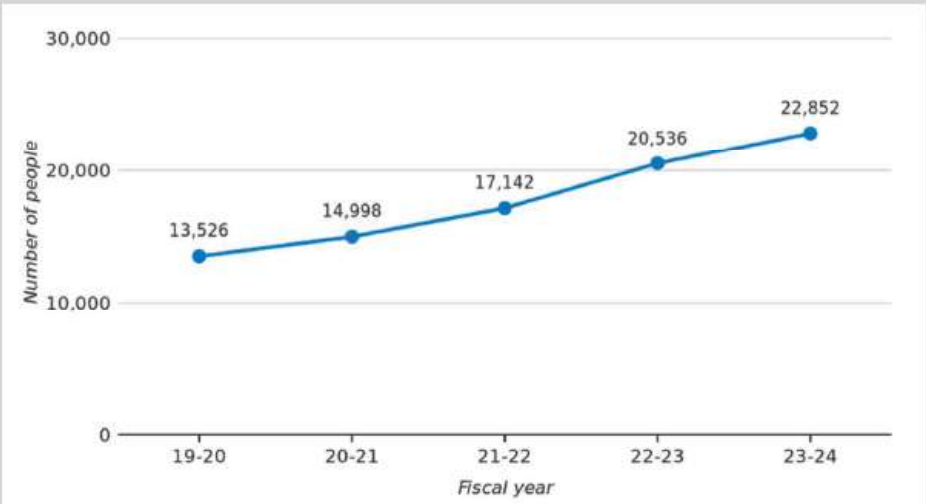


Figure 4. Unsheltered Service Participants Who Accessed Interim Housing
Data Sources: 1) Los Angeles City and County CoC HMIS & 2) CHAMP

Target Metrics and Milestones Summary

Goal 1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness

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End of 2030 Metrics

- **Metric 1a. Decrease by 30%** the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in FY 23-24.
- **Metric 1b. Increase by 80%** the number of people moving into permanent housing from unsheltered settings from a baseline of 5,937 in FY 23-24 to a target of 10,687 in 2030.
- **Metric 1c. Increase by 32%** the rate of people moving into interim housing from unsheltered settings from a baseline of 34% of unsheltered people in FY 23-24 to a target of 45% in 2030.

Annual Milestones

Metric 1a: Reduce the Number of Unsheltered People by 30%

Year	% Change from Baseline	Annual Unsheltered Number
Baseline	0%	52,365
July 1, 2025-June 30, 2026	-6%	49,609

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July 1, 2026-June 30, 2027	-11%	46,652
July 1, 2027-June 30, 2028	-16%	43,796
July 1, 2028-June 30, 2029	-22%	40,939
July 1, 2029-June 30, 2030	-27%	38,084
Full Year Ending December 31, 2030	**-30%**	**36,656**

Metric 1b: Increase the Number of Unsheltered People Placed in Permanent Housing by 80%

Year	% Change from Baseline	Annual Unsheltered People Placed in PH
Baseline	0%	5,937
July 1, 2025-June 30, 2026	+15%	6,801
July 1, 2026-June 30, 2027	+29%	7,664
July 1, 2027-June 30, 2028	+44%	8,528
July 1, 2028-June 30, 2029	+58%	9,391
July 1, 2029-June 30, 2030	+73%	10,255
Full Year Ending December 31, 2030	**+80%**	**10,687**

Metric 1c: Increase the Rate of Interim Housing Placements of Unsheltered People by 32%

Year	% Change from Baseline	Annual Rate of Unsheltered Placed in IH
Baseline	0%	34%
July 1, 2025-June 30, 2026	+6%	36%
July 1, 2026-June 30, 2027	+12%	38%
July 1, 2027-June 30, 2028	+17%	40%
July 1, 2028-June 30, 2029	+23%	42%
July 1, 2029-June 30, 2030	+29%	44%

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Full Year Ending December 31, 2030	**+32%**	**45%**

Rationale

The homeless response subcommittee developed the above target metrics with three primary factors driving their rationale. First, the subcommittee noted the region has seen unprecedented alignment across the homeless system and across regional partners around addressing unsheltered homelessness–should this alignment continue, it may contribute to continued rapid growth in the number of people moving out of unsheltered homelessness and into both interim and permanent housing. The second major factor informing their rationale is that, because this alignment around unsheltered homelessness is a recent phenomena, the number of people moving from unsheltered homelessness into housing is relatively low, with only 9% of unsheltered service participants moving into permanent housing–this leaves considerable room for growth as system alignment efforts continue.

Finally, these goals were also informed by Goals 2, 3, 4, and 5, all of which lend component parts to an overall reduction in unsheltered homelessness. With Goal 2 reflecting a proposed 57% increase in housing placements (informed by the housing production goals in Goal 5) and Goal 4 reflecting a 20% decrease in inflow, the homeless response subcommittee believes a 30% reduction in unsheltered homelessness is attainable.

Conditions and Assumptions for Success

For the targets in Goal 1 to be reached, the subcommittee identified four conditions that are vital components of success for this particular goal, although they noted the conditions across Goals 1, 2, and 3 are all interrelated to each of the goals. These conditions are:

- **Significant Progress Must Be Made on Other Goals:** Unlike other goals, an overall reduction in unsheltered homelessness represents a cumulative goal that would reflect progress in other goals that make up component parts of understanding overall homeless numbers, namely, inflow into homelessness and outflow into permanent housing. To reach goals on reducing unsheltered homelessness, the region must increase permanent housing placements *as well as* significantly curtail inflow into homelessness. In recent years, while permanent housing placements have scaled up significantly, inflow has also accelerated, meaning these gains have not resulted in reductions in overall unsheltered homelessness.
- **Reconfiguration of Pathways into Permanent Housing:** In examining goals 1, 2, and 3 working in concert with each other, Los Angeles will need to significantly reconfigure

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current pathways into permanent housing to achieve these goals. Two potential pathways into permanent housing must increase significantly, with far greater movement needed from interim housing into permanent housing, or far greater movement from unsheltered settings into permanent housing than is currently the case in the region. Significant system realignments may be needed to realize these changing pathways into permanent housing.

- **The Region Must Produce More Housing, and it Must Be Accessible to Unsheltered People:** The Los Angeles region must continue to increase the production of affordable housing, in alignment with the targets laid out in Goal 5. In addition, a significant portion of these affordable units must be available to people experiencing unsheltered homelessness. In general, people experiencing homelessness have incomes below 30% of Area Median Income (AMI). Alignment between the Los Angeles County Affordable Housing Solutions Agency (LACAHSA) will be critical, therefore, to reach goals around moving more individuals out of unsheltered homelessness and into permanent housing,

- **Increasing Interim Housing Must Continue Beyond Emergencies:** In order to continue making progress moving people from unsheltered homelessness into interim housing, the region must continue to secure additional resources to fund further expansion of interim housing. This is all the more critical given the possibility of increasing bed rates paid to service providers to match the true cost of providing services. Without additional funding for interim housing, rising bed rates will reduce the overall number of beds.

- **Advocacy to Maintain Federal Funding Must Continue:** As demonstrated by a temporary freeze in federal funding resulting from the White House Office of Management and Budget's (OMB) Memo M-25-13 in late January, federal funding for homelessness and housing programs is far from assured. The Los Angeles region must advocate to federal partners both to continue funding for key programs, as well as forestall federal policy changes that would effectively function as cuts for communities like Los Angeles.

- **New Data Tools Should Be Used to Track Outcomes**: New data tools, such as the Encampment Module available through HMIS, will allow new insight into unsheltered homelessness. These insights must be applied to more effectively move people out of unsheltered homelessness.

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Goal 2: Reduce the number of people with mental illness and/or substance use disorders who experience homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities

Metric Established by Subcommittee

The subcommittee spent significant time defining the data sources and definitions of serious mental illness and substance use disorder[11] during phase 1. Moreover, the subcommittee agreed to split goal 2 into separate metrics for serious mental illness (SMI) and long-term substance use disorder (SUD), in recognition that while a significant portion of the population may experience both of these conditions, many experience only one, and these conditions necessitate different interventions and services. As such, the subcommittee proposed the following metrics:

- **Metric 2a:** Reduce by xx% the number of people with SMI alone experiencing homelessness.
- **Metric 2b:** Reduce by xx% the number of people with SUD alone experiencing homelessness.
- **Metric 2c:** Reduce by xx% the number of people with co-occurring SMI and SUD experiencing homelessness.

Baseline Data

The data subcommittee established the following baselines:

- **Baseline 2a:** Number of people experiencing homelessness with SMI only in FY 23-24: **14,056 people**

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[11] The following definitions were agreed upon by the subcommittee:

- Substance use disorder (SUD): Mental and behavioral disorders due to psychoactive substance use (excluding nicotine dependence).
- Serious mental illness (SMI): A person with bipolar disorder, episodic mood disorder, major depressive disorder, manic episode, other psychotic or delusional, schizophrenic disorder. Note that PTSD is not included in the SMI metric, but is reported separately.

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- **Baseline 2b:** Number of people experiencing homelessness with SUD only in FY 23-24: **8,697 people**
- **Baseline 2c:** Number of people experiencing homelessness with both SMI and SUD in FY 23-24: **20,446 people**
- **Baseline 2d:** Number of people experiencing homelessness with SMI or SUD in FY 23-24: **43,199 people**

Figure 5 below displays the number of people with either SMI or SUD (the most inclusive measure) from FY 19-20 to FY 23-24, which reached a total of 43,199 individuals in FY 23-24. This number increased annually by 9% on average over the five-year period, closely mirroring the overall increases in the homeless population.

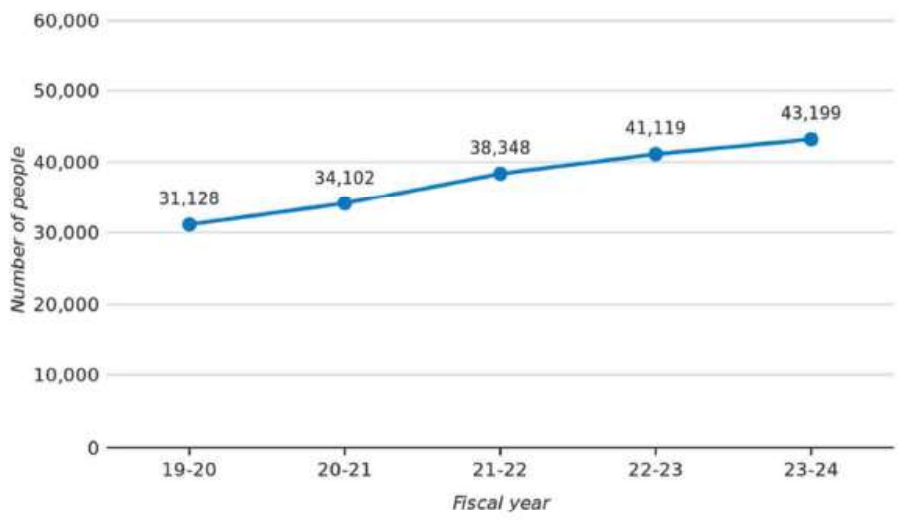


Figure 5. Number of Service Participants Experiencing Homelessness with SMI or SUD
Data Sources: 1) LA City and County CoC HMIS, 2) CHAMP, 3) Department of Mental Health (DMH) Data, 4) Other Department of Health Services Data, 5) LA County Department of Public Health Substance Abuse Prevention and Control (SAPC) Data

The figure below disaggregates this data by individuals in service data with only one of the conditions, as well as those reporting both conditions:

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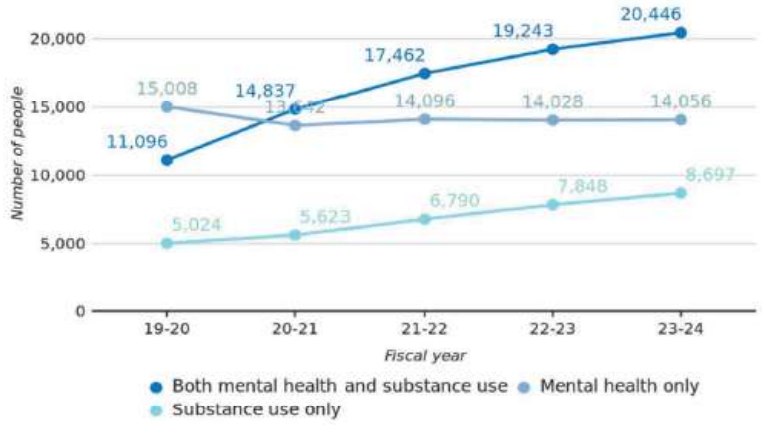


Figure 6. Service Participants with SMI and SUD, SMI Only, and SUD Only

Data Sources: 1) LA City and County CoC HMIS, 2) CHAMP, 3)DMH Data, 4) Other DHS Data, 5) SAPC Data

Figure 6 above also demonstrates that increases in SUD reporting are generating the rise in the overall population reporting one or both conditions. While this could be a result of increasing prevalence of substance use disorders, it requires further investigation; this may be a result of a number of other factors, including changes in reporting related to Medicaid billing, better survey instruments and increasing data quality, and other factors.

Target Metrics and Milestones Summary

Goal 2: Reduce the number of people with mental illness and/or substance use disorders who experience homelessness

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End of 2030 Metrics

- **Metric 2a. Reduce by 15%** the number of people with SMI only experiencing homelessness, from a baseline of 14,056 in FY 23-24 to a target of 11,978 people in 2030.
- **Metric 2b. Reduce by 10%** the number of people with SUD only experiencing homelessness, from a baseline of 8,697 in FY 23-24 to a target of 7,827 people in 2030.
- **Metric 2c. Reduce by 10%** the number of people with co-occurring SMI and SUD experiencing homelessness, from a baseline of 20,446 in FY 23-24 to a target of 18,401 people in 2030.

Annual Milestones

Metric 2a: Reduce the Number of People with SMI Only by 15%

Year	% Change from Baseline	Annual Number of People with

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		SMI Only
Baseline	0%	14,056
July 1, 2025-June 30, 2026	-3%	13,673
July 1, 2026-June 30, 2027	-5%	13,289
July 1, 2027-June 30, 2028	-8%	12,906
July 1, 2028-June 30, 2029	-11%	12,523
July 1, 2029-June 30, 2030	-14%	12,139
Full Year Ending December 31, 2030	**-15%**	**11,948**

Metric 2b: Reduce the Number of People with SUD Only by 10%

Year	% Change from Baseline	Annual Number of People with SUD Only
Baseline	0%	8,697
July 1, 2025-June 30, 2026	-2%	8,539
July 1, 2026-June 30, 2027	-4%	8,381
July 1, 2027-June 30, 2028	-5%	8,223
July 1, 2028-June 30, 2029	-7%	8,064
July 1, 2029-June 30, 2030	-9%	7,906
Full Year Ending December 31, 2030	-10%	7,827

Metric 2c: Reduce the Number of People with Co-Occurring SMI and SUD by 10%

Year	% Change from Baseline	Annual Number of People with Co-Occurring SMI/SUD
Baseline	0%	20,446
July 1, 2025-June 30, 2026	-2%	20,074
July 1, 2026-June 30, 2027	-4%	19,703
July 1, 2027-June 30, 2028	-5%	19,331
July 1, 2028-June 30, 2029	-7%	18,959
July 1, 2029-June 30, 2030	-9%	18,587
Full Year Ending December 31, 2030	**-10%**	**18,401**

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Conditions and Assumptions for Success

- **Effective and Robust Services Must Be Available:** As more efforts are made to move unsheltered and sheltered people with SMI and/or SUD into both permanent and interim housing, these sites will be hosting a highly-vulnerable population with complex service needs, including the whole range of behavioral health services. The availability of robust services will be essential both to moving this population into housing and keeping them housed.

- **The Region Must Maximize Leveraging MediCal:** The Los Angeles region's homeless system has increasingly tapped into MediCal to fund key services for people experiencing homelessness including people with behavioral health needs. This funding stream is available through the state's California Advancing and Innovating MediCal (CalAIM) waiver with the federal government. While CalAIM has provided new resources, it is insufficiently accessible to many service providers and the people they serve. The Los Angeles region must lower remaining barriers to accessing CalAIM, and must advocate to the state for changes to reduce administrative complexity for service providers so as to ensure the region is leveraging more MediCal funds.

- **Maximize Utilization of Existing Housing and Shelter:** To reach this goal, the system must continue to make progress on swiftly accessing units at existing PSH and other sites that house and shelter people experiencing homelessness with SMI and SUD, including board and care homes. The system must ensure units and beds in these sites do not remain vacant for long periods of time. While adding new PSH units is critical, Los Angeles must keep a focus on maximizing the utilization of units, along with leveraging board and care facilities, skilled nursing facilities, and other sites.

- **Advocacy to Maintain Federal Funding, Including MediCal Waiver, Must Continue:** As noted in the conditions and assumptions for all goals, federal funding for mental health and substance use disorder treatment services is at risk. The Los Angeles region must advocate to federal partners to continue funding for programs that serve people with SMI and/or SUD, as well as push back on potential federal policy changes that would disincentivize providing these services in an evidence-based manner. Moreover, the region must advocate for the renewal of California's aforementioned Medicaid waiver, which is set to expire at the conclusion of 2026.

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Goal 3: Increase the number of people permanently leaving homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities

Metric Established by Subcommittee

The subcommittee spent time deliberating how to both capture exits to permanent housing, but also how to capture housing retention, reflecting the importance of ensuring people experiencing homelessness stay housed after exiting homelessness. This is especially critical from an equity perspective, given prior findings that Black people experiencing homelessness fall back into homelessness at disproportionate rates, including from permanent supportive housing.[12, 13] Given these dynamics, the subcommittee established the following metrics:

- **Metric 3a:** Increase by xx% the number of service participants who exited homelessness to permanent housing during FY 23-24.
- **Metric 3b:** Increase by xx% the number of service participants who retain permanent housing, two years after they exit homelessness.

Baseline Data

The Ad Hoc Committee on data established two baseline measures:

- **Baseline 3a**: Number of service participants who exited homelessness to permanent housing in FY 23-24: **19,127 people**
- **Baseline 3b**: Number of service participants who exited homelessness in FY 21-22 to permanent housing and did not return to homelessness over subsequent 24 months: **10,501 people retained housing (from 13,379 placements in FY 21-22, a 78% retention rate).**

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[12] Los Angeles Homeless Services Authority. (2018). "Report and Recommendations of the Ad Hoc Committee on Black People Experiencing Homelessness." Report found at https://www.lahsa.org/documents?id=2823-report-and-recommendations-of-the-ad-hoc-committee-on-black-people-experiencing-homelessness.pdf

[13] Milburn, N., Edwards, E., Obermark, D., & Rountree, J. California Policy Lab. (2021). "Inequity in the Permanent Supportive Housing System in Los Angeles: Scale, Scope and Reasons for Black Residents' Returns to Homelessness. Report found at https://capolicylab.org/inequity-in-the-psh-system-in-los-angeles/

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The first baseline number is 19,127 permanent housing placements in FY 23-24. This reflects a variety of housing placements, including placements into supportive housing, placements into market rate housing supported by rental subsidies, reconnection with family and friends, and a range of other interventions. See Figure 7 below, which reflects the FY 23-24 permanent housing placements, along with a five-year trend reflecting a 9% annual average increase in housing placements including a 26% jump from FY 22-23 to FY 23-24.

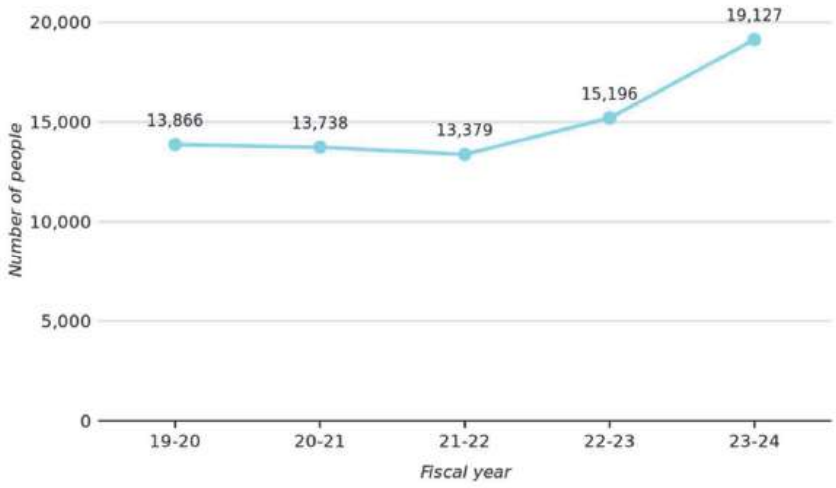


Figure 7. Service Participants Exiting Homelessness to Permanent Housing
Data Sources: 1) LA City and County CoC HMIS, 2) CHAMP

Why is this number different from what I'm used to seeing?

This number differs from the oft-cited figures of over 20,000 annual permanent housing placements that accompany annual homeless count data releases. Those numbers that exceed 20,000 housing placements include other data sources that were not accessed for the purposes of this baseline, such as data reflecting housing placements from the U.S. Department of Veterans Affairs (VA). Additionally, that larger number includes some types of housing placements that are not included here, such as transfers between different types of housing programs.

The next baseline number captures housing placements and how many have been retained one and two years after the initial placement. For example, for FY 21-22, the figure measures how many placements were made in that year (the top line), how many FY 21-22 placements were still in housing in FY 22-23 (the middle line), and how many FY 21-22 placements retained housing two years later, into FY 23-24 (the bottom line). FY 21-22 is the most recent year for which all three figures are available. Figure 8 on the following page charts that while there were 13,379 permanent housing exits in FY 21-22, a total of 10,501 of those people retained permanent housing 24 months later (78%).

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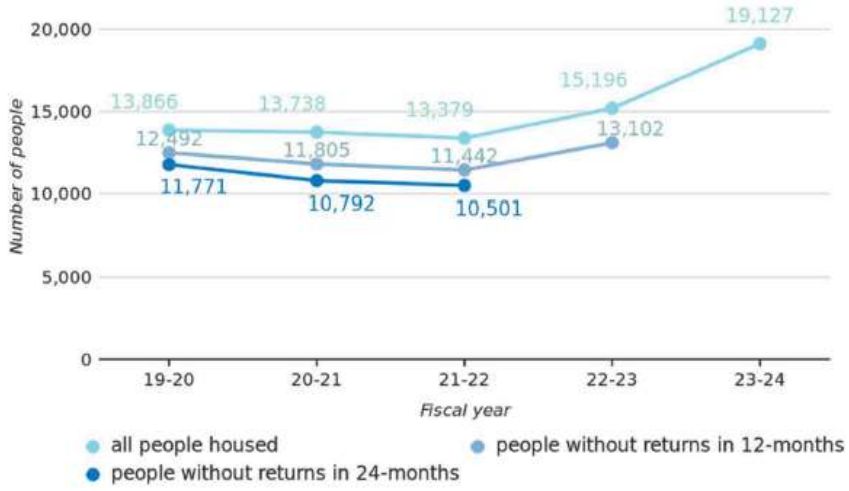


Figure 8. Number of Service Participants Who Exited Permanent Housing and Retained it After 24 Months
Data Sources: 1) LA County and City CoC HMIS, 2) CHAMP

Target Metrics and Milestones Summary

Goal 3: Increase the number of people permanently leaving homelessness

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End of 2030 Metrics

- **Metric 3a. Increase by 57%** the number of people exiting homelessness to permanent housing, from a baseline of 19,127 in FY 23-24 to a target of 30,000 people in 2030.
- **Metric 3b. Increase by 101%** the number of people retaining permanent housing after 24 months, from a baseline of 10,501 and 78% retention in FY 23-24 to a target of 21,104 people and a 78% retention rate in 2030.

Annual Milestones

Metric 3a: Increase the Number of Permanent Housing Placements by 57%

Year	% Change from Baseline	Annual Permanent Housing Placements
Baseline	0%	19,127
July 1, 2025-June 30, 2026	+10%	21,109
July 1, 2026-June 30, 2027	+21%	23,092

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July 1, 2027-June 30, 2028	+31%	25,074
July 1, 2028-June 30, 2029	+41%	27,056
July 1, 2029-June 30, 2030	+52%	29,038
Full Year Ending December 31, 2030	**+57%**	**30,000**

Metric 3b: Increase the Number of People Who Retain Housing Two Years After Placement by 101%

Year	% Change from Baseline	Number Retaining Housing from Two Years Prior
Baseline	0%	10,501
July 1, 2025-June 30, 2026	+42%	14,919
July 1, 2026-June 30, 2027	+42%	14,919
July 1, 2027-June 30, 2028	+57%	16,465
July 1, 2028-June 30, 2029	+72%	18,011
July 1, 2029-June 30, 2030	+86%	19,558
Full Year Ending December 31, 2030	**+101%**	**21,104**

Rationale

While a 57% increase in housing placements over the evaluation represents an extremely ambitious goal, the subcommittee noted that recent years have seen increases in housing placements as high as 26% between FY 22-23 and FY 23-24. This has coincided with the availability of housing resources, including new HHH buildings opening their doors, greater availability of time-limited subsidies, and other resources. As these resources continue and more housing comes through the pipeline as a result of new funding sources such as the City of Los Angeles' Measure ULA, Measure A's affordable housing funding administered by LACAHSA, and other regional sources such as the San Gabriel Valley Regional Housing Trust fund, more affordable units will be available to leverage.

While these resources must be aligned and in coordination with the goals of the regional homeless response to continue the sharp upward trajectory of housing placements, they gave the subcommittee cause for optimism even as uncertainty remains.

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In addition, for housing retention, the committee sought to maintain the two-year retention rate for the last year for which data is available, FY 21-22. Increases in housing retention are assuming the homeless system continues to make the investments needed to maintain a 78% retention rate even as housing placements increase.

Overall, reaching these goals would represent a major shift from the functioning of the existing homeless services system. At present, housing placements are equal to approximately 40% of the unsheltered point-in-time count numbers, which, when taken into account with inflow continuing to exceed housing placements, accounts for the lack of major reductions in homelessness. Under goal 3's targets in concert with goal 4, housing placements would be approximately equivalent to the inflow into homelessness, and would exceed the overall unsheltered point-in-time count. This increase in rehousing capacity, coupled with lower inflow, would represent a major seachange for the Los Angeles system. How to achieve that seachange is articulated below.

Conditions and Assumptions for Success

- **The Region Must Produce More Housing, and it Must Be Accessible to Unsheltered People:** As noted in Goal 1, a significant portion of new affordable units must be available to people experiencing homelessness with the lowest incomes. Continuing work to align LACAHSA and ECRHA is essential to reaching goals on placements into permanent housing.
- **Maximize Occupancy in PSH Sites:** As noted in goal 2, to reach this goal, the system must continue to make progress on ensuring units at PSH sites do not remain vacant for long periods of time. While adding new PSH units is critical, Los Angeles must keep a focus on maximizing the utilization of these units.
- **State Funding Must Continue:** State funding serves as a significant buttress to the Los Angeles region's response. Approximately $380 million was allocated to seven grantees through the most recent round of the Homeless Housing, Assistance and Prevention (HHAP) program administered by the Department of Housing and Community Development (HCD); other allocations from programs such as Homekey, Encampment Resolution Funds (ERF), and a number of population-specific programs administered by the California Department of Social Services (CDSS) make up a significant portion of the region's homelessness budget. However, nearly all of these programs are one-time allocations of funding. The Los Angeles region must advocate forcefully to California policymakers for these investments to continue in future years, and ideally seek to convert programs like HHAP into stable, ongoing investments.
- **Advocacy to Maintain Federal Funding Must Continue:** As with goals 1, 2, 4, and 5, significant federal funding cuts have the potential to curtail both efforts to increase placements into permanent housing by removing sources of funding for that housing.

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Federal cuts also have the potential to disrupt efforts to increase retention, as key supportive services are funded through federal Medicaid funds, Continuum of Care (CoC) program funds, and other federal sources. The Los Angeles region must advocate to federal partners both to continue funding for key programs, as well as forestall federal policy changes that would effectively function as cuts for communities like Los Angeles.

- **Alignment with Prevention:** Los Angeles must align its homeless prevention strategies with efforts to increase housing placements. This includes ensuring services are available for older adults who move from unsheltered homelessness back into housing, but may be at risk of returning to homelessness if adequate housing retention and prevention services are not available.

Goal 4: Prevent People from Falling into Homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities

Metric Established by Subcommittee

The prevention subcommittee formalized the following metric for goal 4:

- **Metric 4a:** Reduce the number of people who become newly-homeless by xx%.

This metric intends to use administrative data from HMIS and CHAMP to measure the number of service participants who are "newly" accessing services, with evidence that this is the first time they have been homeless in 24 months or more.

Baseline Data

The subcommittee established one baseline measure, using the above definition:

- **Baseline 4a:** Number of service participants newly-accessing services in FY 23-24 with evidence that this first time homeless in 24 months or more: **63,202 people**

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See Figure 9 below for the five-year trend of this data, which shows a modest 3% year-over-year average increase over the last five years.

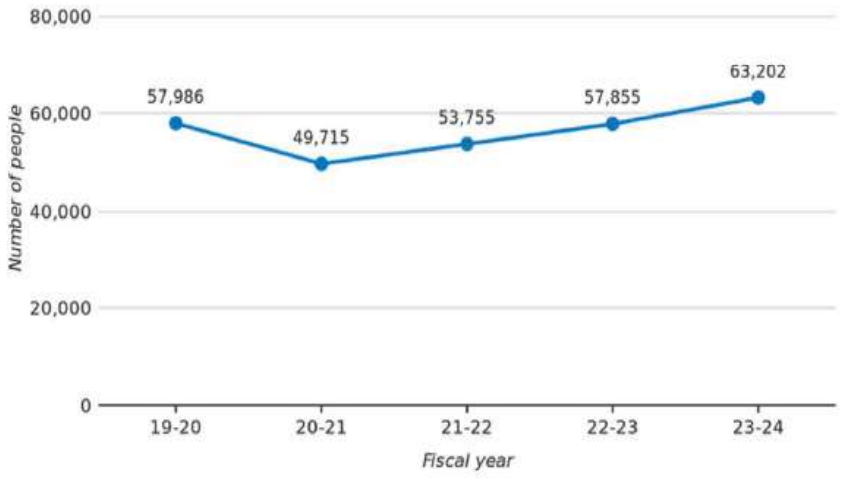


Figure 9. Service Participants Newly Accessing Homeless Services
Data Sources: 1) Los Angeles City and County CoC HMIS & 2) CHAMP

For this baseline figure, it is worth noting that over half of all service participants in HMIS and CHAMP are considered "newly homeless," suggesting a staggering level of inflow to the homeless services system. Moreover, should the trend of a 3% average increase in new enrollees continue year-over-year, the number of new enrollees in five years would be 73,300.

Metrics and Milestones Summary

Goal 4: Prevent People from Falling into Homelessness

End of 2030 Metrics

- **Metric 4a:** **Decrease by 20%** by the end of 2030 the Number of Service Participants Who Become Newly Homeless (as measured in administrative data), from a Baseline of 63,202 in FY 23-24 to a target of 50,561 people in 2030.
    - The system's efforts to achieve this goal must be guided by the overarching equity principle to reduce the disproportionate number of Black and American Indian Alaska Native and the increasing number of Latino/x people experiencing homelessness. Effective prevention that reduces inflow into homelessness services is a key strategy to counteract the systemic and structural injustices that drive people into homelessness and disparately affect people in these groups. By reducing inflow by 20%, we also aim to actively promote equitable

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access to prevention programs and to reduce the number of Black, American Indian Alaska Native and Latino/x people who fall into homelessness.

Annual Milestones

Metric 4a: Decrease by 20% by the end of 2030 the Number of Service Participants Who Become Newly Homeless (as measured in administrative data), from a Baseline of 63,202 in FY 23-24

Year	% Change from Baseline	Annual Inflow Number
Baseline	+0%	63,202
July 1, 2025-June 30, 2026	+5%	66,302
July 1, 2026-June 30, 2027	+2%	64,466
July 1, 2027-June 30, 2028	-11%	56,313
July 1, 2028-June 30, 2029	-15%	54,038
July 1, 2029-June 30, 2030	-18%	51,712
Full Year Ending December 31, 2030	**-20%**	**50,561**

Rationale

The subcommittee had a number of considerations that informed the target of a 20% reduction in newly homeless enrollees over the evaluation period, from a baseline of 63,202 to 50,561. One of these is recognition that a 20% reduction is an even more ambitious goal when considering the upward trajectory of these numbers. Were the current trajectory to continue on a track of 3% annual growth, the number of newly-homeless enrollees would reach 73,300 in five years; the target of 50,561 represents a 31% reduction from this number.

Conditions and Assumptions for Success

The subcommittee established a number of conditions and assumptions that must hold in order for the target in goal 4 to be met. The top tier conditions and assumptions were identified as:

- **Prevention Funding and Programs Must Be Targeted and Cater to Those at Greatest Risk, Or They Will Not Reduce Inflow:** A number of assessments of

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homeless prevention programs have found that targeting using key risk factors to identify those most likely to fall into homelessness has demonstrable impacts on inflow.[14] Otherwise, funding goes predominantly to households that, though vulnerable, may not have fallen into homelessness without the prevention assistance provided. Evidence-based eligibility criteria include households at 50% Area Median Income (AMI) or below, with one or more additional risk factors (such as a prior history of homelessness, recent discharge from an institution, veteran status, older age, personal trauma, or other factors). If funding is not targeted in this way, or if eligibility criteria limits access to one particular vulnerable group (such as transition-aged youth or older adults, who together make up 12% of people experiencing homeless in Los Angeles) and not the broader at-risk population, homeless prevention dollars are unlikely to reduce inflow into homelessness, as they will not be serving people that would have otherwise become homeless.

Moreover, traditional prevention programs that serve broader swaths of the population often focus on eviction prevention services and rental assistance for leaseholders. A narrow focus only on services for leaseholders, however, leaves out the bulk of people who fall into homelessness; new statewide findings show that only a third of people entering homelessness came from a leaseholding situation, with the majority of people entering homelessness either coming from an informal living arrangement or an institution.[15] Services such as flexible financial assistance that can assist leaseholders and non-leaseholders alike should complement eviction prevention, tenant education, rental assistance, and other services.

As new programs and policies are considered or existing policies are evaluated, people with lived experience of homelessness must be included and centered in program and policy design for homeless prevention efforts to be successful.

- **Prevention Funding Must Align with Equity Goals:** To ensure that prevention programs are reaching those who most need them, these programs must advance and align with shared equity goals, including setting a target for reducing the overrepresentation of groups disproportionately needing homelessness services. This must include active monitoring of who does and does not have access to prevention programs and whether programs remain effective and accessible for the most marginalized groups. This may also include ensuring that prevention funding is accessible to those who are most disproportionately represented among the population experiencing homelessness, such as adults between the ages of 25 to 64, who make up nearly 80% of the population experiencing homelessness in Los Angeles.

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[14] Till von Wachter et al., "Evaluation of LA County Prevention Targeting Tool" (California Policy Lab, 2021).

[15] Benioff Homelessness and Housing Initiative, 2023. California Statewide Study of People Experiencing Homelessness.

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- **The Region Needs A Prevention System with an Appointed Executive Manager:** Currently, the Los Angeles region deploys a range of prevention strategies across departments and jurisdictions which do not work in concert with each other. The region must appoint an executive level policy leader or manager to align the region's systems and investments to centralize a "homeless prevention system" across Los Angeles County. This manager would provide operating standards and best practices to ensure consistency, quality, accessibility, and equity across the region.

Six additional conditions and assumptions for success were identified. These include:

- **Eligibility for homelessness service workers:** Many frontline workers and case managers in our homelessness services system are themselves at risk of homelessness. Yet they are often unable to access prevention programs at their employer due to public contract terms that do not allow employees to access funds for clients. System administrators should ensure that employees of service providers who meet the eligibility criteria can access prevention resources from other sources. This will help support a vulnerable population, help retain workers, and strengthen our capacity to provide the high-quality services required for all Measure A goals. Ultimately, the system should address the pay structure for homeless services workers such that compensation reflects liveable wage standards for Los Angeles.
- **Augment Funding:** The 20% inflow reduction goal is dependent both on better alignment of existing resources from cities, the county, state, and federal sources, but also on new resources for targeted homeless prevention. New inflow into the system exceeds available funding to the system, and additional advocacy is needed to obtain the funding needed to scale up prevention resources to meet growing demand.
- **Data:** All Measure A-funded prevention programs must enter program data into HMIS, which is an essential component of knowing whether prevention service participants eventually become homeless in the future. This, in turn, is a prerequisite to effective program evaluation and assessment of whether prevention programs are reaching the right target population.
- **Accessibility:** Prevention programs must be easy to access and visible to the public, in addition to person-centered. Nearly two-thirds of people that were newly-homeless had not sought assistance from public agencies or providers,[16] relying instead on friends and family, highlighting the need for interventions to be highly visible to people who are at risk.
- **Evaluation:** The region must continue to evaluate the impact of prevention programs. The lessons from program evaluation must be applied to scale what works to use prevention dollars as effectively as possible.

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[16] Ibid.

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- **Service History:** For prevention to be effective and reach its goals, more data should be marshalled to better understand the service history of those who are newly-enrolling in homeless services. This should include a better understanding of other history such as history of incarceration, contact with the child welfare system, and other risk factors.

Goal 5: Increase the number of affordable housing units in Los Angeles County with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities

Metric Established by Subcommittee

The subcommittee working on this goal established two metrics, each relating to a key component of making housing affordable for people at the lowest incomes. The subcommittee established metrics for production of affordable housing units and preservation of affordable housing. The metrics established are:

- **Metric 5a**: Increase by xx% the production of affordable housing.
- **Metric 5b**: Increase by xx% the preservation of affordable housing units.

Baseline Data

In order to develop goals for affordable housing, the subcommittee worked with the USC Lusk Center for Real Estate to develop estimates of the need for affordable housing in Los Angeles County, along with estimates of the baseline of affordable housing production and access across Los Angeles County.

For the purposes of developing a measure of Los Angeles County's need for affordable housing, the subcommittee developed a measure based on the shortage of housing that is affordable[17] for low-, very-low, extremely-low, and people experiencing homelessness. Taken together, these groups collectively have a shortage of 375,622 units. See table 1 below for this data disaggregated by income levels.

While the overall shortage number continues to be staggering at 375,622, it is worth considering that this topline number may still underemphasize the severity of shortage for

[17] For the purposes of this exercise, the subcommittee defined affordability as meaning a household would pay 30% of their income or less, which aligns with criteria from U.S. Department of Housing and Urban Development (HUD).

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those households at 50% AMI and below, for which there is a 578,775 unit shortage. While there is a surplus of units for low-income households at 50-80% AMI, these units are not available or affordable to households that are homeless, extremely low-, or very low-income.

Table 1. Available and Affordable Housing Unit Shortage by Income Levels in Los Angeles County, 2023
Data Source: 2018-2023 American Communities Survey Five-Year Estimates

Household Type	Number of Households	Number of Available and Affordable Units	Shortage/Surplus
Homeless Households	68,297	0	-68,297
Extremely Low Income (0-30% AMI)	499,688	112,219	-387,469
Very Low Income (30-50% AMI)	301,432	178,423	-123,009
Low Income (50-80% AMI)	400,571	603,723	+203,152
Total	**1,269,988**	**894,365**	-375,622

Using this data to measure the overall picture of housing affordability in Los Angeles, USC Lusk also provided baseline data on the production of affordable housing across Los Angeles County:

- **Baseline 5a**: Average number of affordable housing units produced annually across Los Angeles County from FY 19-20 to FY 23-24: **1,700 affordable housing units.**

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Table 2 below details the number of affordable units produced[18] each of the last five years Countywide.

Table 2. Number of Affordable Housing Units Completed in Los Angeles County, 2019-2023
Data Source: California Department of Housing and Community Development Annual Progress Reports

	2019	2020	2021	2022	2023
ELI/VLI (0-50% AMI)	346	137	659	669	1,653
LI (50-80% AMI)	275	470	938	660	3,583
Total Units, 80% AMI and Below	**621**	**607**	**1,597**	**1,329**	**5,236**

- Baseline 5b: Number of units that are at risk and in need of preservation assistance: **9,126 affordable units**

In order to determine the number of affordable housing units that are at highest risk of being lost, either due to expiring affordability covenants or due other financial, operational, or physical risks to the units, the subcommittee looked at the universe of affordable units greater than 10 years old.

The subcommittee used data from the City of Los Angeles Housing Department (LAHD) and the Los Angeles County Development Authority (LACDA) to determine that there are over 38,000 affordable units, 25% of which are Permanent Supportive Housing, which are over 10 years old. The subcommittee assumed that 50% of this older PSH (4,803 units) and 15% of the affordable housing units that are not PSH (4,323 units) will need some form of preservation assistance over the next decade, for a total of 9,126 units in need of assistance. The subcommittee estimated that the cost of preservation is an average of $125,000 per unit.

- Baseline 5c: Number of units that are currently affordable as a result of "access" strategies such as rental assistance: **86,376 leased housing choice vouchers.**

As a baseline for access, the subcommittee established that there 86,376 leased housing choice vouchers across a range of public housing authorities (PHAs) throughout the region. It is worth noting that the region's PHAs have over 101,151 units *allocated* through the federal voucher program. However, because PHAs in Los Angeles often must pay above fair-market rent (FMR) to secure landlords to lease units to their tenants in a very competitive housing

[18] Production of a housing unit is counted based on the issuance of a certificate of occupancy.

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market, PHAs often do not have sufficient federal funding to lease their entire allocated share of vouchers. Despite the 14,775 unit gap between the number of allocated units (101,151) and the number of units that are leased (86,376), most PHAs in the County have spent 100% of their voucher budgets, meaning they cannot fully lease their allotted units without more funding from the federal government to fully utilize their allocation. **While the LTRHA and ECRHA are not recommending a performance metric around access to affordable housing using rental subsidies due to the major uncertainty in the federal funding landscape, advocating for continued and even increased rental subsidies will be essential to meeting goals identified throughout this report.**

Target Metrics and Milestones Summary

Goal 5: Increase the number of affordable housing units within Los Angeles County

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End of 2030 Metrics

- **Metric 5a. Increase by 41%-53%** the current level of affordable housing production from a baseline of 1,700 units in FY 23-24 to a target of 2,400-2,600 in 2030.
- **Metric 5b:** Increase the current level of affordable housing units being preserved to **420 units** preserved annually to assure net gains of affordable housing as new production ramps up.

Annual Milestones

Metric 5a: Increase by 41%-53% the current level of affordable housing production from an average baseline figure of 1,700 units per year.

Year	% Change from Baseline	Annual Number of Affordable Units Produced
Baseline	0%	1,700
July 1, 2025-June 30, 2026	+12%	1,900
July 1, 2026-June 30, 2027	+24%-47%	2,100-2,500
July 1, 2027-June 30, 2028	+6%-39%	1,800-2,500
July 1, 2028-June 30, 2029	+11%-28%	2,000-2,300
July 1, 2029-June 30, 2030	+22%-39%	2,200-2,500

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Full Year Ending December 31, 2030	**+41%-53%**	**2,400-2,600**

Rationale

The subcommittee had several factors inform their recommendations on goals, with five different avenues of housing production making up the overall production goal:

- *Current Production:* The subcommittee assumed that current local resources would continue to make up a portion of affordable housing production
- *Gap Fill:* The subcommittee assumed and recommends that a portion of Measure A dollars be made available through a "Fast Track Housing Fund" to provide financial support to projects already in construction that have a funding gap.
- *Accelerate:* The subcommittee noted a significant number of projects that are currently far along in the development pipeline and "shovel ready" but have not yet begun construction, where a small Measure A investment could move them into the construction phase and accelerate their progress.
- *Acquisition:* As another lower-cost mechanism to accelerate production, the subcommittee recommends that a portion of Measure A funds be utilized for acquiring and converting existing buildings into affordable housing, and has projected a portion of these units as part of their production goal.
- *Innovation:* Finally, the subcommittee's recommended goal for production includes a portion of units stemming from investments that produce housing units at greater speeds and lower costs.

On the preservation side, the subcommittee also discussed a growing number of affordable and supportive housing projects that have significant deferred maintenance and are at risk of being lost. The subcommittee estimated that $52 million annually would be sufficient preservation investment to ensure that any losses of units do not slow progress of adding net new affordable units.

Finally, on rental subsidies in the housing system, the subcommittee noted that while adding thousands of new vouchers will be politically challenging, there may be other ways to increase the number of vouchers available by advocating for funding to increase PHAs budget authority, which is discussed further in the section below. This work remains essential to meeting goals throughout the homeless system and strong advocacy here must continue despite the federal budget uncertainty.

Conditions and Assumptions for Success

The subcommittee identified 11 key conditions and assumptions that should be considered as critical factors in Los Angeles hitting the targets proposed here:

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- **Resources from Federal, State, and Local Sources Must Stay Steady:** The goals outlined in this section assume that resources from the federal, state, and other local governments remain steady in future years. However, as the recent "freeze" of federal grants demonstrated, this outcome is far from certain and threatens to derail these goals, both by removing key sources of funding for affordable housing, while also adding to the level of need for low-income people that rely on federal support for nutrition assistance, rental assistance, healthcare, and other safety net programs.
- **Innovation Must Play a Role in Bringing Down Costs, Diversifying Financing:** With costs of developing affordable and supportive housing continuing to rise, the region must seek ways to control and lower costs, including exploring innovations in construction and financing projects. Innovations such as bulk purchasing of construction materials, more use of acquisition as a strategy to add units, and other considerations should be explored. Other innovations can help reduce reliance on federal tax credit funding for housing production.
- **Increasing Federal Budget Authority Can Increase Vouchers in Circulation:** As noted above, a number of PHAs across the region have vouchers that go unused not because they cannot find landlords to accept them, but because they have insufficient funding allocated from the federal government to support their full allocation of vouchers. In a competitive market such as Los Angeles, the full cost of providing rents and landlord incentives, along with the cost of providing rental subsidies to people experiencing homelessness, who often have deeply low incomes at or below 15% AMI, means that PHAs are spending more than than their allotted per voucher amount from the federal government. This allows PHAs to lease up their vouchers, but ultimately shrinks the overall number of vouchers they can utilize. Advocacy to the federal government should include a concerted effort to increase PHA's budget authority, which could effectively add 15,000 vouchers across the region.
- **Housing Funding Should Be Allocated According to Gaps in Production:** In order for new affordable housing to reduce homelessness and reduce the number of people in acute crisis, new housing must target the income levels with the greatest production gaps. For example, USC data shows an excess of units being produced for people at 50-80% AMI and 80-120% AMI, while there is a severe shortage of housing for people at 30% AMI and below. To make immediate impacts in the lowest income populations, housing must be targeted at that income level.
- **Measure A Can Be Sole Source or Leveraged:** Traditional affordable housing development requires a range of financing sources to be cobbled together, which can add time (and overall cost) to a project. Measure A can be used this way, which allows leveraging of other federal and state sources. But it may be appropriate at times for Measure A to make larger investments in an affordable housing project as the sole source of financing–thus reducing complexity and time and delivering units faster.

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- **LACAHSA Can Issue Bonds, and Increase Leverage:** As an entity that can issue bonds, LACAHSA can use Measure A funds to issue bonds, and leverage further dollars to increase production.
- **Production Alone Will Not Close the Gap:** With an overall shortfall of 375,000 units, housing production alone will not meet the need. The region must consider other lower-cost strategies to complement production, including rental subsidies, master leasing, and acquisition, among others.
- **Focus on Shovel Ready Projects:** Building new affordable housing can be a lengthy process, including as new programs for new funding sources such as Measure A take additional time to seek input from the community, develop funding guidelines, and issue requests for proposals (RFP). A focus on funding projects that are ''shovel ready'' and further along in the development process will allow Los Angeles to see new affordable units become available faster.

Key System and Policy Changes for Regional Leadership to Move Forward

As noted in the goal sections above, there are a number of conditions that must be met in order to ensure the targets recommended in this report are reached. Some of these depend on external actors, like state and federal government partners. However, a number of these conditions entail actions that regional partners can take. The ECRHA and the LTRHA members should utilize the Measure A Regional Homeless plan and move forward all local actions identified in this report, including:

- **Ensure new affordable housing can be accessed by the homeless response system:** All three policy subcommittees identified this as a need–to align eligibility in the Los Angeles region's increasing investments in affordable housing with the targets and populations that need to be served to reduce homelessness and increase housing placements from the homeless system.
- **Invest in robust services for those with behavioral health conditions:** As the region seeks to house more people with SMI and/or SUD, more supportive services will need to be available to support these individuals in housing and to ensure they do not fall back into homelessness at high rates.
- **Appoint a homeless prevention lead to align systems and resources:** As noted in Goal 4, a range of different systems have small homeless prevention programs, but they lack coordination. In some cases, these programs also do not target people with the greatest risk of entering homelessness. Regional leaders should appoint a

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prevention system lead to align these programs and ensure targeted homeless prevention contributes to the goal of reducing inflow.

- **Focus on affordable housing innovations:** As the section on Goal 5 notes, high costs of producing affordable housing are a barrier to reaching these goals. Regional leaders should move forward with innovations like bulk purchasing of construction materials, innovative financing models, acquisition strategies, and other ways to bring down costs and deliver more units.
- **Align on advocacy:** A number of factors are outside the control of local actors. What local actors can do, however, is move in lockstep and align around a coordinated, tightly-focused advocacy strategy to state and federal partners.

Appendixes

Appendix A. Leadership Table Subcommittee Rosters

Homeless Prevention Subcommittee	
Name	**Entity Represented**
Dr. Jackie Contreras, Co-Chair	Los Angeles County Department of Public Social Services
Jose Osuna, Co-Chair	Brilliant Corners
Celina Alvarez	Housing Works
Onnig Bulanikian	City of Glendale
Bill Huang	City of Pasadena
Alison King	City of Long Beach
Maria Salinas	Los Angeles Area Chamber of Commerce
Brandon Scoggan	Valley Oasis
Janey Rountree	California Policy Lab
Jim Zenner	U.S. Department of Veterans Affairs

Homeless Response Subcommittee and Subgroups	
Name	**Entity Represented**
Dr. Va Lecia Adams Kellum, Co-Chair	LAHSA

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Maria Funk	LA County Department of Mental Health
George W. Greene	Hospital Association of Southern California
Craig Joyce	LA Metro
Sarah Mahin	Housing for Health–LA County Department of Health Services
Janice Martin	
Saba Mwine	LAHSA
Andy Perry	LA County CIO
Janey Rountree	California Policy Labs
Brandon Scoggan	Valley Oasis
Max Stevens	LA County CIO
Grant Sunoo	Little Tokyo Service Center
Stephanie Wiggins	LA Metro
Jim Zenner	U.S. Department of Veterans Affairs
Reducing Homelessness for SMI/SUD Subgroup	
Dr. Va Lecia Adams Kellum	LAHSA
Sarah Dusseault	
David Allen Green	SEIU 721
Maria Funk	LA County Department of Mental Health
La Tina Jackson	LA County Department of Mental Health
Stephanie Klasky Gamer	LA Family Housing
Yamira Lima	
Sarah Mahin	Housing for Health-LA County Department of Health Services
Janey Rountree	California Policy Lab
Max Stevens	LA County CIO
Grant Sunoo	Little Tokyo Service Center
Gary Tsai	Los Angeles County Department of Public Health
Dr. Lisa Wong	LA County Department of Mental Health

Affordable and Supportive Housing Production Subcommittee and Subgroups	
Name	**Entity Represented**
Lourdes Castro Ramirez, co-chair	Office of Los Angeles Mayor Karen Bass
Stephanie Klasky-Gamer, co-chair	LA Family Housing

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Kevin Blackburn	Federal Home Loan Bank of San Francisco
Roberto Chavez	City of Inglewood
Isela Gracian	Office of Supervisor Holly Mitchell
Darren Hendon	Veteran Social Services
Margarita Lares	Housing Authority of the City of Los Angeles
Connor Lock	City of Long Beach
Alexis Obinna	
Jose Osuna	Brilliant Corners
Emilio Salas	Los Angeles Community Development Authority
Miguel Santana	California Community Foundation
Ann Sewill	Los Angeles Housing Department
Grant Sunoo	Little Tokyo Service Center
Affordable Housing Production Subgroup Co-Leads	
Ed Holder	Mercy Housing
Ray Mathoda	Anchor Loans
Affordable Housing Preservation Subgroup Co-Leads	
Emilio Salas	Los Angeles Community Development Authority
Ann Sewill	Los Angeles Housing Department
Affordable Housing Access Subgroup Co-Leads	
Margarita Lares	Housing Authority of the City of Los Angeles
Leepi Shimkhada	Housing for Health, Los Angeles County Department of Health Services

Equity Subcommittee	
Name	**Entity Represented**
D'Artagnan Scorza	Los Angeles County Chief Executive Office—Anti-Racism, Diversity, and Inclusion
Saba Mwine Chang	Los Angeles Homeless Services Authority
Tolu Wuraola	Los Angeles County Chief Executive Office—Anti-Racism, Diversity, and Inclusion
Alex Braboy	Los Angeles Homeless Services Authority
Dr. Jackie Contreras	Los Angeles County Department of Public and Social Services
Angel Martinez	Los Angeles County Department of Health Services

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Molly Rysman	Los Angeles County Department of Health Services
Stephanie Klasky-Gamer	LA Family Housing
Andy Perry	Los Angeles County Office of Chief Information Officer
Andrea Iloulian	Los Angeles County Chief Executive Officer
Celina Alvarez	Housing Works
Peter Casey	California Policy Lab
Alexis Obinna	Homeless Youth Forum Los Angeles
La'Toya Cooper	LA Emissary
Amara Ononiwu	Faith Collaborative to End Homelessness
Meredith Berkson	Los Angeles County Chief Executive Office—Anti-Racism, Diversity, and Inclusion

Amendment Read-In at the Executive Committee for Regional Homeless Alignment ("ECRHA") Meeting on March 14, 2025 on Agenda Item # 3: *Recommendation to approve the proposed Leadership Table for Regional Homeless Alignment (LTRHA) Baseline Data and Targets Metrics for Submission to the Los Angeles County Board of Supervisors.*

At the ECRHA meeting on March 14, 2025, the Committee members approved the baseline data and target metrics for presentation to the Los Angeles County Board of Supervisors (ECHRA Agenda Item #3) with the following read-in amendment:

- Amendment by vice-chair Nithya Raman: The ECRHA moves to approve these goals and metrics with the recommendation that the Los Angeles County Board of Supervisors not approve the proposed budget without clear connections between the homelessness funding and the goals and metrics.

Docusign Envelope ID: BDCAF3D3-4E9B-48FD-A73B-1460BC4B3328

EXHIBIT C - MEASURE A REGIONAL PLAN
(Insert Upon Execution)

Docusign Envelope ID: BDCAF3D3-4E9B-48FD-A73B-1460BC4B3328

EXHIBIT D - BEST PRACTICES
(Insert Upon Execution)

Docusign Envelope ID: BDCAF3D3-4E9B-48FD-A73B-1460BC4B3328

EXHIBIT E - QUARTERLY REPORTING TEMPLATE

(Insert Upon Execution)

Docusign Envelope ID: BDCAF3D3-4E9B-48FD-A73B-1460BC4B3328

Exhibit B

Scope of Services

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

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

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

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

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

Docusign Envelope ID: BDCAF3D3-4E9B-48FD-A73B-1460BC4B3328

Exhibit C

Project Budget

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

Table 1. Budget

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

Funding shall be disbursed on a reimbursement basis.

Invoices shall be submitted monthly with supportive documentation attached.

Certificate Of Completion

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Status: Completed
Subject: Complete with Docusign: Measure A Subrecipient City_West Covina MOA
Source Envelope:
Document Pages: 99
Signatures: 2
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
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Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Randy Futch
1333 S. Mayflower Avenue
Suite 360
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rfutch@sgvcog.org
IP Address: 47.176.246.2

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Signer Events	Signature	Timestamp
Cassie Trapesonian ctrapesonian@woodruff.law Security Level: Email, Account Authentication (None)	Cassie Trapesonian Signature Adoption: Pre-selected Style Using IP Address: 34.208.136.214	Sent: 3/23/2026 9:57:07 AM Viewed: 3/23/2026 3:30:43 PM Signed: 3/27/2026 3:43:37 PM

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Marisa Creter MCreter@SGVCOG.org Executive Director San Gabriel Valley Council of Governments Security Level: Email, Account Authentication (None)	Marisa Creter Signature Adoption: Pre-selected Style Using IP Address: 2603:8000:d501:56e9:fdfd:444e:4ca8:bf41	Sent: 3/27/2026 3:43:39 PM Viewed: 3/27/2026 3:51:10 PM Signed: 3/27/2026 3:51:20 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/23/2026 9:57:07 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	3/27/2026 3:51:10 PM
Signing Complete	Security Checked	3/27/2026 3:51:20 PM
Completed	Security Checked	3/27/2026 3:51:20 PM

Payment Events	Status	Timestamps

ATTACHMENT NO. 3

RESOLUTION NO. 2026-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (SGV COG – MEASURE A LSF)

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

WHEREAS, on May 5, 2026, the City Manager presented to the City Council a proposed budget for Fiscal Year 2026-27 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

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

WHEREAS, on June 16, 2026, the City Council adopted a budget for Fiscal Year 2026-27; and

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

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

SECTION 1. The City Council hereby approves Budget Amendment No. 2027-04, attached hereto as Exhibit A, for Fiscal Year 2026-27.

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

APPROVED AND ADOPTED this 18th day of August, 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. 2026-89 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of August, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

Exhibit A

City of West Covina
Fiscal Year 2026-27
Budget Amendment No. 2027-04

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 236 – Measure A			
Revenue	1,222,100	0	1,222,100
Expenditures	340,000	443,328	783,328
Net Change in Fund Balance	**882,100**	**443,328**	**438,772**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**443,328**	

AGENDA ITEM NO. 4

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF COMMISSIONER APPOINTMENT**

RECOMMENDATION:

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

BACKGROUND:

Article III (Advisory Commissions) of Chapter 2 (Administration) of the West Covina Municipal Code (WCMC) establishes the City's three commissions and sets forth provisions relating to appointment, vacancies, removal, terms of office, meetings, and responsibilities of City Commissioners. Commissioners must be at least eighteen (18) years of age, and be a resident and registered voter of the City at the time of appointment and throughout their term of office.

DISCUSSION:

Pursuant to Section 2-67(a) of Article III of Chapter 2 of the WCMC, each Councilmember has the power to appoint one (1) commissioner to each the Human Resources Commission and the Planning Commission, and two (2) commissioners to the Community and Senior Services Commission.

Pursuant to Section 2-68 of Article III of Chapter 2 of the WCMC, the terms of office of commissioners run concurrently with that of the appointed Councilmember.

There is a vacancy on the Planning Commission, to be appointed by Councilmember Gutierrez.

The City has advertised the vacancy and accepted applications in the manner required by law.

Councilmember Gutierrez is announcing the following appointment:

- Steve Bennett - Planning Commission

LEGAL REVIEW:

The City Attorney's Office reviewed this staff report.

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

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

AGENDA ITEM NO. 5

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR CITY ENGINEERING SERVICES AND BUDGET AMENDMENT**

RECOMMENDATION:

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

1. Award Request for Proposals (RFP) No. 2026-12 for City Engineering, Traffic Engineering, Grant Writing/Administration, and On-Call General Engineering Services to Transtech Engineers, Inc.

2. Authorize the City Manager to negotiate and execute an agreement with Transtech Engineers, Inc. for an initial term of two years, commencing September 1, 2026, and ending August 31, 2028, with three (3) optional one (1) year extensions, in such final form as approved by the City Attorney.

3. Adopt the following resolution:
RESOLUTION NO. 2026-90 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (TRANSTECH ENGINEERS)

BACKGROUND:

Historically, the City of West Covina provided Engineering services through a fully staffed Engineering Division of the Public Works Department. In 2015, the City hired Willdan as its contract Traffic Engineer to oversee traffic issues and improvements. In June 2018, upon the resignation of the Public Works Director/City Engineer, the City contracted with Willdan to manage the Public Works Department.

In November 2018, City Hall was reorganized to eliminate the Public Works Department and create the Community Development Department (Building, Economic Development, Engineering, and Planning) and the Public Services Department (Community Services and Public Works Maintenance). At that time, the City contracted with Willdan to serve as its contract City Engineer. In June 2019, as part of the discussions on the Fiscal Year 2019-20 Budget, it was determined that the remaining Engineering Division positions would be eliminated (vacant and filled positions) and an Engineering consultant firm would be contracted to provide all Engineering services for the City. In October 2023, the City Council approved the reorganization of City departments, including re-establishing the Public Works Department. The Engineering Division remained within the Community Development Department.

Currently, the City's Engineering Division services are provided by Transtech, Inc. (Transtech) with one

City staff member serving as the CIP Project Manager (since June 2024). Transtech has provided the City's engineering, traffic engineering, grant writing, and administrative engineering services since September 2019. On September 3, 2024, the City Council approved extending the agreement with Transtech on a month-to-month basis to provide the City with sufficient time to complete a competitive Request for Proposal (RFP) process.

DISCUSSION:

On February 18, 2026, the City posted an RFP for City Engineering services, Traffic Engineering services, Grant Writing/Administration services, and On-Call General Engineering services on PlanetBids. On March 5, 2026, the City received proposals from the following five consultant firms:

- AYCE Consulting Engineers, Inc. (AYCE)
- Mulholland Consulting Group, Inc.
- TKE Engineering, Inc.
- Transtech Engineers, Inc.
- Z & K Consultants, Inc.

The proposals from Transtech, Z&K, TKE, AYCE, and Mulholland are included as Attachments Nos. 1-5, respectively.

These proposals were reviewed by the CIP Project Manager and Purchasing Manager, who determined that all five proposers met the criteria outlined in the Request for Proposals (RFP) posted on PlanetBids and therefore invited all five consultants to participate in an interview. With the assistance of the City's Purchasing Manager, an email was sent to each of the five consultants inviting them to participate in the interviews.

The Purchasing Manager subsequently provided the panel members with the Bidder Information List, Non-Disclosure and Conflict of Interest Disclosure Form, and the Scope of Services from the RFP. On the day of the interviews, the CIP Project Manager met with the interview panel and provided each panel member with a physical copy of the RFP, the consultants' proposals, and the interview materials. The interview materials included seven (7) questions, a section for comments, and a ranking table used to rank each consultant. Following the interviews, the CIP Project Manager met with the panel members to discuss their observations and feedback regarding each consultant. The CIP Project Manager collected all completed scoring sheets and comments. Based on the panel's evaluations, Transtech received the highest overall rank among the five consultants.

The interviews were evaluated based on the question topics and corresponding rank outlined in the following table:

Question Topic	Maximum Points
Resource Management	5
Grant Expertise	5
Brownfield Redevelopment	5
Sustainability and Compliance	5
Community Engagement and Stakeholder	5
FEMA Funding and Disaster Recovery	5
City Engineering Availability	5
Total Score	**35 = 100%**

The following table indicates the rankings of each firm:

Vendor	Ranking
Transtech, Inc.	5

Z & K Consultants, Inc.	4
TKE Engineering, Inc.	3
AYCE Consulting Engineers, Inc.	2
Mulholland Consulting Group, Inc.	1

The panel determined that Transtech (highest ranked) was the most qualified firm with the ability to fulfill the City's engineering services needs. Among the firms interviewed, Transtech received the highest overall ranking due to its demonstrated technical expertise, staffing, experience in local government, and understanding of the City's operational needs. Transtech demonstrated the strongest overall understanding of the City's needs and provided the most comprehensive responses during the interview process.

The proposed City Engineer, Ahmad Ansari, brings more than 32 years of engineering and public sector experience. He previously served as the Public Works Director/City Engineer for the City of Moreno Valley and the City of Rialto, the Public Works Director for the City of Perris, and has also served as a City Manager. Mr. Ansari is a licensed civil engineer with extensive experience managing municipal infrastructure, public works operations, and capital improvement programs.

Transtech employs over 200 professionals, providing the capacity and flexibility to maintain uninterrupted service, even in cases of staff illness or extended absences, ensuring project deadlines are met. In addition, Transtech employs experienced grant writers with a track record of identifying funding opportunities, preparing grant applications, and securing grand funding to support municipal projects.

As the City's Engineering consultant since 2019, Transtech has assisted the City in completing multiple projects, including:

- Major Street Rehab of Cameron Avenue (Project No. 17003), completed in 2020
- Pedestrian Improvements at Orange and Durness (Project No. 19027), completed in 2020
- Residential Street Rehab Annual Program FY 17-18 (Project No. 18032), completed in 2020
- Shadow Oak Park Playground (Project No.21027), completed in 2021
- Residential Street Rehab Annual Program FY 19-20 (Project No. 20011), completed in 2021
- Cameron Park Restroom (Project No. 22024), completed in 2022
- Residential Street Rehab Annual Program FY 20-21 (Project No 21020), completed in 2022
- Residential Street Rehab Annual Program FY 21-22 (Project No. 22005) (CDBG Funded), completed in 2022
- Pedestrian & Vehicle Safety Improvements (Project No. 22004), completed in 2022
- Cameron/Barranca Traffic Signal Improvements (Project No. 18040), completed in 2022
- Cortez Park Improvements (Project No. 22007), completed in 2022
- Sewer Main Replacement - Azusa Avenue and Citrus Avenue (Project No. 21011 & 21012) completed in 2022
- Friendship Park - Park Improvements (Project No. 21035) (CDBG Funded), completed in 2022
- Local Road Safety Plan (LRSP) (Project No. 22025), completed in 2022
- FY 21-22 Pedestrian and Vehicle Safety Improvements (Project No. 22004), completed in 2022
- PalmView, Aroma & Walmerado Parks Playgrounds (Project No. 21005), completed in 2022
- Lark Ellen and Grovecenter Pedestrian Improvements (Project No. 21007), completed in 2022
- La Puente Road/Forecastle Traffic Signal Improvements (Project No. 21006), completed in 2022
- Citrus Ave Rehabilitation (with City of Covina), completed in 2022
- Azusa Sewer Lift Station Upgrade (Project No. 17022), completed in 2023
- Sidewalk, Curb & Gutter Repairs (Project No. 21014&15), completed in 2023
- Dispatch Center New Roof (Project No. 21032), completed in 2023
- Pavement Management Program 2023 Update, completed in 2023
- FY 22-23 Pedestrian and Vehicle Safety Improvements (Project No. 23027), completed in 2023
- Residential Street Rehab Annual Program FY 22-23 (Project N. 23014), completed in 2023
- Sewer CIPP Lining at Glenview, Michelle, Azusa Ave (Project No. 24004), completed in 2024
- Cortez Park Sports Field Lighting (Project No. 22016), completed in 2024
- Southside sewer CIPP lining (Project No. 24004), completed in 2024
- Cortez Senior Center HVAC and Roof Replacement (Project No. 24009), completed in 2025
- ADA Transition Plan (Project No. 22017)
- Residential Street Rehab Annual Program FY 23-24 (Project No. 24008), completed in 2025

Ongoing projects include:

- Southside Sewer Main Replacement, Phase 2 (Project No. 24005)
- Street Sweeping Signage Installation (Project No. 25015)
- Fire Station 1 Design (Project No. 23002)

- Friendship Park Restroom and Park Improvements Design (Project No. 23006)
- Citywide Pedestrian and Vehicle Traffic Safety Improvements FY 24-25 (Project No. 23027)
- Residential Street Rehab Annual Program FY 24-25 (Project No. 25001)
- Cortez Park Pathway Lighting (Project No. 22015)
- City Hall ADA Improvements Design (Project No. 22017)
- Citywide Pedestrian and Vehicle Traffic Safety Improvements FY 24-25 Phase 2 (Project No. 22004)
- 2024 Annual Concrete Sidewalk, Curb, Gutter Repair Prog. Phase 2 (Project No. 21014 and 15)
- Citrus at Cameron Signal Design (Project No. 23010)

The draft Professional Services Agreement is included as Attachment No. 7.

LEGAL REVIEW:

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

OPTIONS:

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

Prepared by: Robert Ortega, CIP Project Manager

Fiscal Impact

FISCAL IMPACT:

The proposed budget amendment will require the following funding from reserves for one year.

Funds	Account Number	Total
Prop C	122.503.71.62.00.00.61.61300.	$150,000
Sewer	189.503.71.72.16.00.61.61300.	$150,000
Gas Tax	124.503.71.22.82.00.61.61100.	$550,000
	Total	**$850,000**

Attachments

Attachment No. 1 - Transtech Proposal
Attachment No.2 - Z&K Proposal
Attachment No.3 - TKE Proposal
Attachment No.4 - Ayce Proposal
Attachment No.5 - Mulholland Proposal
Attachment No. 6 - Resolution No. 2026-90
Attachment No. 7 - Draft Professional Services Agreement

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
A Well-Planned Community
Maintain Good Intergovernmental Relations

ATTACHMENT NO. 1

Submitted To

City of WEST COVINA

Submitted on PlanetBids

Technical Proposal

RFP No. 2026-12

CITY ENGINEERING

TRAFFIC ENGINEERING

GRANT WRITING/ADMINISTRATION

ON-CALL GENERAL ENGINEERING SERVICES

TRANSTECH
Est. 1989

www.transtech.org
855.595.2495 (toll-free)

Submitted By

TRANSTECH Engineers, Inc.

Contact Person:
Ahmad Ansari, PE, Principal
E: ahmad.ansari@transtech.org
C: 949-702-5612; O: 909-595-8599

Our proposal is prepared in the format required in RFP Section 8. PROPOSAL FORMAT, which contains proposal SECTIONS listed below in the same order as specified in the RFP.

SECTIONS **Page No.**

1. COVER LETTER (per RFP, limited to 1 page) 1

2. PROJECT SUMMARY SECTION 2
- *2a. Understanding of City* 2
- *2b. Scope of Services* 4
- *2c. Objectives to be accomplished* 8

3. METHODOLOGY SECTION 10

4. FEE SCHEDULE (Per PlanetBids proposal submittal portal, FEE SCHEDULE is as a separate document under "COST FILE" 19

5. EXCLUDED OR SUBCONTRACTED SERVICES 20

6. LIST OF SIMILAR SERVICES COMPLETED 21
- *6.a. Examples of Similar Service and Projects* 21
- *6.b. Highlights of Transtech's Engineering Services to City of West Covina since 2019* 27
- *6.c. Transtech's Commitment to the City of West Covina and Community Engagement* 31
- *6.d. Project Staff Qualifications* 35
  - *6.d.1. Staffing Approach* 35
  - *6.d.2. Staff Qualifications* 36
  - *6.d.3. Key Staff Organization Chart* 38
  - *6.d.4. Staff Resumes* 39
- *6.e. Firm General Qualifications* 49

7. REFERENCES 50

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(Per RFP Section 3. PROPOSAL SUBMISSION, following Attachments are required to be included in the proposal)
- *Attachment A: Statement of Non-Collusion by Contractor* 57
- *Attachment B: Subcontractor Campaign Contribution Acknowledgement Form* 58
- *Attachment C: Sam.gov Verification – Debarment & Suspension Verification* 66
- *Attachment D: Fee Schedule* (Per PlanetBids proposal submittal portal, FEE SCHEDULE is as a separate document under "COST FILE" 68
- *Attachment F: Certificate of Insurance* 69
- *Attachment G: W-9* 70

ADDENDUM ACKNOWLEDGEMENT 71

1. COVER LETTER (per RFP, limited to 1 page)

About Transtech Video Highlight: CLICK HERE

TRANSTECH
Est. 1989
www.transtech.org

March 5, 2026

City of WEST COVINA

Submitted on PlanetBids

Technical Proposal, RFP. No. 2026-12
CITY ENGINEERING, TRAFFIC ENGINEERING, GRANT WRITING/ADMINISTRATION, ON-CALL GENERAL ENGINEERING SERVICES

Transtech is pleased to submit this Proposal for the subject services.

Established in 1989, Transtech Engineers, Inc. is a California-based, multi-disciplinary engineering consulting firm with over 36 years of experience serving public agencies throughout Southern California. We provide comprehensive municipal engineering, public works, transportation, building and safety, and infrastructure management services to approximately 100 public agency clients. Transtech proudly serves as Contract City Engineer and City Traffic Engineer for numerous cities in the San Gabriel Valley.

Our Team's experience highlights include:

- Extensive experience working with public agencies and municipalities; leadership includes former City Engineers and Public Works Directors.
- Proven coordination with Caltrans, including team members with executive-level state experience.
- Experience working with Los Angeles County and regulatory agencies.
- Successfully managed 40+ federally funded projects in recent years.
- Brownfield and landfill site project experience in Los Angeles County.
- Strong track record in securing outside grant funding for client cities.

Our team of approximately 250 professionals includes licensed engineers, project managers, construction managers, inspectors, traffic and transportation analysts, plan checkers, building officials, permit technicians, and administrative support personnel. Supported by a deep bench of experienced local staff and readily available resources, we consistently deliver services in a timely, efficient, and cost-effective manner.

Transtech is dedicated to delivering high-quality, client-focused engineering services grounded in innovation, responsiveness, integrity, flexibility, and professionalism. We proactively streamline processes, apply creative problem-solving, and provide practical, solution-oriented approaches that add measurable value to our client agencies. Our leadership team includes former City Engineers and Public Works Directors, giving us a strong understanding of municipal operations, governance, and public accountability.

Beyond engineering excellence, Transtech is deeply committed to the communities we serve. We actively support civic and community initiatives and maintain a proven record of engagement in city events, programs, and public causes. Our goal extends beyond technical service delivery—we strive to be trusted partners to our client cities, helping enhance their reputation as outstanding places to live, invest, work, and play.

Thank you for the opportunity to submit this Proposal. Should you have any questions, or require additional information, please contact the undersigned.

Sincerely,

Ahmad Ansari, PE, Principal E: ahmad.ansari@transtech.org; C: 949-702-5612; O: 909-595-8599

2. PROJECT SUMMARY SECTION

2a. Understanding of City

UNDERSTANDING OF CITY

About City:

The City of West Covina is located in the San Gabriel Valley. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City covers 16 square miles fand has developed into a commercial and residential community, with a population currently estimated at about 110,000 residents.

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

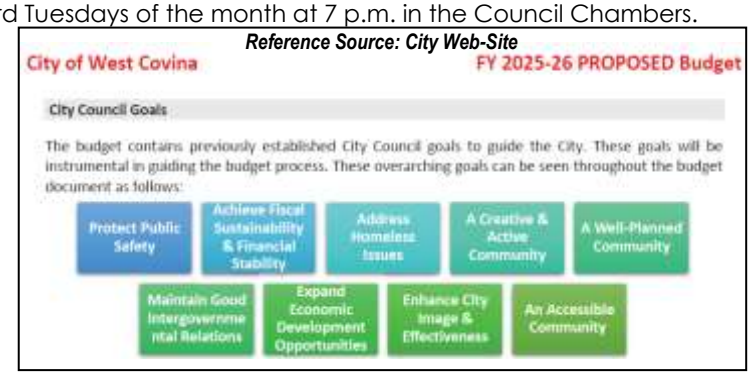
City Council:

The West Covina City Council meets on the 1st and 3rd Tuesdays of the month at 7 p.m. in the Council Chambers.

City Council Goals (reference: City Website)

The City of West Covina City Council has created a set of goals to provide guidance in creating and identifying programs and projects that will offer the most comprehensive services possible for the public. These goals are evaluated and updated annually by the Council.

Reference Source: City Web-Site



Community Development Department

The Community Development Department) is dedicated to providing high quality services to the residents, businesses, and property owners of West Covina. The CDD is organized into the following divisions:

- Planning Division
- Building Division
- **Engineering Division**

  The Engineering Division is responsible for the construction and maintenance of street improvements including traffic signals, plan review and inspections, design and construction of capital improvements, review of traffic related issues and review of land development impacts in the public right-of-way. Engineering staff strives to enhance the quality of life in West Covina by providing the technical guidance necessary to construct and maintain the City's infrastructure. ***Engineering Services and Traffic and Lighting Services.***

  - *The **Engineering Services Section** prepares plans and specifications including streets, storm drains, sewers, traffic signals, bridges, parks, and street lighting. It provides field inspections for all engineering Capital Improvement Program (CIP) projects and processes all related documents. This section also ensures that private developments conform to Conditions of Approval imposed by the Planning Commission and City Council, and adopted City Standards through comprehensive plan review; conduct field inspections and provide assessment district engineering; and maintains city mapping and processes assessment districts renewals for street lighting, landscaping, and sewers. It also performs data collection, analysis and evaluation of the street system, maintenance and rehabilitation needs, and National Pollution Discharge Elimination System (NPDES) compliance, and Sewer System Management Plan (SSMP) as well as contract administration of street projects.*
  - *The **Traffic and Lighting Section** oversees evaluation and improvements of the traffic on City streets, including traffic signals, stop signs, speed limits, parking restrictions, traffic signing, crosswalks, traffic counts, accident surveys, and other traffic related items. Staff also oversees evaluations and improvements of the City's street lighting system, including installation, spacing, type, size, and billing verification. This area of Engineering provides input to the City's Traffic Committee consisting of the Public Works Director, Police Chief, and Traffic Engineer for their review and recommendations to the City Council of changes in traffic regulations.*

Traffic Committee: The Traffic Committee will regularly convene on the second Tuesday of the month.

Budget/CIP (Capital Improvement Plan)

Capital Improvement Program *(Reference Source: City Web-Site)*

The City of West Covina develops a five-year Capital Improvement Program (CIP) that consists of and extensive list of projects necessary to maintain and improve the City's infrastructure. The City defines a CIP as having (1) a capital asset with a minimum dollar value of $45,000, and (2) an estimated useful life of three years or more. A multi-year CIP is necessary because it is impossible to fund all capital projects immediately. To meet the City's needs, it is imperative that the City continues to plan and strategize how it will allocate limited financial resources for capital projects.

Reference Source: City Web-Site



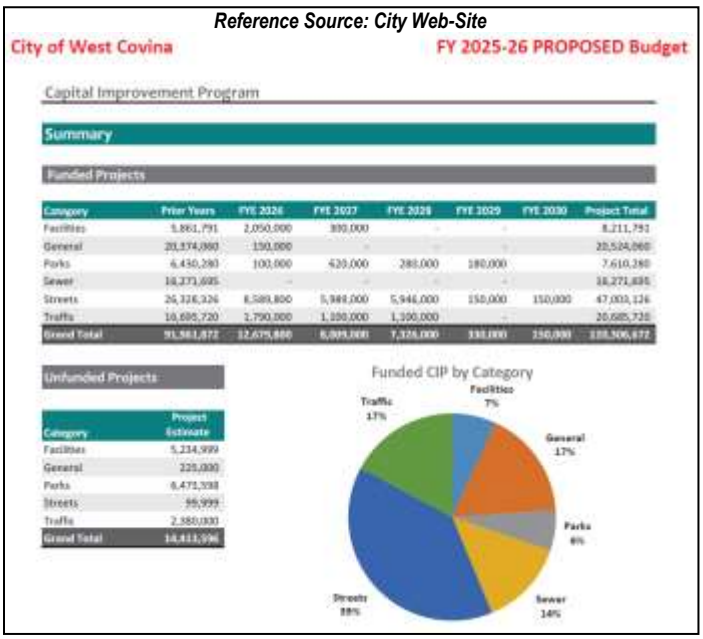
The CIP should not be confused with the capital improvement budget. The capital improvement budget represents the first year of the CIP that is reviewed and adopted by the City Council. It authorizes specific projects and appropriates specific funding for those projects.

Projects and funding sources listed in the CIP for years other than year one (commonly called "out years") are not authorized until the annual budget for those years is adopted by the City Council. The "out years" serve only as a guide for future planning and are subject to further review and modification in subsequent years. The City Council adopts a five-year CIP to provide a standard by which to:

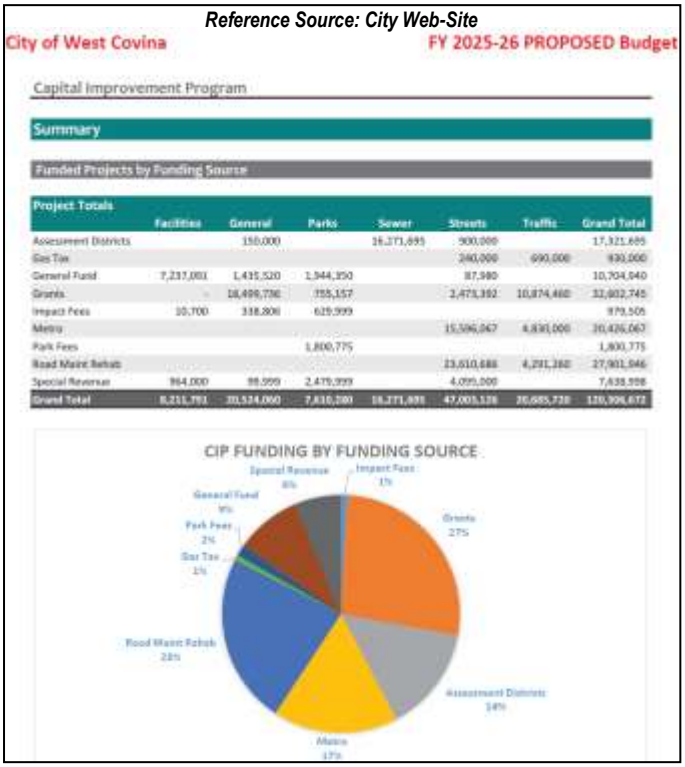
1. Prioritize the increased needs of the City
2. Analyze the various funding sources
3. Match, as appropriate, the funds to the various needs
4. Plan to meet the City's capital needs over an extended period, as funding becomes available.
5. Help to eliminate deficiencies, yet accommodate changing priorities while progressing toward a goal

The CIP has been developed with the combined input from the City Council and City staff. Requests are submitted to a committee of City staff members to review along with justifications, suggested funding source(s) and associated costs including any ongoing operating costs. The projects are categorized as City Wi de, Building, General, Parks, Regional, Sewer, Streets, or Traffic.

Reference Source: City Web-Site



Reference Source: City Web-Site



They are assessed based on the funding availability and the needs and priorities of the City, then presented to the City Council for consideration and approval. Projects not funded in the current fiscal year are put in "out years." Conversely, during the budget year there may be additional CIP projects approved by the City Council that were unforeseen during the budget adoption process.

UNDERSTANDING OF RFP

Request for Proposals:

The City of West Covina (City) is seeking proposals from qualified vendors to provide City Engineering services, traffic engineering services, grant writing and administration services, and on-call general engineering services.

Term of Services:

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

RFP Section 10.8 PROPOSAL VALIDITY requires proposals shall be valid 120 days:

RFP requires that 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.

(Transtech hereby confirms its concurrence with City's requirement.)

RFP Section 10.10 EVALUATION AND SELECTION PROCESS includes the following required responses from the proposers:

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.

(Transtech has been providing municipal services to approximately 100 public agencies, including serving as Contract City Engineer and City Traffic Engineer for many agencies in San Gabriel Valley. Transtech has 36 years of experience in providing similar services.)

(b) Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.

(Transtech has 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.

(Transtech has the administrative and fiscal capability to provide and manage the proposed services.)

RFP Section 10.16 PIGGYBACKING OPTION indicates the following:

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.

(Transtech agrees to extend pricing to other agencies for the same duration of this contract.)

2b. Scope of Services

The RFP includes a detailed scope of services, which is recited below.

In general, the consultant shall perform professional municipal engineering services, traffic engineering services, grant writing/application and administration services, project management services, engineering support, permit administration, and plan check. The scope of work includes, but shall not be limited to, the following:

CITY ENGINEER SERVICES

1. Manage plan review and inspection services for all public right-of-way encroachment permits to confirm compliance with all applicable codes, regulations, policies, standards, and best practices. Such permits may include construction work; construction or vehicle operations; oversize vehicles; street closures; temporary storage of vehicles, storage pods, trash bins, or other objects; news racks; and ongoing encroachment by awnings, sidewalk dining, etc. Services will include but may not be limited to the following:
   - Receiving/processing permit applications, assessing permit fees, and issuing permits
   - Performing pre-work inspections as needed to evaluate existing conditions
   - Reviewing plans and specifications
   - Writing corrections and redlining of plans

- Determining appropriate conditions to impose on permits
- Determining whether a traffic control plan is required and reviewing such plans
- Performing regular inspections of ongoing work and inspections of completed work to ensure compliance with approved plans and permit conditions
- Maintaining regular communication with the applicant, job superintendent, or other project representatives as needed

2. Maintain a communication channel for applicants and job superintendents to communicate directly with the public works inspector via telephone, and/or with the city engineer on behalf of the inspector. Provide continuity of inspection services through project completion.

3. Provide a public works inspector to maintain a consistent on-site presence at City Hall and within the City on a regular and/or on an as-needed basis, with the understanding that this means a frequent presence to ensure timely inspections of ongoing work in the public right-of-way and address issues as they arise. The expected requirement for a typical encroachment permit is 4 to 5 days a week at approximately 4 hours of work each day.

4. Provide plan review of grading, drainage, and improvement plans for private and public development projects. Services will include, but are not limited to the following:
   - Receiving/processing permit applications, assessing permit fees, and issuing permits
   - Reviewing plans and specifications
   - Writing corrections and redlining of plans
   - Determining appropriate conditions to impose on permits
   - Providing pick-up and delivery of plans at City Hall and maintaining a log of plans in process and their status accessible at any time by City staff
   - Learning and effectively utilizing the City's cloud-based software for permit issuance and tracking

5. Provide plan review of plans submitted for planning or zoning review for public works issues. This may include conceptual or preliminary plans, architectural plans, site plans, and preliminary grading plans. Services will include but are not limited to the following:
   - Reviewing project applications, plans, and related documents
   - Identifying major public works issues to be addressed through the planning process prior to plan check submittal including but not limited to grading, off-site improvements, and traffic
   - Writing conditions of approval related to public works issues to be imposed on the project through the planning process
   - Providing pick-up and delivery of plans at City Hall and maintaining a log of plans in process and their status accessible at any time by City staff
   - Learning and effectively utilizing the City's permitting software for permit issuance and tracking

6. Provide review of projects submitted under the Subdivision Map Act and related provisions of the West Covina Municipal Code. This includes but may not be limited to tentative and final maps, lot mergers, lot line adjustments, certificates of compliance, dedications, vacations, and easements. Services will include but are not limited to the following:
   - Reviewing applications, maps, legal descriptions, deeds, and related documents
   - Providing redline documents and writing corrections
   - Writing conditions of approval to be imposed on tentative maps
   - Providing pick-up and delivery of documents at City Hall and maintaining a log of reviews in process and their status accessible at any time by City staff
   - Learning and effectively utilizing the City's permitting software for project tracking

7. Provide city engineering services, including but not limited to the following:
   - Attend meetings with City staff, public officials, developers, contractors, and the public as needed
   - Attend Commission and City Council meetings as needed
   - Represent the City as its city engineer while interfacing with the public and other agencies including but not limited to Los Angeles County Department of Public Works, Southern California Edison, and the water purveyors that serve the City
   - Serve as the primary liaison to the Los Angeles County Department of Public Works for technical and policy issues

- Review documents and reports from other agencies pertaining to West Covina infrastructure or public works matters and provide recommendations to staff on appropriate responses or actions
- Provide guidance and technical assistance to City staff on public works and engineering laws, policies, procedures, and best practices including but not limited to the California Public Contract Code, Streets and Highways Code, and Subdivision Map Act
- Provide guidance and technical assistance to field staff regarding infrastructure and maintenance issues

8. Provide a dedicated City Engineer to maintain regular on-site presence at City Hall, with a consistent minimum of 8 hours a week, and a consistent schedule agreed upon by the selected firm and the City. Hours may be adjusted over time depending on project volume and workload. While in the office, the City Engineer will be expected to provide internal and external customer service, including seeing customers at the counter, meeting with City staff, and taking phone calls. To ensure continuity and efficiency, the same individual shall fulfill this role on an ongoing basis.

9. Provide a dedicated Associate Engineer to maintain regular on-site presence at City Hall, anticipated at 24-30 hours a week, with a consistent schedule agreed upon by the selected firm and the City. Hours may be adjusted over time depending on project volume and workload. While in the office, the Associate Engineer will be expected to provide internal and external customers, including seeing customers at the counter, maintaining regular office hours, meeting with City staff, and taking phone calls. The Associate Engineer will be responsible for project management, construction management, related inspections, and permit application intake/issuance. To ensure continuity and efficiency, the same individual shall fulfill this role on an ongoing basis.

10. Assist Capital Improvement Project Manager in project and contract management services for public works projects and other select capital improvement projects to be determined. Services will include but are not limited to the following:
    - Prepare project plans, bid specifications, and Notice Inviting Bids
    - Conduct pre-bid meetings
    - Respond to inquiries and prepare addendums to bid specifications as needed
    - Prepare staff reports and other documents as may be needed for contract approval
    - Monitor labor compliance
    - Prepare contract change orders
    - Review project invoices for accuracy and contract compliance
    - Prepare staff reports and other documents as may be needed for project acceptance
    - Maintain all project documents and files on behalf of City
    - When applicable, work with City's grant administrator on grant-funded projects to prepare additional paperwork as necessary for grant compliance

11. Assist Capital Improvement Project Manager in project management and manage consultant contracts for public works services, such as updating plans or preparing studies beyond this scope of services. Services will include but are not limited to the following:
    - Prepare and distribute RFPs or RFQs
    - Evaluate proposals submitted and interview consultants as needed
    - Negotiate price and contract terms with consultant on behalf of City
    - Prepare staff reports and other documents as may be needed for contract approval
    - Direct consultant work, serve as liaison with consultant, and review work product
    - Monitor work and progress and review invoices to ensure consistency with project budget and schedule

12. Advise City staff as to grants or other funding available for public works projects and, when so directed, initiate and prepare applications for such funding or grants.

13. Assist the City in processing grant applications and administration of awarded grants.

14. Monitor trends, legislation, and standard practices and advise the Community Development Director on appropriate codes, policies, procedures, and practices to adopt.

15. Coordinate, consult, and provide input to other departments and agencies as may be required, including but not limited to planning, building, code compliance, the Los Angeles County Department of Public Works,

Los Angeles County Sheriff's Department, Los Angeles County Fire Department, the City's consultant for building and safety services, the City's consultant for NPDES compliance, and utility providers.

16. Prepare, implement, and enforce policies and procedures.

17. In the event of a local, regional, or national emergency or disaster, provide engineering and public works plan review and inspection services as required to appropriately respond to the emergency, including after regular business hours.

18. Provide any other services as may be necessary for administration and enforcement of the California Public Contract Code, Streets and Highways Code, Subdivision Map Act, applicable provisions of the West Covina Municipal Code, and any other codes pertaining to public works and engineering matters.

TRAFFIC ENGINEERING SERVICES

Provide traffic engineering services, including but not limited to the following:

- Review and provide comments on traffic impact studies prepared by other consultants for development projects
- Review and provide comments on proposed development projects pertaining to traffic issues including but not limited to traffic impacts, site access and circulation, and parking
- Prepare conditions of approval for projects
- Review and provide engineering judgement on traffic safety issues raised by City staff, the Traffic Committee, and the public
- Conduct traffic reviews and prepare reports with recommendations for issues including but not limited to stop sign warrants, crosswalk installation and removal, traffic calming, speed surveys, accident histories, and other general traffic safety and related issues
- Prepare and make presentations to the Traffic Committee and City Council regarding traffic reviews and recommendations
- Serve as the primary liaison to the Los Angeles County Department of Public Works for traffic signal timing and maintenance, striping, signs, and other traffic issues

ON-CALL ENGINEERING SERVICES

Provide municipal engineering services on an "on-call" or "as needed" basis for various duties assigned by Community Development Director and/or Deputy Community Development Director. Services may include but are not limited to the following:

- General consulting and technical advice
- Private development application reviews
- Infrastructure design, construction and/or operation
- Assistance with the Capital Improvement Program
- Reviewing and certifying design plans, specifications and cost estimates for City capital projects
- Performing the lead role in the engineering review, coordination and technical administration of assessment districts and bond issue projects to provide coordinated and cost-effective project
- Reviewing private development construction plans, mapping and projects for compliance with City adopted design standards, subdivision standards and Building Code and related work as required
- Assisting the City in processing Federal, State and regional permits
- Assisting the City with processing grant applications
- Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Community Development Director and/or Deputy Community Development Director
- Assist in the new permit processing software (Accela) conversion process.

2c. Objectives to be accomplished

Primary Objective

The primary objective of this engagement is to provide comprehensive municipal and traffic engineering services that ensure safe, efficient, and code-compliant public infrastructure, support city operations, and enhance community livability.

Scope of Services & Key Deliverables

City Engineering Services

- Manage plan review, permitting, and inspection of public right-of-way encroachments, grading, drainage, and development projects.
- Ensure compliance with all applicable codes, standards, and best practices.
- Maintain on-site presence to provide ongoing project support and continuity.

Traffic Engineering Services

- Review traffic impact studies and proposed development projects for circulation, parking, and safety.
- Evaluate traffic safety concerns and prepare recommendations for City staff, Traffic Committee, and City Council.
- Serve as primary liaison for traffic operations, including signals, striping, signage, and safety improvements.

Capital Improvement & Project Management

- Assist in project planning, design review, bid preparation, contract management, and construction oversight.
- Monitor labor compliance, review invoices, and coordinate with consultants and contractors to ensure timely, cost-effective project delivery.

Grant Writing & Administration

- Identify funding opportunities and prepare grant applications.
- Administer awarded grants and ensure compliance with federal, state, and local requirements.

On-Call & Technical Support

- Provide as-needed municipal engineering assistance, including private development reviews, feasibility studies, infrastructure design, and permit administration.
- Support the City's Capital Improvement Program and other special projects.

City Operations & Policy Support

- Advise City staff on best practices, code updates, policy implementation, and emergency response procedures.
- Enhance public works management and community resilience through proactive guidance and technical expertise.

Our Approach & Commitment

Transtech is dedicated to delivering high-quality, client-focused engineering services grounded in innovation, responsiveness, integrity, flexibility, and professionalism. We streamline processes, apply creative problem-solving, and provide practical, solution-oriented approaches that deliver measurable value to our client agencies. Our leadership team includes former City Engineers and Public Works Directors, giving us a strong understanding of municipal operations, governance, and public accountability.

Beyond technical excellence, Transtech is committed to the communities we serve. We actively support civic and community initiatives and maintain a proven record of engagement in city events, programs, and public causes. Our goal extends beyond service delivery—we strive to be trusted partners, helping enhance our client cities as outstanding places to live, invest, work, and play.

Our Customer Care Philosophy

At Transtech, our service philosophy is defined by a unique **"Customer Care" approach**, delivering services in a **high-quality, timely, efficient, and customer-friendly** manner. Our approach is grounded in the principles of **Total Quality Management for Total Customer Care**.

Proactive Plan Review & Guidance

- We engage with applicants early and throughout the plan review process to ensure plans are complete, clear, and logically presented.
- Our team offers practical suggestions to simplify complex details, reduce construction costs, and provide information that is easy to verify in the field.
- By producing a better set of plans upfront, inspection time and applicant frustration are significantly reduced, while overall compliance is improved.
- For homeowners and small applicants, this approach demonstrates the City's partnership in what can often be a stressful process.

Efficient Permit Processing

- Clear communication and detailed guidance reduce the number of plan rechecks, allowing applicants to obtain permits more quickly.
- All corrections, except those provided over-the-counter, are typed and printed for clarity—avoiding cryptic or unclear instructions.

Collaborative Support

- Plan checkers respond promptly to questions from architects, engineers, designers, and applicants.
- When requested, we meet in person to review plans, provide guidance, or conduct rechecks to ensure accurate corrections.
- Our team assists applicants to simplify complex details, minimize costs, and provide field-verifiable solutions.

Responsiveness & Communication

- All phone calls and emails are returned within the same working day, or the next day.
- Our "Same Day Response" motto ensures consistent and reliable communication with all clients.

Enhancing Community Trust

- Transtech strives to enhance the City's public image by fostering trust, demonstrating professionalism, and supporting the City as a desirable place to live, invest, and conduct business.

3. METHODOLOGY SECTION

Customer Care and Responsive Service Approach:

- ✓ Our services are founded on the principals of **Total Quality Management** for **Total Customer Care and Satisfaction.**
- ✓ All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our **"Same Day Response"** motto.
- ✓ Transtech also provides a **24-hour emergency contact** number to its clients.
- ✓ Customer Care means highest quality customer service. Transtech is committed to providing **"Customer Care"** to the City, City's patrons, including responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services. **Responsiveness** is an integral part of Transtech's **"Customer Care"** service approach.
- ✓ Our Contract Principal will meet with the Client's Project Manager frequently for **service evaluation** and address any areas for improvements.
- ✓ Responsiveness is an integral part of Transtech's **"customer friendly" service approach**. While our service is always on an "as needed" basis, our responsiveness is on "full-time" basis.
- ✓ Transtech understands the importance of being able to **expedite certain projects**, when requested, by the City.

Structured Approach: We have a structured approach to execute projects in an efficient manner that makes Transtech capable of providing the City with an efficient and quality product. Transtech has established guidelines and policies, including written manuals on quality control, project management, and design procedures for its staff and for its contract cities. These guidelines ensure a consistent approach to the execution of assignments undertaken by our organization in compliance with City's specific procedures, standards and requirements. The following paragraphs describe our general approach to deliver projects in an efficient and cost-effective manner. A project specific approach will be provided for each assigned project and will become part of the specific contract for the specific project.

- **Project Management:** Our approach is to provide proactive management and attempt to identify potential issues and problems in advance and take corrective actions before they become problems. This requires extensive hands-on knowledge, experience and management skills of the people involved in managing the project. Our team members have extensive experience and proven track record in managing large and complex projects and bringing them to a completion on time and within budget.
- **Approach to Cost Control and Change Orders:** We evaluate project costs and develop feasible mitigation measures to minimize additional costs. We work as a team to solve problems or make modifications in the field to address unforeseen conditions or owner generated changes in a cost-effective manner.
- **Approach to Scheduling and Timely Completion of Project and Schedule Recovery:** The baseline schedule should properly identify the project scope, critical path, project milestones, target dates, phases and sequences of work, and activity durations. When significant activities show that they are slipping from the baseline, we work with the contractor to develop recovery plans.
- **Management of Documents:** We use an electronic file management system. All construction forms, daily dairies, weekly statement of working days, etc. are stored in our electronic file system, and are per Caltrans documentation system. We provide these documents at the end of the project to the client in organized files as well as pdf files.
- **Safety and Security:** We hold meetings with the contractor to review and discuss safety and security requirements, OSHA conformance, emergency security and safety procedures, and enforce security and safety responsibilities.
- **Funding Closeout:** We prepare necessary closeout documentation required by the funding agencies, submit final reimbursement documentation, follow-up on the reimbursements, and final funds balance report.
- **Project Closeout:** We recognize that closeout is an important part of the construction process. It signifies that the new facility structure is ready to use. We methodically handle all closeout tasks to ensure a smooth transition from construction to occupancy.
- **Methodology for Communication to Inform City on Work Progress:** Key project team members will attend periodic project progress meetings with City staff throughout the project duration.
- **Electronic common project information and file sharing platform:** We create and provide access to project participants a common project information and file sharing platform.

Coordination with City: Key project team members will attend periodic project progress meetings with City staff throughout the project duration. We will establish and maintain a close working relationship with City staff. We will manage assigned projects, carefully control costs and resources, and complete assigned work on schedule. We will provide progress reports to the City at regular intervals.

Expediting Projects: Transtech understands the importance of being able to expedite tasks when requested by the City. Transtech has sufficient staff and resources to expedite projects.

CIP Management: Transtech manages Capital Project Programs and maintains CIP Matrix and Schedule for various

contract Cities. The CIP Matrix includes detailed tracking information for each CIP, as well as a high-level project schedule status in bar chart format for various project phases. The CIP Matrix is updated frequently, and project status is presented to City Management at management meetings, as well as to City Council when directed by the City Management.

Project Schedules: Transtech has a proven track record for completing projects on time. Part of our role as Project Managers is to develop, review, update and manage the project schedules and confirm that tasks are scheduled within reasonable and appropriate timeframes. We constantly review, monitor and update the schedule to confirm it is in compliance with the original schedule and that related coordination with external/3rd parties/regulatory agencies/utility companies, etc. are on track. If the look ahead schedule is not in compliance with the original schedule, we take appropriate actions to avoid potential delays. Our approach to Scheduling and Timely Completion of Project and Schedule Recovery includes having the contractor prepare a baseline schedule, which identifies the project scope, critical path, project milestones, target dates, phases and sequences of work, and activity durations. When significant activities show that they are slipping from the baseline, we work with the contractor to develop recovery plans.

Contract Administration Approach (Caltrans LAPM): For construction contract administration, we follow guidelines described in Caltrans Local Assistance Procedures Manual (LAPM).

DB (Design-Built) Delivery: Transtech has extensive experience in managing DB Projects in compliance with CA Public Contract Code, CHAPTER 4. Local Agency Design-Build Projects.

Project Controls: Our staff has experience with various document control software systems including Procore, Autodesk ConstructWare (which has now become Construction Cloud), and Primavera P6. In our experience all major control software programs work basically the same way and adapting from one software offering to another has a fairly small learning curve. Because the specific software is generally a choice made by the prime contractor, our staff is ready to partner with any user of any program. That said, not all projects require the 'fire power' associated with an expensive, sophisticated control system. Sometimes an intelligently designed filing system that stores basic Word, Excel, PDF, and email documents in the cloud is all a project really needs.

Project Control System: Transtech has developed its in-house Project Control Procedures and System, follow guidelines similar to what is described in Caltrans Local Assistance Procedures Manual (LAPM). Following is the link to Transtech's Project Control Procedures and System:
https://www.dropbox.com/scl/fi/ovqszv2odb0egxp6qdo3f/CIP-Filing-System-Index-v20240212.100-003.pdf?rlkey=rart96lbt7yif4qka3y5tck1n&dl=0

10 Administration

10.00 Filing System: Contains all of the generic documents and templates that are used repeatedly. Use master templates on the library for all documents and forms referenced on this index.

10.01 CIP Checklist: Contains step by step CIP checklist/workflow applicable to a project from inception to closeout. Update this checklist throughout the project to maintain project workflow.

10.02 Correspondence: Contains general correspondence (emails, memos, etc.) throughout the project. Specific correspondence for each project phase should be filed under applicable folder.

10.03 Staff Reports: Contains City Council meeting staff reports and resolutions.

10.04 Project Funding Sources: Contains CIP Project Sheet/Charter from City Fiscal Year Budget including funding information.

10.05 Project Budget: Contains overall project budget throughout the project.

10.06 Project Schedule: Contains overall project schedule throughout the project.

10.07 Public Records Request: Contains public information requests throughout the project.

20 Planning and Studies

20.01 Contracting: If services in this category is contracted, this folder contains all contracting documentation (RFP, proposals, etc.). Use subfolders as needed for different disciplines (environmental, ROW, survey, geotechnical, etc.).

20.02 Environmental Determination: Contains environmental documentation (CEQA, NEPA, etc.).

20.03 ROW & Easement: Contains right of way acquisition, easement, temporary construction easement, etc..

20.04 Land Survey: Contains land survey (topo survey, drawings, reports, etc.).

20.05 Geotechnical Investigation: Contains geotechnical investigation (coring results, reports, recommendations, etc.).

20.06 Site Utilities: Contains utility company contact information, correspondence log, letters, maps received, etc.

20.07 Misc Reports & Studies: Contains any miscellaneous reports and studies.

20.08 Permitting: Contains all applicable permits including local, state and federal for the project.

30 Bid Package Development/Design

30.01 Contracting: If services in this category is contracted, this folder contains all contracting documentation (RFP, proposals, etc.).

30.02 Design Development: Contains design development documents including CAD files, aerials, xref, pdf, etc.

30.03 Design Submittals: Contains all PS&E submittals during design phase (typical 30%, 60%, 90%, 100% submittals).

30.04 Specifications: Contains general provisions, special provisions, appendices, etc.

30.05 Estimates: Contains project construction estimates.

30.06 Bid Package: Contains project bid package including front end administrative specs (NIB, IB, Bid, General Provisions/Specifications) and project technical specs (Special Provisions, Appendices, Project Plans).

30.07 Project Meetings: Contains design kickoff/progress meetings sign in sheets, agendas, minutes and notes.

40 Bidding

40.01 Bid Package as Advertised: Contains as advertised bid package in pdf.

40.02 Bid Advertisement: Contains plan holders list and proof of advertisement.

40.03 Pre-Bid Meeting: Contains pre-bid meeting (if applicable) sign in sheet, agenda, and notes. Indicate whether mandatory/non-mandatory.

40.04 Questions: Contains all questions received during bidding phase.

40.05 Addenda: Contains all addenda issued during bidding phase.

40.06 Bids Received: Contains bid opening results and all bids received at the bid opening.

40.07 Bid Analysis: Contains bid analysis (bid tabulation, review of apparent low bid, reference checks, determination of lowest responsive bid, CA license, DIR registration, state and federal debarments.

40.08 Agreement: Contains construction agreement document, appendices, bonds, insurances, W-9, business license.

40.09 Notice To Proceed: Contains Notice to Proceed document issued to the Contractor.

50 Construction Management

50.01 Contract: Contains fully executed construction contract.

50.02 Project Personnel: Contains project personnel during construction including Owner, Construction Manager (CM), Construction Inspector (CI), Construction Contractor, Materials Testing (MT), Labor Compliance, Grant Manager, Emergency Contacts, Utility Companies, Contractor's Emergency Contact Information Sheet, Contractor's Letter designating representative authorized to act for the contractor.

50.03 Conformed Construction Documents: Contains conformed set of construction documents (plans and specifications) issued for construction. Update these documents throughout construction with any revisions/redlines.

50.04 RFI: Contains a common Request for Information (RFI) log, received and responded RFIs, filed by transmittal number.

50.05 Submittals: Contains a common Submittal log, received and responded Submittals, filed by transmittal number.

50.06 WSWD: Contains Weekly Statement of Working Days (WSWD) issued to the Contractor.

50.07 Quality Assurance: Contains all documents generated as part of any QC/QA process including: Quality Assurance Plan (QAP), Special Inspection Reports, Shop Inspection Reports, Material Placement, Material Testing, Delivery Tickets, Structural Observation, Designer Observation, Pad Certification, Buy America Certifications, Material Certificate of Compliance (CoCs), and any QC/QA Manuals.

50.08 Engineer Reports: Contains Resident Engineer Weekly Reports, Incident Reports throughout construction.

50.09 Inspector Reports: Contains Construction Inspector (Asst. RE) Daily Reports.

50.10 Photographs: Contains all photos taken filed by date.

50.11 Quantity Calculation Sheets: Contains monthly progress payment item quantity calculation sheets.

50.12 Change Orders (CCO): Contains Request for Change Orders (RFCO), Potential Change Orders (PCO) and finalized Contract Change Orders (CCO).

50.13 Progress Payments: Contains monthly progress payments, waiver/release documents.

50.14 Labor Compliance & EEO: Contains labor compliance documents.

50.15 DBE: Contains Disadvantaged Business Enterprise certificates, reports and documents.

50.16 Progress Schedule: Contains baseline schedule, weekly lookahead schedules, and recovery schedules.

50.17 Project Meetings: Contains pre construction meetings, special meetings, progress (weekly/bi-weekly) meetings sign in sheets, agendas, minutes and notes.

50.18 Construction Notices & Signs: Contains construction notices and signs.

60 Project Closeout

60.01 Punch Lists: Contains project punch list prepared by Construction Inspector.

60.02 Guarantees & Warranties: Contains guarantees and warranties.

60.03 O&M: Contains Operations and Maintenance manuals.

60.04 Final Inspection: Contains final inspection report.

60.05 As-Builts: Contains field redlined construction plans "as-builts".

60.06 Notice of Completion: Contains Notice of Completion (NOC) document as filed.

70 Grant Management (*only applicable to projects receiving Caltrans funding, if other special funds are involved on the project, check with the grant manager for specific folders/documents*)

70.00 Grant Application: Contains Grant Application.

70.01 Master Agreement: Contains Caltrans Master Agreement.

70.02 Program Supplemental Agreement: Contains Program Supplemental Agreement (PSA) received from Caltrans.

70.03 RFA For Preliminary Engineering: Contains Request for Authorization for Preliminary Engineering (PE) Phase application documents to Caltrans.

70.04 Environmental Documents: Contains Preliminary Environmental Study (PES) submittal package to Caltrans.

70.05 ROW Certificate: Contains Right of Way Certification submittal to Caltrans.

70.06 RFA For Construction: Contains Request for Authorization for Preliminary Engineering (PE) Phase application documents to Caltrans.

70.07 CON Award Package: Contains Construction Award Package submitted to Caltrans.

70.08 E-76: Contains approved E-76 received from Caltrans.

70.09 Reimbursements: Contains reimbursement invoices submitted to Caltrans.

70.10 Grant Closeout: Contains Final Report of Expenditures (FROE) submitted to Caltrans.

70.11 Process Review: Contains Pre-Construction, Construction, Post-Construction Process Review.

Engineering Plan Check and Public Works Inspection Service Approach:

Service Philosophy: Our service philosophy is defined by our unique **"Customer Care" approach in delivering our services in High Quality, Timely, Efficient and Customer Friendly manner:**

- ✓ Transtech is well known in providing **Cost Effective Services** on time with a **customer friendly and responsive** approach.
- ✓ Our services are founded on the principles of **Total Quality Management** for **Total Customer Care**.
- ✓ We have a **structured approach** to execute projects in an efficient manner that makes Transtech capable of providing the City with the highest quality product.
- ✓ We start by **working with the applicant early on** and during plan review to help them prepare a set of plans which have all of the required information clearly and logically presented.
- ✓ Additionally, we never hesitate to make suggestions which help eliminate complicated details, **reduce construction costs, and/or provide details which are easy to verify in the field**. Experience has taught us well that inspection time and applicant frustration can both be substantially reduced, while increasing overall compliance, by producing a better set of plans during the plan review process. And in the case of homeowners, **this policy often demonstrates early on that the City really is truly a partner in a process that can often be a source of stress and tension for many applicants, and we fully understand that.**
- ✓ This policy reduces the number of plan review rechecks required, **allows the applicant to obtain a permit much sooner**, and reduces the overall time our staff is required to spend on that particular plan.
- ✓ Transtech provides all plan check **comments on electronic files**. All plan check comments are provided on pdf format electronically, **as well as hard copies**. Plan review corrections are written clearly and are **fully detailed to explain the Code deficiency**.
- ✓ To help the applicant better understand the problem, Transtech provides as much information during plan review as possible. We believe that if the applicant has a **clear understanding of the problem**, he or she can take the necessary steps to correct the condition. This policy reduces the number of plan review rechecks required, allows the applicant to **obtain a permit much sooner**, and reduces the overall time our staff is required to spend on that particular plan. Unclear and/or cryptic corrections are never written, and all correction lists, except those written over the counter, are typed and printed on a laser printer.
- ✓ Our plan checkers **confer early on and respond to questions** from the architect, engineer, designer, applicant, etc. When requested, our plan checkers also meet with the architect, engineer, designer, applicant, etc. at our offices to answer questions or for rechecks where the plan corrections.
- ✓ Our policy is to assist the architect, engineer, designer, applicant, etc. as much as possible, which helps **eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field**.
- ✓ All telephone calls or e-mails received are returned within the same working day, or the following day. We take pride in our "**Same Day Response**" motto.
- ✓ **Responsiveness is an integral part** of Transtech's "customer friendly" service approach.
- ✓ We will strive to **enhance the City's image by public trust** to be the most desirable community to live, invest and conduct business.
- ✓ Customer Care means highest quality customer service. Transtech is committed to providing **"Customer Care"** to the City, City's patrons, responding quickly and effectively to the walk-in, telephone, and electronic inquiries of the public related to our services.

Plan Check Processing: When a plan check order is received, it is logged and reviewed by Building Staff and then assigned to applicable plan checkers. The plan check duration is monitored thru the plan check log data base, which generates messages at identified intervals to inform plan checkers and supervising Sr. Staff so that they are aware of how the progress and status continuously. If any potential delay is monitored, necessary steps are taken, such as meeting with plan checker to review the schedule, workload, performance, and identify actions, including assigning additional staff, if necessary, to ensure timely completion of assignment.

Plan Check Coordination: Our plan checkers respond to questions from the architect, engineer, designer, applicant, etc. When requested, our plan checkers also meet with the architect, engineer, designer, applicant, etc. at our offices to answer questions or for rechecks.

- Our policy is to assist the architect, engineer, designer, applicant, etc. as much as possible, which helps eliminate complicated details, reduce construction costs, and/or provide details which are easy to verify in the field. This

pro-active approach reduces inspection time and questions, and applicant frustration, while increasing overall compliance, by producing a better set of plans during plan review process. Especially, when the applicant is a homeowner trying to improve his/her property, this policy often demonstrates early on that the City really is here to help.

Approach to Meeting with Applicants: Our staff is available to applicants by phone and through email or through virtual meeting for questions or available to meet for rechecks if necessary. Our policy is to meet with applicants virtually via TEAMS or ZOOM or when necessary, at City Hall, but we also have an available facility at our office meetings with applicants.

Expedited/Off-Business Hours/Weekend Services: If the City receives a request from applicants for expedited plan check services, Transtech staff is able to provide additional resources to accommodate such a request. If the City requests inspection services, Transtech staff will provide additional resources to accommodate inspection requests during off business hours and weekends.

Quick Turn Around and Expedited Service: Transtech will provide plan checks on a **quick turn-around schedule**. Transtech also provides expedited service when requested. **Applicant will be able to see online on real time the progress of plan check submittals.**

Weekend, Holiday & After Work Inspection: Transtech is readily available and has the resources to provide weekend, holiday, and after-work hour inspections as requested by the City Manager or designee.

Virtual Counter: We offer virtual meetings with plan checkers. Please click here to explore the virtual plan check counter appointment calendar administered by Transtech in West Covina,



ELECTRONIC PLAN CHECK

Transtech provides Electronic Plan Check: Transtech has integrated many technological assets into its services to provide the most efficient and cost-effective service possible. We provide fully automated electronic plan submittal, plan checking, and tracking. We provide this on our company portal, as well as offer same portal access to our client cities on their web sites.

The electronic plan check system we use is e-PlanSoft™ *e-PlanSoft™ is the leading provider of electronic plan review software. Our suite of products provides practical solutions to both public and private sectors to streamline and improve efficiency and effectiveness in plan reviews, saving time and money.*

e-PlanREVIEW® *e-PlanREVIEW® is a web-based electronic plan review solution that allows for a well-coordinated, collaborative review process where multiple reviewers can mark up plans simultaneously, making the review process faster and more accurate.*

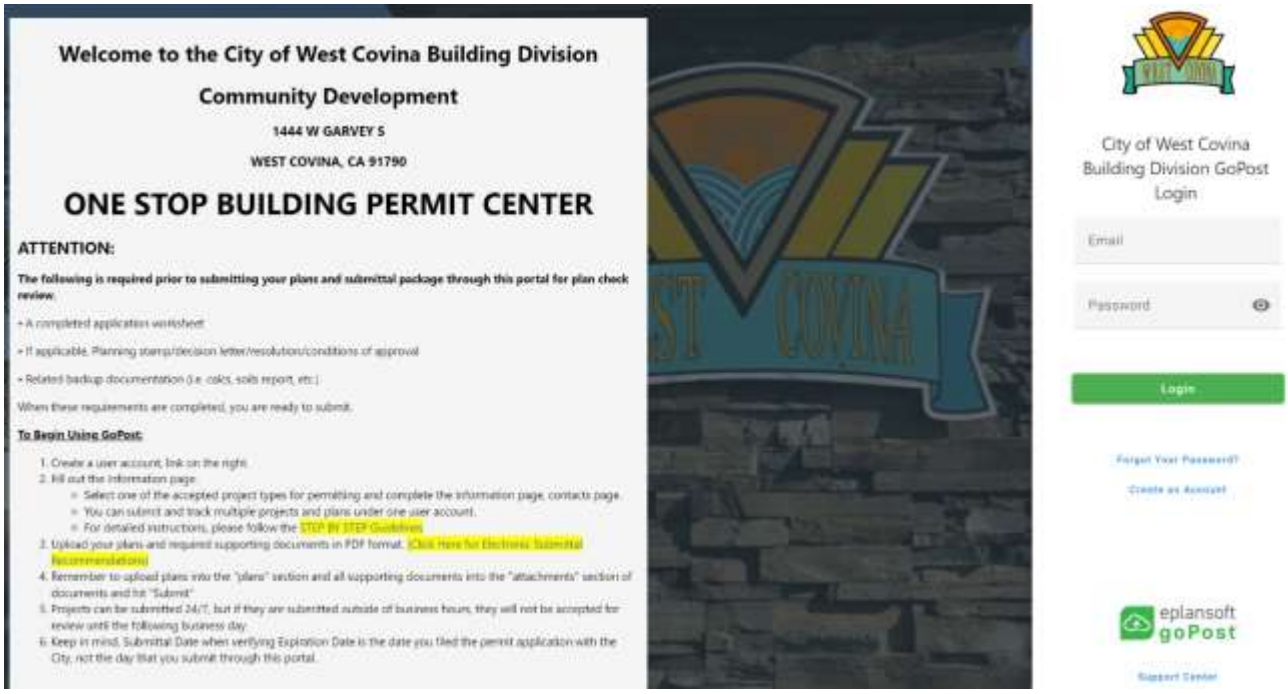
EXAMPLE OF ELECTRONIC PLAN CHECK (e-PlanREVIEW®) IS ATTACHED.

e-PlanREVIEW® / goPost® *This portal allows applicants to apply for permits, upload and submit plans for review, manage document versioning, access reviewer comment reports, and download reviewed and approved plans.*

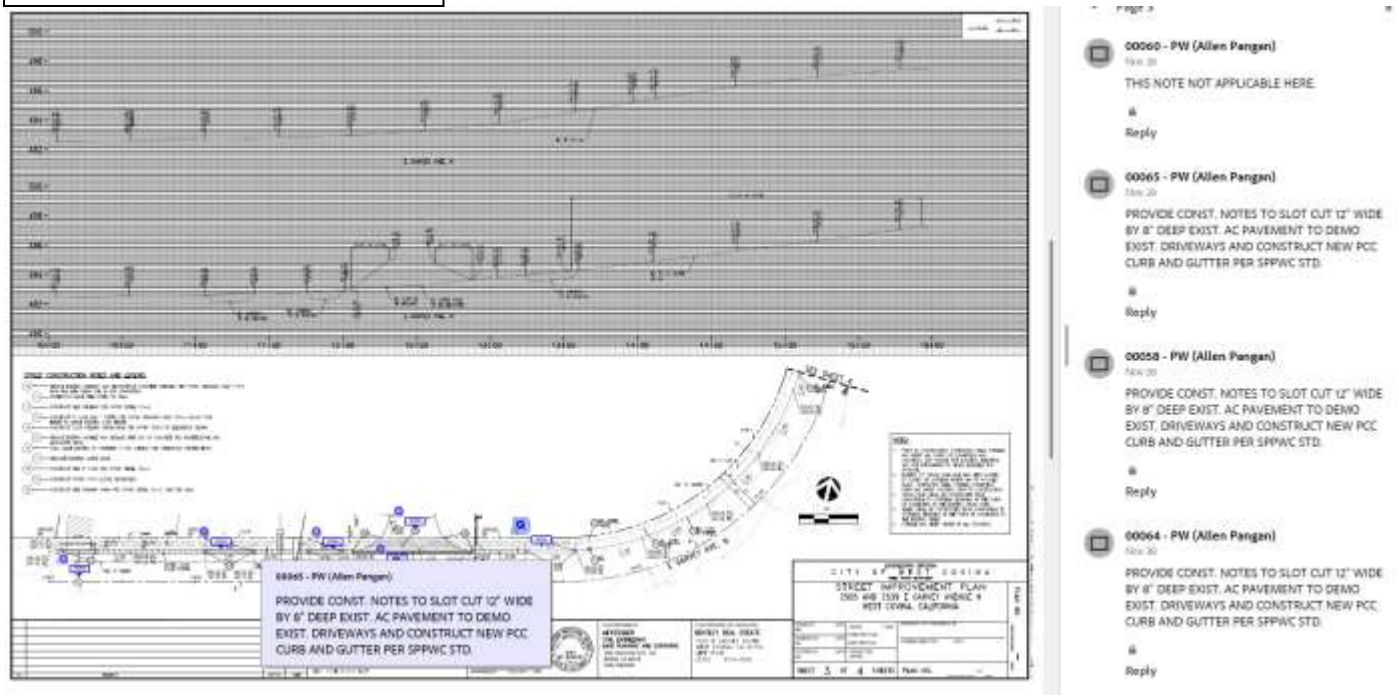
EXAMPLE OF PRINT-OUT OF PLAN CHECK SUBMITTAL LOG/DOCUMENT CONTROL/TRACKING (e-PlanREVIEW® / goPost®) IS ATTACHED.

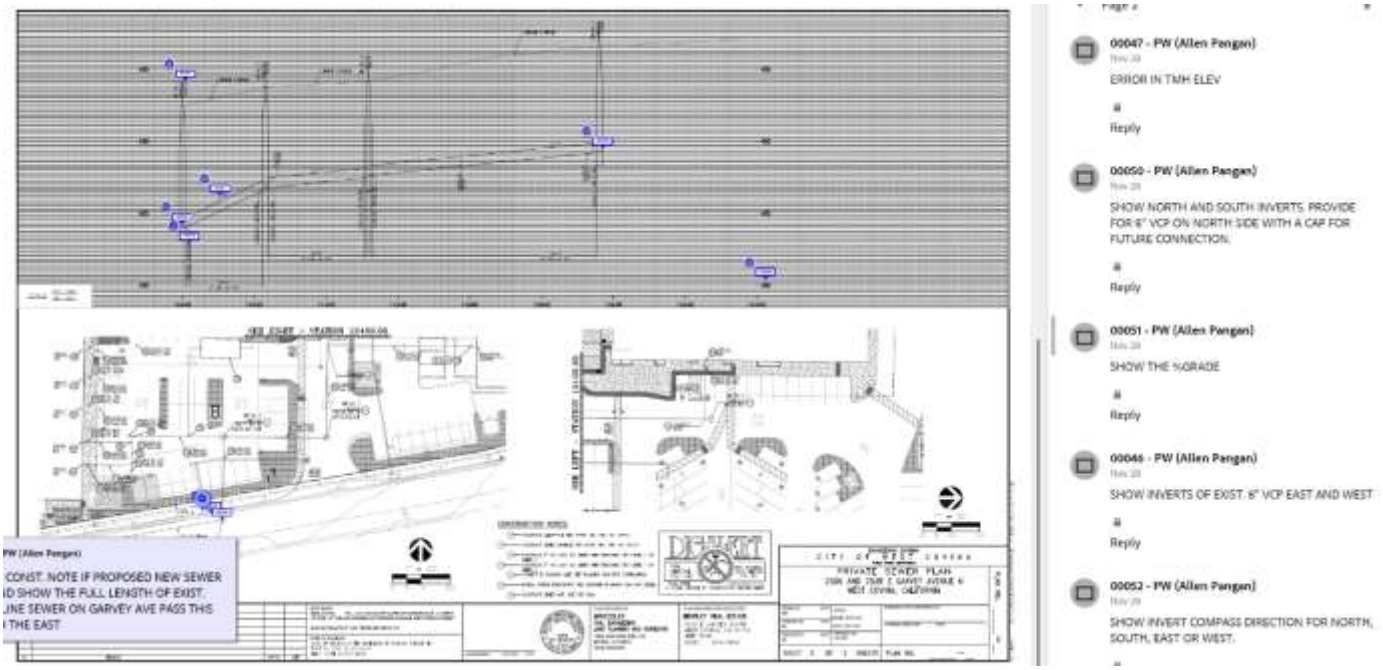
Electronic Plan Check Portal: Transtech provides all Electronic Plan Check. Please *click here* for a sample of our electronic plan check portal at one of our contract Cities. We offer electronic plan check submittal portal to our client cities at no additional cost.

We maintain and manage electronic plan submittal portals for over 30 cities.

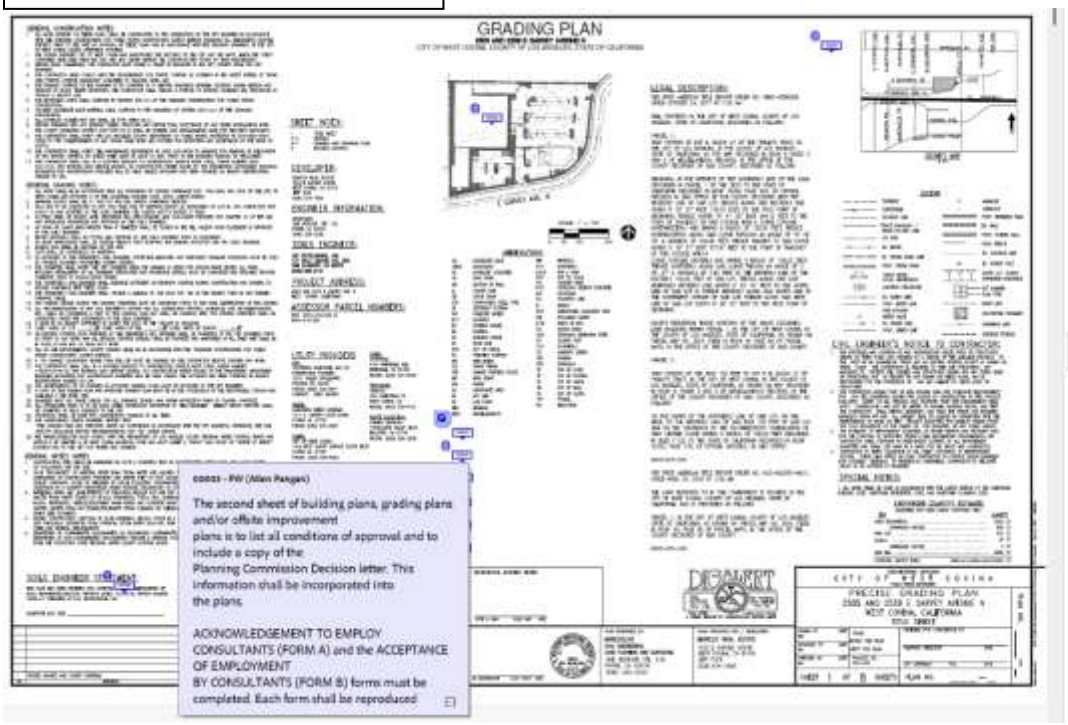


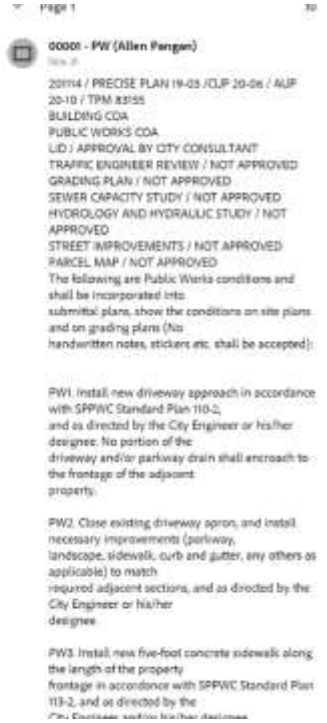
Examples of Electronic Plan Checks

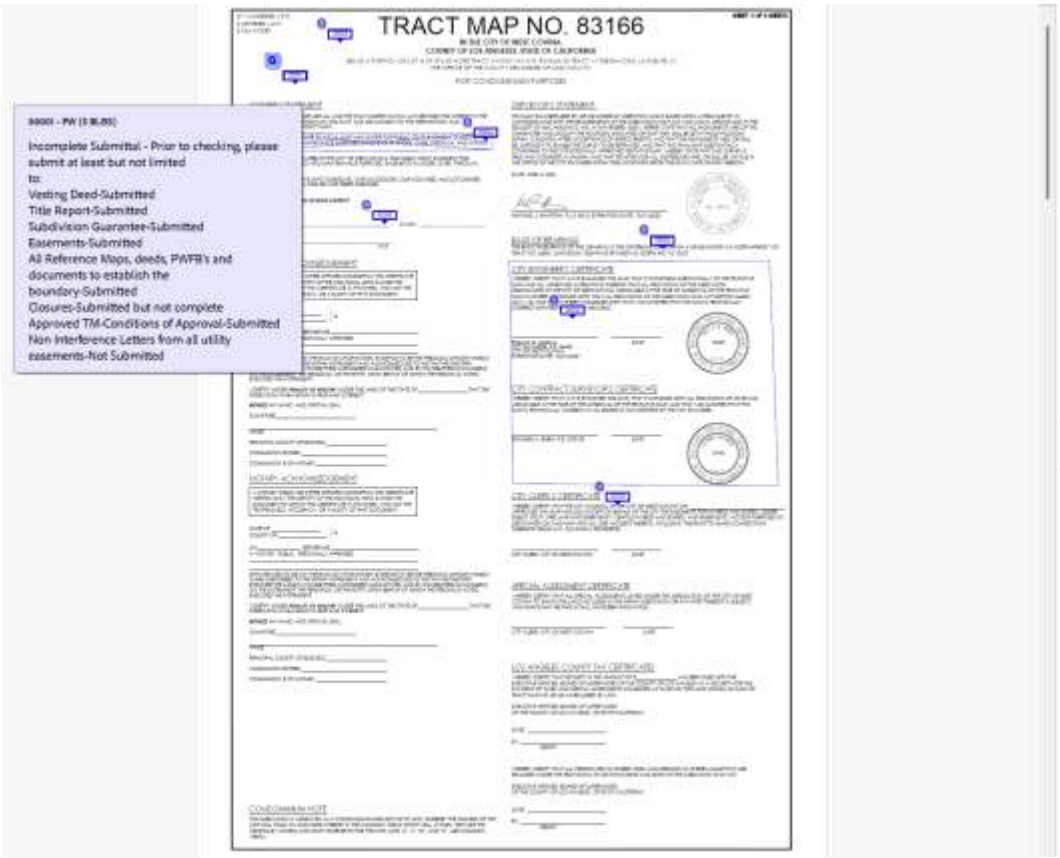


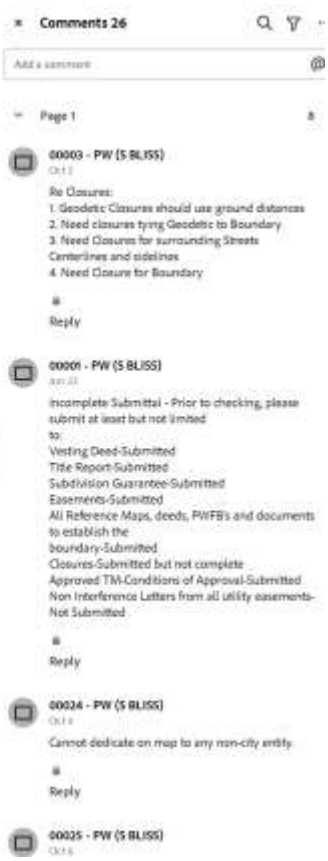


Examples of Electronic Map Checks









4. FEE SCHEDULE

Per PlanetBid proposal submittal portal, FEE SCHEDULE is submitted as a separate document under "COST FILE".

5. EXCLUDED OR SUBCONTRACTED SERVICES

Transtech is a multi-disciplinary service firm, and has the capabilities, staffing and resources to provide all services requested in the RFP. Our multi-disciplinary service capabilities include:

- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Civil Engineering,
- Staff Augmentation
- CIP Program and Construction Management and Inspection
- Grant Writing and Federally Funded Project Management
- Labor Compliance, CDBG Project Management
- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, ROW Eng

Transtech may use specialty subconsultants for the following specialty services:

- **Geotechnical Engineering Support, GEO-ADVANTEC, Inc.;** www.geoadvantec.com: Geo-Advantec offers comprehensive services in various areas from site feasibility evaluation thought project completion for a wide range of projects and services, which include: Geotechnical Eng.; Eng. Geology; Geotechnical Earthquake Eng.; Geotechnical Instrumentation; Pavement Eng.; Forensic Geotechnical Eng.; Grading Monitoring and Field Testing; Soils & Materials Laboratory Testing; Special Inspection Services. Geo-Advantec owns a certified laboratory accredited by AMRL (ASSHTO Materials Reference Laboratory), in conformity to the requirements of the AASHTO Accreditation Program (AAP), AASHTO R-18, ASTM D3740 and ASTM E329; CCRL (Cement and Concrete Reference Laboratory); Caltrans; DSA (the Department of the State Architects); Army Corp of Engineers.
- **Landscape Architecture Support, WITHERS & SANDGREN, LTD; www.withersandsandgren.com**: Withers & Sandgren has been involved in providing varying levels of support to Community Development Departments for over twenty years. The firm has provided counter support for walk in plan reviews, been monthly Design Review Committee attendees, as well as presenters with planning staff to Planning Commissions and City Councils.
- **Funding / Labor Compliance & Grant Writing Support, AVANT GARDE, Inc. (DBE/WBE Firm); www.agi.com.co** Established 15 years ago, Avant-Garde is a progressive full-service public agency firm. The firm is working with various programs and projects throughout the entirety of Southern California, including counties of Los Angeles, Riverside, Orange, and San Bernardino. Transtech works with Avant-Garde exclusively in many Cities for the administration of Fed Funds, Labor Compliance and Grant Writing.
- **Survey Support, VANLENCO, Inc.;** www.vanlenco.com: Vanlenco offers topographic surveying, mapping, terrestrial lidar, UAV services and right-of-way engineering. Vanlenco has been working as one of Transtech's subconsultants and providing support services on many projects.
- **Environmental Consulting Support, ULTRA SYSTEM, Inc. (DBE/WBE Firm);** www.ultrasystems.com: UltraSystems was established in 1994 as a consulting practice specializing in the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), and to assist private industry and governmental agencies navigate environmental regulations. The firm prepares and reviews CEQA and NEPA compliance documents and supporting technical studies
- **Architectural Consulting Support, IDS GROUP, Inc.;** www.idsgi.com: IDS Group is an award-winning multi-discipline architectural firm based in Southern California. IDS has successfully provided turn-key design and management solutions to the building and infrastructure industries with state-of-the-art sustainable projects throughout the United States.
- ***Landfill/Brownfield Development Specialty Services, FEMA Support,* KIMLEY-HORN Associates; https://www.kimley-horn.com:** As one of the nation's premier planning, engineering, and design consulting firms with more than 7,500 staff members in more than 100 offices across the U.S., KHA offers full services in a wide range of disciplines.
  - City of Tallahassee, Indianhead Creek and East Drainage Ditch FEMA LOMR Preliminary Analysis, Tallahassee, FL
  - City of Boynton Beach Heart of Boynton Utility Retrofit FEMA BRIC Grant Project, Boynton, FL
  - City of Decatur, Peavine Creek FEMA Update, Decatur, GA
  - City of Hollywood FEMA BRIC Grant Application – Southern Regional Wastewater Treatment Plant, Hollywood, FL
  - City of Plano, FEMA Appeal Assistance for White Rock Creek, Plano, TX
  - Town of Palm Beach, FEMA Building Resilient Infrastructure and Communities (BRIC) Grant Prep, Palm Beach, FL
  - Midtown Miami Brownfield Redevelopment (includes Hydrogeologic Study, Former Buena Vista Railroad Yard), Miami, FL
  - City of Chandler, Paseo Vista (Chandler Landfill), Chandler, AZ. Working closely with the City and multi-disciplinary design team, KHA provided master planning and preliminary design for the landfill re-use plan
  - MCFCD, Landfill Channel, CLOMR and LOMR, Fort Mohave, AZ. KHA is working with Mohave County to construct a new channel to capture and convey flood flows reach the Mohave Valley Landfill. The goal of the new channel is to remove the FEMA Zone AO (alluvial fan) floodplain from landfill site.

Transtech has worked with all of the above subconsultants on various projects.

6. LIST OF SIMILAR SERVICES COMPLETED

6.a. *Examples of Similar Service and Projects*

Transtech is providing municipal services to approximately 100 public agencies, including serving as Contract City Engineer and Traffic Engineer for many agencies. Transtech has a strong presence in San Gabriel Valley Region, and provide municipal services to several agencies in the San Gabril Valley Council of Governments, including:

- **West Covina** (City Engineer, Traffic Engineer, Building Official, Plan Check, Inspection, CIP Management, Grant Writing and Administration, General Engineering) ***(Please see Proposal Section 6.b. Highlights of Transtech's Engineering Services to City of West Covina since 2019)***
- **Alhambra** (City Engineer, Traffic Engineer, Building Official, Plan Check, Inspection, CIP Management, Grant Writing and Administration, General Engineering)
- **Temple City** (City Engineer, Traffic Engineer, Building Official, Plan Check, Inspection, CIP Management, Grant Writing and Administration, General Engineering)
- **Rosemead** (City Engineer, Traffic Engineer, Building Official, Plan Check, Inspection, CIP Management, Grant Writing and Administration, General Engineering)
- **South El Monte** (City Engineer, Traffic Engineer, Building Official, Plan Check, Inspection, CIP Management, Grant Writing and Administration, General Engineering)
- **Montebello** (City Engineer, Traffic Engineer, Building Official, Plan Check, Inspection, CIP Management, Grant Writing and Administration, General Engineering)
- **Monterey Park** (City Engineer, Traffic Engineer, Building Official, Plan Check, Inspection, CIP Management, Grant Writing and Administration, General Engineering)
- **Glendora** (City Engineer, Traffic Engineer, Plan Check, Inspection, CIP Management, Grant Writing and Administration, General Engineering)
- **El Monte** (Plan Check, Permit Inspection, Traffic Engineering, Construction Management)
- **Azusa** (Building Official, Plan Check, Inspection)
- **Santa Fe Springs** (Building Official, Plan Check, Inspection)
- **Irwindale** (On-call Services)
- **La Canada Flintridge** (Staff Augmentation)
- **Monrovia** (CIP Management)
- **Pasadena** (On-Call Plan Check, Inspection, Engineering Services)
- **San Marino** (Traffic Engineering)
- **South Pasadena** (Building Official, Plan Check, Inspection)

Transtech has experience in various types of projects, such as:

- Street Rehabilitation and Reconstruction
- Traffic Signal and Street Lighting
- ADA Improvements
- Water, Drainage, Sewer Improvements
- Bridges
- Parks and Playgrounds
- Parking Structures
- Community Centers
- Libraries
- City Halls
- Fire Stations
- Renovation of Historic Buildings

Following are examples of other/various types of Projects Representative of Transtech's Diverse Projects Experience:



Washington Boulevard Widening and Reconstruction Project ($38M): Transtech provided Construction Management, Resident Engineer, Inspection, and Office Engineer Services. Located in the City of Commerce, the project included roadway widening, pavement reconstruction, traffic signals, street lighting, landscape, improvements along 2.7 miles of roadway, including improvements at the I-5 and at 710 Freeways ramps. Project funding included Federal, State TCIF-Trade Corridor Investment Fund, METRO Measure R, C Funds. It was managed in compliance with Caltrans LAPM. The project was also a Caltrans Oversight Project.



Rosemead Boulevard Improvements Project ($20M): Transtech provided Construction Management, Resident Engineer, Inspection, and Office Engineer Services. Located in the City of Temple City, the project included protected bike lanes, traffic signals, street lighting, landscape, improvements along 2 miles of roadway. Project funding included Project funding included Federal, METRO Measure R and Prop C Funds. It was managed in compliance with Caltrans LAPM.



Atlantic Boulevard Corridor Improvement Project ($4.5M): Transtech provided Construction Management, Resident Engineer, Inspection, and Office Engineer Services. Located in the City of Temple City, the project included protected bike lanes, traffic signals, street lighting, landscape, improvements along 1 mile of roadway. Project funding included METRO Measure R, C Funds. It was managed in compliance with Caltrans LAPM. The project was also a Caltrans Oversight Project.



Cactus Avenue and Nason Street Improvements and 135' Span Bridge Project ($21M): Transtech provided Construction Management, Resident Engineer, Inspection, and Office Engineer Services. Located in the City of Moreno Valley, the project included street widening and reconstruction, culvert/bridge over flood control channel, utility relocation, traffic signals, street lighting, landscape, improvements along 1.5 miles of roadway. The project was part of the State Local Partnership Program SLPP Grant. It was managed in compliance with LAPM.



State Rte 71/Mission Bl Grade Separation Project ($40M): Transtech provided Construction Management, Resident Engineer, Inspection, and Office Engineer Services. Located in the City of Pomona, the project included construction of a bridge/grade separation. Project funding included Federal Funds. Caltrans was the oversight/jurisdictional Agency. It was managed in compliance with Caltrans LAPM



Bogert Trail Bridge Widening Project ($5M): Transtech provided Construction Management, Resident Engineer, Inspection, and Office Engineer Services. Located in the City of Palm Springs, the project included bridge widening, retrofit, and beautification. Project funding included Federal Funds. It was managed in compliance with Caltrans LAPM.



26th Street Rehab and Metrolink Station ($1M): Transtech provided Construction Management, Resident Engineer, Inspection, and Office Engineer Services. Located in the City of Commerce, the project included improvements Metrolink Station platform, parking lot, landscape and lighting. Project funding included Federal Funds. It was managed in compliance with Caltrans LAPM.



ATP Citywide Crosswalk and Pedestrian Safety Improvement Project ($1.2M): **L**ocated in the City of Cudahy, this project included safe routes to school pedestrian safety improvements near schools and pedestrian activity centers. Transtech provided construction management, resident engineer, inspection, labor compliance and office engineer services.



City of Alhambra Civic Center Library Project ($30M): Transtech provided plan check, inspection, construction management, and owner representative services, the project included construction of a 45,000 SF Library with an underground parking garage.



City of Whittier, Uptown Parking Structure (DBB, Design-Bid-Build Project, Project Value: $12M): The project involved construction of a 4 story, 450 stall parking structure, and includes elements such as bicycle and motorcycle parking and provisions for future photovoltaic panels. The project was delivered as DBB. Transtech served as Construction Manager. This project is located in Whittier.



Renaissance Plaza ($15M): This project was located in the City of Alhambra and included a parking structure, 10 plex movie theater, retail, and plaza. Transtech served as the City's Building Official, Plan Checker and Inspector for this project including construction manager of the parking structure, public plaza, and other improvements.



Rosewood Community Center ($25M): Transtech was retained by the City of Commerce to take over the management of this multimillion-dollar facility which was 2 years behind schedule. Within 5 months, Transtech brought the construction to substantial completion level allowing the City to start the move-in process, and 2 months after, the facility was opened for public use.



Garfield Avenue Parking Structure ($8.5M): This project included a 5-story level, 600 space parking structure as part of the Alhambra Redevelopment Agency and Downtown Redevelopment. Transtech provided plan check, inspection, construction management and owner representative services.



Riverside County Transportation Commission, Corona Main Street Metrolink Parking Structure and Pedestrian Bridge (25M): This project is in Corona and included 6 level, approximately 1,000 space parking structure, and a pedestrian bridge over railroad tracks. Transtech provided inspection and construction management services for the construction of this federally funded project.



City of San Bernardino Santa Fe Depot/Metrolink Parking Structure and Historic Santa Fe Depot Renovation Project ($25M): This project included The Parking Structure involved the construction of a 3-level parking structure for 350 cars. Historic Santa Fe Depot Renovation involved renovation for adoptive reuse of 60,000 sf historical Santa Fe Train Depot.



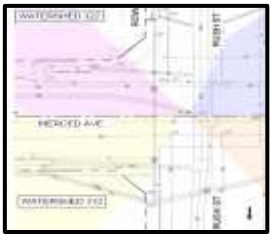
City of West Covina, Friendship Park ($1M, CDBG Funding): New Park and Playground.
Project received 2022 Projects of the Year APWA Award.
Award Category: Recreation and Athletic Facilities.
New, renovated, or modernized parks, outdoor theaters & amphitheaters, playgrounds, sports facilities & fields, nature trails, and aquatic facilities.
Link to Project Info: WEST COVINA FRIEND SHIP PARK

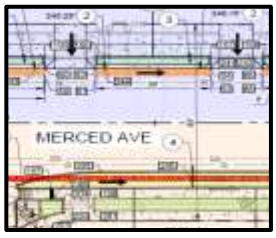




City of Temple City, Primrose Park ($4M, Prop 68 Funding): The project included constructing a new park with playground, landscaping, parking lot, concrete plaza, lighting, drainage, ADA improvements.
Temple City Park ($1M): The project included removing old park site and constructing a new park with playground, landscaping, parking lot, concrete plaza, lighting, drainage, ADA improvements.
Live Oak Park ($35M): This project is currently under construction and will be completed in early 2025. The project included removing old park site and constructing a new park with playground, landscaping, parking lot, concrete plaza, lighting, drainage, ADA improvements.

City of Bell, Pritchard Field Park Project ($4M, Prop 68 Funding): The project includes construction of new park facility including installation of playground equipment with rubberized safety surfacing, outdoor fitness equipment, shade structures, prefabricated restroom/office building, picnic tables, benches, trash receptacles, park lighting. Construction will commence in June 2024.

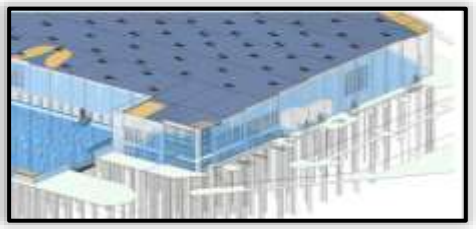




City of South El Monte, Merced Avenue Greenway Improvements Project ($15M). The proposed improvements include **Stormwater Capture And Infiltration** improvements, permeable pavers along Merced Avenue in South El Monte. Project funding CNRA (Prop 68), Water Board (Prop 1), Measure W (Rio Hondo), United States Bureau of Reclamation, and the Rivers and Mountains Conservancy, for a combined total grant amount of $9.9 million,



Agency: CITY OF WEST COVINA
Project: Asteria Residential Development (Valuation $40 m). This development includes 158-unit residential homes.
Transtech is providing Building Official, Plan Check, Inspection, Permit Technician Services. *(Transtech also serves as City's Contract City Engineer, City Traffic Engineer)*



Agency: CITY OF CARSON
Project: The District at South Bay (Valuation $175 m). This development includes Industrial Buildings on 73 acres with 5 industrial building with 1,499492 sq ft and Country Mart project including five (5) restaurant / retail buildings, four (4) drive through restaurants, and one (1) restroom facility building on an approximate 11-acre site. There will be a park component with a performance pavilion, kids playground, event lawn, dog park and gardens. The restroom facility will include public and family restrooms to support the public open space.
Transtech is providing Building Official, Plan Check, Inspection, Permit Technician Services.



Agency: CITY OF ALHAMBRA
Project: Main Street Collection (Valuation $23 m). This development includes 4-story mixed-use project with 8,200 s ft retail space, 52 condos, 9 live/work units, 19 townhomes, and 6 shopkeeper units.
Transtech is providing Building Official, Plan Check, Inspection, Permit Technician Services. *(Transtech also serves as City's Contract City Engineer, City Traffic Engineer)*



Agency: CITY OF ONTARIO
Project: City's Minor League Baseball Stadium and Parking Garage Project (Valuation $100 M).
Transtech is providing Project Building Official, Plan Check, Inspection, Services.



Agency: SAN MANUEL BAND OF MISSION INDIANS TRIBE AND CASINO
Project: Casino Expansion/Development (Valuation $700 m): This project involves Casino's expansion program, which includes casino renovation, new hotel, entertainment center, parking structure, pedestrian bridges, alignment of entry and exit roads, and various other improvements.
Transtech is providing Building Official, Plan Check, Inspection, Services.



Agency: CITY OF AZUSA
Project: The Orchard Mix-Use-Development. (Valuation $55 m). The project included Mixed-use project including 163 residential units, 23,000 S.F. of retail, Laemmle Theater, and parking garage.
Transtech is providing Building Official, Plan Check, Inspection, Permit Technician Services.



Agency: CITY OF COMMERCE
Project: Warehouse with Office Space Development (Valuation $20 m). This development includes one-story of warehouse with mezzanines for office use of 114,898 square feet of total floor area in a 5.65-acre lot.
Transtech is providing Building Official, Plan Check, Inspection, Permit Technician Services. *(Transtech also serves as City's Contract City Engineer, City Traffic Engineer)*



Agency: CITY OF TEMPLE CITY
Project: Blossom Walk Residential Development (Valuation $6 m). This development includes 24-unit condominiums and 4 single family homes.
Transtech is providing Building Official, Plan Check, Inspection, Permit Technician Services. *(Transtech also serves as City's Contract City Engineer, City Traffic Engineer)*



Agency: CITY OF BELL
Project: Residential Development. (Valuation $4 m). This development includes new 14 new two-story detached single-family dwellings.
Transtech is providing Building Official, Plan Check, Inspection, Permit Technician Services.



Agency: CITY OF SOUTH EL MONTE
Project: Chico Residential Development (Valuation $15 m). This development includes 13 buildings with 70 residential units.
Transtech is providing Building Official, Plan Check, Inspection, Permit Technician Services. *(Transtech also serves as City's Contract City Engineer, City Traffic Engineer)*



Agency: CITY OF SOUTH PASADENA
Project: 820 Mission Development LLC (Project Value: $10M). This project is a new office building with one residential unit above, new 15-unit townhome cluster with office fronting Mission Street with one-level subterranean parking, convert existing 3-story industrial building into 9 residential units, construct 13 townhome units.
Transtech is providing Building Official, Plan Check, Inspection, Permit Technician Services.



Agency: SNOQUALMIE INDIAN TRIBE, WASHINGTON
Project: Casino expansion (Valuation $195 m). This development includes 5 phases with 1,188,000 sq ft to include casino remodel, podium, hotel tower, parking structure, valet parking.
Transtech is providing Project Building Official, Plan Check, Inspection, Services.

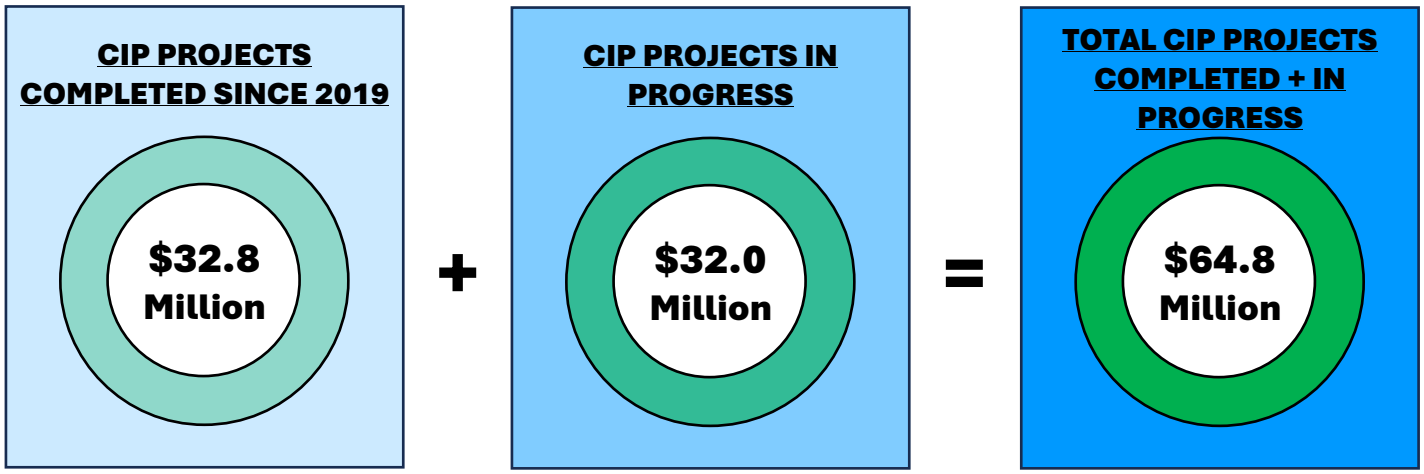


Agency: TEJON INDIAN TRIBE
Project: Hard Rock Casino and Resort (Valuation Phase I, Casino Valuation $800 M; Valuation Phase II, 13 Story High-Rise Resort, Hotel and Hard Rock Love Entertainment Menu, $12. Billion)**.**
Transtech is providing Project Building Official, Plan Check, Inspection, Services.

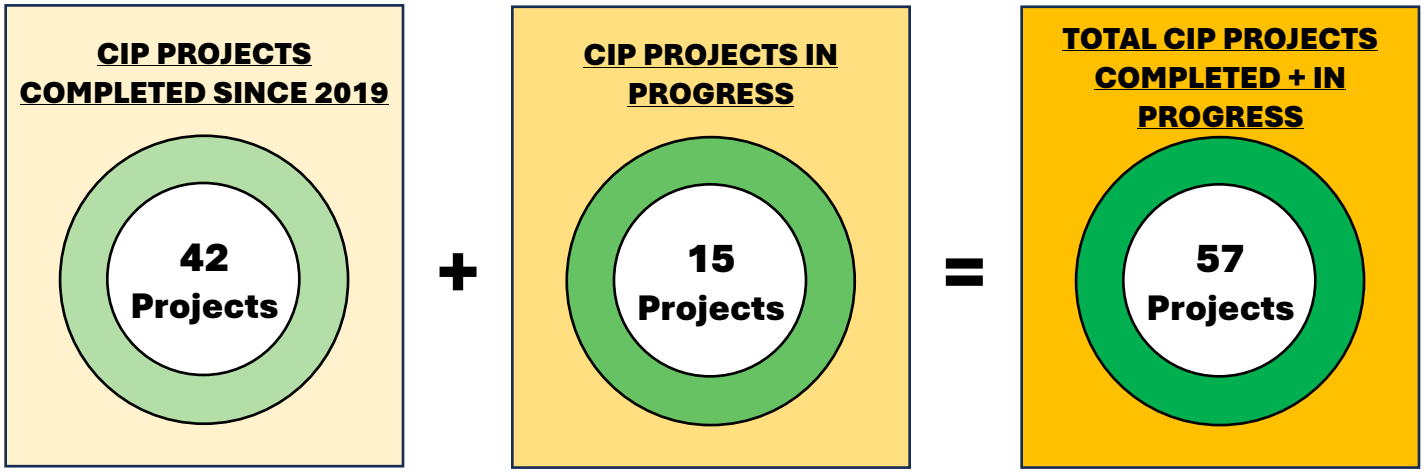
6.b. Highlights of Transtech's Engineering Services to City of West Covina since 2019

Since 2019, Transtech's Engineering team has worked on more than 57 CIP projects with a total project cost of $65 million. Below is a partial list of projects completed and in progress:

Total project cost in million dollars completed and currently in-progress that Transtech has worked on since 2019:



Total number of projects completed and currently in-progress that Transtech has worked on since 2019:



Full Project List of all Completed and Active Projects that Transtech is managing in the City of West Covina:

1. Major Street Rehab – Cameron Avenue (Project No 17003) ($1.0M), completed in 2020.
2. Pedestrian Improvements at Orange and Durness (Project No 19027) ($0.1M), completed in 2020.
3. Fire Station Parking Lot 4 Rehabilitation (Project No 21034) ($0.3M), completed in 2021.
4. Shadow Oak Park Playground (Project No 21027) ($0.2M), completed in 2021.

5. Pavement Management Program 2019 Update ($0.1M), completed in 2020.
6. Cortez Parking Lot Rehabilitation (Project No 19007) ($0.2M), completed in 2020.
7. Residential Street Rehab Annual Program FY 17-18 (Project No 18032) ($1.4M), completed in 2020.
8. Residential Street Rehab Annual Program FY 19-20 (Project No 20011) ($1.1M), completed in 2021.
9. Restroom Renovation at Sr. Center **(CDBG Funded)** ($0.3M), completed in 2021.
10. Cameron Park Restroom (Project No 22024) ($0.2M), completed in 2022.
11. City Hall Restroom (Project No 22023) ($0.1M), completed in 2022.
12. Shadow Oak Park Restroom Improvements (Project No 21030) ($0.4M), completed in 2022.
13. Residential Street Rehab Annual Program FY 20-21(Project No 21020) ($2.1M), completed in 2022.
14. Residential Street Rehab Annual Program FY 21-22 (Project No 22005) **(CDBG Funded)** ($2.5M), completed in 2022.
15. Pedestrian & Vehicle Safety Imp. (Project No 22004) ($0.5M), completed in 2022.
16. Cameron/Barranca Traffic Signal Improvements (Project No 18040) ($0.5M), completed in 2022.
17. Cortez Park Improvements (Project No 22007) ($0.4M), completed in 2022.
18. Sewer Main Replacement - Azusa Ave and Citrus (Project No 21011&21012) ($0.5M), completed in 2022.
19. Friendship Park - Park Improvements (Project No 21035) **(CDBG Funded)** ($1.0M), completed in 2022.
20. Local Road Safety Plan (LRSP) (Project No 22025) ($0.1M), completed in 2022.
21. FY 21-22 Pedestrian and Vehicle Safety Improvements (Project No 22004) ($0.3M), completed in 2022.
22. PalmView, Aroma & Walmerado Parks Playgrounds (Project No 21005) ($0.6M), completed in 2022.
23. Lark Ellen and Grovecenter Pedestrian Imp (Project No 21007) ($0.1M), completed in 2022.
24. La Puente Road/Forecastle Traffic Signal Improvements (Project No 21006) ($0.2M), completed in 2022.
25. Citrus Ave Rehabilitation (with City of Covina) ($0.2M), completed in 2022.
26. Sr. Center Sliding Door Replacement ($0.1M), completed in 2022.
27. Fire Station No 1. Mechanical Building Rollup Door Replacement ($0.1M), completed in 2022.
28. Azusa Sewer Lift Station Upgrade (Project No 17022) ($3.8M), completed in 2023.
29. Sidewalk, Curb & Gutter Repairs (Project No. 21014&15) ($0.5M), completed in 2023.
30. Sportsplex Baseball Field Maintenance (Project No 23011) ($0.1M), completed in 2023.
31. Dispatch Center - New Roof (Project No 21032) ($0.2M), completed in 2023.
32. Walmerado Park Restroom (Project No 22026) ($0.3M), completed in 2023.
33. Pavement Management Program 2023 Update ($0.1M), completed in 2023.
34. FY 22-23 Pedestrian and Vehicle Safety Improvements (Project No 23027) ($0.3M), completed in 2023.
35. Residential Street Rehab Annual Program FY 22-23 (Project No 23014) ($2.5M), completed in 2023.
36. Sewer CIPP Lining at Glenview, Michelle, Azusa Ave (Project No 24004) ($1.2M), completed in 2024.
37. Cortez Park Sports Field Lighting (Project No 22016) ($1.0M), completed in 2024.
38. Residential Street Rehab Annual Program FY 23-24 (Project No 24008) ($5.4M), completed in 2024.
39. Cortez Sr. Center HVAC and Roof Replacement (Project No 24009) **(CDBG Funded)** ($1.7M), completed in 2025.
40. Southside Sewer Main Replacement, Phase 2 (Project No 24005) ($2.5M), design is completed, construction is scheduled in late 2025.
41. ADA Transition Plan (Project No 22017) ($0.5M), completed in 2024.
42. Traffic Signal Improvements at 10 Intersections, HSIP Cycle 10 **(State Funded Project)** (Project No 23028) ($3.8M), design is completed, anticipated project completion in 2026.
43. Street Sweeping Signage Installation (Project No 25015) ($4.0M), scheduled completion in 2025.
44. Badillo and Irwindale Traffic Signal Improvements (with LA County) ($0.4M), scheduled completion in 2026.
45. Citywide Pedestrian Safety Improvements, ATP Cycle 6 **(Federal Funded Project)** ($2.6M), environmental certification is completed, design is in coordination. Anticipated project completion in 2026.
46. Fire Station 1 Replacement Design (Project No 23002) ($0.8M), scheduled completion in 2026.
47. 2024 Annual Concrete Sidewalk, Curb & Gutter Repair Program (Project No 21014&15) ($0.3M), completed in 2025.
48. Friendship Park Restroom & Park Improvements Design (Project No 23006) ($0.2M), scheduled completion in late 2025.

49. Citywide Pedestrian & Vehicle Traffic Safety Improvements FY24-25 (Project No 23027) ($0.3M), completed in 2025.
50. Residential Street Rehab Annual Program FY 24-25 (Project No 25001) ($5.4M), design is completed, anticipated completion in 2026.
51. Residential Street Rehab Annual Program FY 25-26-27 **(CDBG Funded)** ($9.0M), design is in progress, anticipated completion in 2026.
52. BKK Retention Basin (Project No 23021) ($0.1M), scheduled completion in 2025.
53. City Hall ADA Improvements Design Project (Federal Funded) ($0.3M), scheduled completion in 2025.
54. Multi-Park LED Sign Installation Project (Federal Funded) ($0.4M), scheduled completion in 2025.
55. Cortez Park Pathway Lighting (Project No 22015) (Federal Funded) ($0.2M), scheduled completion in 2025.
56. 2024 Annual Concrete Sidewalk Phase 2, Curb & Gutter Repair Program (Project No 21014&15) ($0.3M), scheduled completion in 2025.
57. Trash Capture Device Installation (Project No 25016) ($2.0M), scheduled completion in 2025.

Street Pavement (Asphalt) Rehabilitation Projects Completed and In Progress by Transtech in West Covina:

- ✓ *Since 2019, total street pavement area rehabilitated to date (including current projects in progress) is **20.8 million square feet**, consisting of **44% of total pavement areas within the City**.*
- ✓ *Improvements included **11.7 million square feet of slurry seal**, **9.1 million square feet of asphalt resurfacing** with approximately **112,000 tons of asphalt** overlaid to date.*

CITY OF WEST COVINA
PAVEMENT REHABILITATION PROJECTS COMPLETED BY TRANSTECH SINCE 2019
August 2025 Update

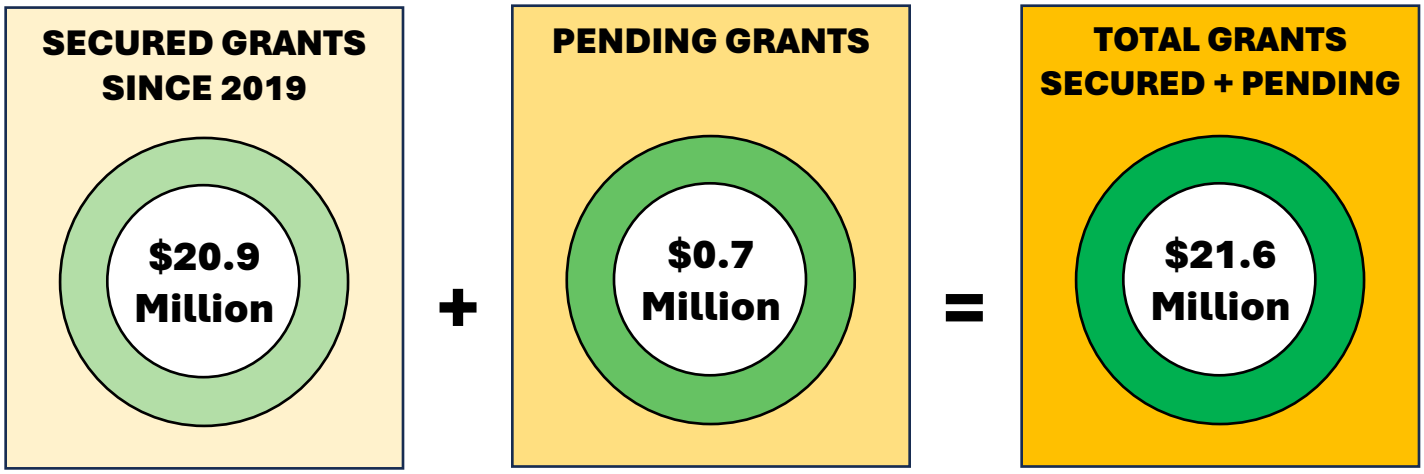
Project	Improvement Type	Pavement Area Rehabilitated			Total Project Cost	Remarks
FY 2017-18 Residential Street Rehabilitation	Slurry Seal	420,000	**1,180,000**	**Square-feet**	**$1,500,000**	Completed in 2020
	Asphalt Resurfacing	760,000				
FY 2019-20 Residential Street Rehabilitation	Slurry Seal	1,390,000	**1,643,000**	**Square-feet**	**$1,250,000**	Completed in 2021
	Asphalt Resurfacing	253,000				
FY 2020-21 Residential Street Rehabilitation	Slurry Seal	1,200,000	**1,850,000**	**Square-feet**	**$2,000,000**	Completed in 2022
	Asphalt Resurfacing	650,000				
FY 2021-22 Residential Street Rehabilitation (CDBG)	Slurry Seal	2,050,000	**2,830,000**	**Square-feet**	**$2,500,000**	Completed in 2022
	Asphalt Resurfacing	780,000				
FY 2022-23 Residential Street Rehabilitation	Slurry Seal	880,000	**2,750,000**	**Square-feet**	**$3,900,000**	Completed in 2023
	Asphalt Resurfacing	1,870,000				
FY 2023-24 Residential Street Rehabilitation	Slurry Seal	1,300,000	**3,500,000**	**Square-feet**	**$5,400,000**	Completed in 2024
	Asphalt Resurfacing	2,200,000				
FY 2024-25 Residential Street Rehabilitation	Slurry Seal	145,000	**1,345,000**	**Square-feet**	**$5,400,000**	Design is completed, construction to be completed in 2026.
	Asphalt Resurfacing	1,200,000				
FY 2025-26-27 Residential Street Rehabilitation (CDBG)	Slurry Seal	4,250,000	**5,650,000**	**Square-feet**	**$9,000,000**	Design is in progress, construction to be completed in 2026.
	Asphalt Resurfacing	1,400,000				
	Totals		**20,748,000**	**Square-feet**	**$30,950,000**	

PAVEMENT MANAGEMENT PROGRAM WORK SUMMARY
STREET SURFACES REHABILITATED COMPARED TO TOTAL CITY-WIDE STREET SURFACES

Total Street Pavement area rehabilitated	**20,748,000**	Square-feet	**44%**	**of Total Street Pavement area of entire City was rehabilitated in the past 5 years.**
Total Street Pavement area for entire City	**47,267,942**	Square-feet (Source: City's Pavement Management Program Report)		

Transtech's Grant Writing Success in West Covina:

Total Grant Funding for Projects that Transtech has secured and Total Grant Funding Currently In-progress that Transtech has gotten for the City:



Grant Name	***Project Name***	***Grant Amount***	***Status***
ATP Cycle 6 Funding ***(Federal Funds)***	*Citywide Pedestrian Safety Improvements*	*$2.6M*	*Funding secured, project programming is in progress.*
HSIP Cycle 10 Funding ***(State Funds)***	*Traffic Signal Improvements at 10 Intersections*	*$3.8M*	*Funding secured, construction is anticipated to be completed in 2026.*
Local Road Safety Plan (LRSP) ***(State Funds)***	*Local Road Safety Plan*	*$0.1M*	*Project completed.*
Community Project Funding (CPFCDS) Program, FY 23, ***(Federal Funds)***	*Azusa Ave Pedestrian Accessibility & Signal Sync. Improvements*	*$7.0M*	*Funding secured, design phase is in progress.*
Community Project Funding (CPFCDS) Program, FY 24, ***(Federal Funds)***	*Cameron Complete Street Improvements*	*$1.0M*	*Funding secured, project programming is in progress.*
HSIP Cycle 12 Funding ***(State Funds)***	*Citywide Traffic Signal Improvements*	*$4.7M*	*Funding secured, project programming is in progress.*
Measure M MSP Cycle 3 ***(State Funds)***	*Citywide Pedestrian Safety Improvements*	*$1.7M*	*Funding secured, project programming is in progress.*
TOTAL SECURED GRANT FUNDS AMOUNT TO DATE:			***$20.9M***
California Natural Resources Agency, Department of Parks and Recreation – Land and Water Conservation Fund ***(Federal Funds)***	*Del Norte Park Improvements Project*	*$0.7M*	*Funding application was submitted in August 2025, results are not announced yet.*
TOTAL CURRENT GRANTS FUNDS AMOUNT APPLICATIONS IN PROGRESS			***$0.7M***
TOTAL SECURED GRANT FUNDS AMOUNT TO DATE AND TOTAL CURRENT GRANTS FUNDS AMOUNT APPLICATIONS IN PROGRESS			***$21.6M***

City of West Covina received 2 APWA B.E.S.T. PROJECT OF THE YEAR award for projects managed by Transtech:

2024 APWA BEST AWARD project

- ✓ **2024 APWA AWARD WINNING PARK PROJECT MANAGED BY TRANSTECH CORTEZ PARK SPORTS FIELD RENOVATION, City of West Covina, Completed in June 2024**
  Project received 2024 Projects of the Year APWA Award
  Award Category: Recreation and Athletic Facilities. New, renovated, or modernized parks, outdoor theaters & amphitheaters, playgrounds, sports facilities & fields, nature trails, and aquatic facilities.



2022 APWA BEST AWARD project:

- ✓ **2022 APWA AWARD WINNING PARK PROJECT MANAGED BY TRANSTECH FRIENDSHIP PARK REHABILITATION, City of West Covina, Completed in June 2022**
  Project received 2022 Projects of the Year APWA Award
  Award Category: Recreation and Athletic Facilities. New, renovated, or modernized parks, outdoor theaters & amphitheaters, playgrounds, sports facilities & fields, nature trails, and aquatic facilities.



6.c. Transtech's Commitment to the City of West Covina and Community Engagement

At Transtech, our dedication to the City of West Covina transcends the delivery of exceptional engineering services. We firmly believe that active participation in community life is vital to fostering the growth, health, and well-being of the cities we serve. This commitment is a core value at Transtech, and we take immense pride in being an engaged and supportive member of the West Covina community.

Throughout our partnership with West Covina, over the last 6 years, we have consistently demonstrated our commitment through active involvement in a wide range of civic and community events. Our engagement includes supporting and participating in key City initiatives, such as:

- ✓ **2020 State of the City and School Districts Breakfast**
- ✓ **2020 Public Safety Awards Recognition Luncheon**
- ✓ **2020 Adopt a Senior Donation, Senior Emergency Program**
- ✓ **2021 West Covina State of the City & Employee Recognition**
- ✓ **2022 City of West Covina's Spring Festival**
- ✓ **2022 Anniversary Banquet**
- ✓ **2022 Easter Party**
- ✓ **2022 4th of July Heroes Parade and Street Fair**
- ✓ **2022 West Covina State of the City & Employee Recognition**
- ✓ **2022 West Covina Employee Team Building Event**
- ✓ **2022 West Covina Regional Mega Health and Wellness Fair**
- ✓ **2023 West Covina State of the City & Employee Recognition**
- ✓ **2023 West Covina Centennial Celebration & Dinner**
- ✓ **2023 1st Annual West Covina Moon Festival**

- ✓ **2023 Sacred Heart Festival**
- ✓ **2024 2nd Grade Visit to the Engineering & Building & Safety Department**
- ✓ **2024 2nd Annual West Covina Moon Festival**
- ✓ **2024 West Covina State of the City & Employee Recognition**
- ✓ **2025 Film It West Covina 7th Annual Film Festival**
- ✓ **2025 West Covina State of the City & Employee Recognition**

These events highlight our ongoing commitment to not just being a service provider but a true partner in the community. Whether through participation in celebrations, supporting local causes, or providing educational opportunities for youth, our goal is to contribute to the vibrancy and quality of life in West Covina.

Our overarching aim is to continue serving as your trusted consultant, delivering exceptional technical services while remaining an active and engaged partner in making West Covina an ideal place to live, work, and play. We remain deeply committed to strengthening our partnership with the City and its residents, and we are always eager to receive input on how we can best serve the community's needs now and in the future.

At Transtech, we believe that our role as a service provider to the City of West Covina goes beyond the technical and engineering expertise we offer. We see ourselves as an integral part of the community, dedicated to contributing to its growth, vibrancy, and overall well-being. Our commitment to West Covina is not just about being a service provider; it's about fostering a deep and lasting partnership that benefits every resident and enhances the quality of life in the city.

Grant Funding Initiatives – Over $13.5 Million Secured! We take immense pride in our successful efforts to secure over **$13.5 million in grant-funded projects** dedicated to enhancing the safety and efficiency of West Covina's transportation infrastructure. These projects, made possible through our expertise in navigating complex federal and state grant programs, focus on critical transportation initiatives that directly contribute to the safety and well-being of the City's residents.

Our achievements include securing funding through prestigious **Federal Grant Programs** such as the **Active Transportation Program (ATP)**, which supports projects aimed at increasing non-motorized transportation options, and the **Community Project Funding/Congressionally Directed Spending (CPFCDS) Program**, which addresses essential community infrastructure needs. Additionally, we have leveraged State Grant Programs like the **Highway Safety Improvement Program (HSIP)** and the **Local Road Safety Plan (LRSP)** programs to fund projects that enhance roadway safety, reduce traffic-related fatalities and injuries, and improve the overall transportation network in West Covina.

These grants not only reflect our technical proficiency in preparing competitive applications but also our deep understanding of the City's transportation needs and our commitment to securing the necessary resources to address them. Our successful track record underscores our role as a proactive partner in advancing West Covina's infrastructure goals. Moreover, our work is far from finished. We currently have **an additional $7.4 million in grant applications in progress**, which, if successful, will further bolster our ability to implement transformative transportation projects within the City. These efforts are part of our ongoing commitment to securing the funding necessary to support West Covina's vision for a safer, more connected, and more resilient community. In total **Transtech has applied for $20.9 million in grant funding on behalf of the City.**

Active Participation in Civic and Community Life: Since our partnership with West Covina began, Transtech has consistently demonstrated a strong commitment to community involvement. We understand that thriving communities are built on active participation and engagement, and we have made it our mission to be present and involved in the life of the city. This includes our support and participation in numerous civic events that celebrate the city's heritage, recognize its achievements, and bring the community together.

For instance, our involvement in the **State of the City and School Districts Breakfast** and the **West Covina's annual State of the City Address & Employee Recognition** events underscores our dedication to staying connected with the City's leadership and its vision for the future. These events offer a platform for us to engage directly with city officials, educators, and other stakeholders, ensuring that our services are aligned with the city's long-term goals and priorities.

It also highlights our continuous community support to the City at these important events.

We also take pride in participating in events that honor the City's public servants and heroes. The Public Safety Awards Recognition Luncheon is one such event where we joined the community in acknowledging the dedication and bravery of West Covina's public safety personnel. By being a part of such events, we not only show our appreciation for those who serve the city but also reinforce our commitment to contributing to a safe and secure community.

Support for Social Causes and Community Programs: Transtech is also deeply committed to supporting the needs of West Covina's most vulnerable residents. During the challenging times of 2020 pandemic, we were proud to participate in the **Adopt a Senior Donation, Senior Emergency Program**. This initiative was crucial in providing essential support to senior citizens who were particularly affected by the uncertainties brought about by the pandemic.


City of West Covina
Certificate of Recognition
TRANSTECH ENGINEERING
for their thoughtfulness and generous donation to Adopt a Senior Program


City of West Covina
Certificate of Recognition
WEST COVINA HEALTH & WELLNESS FAIR
October 9, 2022
Transtech
With Grateful Appreciation

In addition to social causes, we actively support community-building events that foster a sense of belonging and pride among residents. Our participation in the **City of West Covina's Spring Festival**, **Easter Party**, and the **1st Annual West Covina Moon Festival** exemplifies our commitment to celebrating the City's diversity and cultural richness. These events bring residents together in a spirit of unity and joy, and we are honored to play a role in making them successful.

Investing in the Future Through Youth and Education: We believe that the future of West Covina lies in the hands of its young people, and we are dedicated to investing in their success. Transtech has a long-standing tradition of supporting educational initiatives that inspire and empower the next generation. Our team had so much fun with the **2nd Grade Visit to the Engineering & Building & Safety Department** and reflects our commitment to providing young students with hands-on learning experiences that spark their interest in engineering and public service.

Building Lasting Relationships with the Community: One of the cornerstones of our approach at Transtech is building and maintaining strong, lasting relationships with the communities we serve. In West Covina, we have established ourselves as a trusted partner not only in providing technical services but also in contributing to the community's overall well-being. Our regular participation in events such as the **4th of July Heroes Parade and Street Fair, West Covina's Centennial Celebration & Dinner,** and **West Covina's Regional Mega Health and Wellness Fair highlights** our ongoing commitment to being a visible and active presence in the community.

We recognize that our work impacts the daily lives of West Covina's residents, and we take this responsibility seriously. Transtech's community involvement in West Covina is a testament to our dedication to being more than just a service provider. We are a committed partner, deeply invested in the success and well-being of the city and its residents. Our ongoing engagement in civic, social, and educational initiatives reflects our belief that a thriving community is built on strong partnerships and active participation. We look forward to continuing our collaboration with the City of West Covina, working together to create a brighter future for all who call this community home.

Below are some highlights of our community events and photos:

	**Film It West Covina 7th Annual Film Festival!** Transtech was honored to attend and support the 7th Annual *Film It West Covina* Film Festival, "*Journey: A Road to Transformation.*" The evening was filled with creativity and inspiration as we connected with local filmmakers and experienced their powerful stories brought to life on the big screen. The festival was a true celebration of community talent and the arts in West Covina.

	**West Covina State of the City 2024!** *The Transtech team was honored to attend and support the 2024 State of the City & Employee Recognition event - "Embracing Diversity, Cultivating Unity"! Our team was honored to engage with city officials, businesses, community organizations, and most importantly, residents of this great city while celebrating the City's accomplishments and shared vision for the future. It was a wonderful celebration of the City's progress and the partnerships that continue to move West Covina forward.*
	**2nd Graders Visit the Engineering and Building & Safety Team at the City of West Covina!** Transtech prepared backpacks and a presentation for local 2nd graders who visited City Hall as part of their field trip. We are proud of our partnership with the City of West Covina and had a great time welcoming local 2nd graders to City Hall to learn more about local government. Our Building & Safety and Engineering staff got to share what their respective departments do for the City and the residents we serve. The day's highlight was sending each student home with a fun school bag filled with essential supplies and some holiday treat. This was a positive and wondering event to be part of and we hope this experience inspired these students to be tomorrow's City Engineer or Building Official.
	**West Covina Staff Team Bonding Event!** Transtech had a wonderful time participating and supporting the City's Team Bonding event by providing food and snacks for the City Team. At Transtech, our staff truly feels part of the City Family, seeing ourselves as an extension of City Staff.
	**City of West Covina's 1st Annual Spring Festival!** The Transtech Team had a wonderful time at the City of West Covina's 1st Annual Spring Festival. Friends and family alike came out to enjoy a beautiful weekend filled with carnival rides, music, and over 150 food & retail vendors. We love being part of the communities we serve!

	**West Covina Centennial Celebration & Dinner!** The Transtech Team has a wonderful time at the City of West Covina Centennial celebration and congratulates the City on their 100th Year Celebration and their State of the City! The Transtech Team had an amazing time celebrating together and hearing about all of the spectacular accomplishments in the City over this past yar! We are proud partners of this great City and of this wonderful Community!
	**West Covina State of the City 2022!** Transtech continues to support the City's State of the City at the highest sponsorship level. Our team has a wonderful time at the 2022 State of the City celebrating so many exciting things happening in the City. The Transtech Team came to support this amazing community of over 100,000 residents!
	**West Covina State of the City 2021!** Transtech continues to support the City's State of the City at the highest sponsorship level. Our team has a wonderful time at the 2021 State of the City celebrating so many exciting things happening in the City. The Transtech Team came to support this amazing community of over 100,000 residents.

6.d. Project Staff Qualifications

6.d.1. Staffing Approach

Transtech staffing approach is designed to provide the requested services in:

✓ HIGH QUALITY ✓ TIMELY ✓ EFFICIENT ✓ COST-EFFECTIVE ✓ CUSTOMER FRIENDLY

manner, which are 5 pillars of our service approach.

Our staffing allocation is structured to maintain responsive services and communication with City at all times:

- Contract Principal
- Designated Sr. Engineers as Task Leads
- Secondary/backup task leads when needed
- Support Staff
- Designated on-site Staff
- Specialty subconsultants if any specialty services are needed
  - Funding / Labor Compliance & Grant Writing Support: AVANT GARDE, Inc. (DBE/WBE Firm); www.agi.com.co
  - Geotechnical Engineering Support: GEO-ADVANTEC, Inc.; www.geoadvantec.com
  - Landscape Architecture Support: WITHERS & SANDGREN, LTD; www.withersandsandgren.com
  - Survey Support: VANLENCO, Inc.; www.vanlenco.com
  - Environmental Consulting Support: ULTRA SYSTEM, Inc. (DBE/WBE Firm); www.ultrasystems.com
  - Architectural Consulting Support: IDS GROUP, Inc.; www.idsgi.com
  - Landfill/Brownfield Development Specialty Services, FEMA Support; https://www.kimley-horn.com

6.d.2. *Staff Qualifications*

Transtech has a large pool of well experienced staff with credentials and certifications and proven track record in providing City Engineering Services in a timely, efficient, cost-effective and customer friendly manner:

- Our staff and resources include **approximately 200 professionals**, including project managers, civil engineers, designers, traffic and transportation analysts, technicians plan and map checkers, surveyors, inspectors, construction managers, building officials, building plans examiners, building inspectors, planners and support personnel.
- One of the unique qualifications of Transtech is that we serve public agencies as municipal contract service providers. **Several of our senior staff members have previously worked for Public Agencies in various capacities, such as Public Works Director, City Engineer, City Traffic Engineer, CIP Manager, Building Official, Planner, and various other capacities.**
- We have extensive **experience working with Public Agencies in similar assignments**. We are **accustomed to working with governmental agencies**, and have a **good understanding of public agency issues, procedures, and policies**.

Licenses and Certificates of the Firm and Staff Members in Diversified Fields:

Several of our engineers are licensed as Professional Engineers by the State of California Board for Professional Engineers, Land Surveyors, and Geologists (BPELSG).

Our staff professional licenses, registrations and certifications include:

- PE (Licensed Civil Engineer
- TE (Licensed Traffic Engineer)
- PLS (Licensed Land Surveyor)
- QSD (Construction General Permit Qualified SWPPP Practitioner)
- QSP (Construction General Permit Qualified SWPPP Developer)
- QISP (Industrial General Permit Qualified Industrial Stormwater Practitioner)
- PMP (Professional Transportation Planner)
- RSP (Registered Safety Professional)
- CASp (Certified Access Specialist)
- PMP (Certified Project Management Professional)
- CPSWQ (Certified Professional in Storm Water Quality

- CPESC (Certified Professional in Erosion and Sediment Control)
- LEED AP (Professional with specialty credential with knowledge in green building practices
- Registered Construction Inspector by American Construction Inspectors Association
- Certified International Municipal Signal Association "IMSA" level III Technician

Also, several of our staff members are certified by the International Code Council (ICC).

Building Official Certifications:

- ✓ Certified Master Code Professional
- ✓ Building Code Official
- ✓ Building Official

Plan Check Certifications:

- ✓ Residential Building Plans Examiner
- ✓ Commercial Building Plans Examiner
- ✓ California Building Plans Examiner
- ✓ Certified Sustainability Professional
- ✓ CalGreen Plans Examiner
- ✓ Accessibility Plans Examiner
- ✓ Commercial Energy Conservation Plans Examiner
- ✓ Residential Plans Examiner
- ✓ Mechanical Plans Examiner
- ✓ Plumbing Plans Examiner
- ✓ Electrical Plans Examiner

Inspection Certifications:

- ✓ Combination Inspector
- ✓ Commercial Building Inspector
- ✓ Residential Building Inspector
- ✓ Accessibility Inspector
- ✓ Commercial Energy Conservation Inspector
- ✓ Electrical Inspector
- ✓ Commercial Electrical Inspector
- ✓ Residential Electrical Inspector
- ✓ Residential Energy Conservation Inspector
- ✓ Residential Building Inspector
- ✓ Residential Mechanical Inspector
- ✓ Mechanical Inspector
- ✓ Commercial Mechanical Inspector
- ✓ Plumbing Inspector
- ✓ CalGreen Inspector
- ✓ Building Inspector CBC
- ✓ Building Inspector UBC
- ✓ Plumbing Inspector UPC
- ✓ California Building Inspector
- ✓ California Commercial Plumbing Inspector
- ✓ California Residential Mechanical Inspector
- ✓ California Residential Mechanical Inspector

Additional Inspection Certifications:

- ✓ IAPMO Plumbing, Mechanical Inspector
- ✓ Fire Code Inspector
- ✓ Fire Inspector II
- ✓ California UST Inspector

Permit Technician Certification:

- ✓ Permit Technician

CACEO Certified Code Enforcement Officer

State of California Safety Assessment Program:

CalOES SAP Evaluator

6.d.3. Key Staff Organization Chart

Contract Principal/Primary CITY ENGINEER

AHMAD ANSARI, PE, Sr. Engineer



- ✓ 30 yrs of experience
- ✓ Prior experience includes working for public agencies as City Eng, PW Director, City Manager
- ✓ Has been serving as Contract Principal for West Covina for 6 years

Primary CITY TRAFFIC ENGINEER

BAHMAN JANKA, TE, Sr. Traffic Engineer



- ✓ 35 yrs of experience
- ✓ Prior experience includes working for public agencies, including as City Traffic Engineer and Transportation Director
- ✓ Has been serving as **Primary CITY TRAFFIC ENGINEER** for West Covina for 5 years

Primary CIP MANAGER

OKAN DEMIRCI, PE, QSD/P, Sr. Engineer



- ✓ 15 yrs of experience
- ✓ Oversees CIP Management Operations and Staff.
- ✓ Extensive Exp. In State/Fed Funded Projects.
- ✓ In 2024, delivered $25M CIP Projects to completion, and $31M CIP Projects in progress in West Covina.
- ✓ Has been serving as **Primary CIP MANAGER** for West Covina for 6 years

Sr. Staff Members - Back-up and Advisory, when needed

TERRY RODRIGUE, PE, TE, Sr. Engineer



- ✓ 30 yrs of experience
- ✓ **Founder of Interwest Consulting.** Sold Interwest to Safe-Built appr. 6 years ago. Recently joined Transtech as a Principal
- ✓ Served as Contract City Engineer, PW Director for several cities

RAY CASEY, PE, Sr. Engineer



- ✓ 30 yrs of experience
- ✓ Prior experience includes working for public agencies as City Engineer, PW Director, City Manager

JOHN OSKOUI, PE, Sr. Engineer



- ✓ 30 yrs of experience
- ✓ Prior experience includes working for public agencies as City Engineer, PW Director

CALTRANS Coordination

ALI ZAGHARI, PE, PMP, Sr. Engineer



- ✓ 35 yrs of experience
- ✓ Prior experience includes working for Caltrans Distr 7, Transp. Management & Operations at various capacities, including as Dep. Distr. Dir, Traffic Ops

Public Relations, Coordination with LA County

PAMELA MANNING, Public Relations, Coordination with LA County County (Scope of Services Task 15)



- ✓ 25 yrs of experience
- ✓ Former LA County, Strategic Bus Relations Manager, Chief Fleet Manager, Employee Health and Safety Manager

Director Municipal Services

MELISSA DEMIRCI, Principal



- ✓ 15 yrs of experience
- ✓ Serves as Public Relations and Grant Writing and Funding Administration Coordinator
- ✓ Since 2019, obtained $21M grant funds for West Covina.

Key Support Staff

MICHAEL DAVID LLOYD, PE, TE, QSD/P, Sr. Eng/City Engineering Support



- ✓ 30 yrs of experience
- ✓ Prior experience includes working for public agencies.
- ✓ Has served as City Engineer for West Covina for 2 years.

BRIAN CERVANTES, EIT, MBA, On-site Support, Associate Eng., Proj. Management. Inspection, Permits, Office Eng



- ✓ 6 yrs of experience
- ✓ BS, Civil Eng, CalPoly
- ✓ Has served as on-site support staff at West Covina for 4 years

JANA ROBBINS, PTP, RSP, Principal Traffic/Transp Planner



- ✓ 25 yrs of experience
- ✓ Serves as Sr. Traffic and Transp. Planner. at TT Contr. Cities
- ✓ Has served as Traffic Eng/Transportation Planning support staff at West Covina for 6 years

MICHAEL ACKERMAN, PE, QSD/P, QISP, Sr. Engineer



- ✓ 25 yrs of experience
- ✓ Prior experience includes working for public agencies & Caltrans.
- ✓ Has served as Eng. and Plan Check staff support at West Covina for 6 years

JEFFREY KAO, PE, CASp, CBO, Cert. ADA Professional, Sr. Engineer



- ✓ 20 yrs of experience
- ✓ Experience includes working as plan checker, inspector, building official, structural engineer
- ✓ Has served as Eng. and Plan Check staff support at West Covina for 6 years

DAVID RAGLAND, PE, PLS, QSD/P, QISP, Sr. Engineer/Surveyor



- ✓ 35 yrs of experience
- ✓ Licensed PE and Land Surveyor, serves as City Land Surveyor
- ✓ Has served as Eng. and Plan Check staff support at West Covina for 6 years

RAYMOND VELASCO, PE, Sr. Engineer/City Engineering Support



- ✓ 25 yrs of experience
- ✓ Prior experience includes working for public agencies in various capacities.
- ✓ Serves as City Engineering and Plan Checking support staff

ROBERT QUINTERO, BA Urban Planning, Contract Admin Support



- ✓ 25 yrs of experience
- ✓ Prior experience includes working for public agencies in various capacities.
- ✓ Also worked at SCE as Dir. of Government Relations.

EARL FRASER, Sr. Supervising Inspector



- ✓ 30 yrs of experience
- ✓ Oversees construction management and inspection staff.
- ✓ Extensive experience in State/Fed Funded Projects.
- ✓ Has served as Inspection support at West Covina for 6 years

OMAR MOHEIZE, PE, Sr. Engineer



- ✓ 25 yrs of experience
- ✓ Prior experience includes working for Los Angeles County as PW Project Manager
- ✓ Prior experience includes working for public agencies, including as Principal Engineer, Plan Check Engineer, CIP Manager

RUDOLPH RODRIGUEZ, PE, CAPM, Sr. Associate Engineer



- ✓ 7 yrs of experience
- ✓ BS, Civil Eng, CalPoly
- ✓ Serves as CIP Project Manager in design and construction

ANTONIO GUIRADO, EIT, Associate Engineer



- ✓ 3 yrs of experience
- ✓ BS, Civil Eng, CalPoly
- ✓ Has served as on-site support staff at West Covina for 1 year

Transtech may use specialty subconsultants for the following specialty services:

Geotechnical Engineering Support: GEO-ADVANTEC, Inc.; www.geoadvantec.com
Landscape Architect Support: WITHERS & SANDGREN; www.withersandsandgren.com
Funding / Labor Compliance & Grant Writing Support: AVANT GARDE, Inc. (DBE/WBE Firm); www.agi.com.co
Survey Support: VANLENCO, Inc.; www.vanlenco.com
Env. Consulting Support: ULTRA SYSTEM, Inc. (DBE/WBE Firm); www.ultrasystems.com
Architectural Consulting Support: IDS GROUP, Inc.; www.idsgi.com
Landfill/Brownfield Development Specialty Services, FEMA Support, KIMLEY-HORN Associates; https://www.kimley-horn.com
Transtech has worked with all of the above subconsultants on various projects.

Transtech has a large pool of well experienced staff and resources readily available to provide requested services, and respond to requests in a **timely, efficient, and cost-effective manner**. Our team resources include **approximately 250 professionals**, including engineers, project managers, designers, construction managers, inspectors, traffic and transportation analysts, plan checkers, building officials, permit technicians, support personnel.

6.d.4. Staff Resumes

AHMAD ANSARI, PE, Contract Principal/Primary CITY ENGINEER



Education
- BS in Engineering, MBA

Registrations/Certifications
- Licensed Civil Engineer

Highlights

Mr. Ansari has over 30 years of past experience in City and County Public Works and has worked at several municipalities in Southern California, including:
- City of Moreno Valley- Public Works Director/City Engineer
- City of Rialto- Public Works Director/City Engineer
- City of Perris- Public Works Director
- City of Pomona- Deputy Public Works Director/Assistant City Engineer.

He has managed CIP Programs and Public Works Operations, and served as the responsible in charge of numerous multi-disciplinary teams, including:
- Capital Improvement Program project management and delivery; Real Property/Right of Way acquisition and management; Traffic and Transportation engineering; Private Development/Entitlement process review and approval; Maintenance and Operations including roads, storm drains, sewers, parks, facilities, traffic signals, signs/striping, fleet; Special Districts, Landscape/Lighting Assessment; Electric Utility

OKAN DEMIRCI, PE, QSD, QSP, MBA, Primary CIP MANAGER



Education
- BS in Engineering

Registrations/Certifications
- Licensed Civil Engineer
- QSD, QSP
- Caltrans Resident Engineer Academy

Highlights

Mr. Demirci has approximately 15 years of experience. Mr. Demirci serves as Assistant Public Works Director, City Engineer, CIP Program Manager at Transtech's Contract Cities and provides technical and management support.

Mr. Demirci completed Caltrans Resident Engineer Academy, very familiar with the management and administration of federally and state funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM).

Mr. Demirci works as CIP Program Manager at various Transtech's Contract Cities and manages various capital improvement programs including state and federal funded programs. Mr. Demirci's experience also includes working as Resident Engineer, Project Manager and Construction Manager on various projects (including federal and state funded projects).

He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

BAHMAN JANKA, TE, Sr. Traffic Engineer, Primary CITY TRAFFIC ENGINEER



Education
- MS, BS in Civil Engineering

Registrations/Certifications
- Licensed Traffic Engineer

Highlights

Mr. Janka has over 35 years of experience in Traffic Engineering and Transportation Planning.

He has served as City Traffic Engineer and Transportation Director for public agencies, including:
- City of Pasadena, California: Transportation Administrator
- City of Santa Clarita, California: City Traffic Engineer

- City of Fremont, California: Associate Transportation Engineer
- City of Palo Alto, California: Associate Transportation Engineer
- Entranco Engineers, Bellevue, Washington: Transportation Engineer.

MICHAEL DAVID LLOYD, PE, TE, QSD, QSP, Sr. Engineer/City Engineering Support



Education
- MS Civil Engineering, Texas A&M University
- BS Civil Engineering, Southern Methodist University
- MS Public Policy, Georgetown University

Registrations/Certifications
- Licensed Civil Engineer
- Licensed Traffic Engineer
- QSD, QSP

Highlights

Mr. Lloyd has over 30 years of experience, including working in both public and private sector. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Mr. Lloyd has worked for the City of Moreno Valley for 25 years and been responsible for the programming, designing and delivery of multi-disciplinary capital improvement program projects, and served in various capacities as:
- Assistant City Manager responsible for Public Works and Community Development Departments
- Public Works Director
- City Engineer Land Development Division Manager
- Land Development Engineer
- Sr. Engineer
- Civil Design Engineer
- Traffic Engineer
- CIP Project Manager
- Construction Manager

RAYMOND VELASCO, PE, Sr. Engineer/City Engineering Support



Education
- BS Civil Engineering, Long Beach State University

Registrations/Certifications
- Licensed Civil Engineer

Highlights

Mr. Velasco has over 25 years of experience in both public and private sectors. He excels in the design, construction, and management of civil engineering and public works projects, such as roadway rehabilitation and widening and citywide concrete repairs, traffic signal improvements, utilities, park, and municipal facilities. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Mr. Velasco's public sector experience includes:
- Public Works Operations Manager / CIP Manager, City of Carson
- Principal Civil Engineer, City of Norwalk
- Senior Civil Engineer, City of Carson
- Public Works Administrator, City of Carson

BRIAN CERVANTES, EIT, MBA, On-site Support, Associate Eng., Project Management, Inspection, Permits, Office Engineer



Education
- BS Civil Engineering, Cal Poly Pomona, MBA

Highlights

Mr. Cervantes has approximately 6 years of experience in Public Works Engineering, and Transportation and Traffic Engineering. He works in the Public Works Department/City Engineering at Transtech's client

Cities assisting City Engineers and Public Works Directors. He also serves as Office Engineer on construction projects and assists Resident Engineers and Construction Managers with contract administration, document control, contract compliance.

JANA ROBBINS, PTP, RSP, Sr. Transportation Planner



Education
- BA, Cal Poly Pomona

Registrations/Certifications
- Licensed Professional Transportation Planner

Highlights

Ms. Robbins has over 25 years of experience. She serves as one of Transtech representatives at various Cities, prepares traffic safety and calming studies, stop and signal warrants/studies, traffic impact studies, traffic calming reports, parking studies, responds to requests from Public and City Officials and attends Traffic Commission, Planning Commission, City Council Meetings as well as Design Review Board meetings. On behalf of client Cities, reviews traffic impact studies and parking analysis submitted by developers and represents contract Cities at Commission meetings when these projects are reviewed. She works directly with staff in the departments of public works, planning, engineering, and community development at each client city. She attends community forums and neighborhood block meetings to discuss and answer questions about current and future traffic conditions. She prepares traffic impact studies for development projects in Southern California, which involves the coordination with developers, as well as local and regional agencies.

MICHAEL ACKERMAN, PE, QSD, QSP, QISP, Sr. Engineer



Education
- BS in Engineering

Registrations/Certifications
- Licensed Civil Engineer
- QSD, QSP, QISP
- RE Academy, Caltrans
- Water Pollution Control Compliance on Construction Sites for RE, Caltrans
- Construction Program Management Workshop, FHWA
- Field Office Procedures Course, Caltrans
- California Work Zone Inspection – High Speed, Caltrans
- Asphalt Concrete Inspection and Rehabilitation Strategies, Caltrans

Highlights

Mr. Ackerman has 25 years of experience. At Transtech, he has been working as a Sr. Engineer at various Transtech City Engineering Contracts. He has served at various Cities under Transtech's City Engineering Contracts, including Temple City, Huntington Park, and Alhambra. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

Mr. Ackerman's experience also includes working at Caltrans and other agencies:
- Caltrans District 8: Mr. Ackerman was a civil transportation engineer for Caltrans District 8 where he was involved in the design and construction of various projects.
- City of San Bernardino: Mr. Ackerman was involved in various projects, including Development Review and Plan Check, Design and Project Management.
- City of Huntington Park: Mr. Ackerman worked as contract City Engineer under Transtech's municipal services contract and later as City Engineer and Interim Director of Public Works under the City.

JEFFREY KAO, PE, CBO, CASp, ICC Certified Building Official, Plans Examiner and Inspector



Education
- MS, BS Civil Engineering, Cal Poly

Registrations/Certifications
- Licensed Civil Engineer
- CASp (Certified Accessibility Specialist)

ICC Certified Building Official, California Building Plans Examiner, CalGreen Inspector, CalGreen Plans Examiner, Mechanical Plans Examiner, Plumbing Plans Examiner, Building Inspector

Highlights

Mr. Kao has over 20 years of experience and has been working at Transtech as Deputy Building Official, Senior Plans Examiner, On-Site Over the Counter Plans Examiner and performed plan checks for a variety of residential and commercial projects in Cities of Alhambra, South Pasadena, and Temple City. Mr. Kao has broad knowledge of building and safety operations, including working in the capacity of Deputy Building Official and Plans Examiner. His past experience includes working as a structural engineer for 4 years at a structural design firm.

DAVID RAGLAND, PE, PLS, QSD, QSP, QISP, Sr. Engineer/Surveyor



Education
- Humboldt State University, CA, Bachelor of Science

Registrations/Certifications
- Licensed Civil Engineer
- Licensed Land Surveyor
- QSD, QSP, QISP

Highlights

Mr. Ragland is a civil engineer and land surveyor has over 30 years of diverse experience in a wide variety of projects in civil engineering. He has managed numerous multi-disciplinary teams dealing with the planning, engineering, entitlement, environmental permitting, development and construction of urban and rural development, and public works projects. His experience also includes special emphasis on complex grading and hillside developments (has worked on the civil engineering and development of more than 40,000 acres of hillside properties), preparation of due diligence and project feasibility analysis, through conceptual planning and design to entitlement and construction.

ROBERT QUINTERO, Sr. Project Manager, Utility Coordinator



Education
- BS Urban & Regional Planning
- MBA

Registrations/Certifications
- Licensed General Contractor B
- Certificate Diversity & Inclusion for HR

Highlights

Mr. Quintero has over 25 years of experience in government relations, city administration, city planning, public works and utility coordination. Throughout his career, Mr. Quintero has demonstrated strong leadership, project management, and comprehensive understanding of municipal government operations. He has successfully managed complex projects and engaged with various stakeholders to achieve positive outcomes for the communities he has served. He has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies.

At Transtech, Mr. Quintero has also served as contract Interim Public Works Director for Cities and as Project and Program Manager for various projects. He has participated on numerous multi-disciplinary teams dealing with the planning and execution of public works projects. He has served as the Project Manager for the design, construction and management of a variety of projects, including:
- Public Works and Infrastructure; Civic Center/City Hall Expansion; Community Center; Grade Separation

Mr. Quintero's experience also includes working for a public agency in various capacities, including as Director of Public Services/Public Work Assistant City Administrator. Mr. Quintero also worked at Southern California Edison (SCE) as Director of Government Relations.

EARL FRASER, Registered Constr. Inspector, QSP, Sr. Project/Construction Manager/Inspector



Education
- BA

Registrations/Certifications
- Registered Construction Inspector by American Construction Inspectors Association; QSP (Construction General Permit Qualified SWPPP Practitioner)

Highlights:

Mr. Fraser has approximately 30 years of experience. He is a Registered Construction Inspector by American Construction Inspectors Association. He is also certified as QSP (Construction General Permit Qualified SWPPP Practitioner). His experience includes inspection local roads, pavement rehab, ADA, grading wet and dry utilities. As Sr. Inspector/Construction Manager, he performs a wide variety of tasks to ensure the project progresses on schedule, is in compliance with approved plans and specifications, and effective communication and information flow is maintained with project participants. He has inspected projects that are funded with State and Federal Funds, and is familiar Caltrans LAPM for Contract Administration.

OMAR M. MOHEIZE PE, Sr. Engineer (PM/CM/RE Support)



Education: BS in Civil Engineering, MBA
Registrations/Certifications: Registered Civil Engineer
Highlights: Mr. Moheize has over 35 years of experience in the public sector, including 17 years as the Principal Civil Engineer for the City of Burbank. He is skilled at performing project management, as well as civil engineering, design, and quality construction management services. His industry background includes work on several public works projects, including upgrading traffic signals, road and bridge design, wastewater treatment, potable water treatment, issuing permits, vertical structure building, and redevelopment projects.

Los Angeles County, PMD III: For the past 2 years, Mr. Moheize has worked as a consultant for the County of Los Angeles as Project Manager on various projects from Design phase to procurement Phase to Construction phase and completion. Projects related to the Traffic Signal Safety projects (known as the HSIP Safety program) entailed obtaining permits from several other agencies and meeting the grant conditions and deadlines. Omar is highly proficient at using sophisticated LA County software and MS365 suite, including Project Online (POL), Project Information Website (PIW), Construction Management Database Portal (CMD), Power BI, SharePoint and PW Intranet, and Project Delivery Guide (PDG).

City of Burbank (2001 to 2023) – As a Principal Civil Engineer in Charge of the CIP and specialty projects, Omar issued permits for work in the public right of way, conducts redevelopment reviews of conditions, and acted as a Stormwater and Drainage Specialist. Omar provided construction management services on major infrastructure projects, utility relocations, bridges and roadways, erosion controls, foundation designs, piers, water and wastewater treatment, and site restorations. He supervised various roadway maintenance contracts, negotiated and resolved contractor claims, and managed change order requests. Omar also ensured quality and compliance with special project provisions. Additional duties included coordination with utility companies, preparing the construction documents (PS&E), schedule, budget, and analyzing project progress to ensure on-time completion. Omar reviewed plans and work and ensured compliance with health and safety plans. He conducted various field quality control reviews, reviewed construction drawings, provided input, and ensured completion of as-built drawings. Omar also reviewed and approved storm-water management plans attended stakeholders and agency meetings and provided technical input. He conducted various quality assurance field reviews and developed approaches to managing the technical and specific requirements for each project. He also used various scheduling software to track project progress and ensured the financial health of projects.

RUDOLPH RODRIGUEZ, PE, CAPM, Sr. Associate Engineer



Education
- BS in Civil Engineering, CalPoly

Registrations/Certifications
- Licensed Civil Engineer

Highlights
Mr. Rodriguez has over 7 years of experience. He serves as CIP Project Manager in design and construction. Attended Caltrans Resident Eng. Academy and has extensive experience in State/Fed Funded Projects.

ANTONIO GUIRADO, EIT, Associate Engineer



Education
- BS in Civil Engineering, CalPoly

Registrations/Certifications
- EIT

Highlights
Mr. Guirado has 3 years of experience. Mr. Guirado assists the Public Works permit counter in permit issuance and inspections for Transtech's client cities. He also assists Traffic Engineers with technical report writing, diagram and conceptual plan preparation, field data collection for traffic investigations, and other daily traffic related tasks.

HANI NASR, PMP, Sr. Project and Construction Manager (Project/Construction Management Support when needed)



Education:
- BS, Mechanical Power Engineering; Masters in Engineering Management, Arkansas State University

Registrations/Certifications:
- PMP, Project Management Professional
- General Contractor License B
- OSHA 30 & OSHA 10 Certification
- Inspector Certification. B2 Commercial Building

Highlights:
Mr. Nasr is a certified Project Management Professional (PMP) with an extensive background in construction management. He holds a bachelor's degree in mechanical power engineering and has over 20 years of experience managing multimillion-dollar projects.

With a strong engineering foundation, Mr. Nasr has developed expertise across multiple construction disciplines, including MEP systems, general contracting, and construction estimating. His proficiency in cost estimation and bid preparation has contributed to securing and executing successful projects. His comprehensive knowledge and hands-on experience enable him to lead projects effectively while ensuring strict adherence to budgetary and scheduling requirements.

Mr. Nasr has a proven track record of ensuring projects adhere to stringent quality, safety, and budgetary standards, and applies his demonstrated expertise in project management and stakeholder communication to enhance project outcomes and contribute effectively to a dynamic team environment.

Notable Projects:
- City of Temple City, Construction/Project Manager, City Hall Roof Structural improvements/Upgrades and Replacement ($3.5M)
- San Bernardino Unified School District-SBCUSD F19-01 Prop 39 EEP3 ($4M)
- Chaffey Community College (Improvement Project) -(Value: $1 M)
- Ontario HS with Chaffey Joint School District- Mechanical Plant- ($2 M)
- Irvine Valley College (HVAC & Roofing Replacement for 5 Buildings & Powerhouse) -($ 7M)
- MacArthur Hotel (Eleven-Story Historic Building Improvement)- ($100 M)
- Oasis International School/UAE – ($ 30 M)
- Drinking Water Plant- Lusaka/ Zambia ($ 1.2 M)
- Multi-Million-Dollar Luxury Homes in Dubai
- Orange HS Gym Renovation ($3M)
- OCTA Bus Station Improvements/ Anaheim ($1M)
- Irvine USD Measure Series 3 Expansion Projects ($1.2M)
- Hemet HVAC Replacement Multi Sites (6 Schools / $5M)
- Long Beach Robinson K-8 Academy HVAC LBUSD Rehabilitation ($4M)

CARLOS A. PINEDA, PE, QSD, QSP, LEED, Project Manager (Service Category: Design Services)



Education
- BS in Civil Engineering,

Registrations/Certifications
- Licensed Civil Engineer

Highlights
Mr. Pineda has over 30 years of experience in civil engineering and project management. He has extensive experience working for both private and public sectors. He has participated on numerous multi-disciplinary teams dealing with the planning and development of civil and traffic engineering, urban and rural development, and public works projects. He has served as Principal Project Manager for a variety of projects. Public works design experience covers a wide variety of projects, including the

improvement of major arterials, secondary highways and collectors, flood control and drainage projects, water and waste water projects, ADA retrofit, and safe routes to school projects. He has a good understanding and knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental agencies. Private sector design experience covers a wide range of projects including residential master planned communities and "in tract" residential improvements. In-tract residential improvements included the design and construction of domestic and reclaimed water infrastructure to serve the new developments.

JOSEPH DEPERALTA, PE, QSD, Sr. Engineer



Education
- BS in Civil Engineering

Registrations/Certifications
- Licensed Civil Engineer

Highlights

Mr. Peralta has approximately 30 years of experience. His experience includes working as contract/consultant City Engineer, Plan Checker, Design Engineer for various Cities. His experience includes dealing, coordinating and navigating thru the permitting processes with municipal, county and state level and other governmental agencies, architects and consultant, utility companies, and regional entities, including Caltrans, Water Quality Board, AQMD, US Corps of Engineers, Department of Fish and Game, Union Pacific Railroad and others.

ZIAD Y. MAZBOUDI, PE, QSD, QSP, CPSWQ, CPESC, LEED AP, D.WRE, Sr. Engineer



Education
- BS in Civil Engineering

Registrations/Certifications
- Licensed Civil Engineer
- QSD, QSP, CPSWQ, CPESC, LEED AP

Highlights

Mr. Mazboudi has 34 years of progressively responsible, diversified experience in public works, engineering, utilities, development engineering, facilities maintenance, sustainability, environmental programs and project management in both the public and private sector, supported by a strong educational background in civil engineering, geographic information systems, water quality/urban runoff, and environmental programs. His experience includes:
- City of San Clemente - PW Department, Deputy Director/Engineering
- City of San Juan Capistrano - PW/Utilities Department, Senior Civil Engineer
- City of Westminster - PW Department, Associate Civil Engineer/Development Engineer
- City of La Habra - PW Department, Assistant Civil Engineer.

Special International Projects:
- US Green Building Council (www.usgbc.org), Egyptian Green Building Council (EGBC)
  Represented the US Green Building Council, to assist in the formation of the EGBC. Provided lectures on the role of government in Green Building and on the US Green Building Program, LEED.
- USAID International Development Agency (www.usaid.gov), In partnership with USAID and ICMA Kingdom of Jordan Commercial/Industrial Environmental Audit
  In partnership with USAID and ICMA, developed a training manual for the audit of commercial and industrial facilities in Jordan. Performed audits in Jordan and provided recommendations to the Minister of the Environment and the Minister of Local Government.

AZITA FAKOORBAYAT, PE, Sr. Engineer



Education
- BS in Civil Engineering

Registrations/Certifications
- Licensed Civil Engineer

Highlights

Ms. Fakoorbayat has over 25 years of experience. She has a broad knowledge of municipal government operations, including preparation and presentation of staff reports/resolutions to city councils, committees and interaction with public, various city departments, city council and other governmental

agencies.

Recent Experience with Transtech's contract Cities:

Contract CIP Project Manager, City of Chino: As contract CIP Project Manager, coordinate various CIP projects throughout project design phase, including concrete, asphalt, storm drain, sewer, water, grading, traffic signal, accessibility. Conduct design review, PS&E review, constructability and biddability review, and manage design phase of various CIP projects, and manage and coordinate various CIP projects with various design engineers to ensure project design phases are completed within time and budget, and proceed with construction.

Public Agency Experience:

- Principal Engineer, City of Costa Mesa, CA
- As Principal Engineer, perform a broad range of highly complex and professional
- Civil Engineer I, Pierce County Public Works Utilities and Transportation
- Services, Design Section, Tacoma, WA
- Assistant City Engineer, City of Sumner, Sumner, WA

Private Consulting Experience:

- Senior Project Manager, Afb Group, Laguna Niguel, Ca
- Senior Project Manager, Berryman & Henigar, Santa Ana, Ca
- Project Manager, CNC Engineering, Newport Beach, Ca
- Senior Design Engineer/ Project Manager, Harding Lawson Associates Group Inc., Bellevue, Wa

JEFFREY HIRSH, Sr. Project/Construction Manager/Inspector



Education

- SDSU, College Level Classes

Registrations/Certifications

- Cal OSHA 10-hour construction certified; Construction Site Storm Water Training

Highlights:

Mr. Hirsh has approximately 25 years of experience in general engineering/public works and building construction projects. He has worked in the capacity of foreman, site superintendent and project manager. In these capacities, he has been involved in a wide variety of private and public works construction projects in Type A (General Engineering) and Type B (Building) construction. He has knowledge of standards and procedures for public agencies, including the Green Book, Caltrans, and has extensive experience in traffic control, safety and OSHA compliance requirements. Mr. Hirsh also has experience in inspecting federally funded projects to ensure compliance with the Caltrans LAPM.

Jeffrey's prior experience includes: *2013-214, PSBI Parking Structure Construction:* Sr. Superintendent; *1995-2013, Harwood Homes, Inc.* Managed 35 Development Projects; 1992-*1995, Overland Company:* Site Superintendent – SFR Tract Home Development; 1985-*1992, Cambridge Development:* Site Superintendent/Assistant Superintendent

CRAIG M. WHEELER, Sr. Project/Construction Manager/Inspector



Education

- BA

Registrations/Certifications

- NASSCO-Certified Inspector (Pipeline, Lateral and Manhole Assessments); Licensed A General Eng. Contractor

Highlights:

Mr. Wheeler has more than 30 years of experience in engineering and construction in both the public and private sectors. He has provided project management and inspection services on a wide variety of public works projects. His experience includes pavement rehab, ADA, sidewalk, curb&gutter, grading, wet and dry utilities, roadway reconstruction and resurfacing, bridge construction and rehabilitation, water and sewer lines, RCP or RCB storm drains, pump stations, booster pump stations, street lights, traffic signals-new and upgrade/modifications, parks, parking lots, structures and other related types of projects. As a project manager and construction inspector, Mr. Wheeler's responsibilities include site observation and construction quality assurance and control, ensuring general site safety, preparing daily reports, photo documentation, monitoring SWPPP and BMP implementation, providing daily updates to the City project manager, providing recommendations and responses for contractor RFIs, assisting with submittal and shop drawing reviews, tracking quantities, and conducting progress payment reviews. He has inspected projects that are funded with State and Federal Funds and is familiar Caltrans LAPM for

Contract Administration.

KEITH A. WYATT, Sr. Project/Construction Manager/Inspector



Education

- BA, UC Irvine, CA

Registrations/Certifications

- Union Carpenter Apprenticeship School; 10-Hr, 30-Hr. OSHA; SWPPP Certified; FEMA Training: IS-3, IS-100.PWb, IS-200.b, IS-325, IS-552, IS-556, IS-700.a, IS-800.a, IS-803, IS-806, IS-809, IS-907; ICC: Building, Electrical, Mechanical, Plumbing

Highlights:

Mr. Wyatt has approximately 25 years of experience in the construction field in building and engineering/public works projects. He has worked in the capacity of superintended, project manager and construction manager for consulting firms, as well as construction companies. In these capacities, he has been involved in a wide variety of private and public works construction projects in Type A (General Engineering) and Type B (Building). The projects include, but not limited to, construction of new buildings, seismic upgrades, ADA upgrades, TI improvements, site development, roads, parking facilities, utilities, etc. The type of buildings includes community centers, schools, hospitals, warehouses, distribution centers, and various other projects. He managed projects which involved Local Agencies; CA Department of General Services (DGS); CA Department of State Hospitals (DSH); CA Division of the State Architect (DGS); CA Office of Statewide Health Planning and Development (OSHPD).

ROBERT GARCIA, Inspector



Education

- California State University, Los Angeles, Continuing Education/Public Works Construction Inspection Course; California State University, Sacramento, Water Program/Operation and Maintenance of Wastewater Collection Systems

Highlights

Mr. Garcia has approximately 30 years of experience, of which 20 years has been working as the City Public Works Inspector for the City of Palmdale. His experience includes inspecting of all types of public works construction project: roadway construction, pavement rehabilitation, signals, grading, storm drains, sewer mains, concrete structures, sidewalks, and gutters. He also worked on county, state and federal funded projects. Mr. Garcia provided public works inspection services to the following Transtech client Cities: City of Hesperia, Public Works Inspector; City of Commerce, Public Works Inspector.

CLEMENTE ELIZALDE, Traffic Signal Inspector



Education

- San Bernardino Valley College, with a Major in Radio/Television, Communications and Electronics
- Chaffey College, with a major In Industrial Electricity, Motor starters and Operational amplifiers

Registrations/Certifications

- Certified International Municipal Signal Association "IMSA" level III Technician

Highlights

Mr. Elizalde has over 30 years of experience in Traffic Signal Systems inspection, maintenance and installation.

City of San Bernardino, 1985 to 2018, Traffic Signal Maintenance Department, various positions:

- Street Lighting Electrician; Traffic Signal Technician II; Traffic Signals Technician III; Lead-Person for Traffic Signals, Street Lighting and Signs; Street Signal/Lighting and Signs Supervisor

DUANE THAN TUT, Inspector



Education

- BSLA, University of California at Davis

Registrations/Certifications

- American Society of Landscape Architects (ASLA)
- QWEL

Highlights

Mr. Tut has approximately 25 years of experience. His experience includes working as, Project Manager and Construction Manager on various projects (including regional and international projects) from project inception to closeout. He has prepared from Concept to Construction Administration for public parks throughout California. Highlighted projects are:

- Primrose Park, Temple City, CA. Cost: $2m; Los Angeles Mission College Baseball and Softball Fields, CA; Streetscape for City of Lomita, CA; North Verdugo Park, Glendale, CA; Pacific Park, Glendale, CA; Santiago Park, Santa Ana, CA: Cost: $3m; Lions Park, Costa Mesa: Cost: $1m; Brio Park & Oeste Splash Pads, City of La Habra, CA; Concept for Norm Ross Sports Complex, City of Stanton, CA for Prop 68 funding City CIP program including managing consultant contracts.

JAMES PAGANI, DSA Certified Accessibility Specialist, CHST, Inspector



Education

- BA, Goucher College

Registrations/Certifications

- BCSP Constr. Health and Safety Technician; CalOES SAP Evaluator; DSA Certified Accessibility Specialist; FEMA Training: IS-3, IS-100.PWb, IS-200.b, IS-325, IS-552, IS-556, IS-700.a, IS-800.a, IS-803, IS-806, IS-809, IS-907; ICC: Building, Electrical, Mechanical, Plumbing; OSHA 30 Hour Trained

Highlights

Mr. Pagani has approximately 15 years of experience in public works construction management and inspection. Mr. Pagani has thorough knowledge and understanding of construction both on the jobsite and in the office, experience working with the various trades, designers, and managers of many different types of projects. Examples of his project experience as Public Works Inspector/Construction Manager includes: City of Rialto, Public Works Encroachment Permit Inspections; City of South El Monte, Public Works Encroachment Permit Inspections; Primrose Park Improvements, City of Temple City; FY 20/21 Pavement Rehab, City of West Covina; Previous Experience -Koury Engineering, Combination Inspector.

Sr. Staff Members - Back-up and Advisory, when needed

TERRY RODRIGUE, PE, TE, Sr. Engineer



- ✓ 30 yrs of experience
- ✓ **Founder of Interwest Consulting.** Sold Interwest to Safe-Built appr. 6 years ago. Recently joined Transtech as a Principal
- ✓ Served as Contract City Engineer, PW Director for several cities

RAY CASEY, PE, Sr. Engineer



- ✓ 30 yrs of experience
- ✓ Prior experience includes working for public agencies as City Engineer, PW Director, City Manager

JOHN OSKOUI, PE, Sr. Engineer



- ✓ 30 yrs of experience
- ✓ Prior experience includes working for public agencies as City Engineer, PW Director

CALTRANS Coordination

ALI ZAGHARI, PE, PMP, Sr. Engineer



- ✓ 35 yrs of experience
- ✓ Prior experience includes working for Caltrans Distr 7, Transp. Management & Operations at various capacities, including as Dep. Distr. Dir, Traffic Ops

Public Relations, Coordination with LA County

PAMELA MANNING, Public Relations, Coordination with LA County



County (Scope of Services Task 15)

- ✓ 25 yrs of experience
- ✓ Former LA County, Strategic Bus Relations Manager, Chief Fleet Manager, Employee Health and Safety Manager

Director Municipal Services

MELISSA DEMIRCI, Principal



- ✓ 15 yrs of experience
- ✓ Serves as Public Relations and Grant Writing and Funding Administration Coordinator
- ✓ Obtained $21M grant funds for West Covina.

Transtech may use specialty subconsultants for the following specialty services:

Geotechnical Engineering Support: **GEO-ADVANTEC, Inc.; www.geoadvantec.com**

Landscape Architect Support: **WITHERS & SANDGREN; www.withersandsandgren.com**

Funding / Labor Compliance & Grant Writing Support: **AVANT GARDE, Inc. (DBE/WBE Firm); www.agi.com.co**

Survey Support: **VANLENCO, Inc.; www.vanlenco.com**

Env. Consulting Support: **ULTRA SYSTEM, Inc. (DBE/WBE Firm); www.ultrasystems.com**

Architectural Consulting Support: **IDS GROUP, Inc.; www.idsgi.com**

Landfill/Brownfield Development Specialty Services, FEMA Support, KIMLEY-HORN Associates; https://www.kimley-horn.com

Transtech has worked with all of the above subconsultants on various projects.

6.e. Firm General Qualifications

Company Profile: Established in 1989, Transtech (a California Corporation) is a **multi-disciplinary engineering consulting** firm. Transtech has been **in business for over 36 years** and is **providing municipal services to approximately 100 public agencies**.

Large Pool of Staff with Diversified Experience: Transtech has a large pool of well experienced staff and resources readily available to provide requested services, and respond to requests in a timely, efficient, and cost-effective manner. Our staff and resources include **approximately 250 professionals,** including building officials, plan checkers, inspectors, permit technicians, engineers, project managers, designers, plan checkers, inspectors, construction managers, traffic and transportation analysts, technicians, support personnel.

Experience in Working with Public Agencies/Cities: We have extensive **experience working with Public Agencies/Cities in similar assignments**. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies. **Several of our staff members are former City Engineers, Public Works Directors.** One of the **unique qualifications** of Transtech is that we serve public agencies as **municipal contract service providers**, including **Contract City Engineer, City Traffic Engineer, Building Official, CIP Manager, Planner and in other capacities**.

Our multi-disciplinary service capabilities include:

- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Civil Engineering
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- CIP Program and Project Management
- Construction Management and Inspection
- Federally Funded Project Management
- Labor Compliance
- Staff Augmentation
- Grant Writing
- CDBG Project Management
- Emergency Support Services

We have experience in a variety of projects, such as:

- Street Rehabilitation and Reconstruction
- Traffic Signals
- Street Lighting
- Water, Drainage, Sewer Improvements
- Utilities
- ADA Improvements
- Bridges Parking Structures
- Community Centers
- Libraries
- City Halls
- Fire Stations
- Police Stations
- Parks and Playgrounds

Experience with METRO: We **work with METRO** on a number of projects. Currently, we are managing 710 Mobility Improvement Projects for the Cities of Alhambra and Rosemead, which has total funding of approx. $250m.

Experience with Caltrans: Our team includes **experienced staff members who have worked for Caltrans** and are intimately familiar with the standards and procedures, project development and approval process, and requirements.

Experience with County of Los Angeles: We **work and coordinate with LA County** on a number of projects. We are also one of the B&S service consultants for the County. We also coordinate with the County Fire Department, and Sheriff's Department.

Experience in Federally Funded Projects: We have extensive **experience in the management and administration of federally funded projects**. In the past few years, we have managed over 30 federally funded projects. Our staff members have completed Caltrans Resident Engineer Academy for Federally Funded Projects. We follow guidelines and procedures of Caltrans Local Assistance Procedures Manual (LAPM).

Experience in Grants: Our team has **proven track record in obtaining outside grants for its client cities**. Our staff works with our client cities to find potential funding sources, and to prepare competitive applications for various programs. We have obtained extensive amount of funds for our client cities.

Experience in Design-Build Projects: We have **extensive experience in Design-Build Projects** (California Public Contract Code, Part 3. Contracting by Local Agencies; Article 4. Cities; CHAPTER 4. Local Agency Design-Build Projects).

7. REFERENCES

CITY OF ROSEMEAD	(Year started and completed: 2022 – Ongoing Service)
Contact:	Ben Kim, City Manager T: 626-569-2169; E: bkim@cityofrosemead.org
Services Provided:	City Engineering Services; Traffic Engineering; CIP Management; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; Map Check; Building & Safety Plan Check
CITY OF SOUTH EL MONTE	(Year started and completed: 2018 – Ongoing Service)
Contact:	Rene Salas, City Manager T: 626-579-6540, E: rsalas@soelmonte.org
Services Provided:	City Engineering Services; Traffic Engineering; CIP Management; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; Map Check; Building & Safety Plan Check
CITY OF ALHAMBRA	(Year started and completed: 1993 – Ongoing Service)
Contact:	Andrew Ho, Community Development Director T: 626-570-5041; E: andrewho@cityofalhambra.org
Services Provided:	City Engineering Services; Traffic Engineering; CIP Management; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)
CITY OF MONTEREY PARK	(Year started and completed: 2013 – Ongoing Service)
Contact:	Shawn Igoe, Director of Public Works T: 626-307-1320; E: sigoe@MontereyPark.ca.gov
Services Provided:	City Engineering Services; Traffic Engineering; CIP Management; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)
CITY OF COMMERCE	(Year started and completed: 2015 – Ongoing Service)
Contact:	Ernie Hernandez, City Manager T: 323-722-4805; E: ehernandez@ci.commerce.ca.us
Services Provided:	City Engineering Services; Traffic Engineering; CIP Management; Federally Funded Project Management; Engineering Design; Public Works Permit Inspections; Map Check; Building & Safety Services (Building Official, Plan Check, Inspection)

Please see attached few reference letters.

MAYOR:
STEVEN LY

MAYOR PRO TEM:
MARGARET CLARK

COUNCIL MEMBERS:
SANDRA ARMENTA
SEAN DANG
POLLY LOW

City of Rosemead

8838 E. VALLEY BOULEVARD
ROSEMEAD, CALIFORNIA 91770
TELEPHONE (626) 569-2100
FAX (626) 569-2303

December 2, 2024

RE: Trantech Engineers, Inc. – Letter of Recommendation

To whom it may concern,

It is my pleasure to provide this letter of reference for Transtech Engineers, Inc., a firm that has become a vital partner to the City of Rosemead. Their professionalism, technical expertise, and unwavering commitment to excellence have been instrumental in supporting our City's infrastructure, operations, and community services in both the Public Works and Community Development Departments.

Transtech provides comprehensive City Engineering and Building and Safety services to Rosemead, which include roles such as Building Official, Plan Check, Building Inspection, Public Works Engineering, Traffic Engineering, CIP Management, Construction Management, and Grant Writing and Administration. In addition, they support the City with as-needed professional services like project planning, design, management, and inspection.

Their contributions to our Capital Improvement Program (CIP) have been remarkable, helping us complete a variety of projects ranging from infrastructure upgrades to park enhancements and pavement rehabilitation. Transtech's ability to guide projects from concept to completion, while ensuring compliance with all technical and regulatory requirements, has been invaluable.

Their Building and Safety team consistently demonstrates their expertise through efficient plan reviews, thorough inspections, and responsive customer support. By integrating modern solutions such as an electronic portal and providing counter services, Transtech has streamlined our processes and ensured accessibility for residents, applicants, and businesses.

What sets Transtech apart is their strategic approach to securing funding for key City projects. Their efforts have resulted in substantial grant awards, including over $100 million for the 710 North Corridor Mobility Improvements Project. These achievements are a testament to their ability to deliver results that align with the City's goals and priorities.

Transtech's team has always been approachable, responsive, and deeply committed to serving the Rosemead community. Whether collaborating with City staff or interacting with residents, their professionalism and dedication shine through in every aspect of their work. They have truly become an extension of our City team, ensuring that our shared vision for Rosemead's growth and development becomes a reality.

Additionally they have been great community partners in supporting various community related events and initiatives that are important to the City such as backpack giveaway for the youth, participating in school initiatives, and more.

Based on my experience, I highly recommend Transtech Engineers, Inc. Their expertise, dedication to quality, and focus on customer service make them an outstanding partner for any city or organization.

Sincerely,

Ben Kim
City Manager

CITY OF SOUTH EL MONTE

1415 SANTA ANITA AVENUE
SOUTH EL MONTE, CALIFORNIA 91733
(626) 579-6540* FAX (626) 579-2107

December 3, 2024

In South El Monte, we value partnerships that reflect our community's commitment to collaboration, dedication, and progress. Transtech Engineers, Inc., a trusted partner since 2016, embodies these qualities in their work with our City, providing expertise and proactive solutions that support our Public Works and Community Development Departments.

Transtech delivers comprehensive City Engineering and Building and Safety services, including City Engineer, Traffic Engineer, Building and Safety, CIP Project Management, Public Works Engineering, Construction Management, Grant Writing and Administration, and as-needed professional services. Their seamless integration into City operations has allowed us to provide exceptional services to residents and businesses.

As part of the City's Capital Improvement Program (CIP), Transtech provides turn-key project management from inception to construction. Their team has successfully delivered complex projects, including pavement rehabilitation, traffic signal improvements, sidewalks, parks, and facilities enhancements. With a focus on quality and community impact, they ensure projects are completed efficiently, on schedule, and within budget, while securing funding and maintaining regulatory compliance.

Transtech has also secured millions in funding and delivered transformative projects such as HSIP and ATP initiatives, improving traffic safety, accessibility, and infrastructure throughout South El Monte.

Their Building and Safety team excels in plan check services, ensuring compliance with all applicable codes and regulations. Through timely reviews, responsive counter support, and modern tools like an electronic portal, Transtech has made the process efficient and accessible for residents, businesses, and developers.

Beyond their technical expertise, Transtech actively engages with the community, supporting events, youth programs like Harvard Day, and organizations through partnerships with the Chamber of Commerce. Their dedication to fostering strong connections reflects their genuine commitment to South El Monte's well-being.

Transtech's focus on quality, timeliness, and customer service has strengthened our ability to meet the needs of our growing community. I confidently recommend Transtech Engineers, Inc. Their dedication to excellence and community engagement continues to make a lasting impact in South El Monte, and I am certain they would be an invaluable asset to any organization.

Sincerely,

Rene Salas, City Manager

City of Alhambra
Community Development Department

Gateway to the San Gabriel Valley

111 South First Street Alhambra California 91801

December 4, 2024

To Whom It May Concern,

It is my privilege to provide this letter of reference for Transtech Engineers, Inc., who have been a cornerstone in supporting the City of Alhambra's Building and Safety operations for nearly 30 years. Their dedication to quality, professionalism, and responsiveness has made them an essential partner in our efforts to deliver exceptional services to our community.

As the Community Development Director, overseeing the Transtech's Building and Safety operations, I have had the opportunity to work closely with Transtech's team, and their contributions are nothing short of outstanding. They manage a wide range of responsibilities, including the roles of Building Official, Permit Technician, Building Inspector, and Plan Check/Review, all of which they execute with precision and care. Their ability to handle complex tasks while maintaining exceptional customer service is a testament to their expertise and commitment.

One of Transtech's greatest strengths is their ability to balance technical excellence with a personal touch. They consistently demonstrate a deep understanding of the City's needs, offering thoughtful solutions and clear communication that builds trust with both City staff and the public. From navigating intricate code compliance issues to ensuring efficient plan review processes, Transtech's team approaches every challenge with professionalism and a focus on collaboration.

Over the years, their support has extended far beyond Building and Safety operations, contributing to our Public Works and Community Development Departments through their expertise in CIP Management, Traffic Engineering, Grant Administration, and more. This versatility has been instrumental in helping Alhambra achieve its goals while maintaining the highest standards of service.

I have seen firsthand the positive impact of Transtech's work, from satisfied residents and business owners to streamlined internal processes that benefit the entire City. Their professionalism, reliability, and dedication to our community make them a trusted partner we are proud to work with.

It is with confidence that I highly recommend Transtech Engineers, Inc. to any organization seeking a team that prioritizes quality, responsiveness, and community care.

Sincerely,

Andrew Ho, Director of Community Development

CITY OF MONTEREY PARK

320 West Newmark Avenue • Monterey Park • California 91754-2896
www.montereypark.ca.gov

City Council
Henry Lo
Vinh Ngo
Jose Sanchez
Thomas Wong
Elizabeth Yang

City Clerk
Maychelle Yee

City Treasurer
Amy Lee

December 23, 2024

I am pleased to provide this letter of reference for Transtech Engineers, Inc., a trusted partner to the City of Monterey Park since 2013. Their comprehensive services and collaborative approach have made them an invaluable extension of our staff, working closely with department directors to serve our community effectively.

Transtech provides a wide range of services, including City Engineering, Traffic Engineering, Building Official duties, Building Inspection, Plan Check, CIP Management, Grant Writing and Administration Support, and General Engineering. Their expertise has been instrumental in managing complex projects and delivering unique city initiatives.

Notably, Transtech has been especially helpful in expediting the delivery of the City's CIP projects. This includes serving as the project and construction manager for numerous city projects, including parks, playgrounds, pavement rehabilitation, ADA projects, and water and sewer upgrades throughout the City. They have also been instrumental in securing substantial funding allocations for critical transportation infrastructure improvements. Their Building and Safety team, led by the Building Official, has been integral in ensuring that plan checks, inspections, and permitting processes are conducted quickly, efficiently, thoroughly, and in full compliance with applicable codes and standards. The use of an electronic portal and counter support has further streamlined these processes, ensuring excellent customer service for residents, applicants, and businesses.

Transtech remains customer service-oriented and professional in all its interactions with City Staff, the public, applicants, and residents. They are highly responsive to the City's and the community's needs, providing excellent service and fostering trust with those they work alongside.

Their professionalism, reliability, and proactive approach extend across all work areas. Whether managing large-scale CIP projects or providing essential Building and Safety services, Transtech consistently delivers quality results that meet and exceed expectations. Their professionalism, reliability, and proactive approach have made an impact on our operations and the community we serve.

Transtech goes above and beyond its technical services, continuously participating in and supporting many community events and activities in the City.

I am very confident in recommending Transtech Engineers, Inc. Their professionalism, dedication to customer service, and ability to deliver results make them an outstanding partner for any city or agency.

Sincerely,

Inez Alvarez
City Manager

Pride in the Past • Faith in the Future

CITY OF COMMERCE

Vilko Domic
Assistant City Manager

December 2, 2024

To Whom It May Concern,

It is with great enthusiasm that I provide this letter of reference for Transtech Engineers, Inc., a trusted and integral partner to the City of Commerce since 2003. Transtech's extensive expertise and collaborative approach have made them an essential extension of our staff at City Hall, working closely with department directors to meet the evolving needs of our community.

Transtech provides a comprehensive suite of services, including Building & Safety, Plan Check, Inspection, City Engineering, Traffic Engineering, CIP Management, Construction Management and Inspection, Federally Funded Project Management, Grant Writing, Engineering Design, Public Works Permit Inspections, Map Check, and Planning Support.

A significant contribution from Transtech is their leadership in managing the City's Capital Improvement Program (CIP), overseeing projects from initial conception through to completion. Their team excels at handling all aspects of project management, ensuring efficiency, quality, and compliance with funding requirements.

Several projects managed by Transtech have been recognized as Project of the Year by the American Public Works Association (APWA). These accolades underscore the exceptional quality and transformative impact of their work. Projects like the Washington Boulevard Roadway Widening and Reconstruction and the Atlantic Boulevard Corridor Improvement Project demonstrate their ability to successfully manage large-scale, federally funded initiatives that enhance mobility, safety, and the overall quality of life in Commerce.

One of Transtech's standout achievements has been transitioning the City's Building and Safety Services from Los Angeles County to a fully in-house operation. This seamless transition included establishing key services such as Building Official, Plan Check, Permit Technician, and Inspection Services, ensuring continuity of service and a more tailored approach to the needs of our residents and businesses.

Transtech's commitment to customer service and community engagement sets them apart. Their team consistently delivers high-quality work with professionalism and a deep regard for fostering positive relationships with City staff, residents, and stakeholders. Their responsiveness, attention to detail, and proactive communication have strengthened the City's ability to deliver exceptional service.

Transtech Engineers, Inc. remains an invaluable partner for the City of Commerce. Their dedication to quality, innovation, and collaboration has greatly contributed to our City's growth and success. I highly recommend their services to any organization seeking a professional, community-focused team that goes above and beyond to meet expectations.

Sincerely,

Vilko Domic
Assistant City Manager

2535 Commerce Way • Commerce, California 90040 • (323) 722-4805 • FAX (323) 726-6231 • www.ci.commerce.ca.us

ATTACHMENTS REQUIRED BY RFP

Per RFP Section 3. PROPOSAL SUBMISSION, following Attachments are required to be included in the proposal:

Attachment A: Statement of Non-Collusion by Contractor

Attachment B: Subcontractor Campaign Contribution Acknowledgement Form

Attachment C: Sam.gov Verification – Debarment & Suspension Verification

Attachment D: Fee Schedule

Attachment F: Certificate of Insurance

Attachment G: W-9

Attachment A: Statement of Non-Collusion by Contractor

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

The undersigned declares:
I am the **Principal** of **TRANSTECH Engineers, Inc.**, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on **3/4/26** [date], at **Chino, CA** [city, state].

Firm **TRANSTECH Engineers, Inc.**

Ahmad Ansari *Signed electronically*
(Signature)

Ahmad Ansari, PE, Principal
(Print Name & Title)

Street **13367 Benson Ave.**

City **Chino** State **CA** Zip **91710**

Attachment B: Subcontractor Campaign Contribution Acknowledgement Form

Prime Consultant:
TRANSTECH Engineers, Inc.

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: ***TRANSTECH Engineers, Inc.***

By: *Ahmad Ansari* *Signed electronically*

Title: ***Ahmad Ansari, PE, Principal***

Date: ***3/4/26***

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

Subconsultant:
Funding / Labor Compliance & Grant Writing Support: AVANT GARDE, Inc. (DBE/WBE Firm);
www.agi.com.co

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: ***AVANT GARDE, Inc.***

By: *Lissette Montoya* *Signed electronically*

Title: ***Lisette Montoya, Principal***

Date: ***3/4/26***

Subconsultant:
Geotechnical Engineering Support: GEO-ADVANTEC, Inc.; www.geoadvantec.com

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: ***GEO-ADVANTEC, Inc.***

By: *Shawn Ariannia* *Signed electronically*

Title: ***Shawn Ariannia, President***

Date: ***3/4/26***

Subconsultant:
Landscape Architecture Support: WITHERS & SANDGREN, LTD; www.withersandsandgren.com

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: ***WITHERS & SANDGREN, LTD***

By: *Lacey Withers* *Signed electronically*

Title: ***Lacey Withers, Principal***

Date: ***3/4/26***

Subconsultant:
Survey Support: VANLENCO, Inc.; www.vanlenco.com

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: ***VANLENCO, Inc.***

By: *Neal J McPherson* *Signed electronically*

Title: ***Neal McPherson, PLS, Chief Operating Officer***

Date: ***3/4/26***

Subconsultant:
Environmental Consulting Support: ULTRA SYSTEMS, Inc. (DBE/WBE Firm); www.ultrasystems.com

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: ***ULTRA SYSTEMS, Inc.***

By: *Betsy A Lindsay* *Signed electronically*

Title: ***Betsy A Lindsey, CEO***

Date: ***3/4/26***

Subconsultant:
Architectural Consulting Support: IDS GROUP, Inc.; www.idsgi.com

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

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CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: ***IDS GROUP, Inc.***

By: *Said Hilmy* *Signed electronically*

Title: ***Said Hilmy, PE, Principal***

Date: ***3/4/26***

Subconsultant:
Landfill/Brownfield Development Specialty Services, FEMA Support, KIMLEY-HORN Associates; https://www.kimley-horn.com

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

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CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

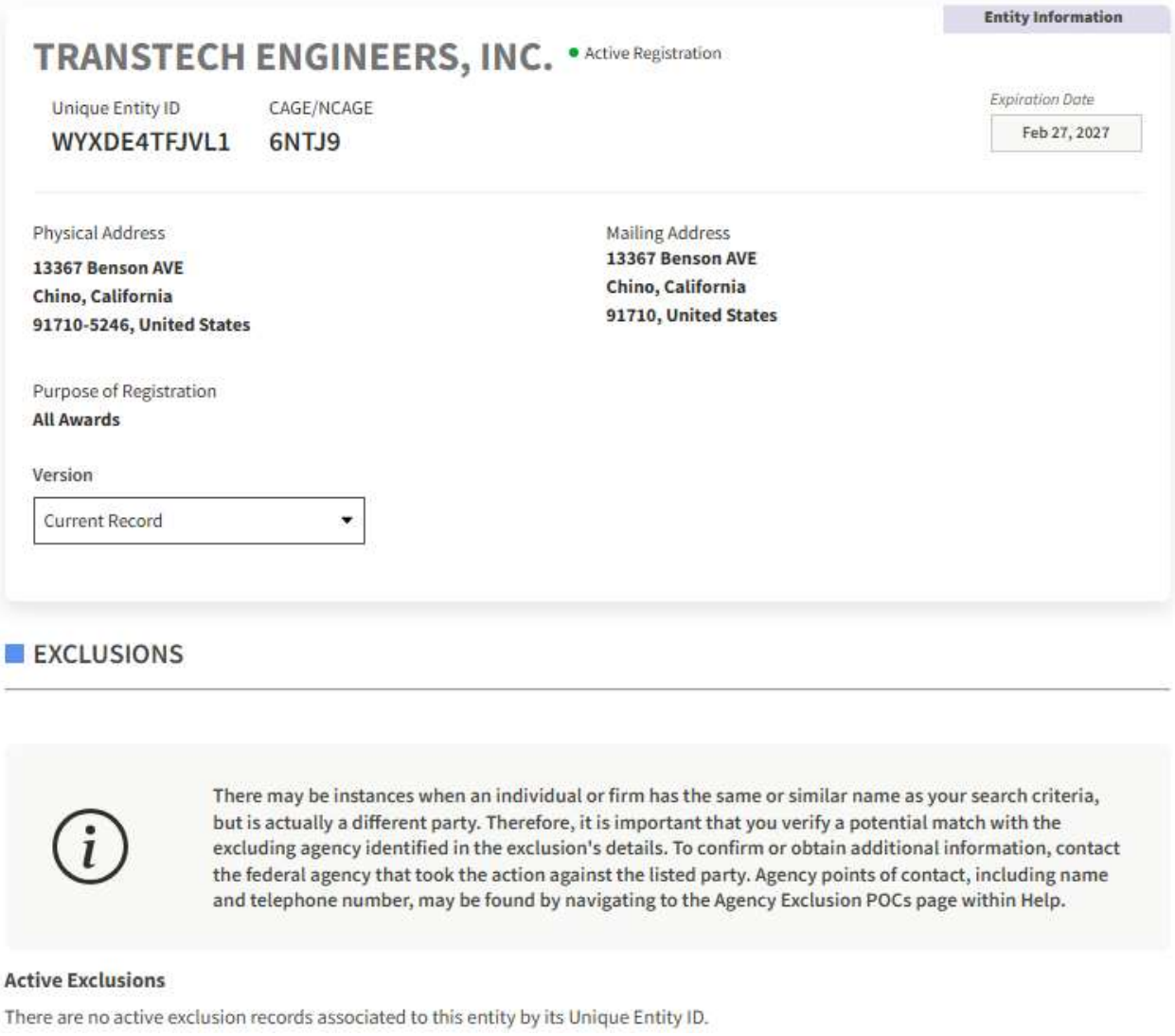
Company: ***KIMLEY-HORN Associates***

By: *Jean Fares* *Signed electronically*

Title: ***Jean Fares, P.E. Sr Vice President***

Date: ***3/4/26***

Attachment C: Sam.gov Verification – Debarment & Suspension Verification



Entity Information

TRANSTECH ENGINEERS, INC. ● Active Registration

Unique Entity ID
WYXDE4TFJVL1

CAGE/NCAGE
6NTJ9

Expiration Date
Feb 27, 2027

Physical Address
13367 Benson AVE
Chino, California
91710-5246, United States

Mailing Address
13367 Benson AVE
Chino, California
91710, United States

Purpose of Registration
All Awards

Version
Current Record

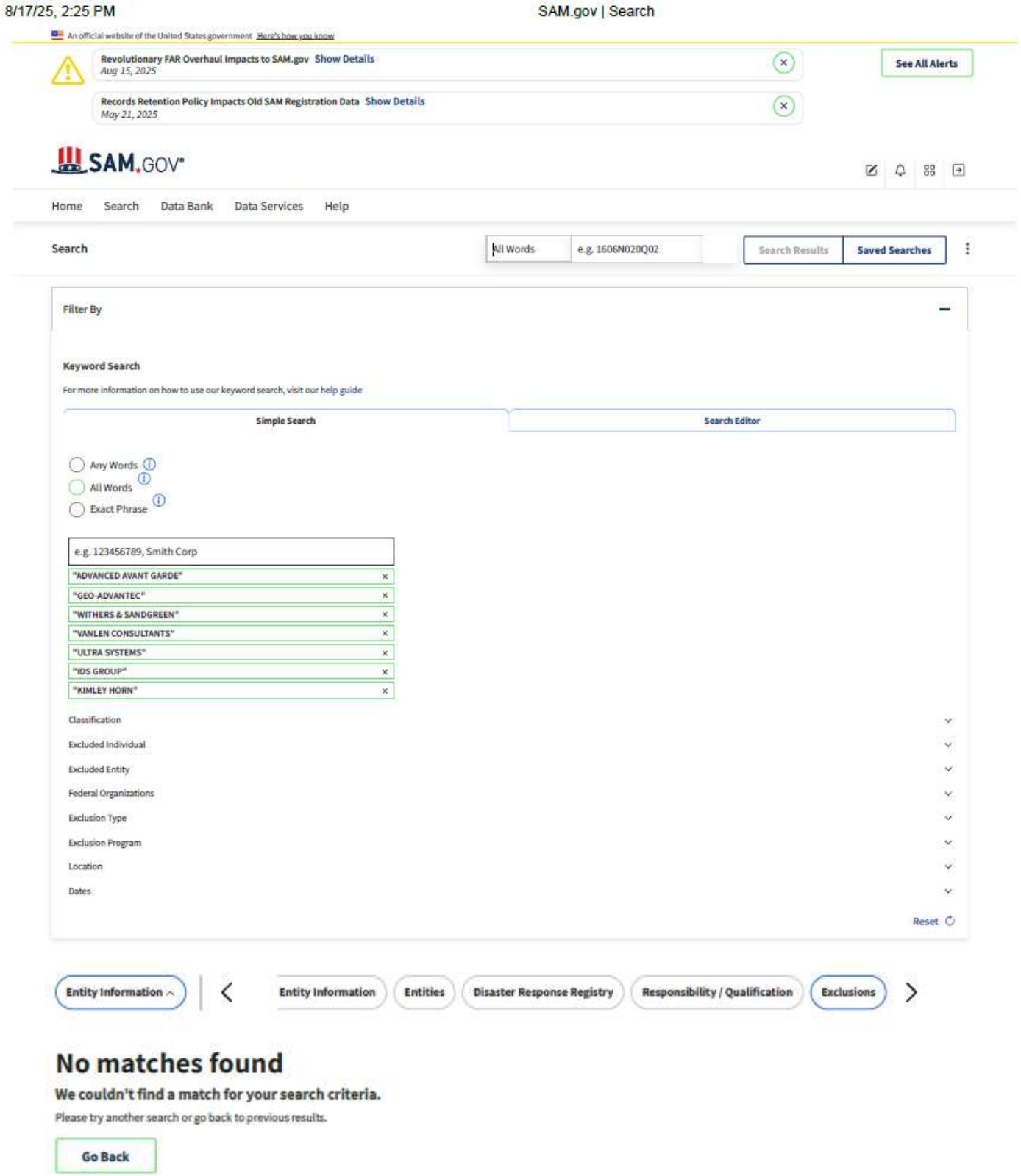
EXCLUSIONS

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.

Subconsultants SAM.GOV Exclusion List Confirmation:



Attachment D: Fee Schedule

(Per PlanetBid proposal submittal portal, FEE SCHEDULE is as a separate document under "COST FILE"

Attachment F: Certificate of Insurance

Transtech is currently under contract with the City for various services. We assume the contract language for this project will be similar to existing contract. If selected by the City for this project, we will appreciate the opportunity of having our Attorney discuss the final contract language to ensure our insurance is in compliance with current laws and regulations and meets the City's requirements with the City's Attorney. Following is Transtech's current Insurance Certificate.

Attachment G: W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
13367 Benson Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Chino Hills, CA 91710

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ – ___ – ____

or

Employer identification number
95 – 4314745

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** Ahmad Ansari, PE, Principal **Date ▶** 3-4-26

General Instructions

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

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

Purpose of Form

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

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

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

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

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

ADDENDUM ACKNOWLEDGEMENT

March 2, 2026

Addendum No. 1
Re: To All Potential Bidders
RFP# 2026-12
City Engineering Services, Traffic Engineering Services, Engineering Grant Writing/Administration Services, and On-Call General Engineering Services

To Whom It May Concern:

	Question	Answer
1	Is the prospective bidder required to provide all the Scope of Services, as stated in Attachment E?	Yes
2	Also, the RFP lists City Engineering Services, Traffic Engineer Services, Engineering Grant Writing/administration Services, and Call General Engineering Services. However, in the Scope of Services, Engineering Grant Writing/administration Services is not listed as a separate service but rather under City Engineering Services. Does this mean that a prospective bidder intending on providing Engineering Grant Writing/Administration Services needs to fulfill all of the City Engineering Services, as well? Please disregard if the bidder is required to propose on all the services stated in Attachment E	Yes, the proposed consultant is to provide all engineering services and Grant Writing/Administration Services as mentioned in the RFP.
3	Are firms expected to be able to perform all services shown in the scope of work?	Yes
4	With several types of services being requested, is this RFP intended to establish a bench of consultants?	No, this is intended to have one consultant serve our city.

1444 West Garvey Avenue South Room 308, West Covina CA 91790 • Office (626) 939-8438 • Fax (626) 939-8664

Addendum No. 1
RFP# 2026-12
City Engineering Services, Traffic Engineering Services, Engineering Grant Writing/Administration Services, and On-Call General Engineering Services
Continued

5	The City was directed to issue an RFP for Grant Writing Services per the February 3rd City Council Meeting. Being that this RFP includes Grant Writing Services, and if the intent is to have more than one firm that provides Grant Writing Services, how will assignments for grant writing services/activities be distributed?	No, this is intended to have one consultant hired on. If the selected consultant decides to hire a subcontractor to fulfill the required tasks, that may be an option.
6	1. Please confirm whether this procurement is subject to, and incorporates, the requirements set forth in the Caltrans Local Assistance Procedures Manual (LAPM) relating to the Architectural & Engineering (A&E) Consultant Contract Audit and Review Process, including but not limited to Indirect Cost Rate documentation, audit compliance standards, and all applicable federal and state requirements governing A&E consultant contracts.	This is not a federal project and wouldn't require the LAPM.
7	Regarding the insurance requirements for General Liability, the RFP specifies limits of $2,000,000 per occurrence (personal injury or bodily injury) and $4,000,000 aggregate. Would the City accept $1,000,000 per occurrence and $2,000,000 aggregate?	The City will only accept what's identified in the RFP.

The bidder shall acknowledge receipt of all addenda by signing and enclosing each addendum form in its proposal submittal. Failure to do so may result in a rejection of his/her submittal.

Ahmad Ansari, PE, Principal

Authorized Signature

Sincerely,

Karen Ogawa
Finance Director

Submitted To

City of WEST COVINA

Submitted on PlanetBids

Fee Proposal

RFP No. 2026-12

CITY ENGINEERING
TRAFFIC ENGINEERING
GRANT WRITING/ADMINISTRATION
ON-CALL GENERAL ENGINEERING SERVICES



TRANSTECH
Est. 1989

www.transtech.org
855.595.2495 (toll-free)

Submitted By

TRANSTECH Engineers, Inc.

Contact Person:
Ahmad Ansari, PE, Principal
E: ahmad.ansari@transtech.org
C: 949-702-5612; O: 909-595-8599

About Transtech Video Highlight: CLICK HERE

TRANSTECH
Est. 1989
www.transtech.org

March 5, 2026

City of WEST COVINA

Submitted on PlanetBids

Fee Proposal, RFP. No. 2026-12
CITY ENGINEERING, TRAFFIC ENGINEERING, GRANT WRITING/ADMINISTRATION, ON-CALL GENERAL ENGINEERING SERVICES

Per PlanetBid proposal submittal portal, FEE SCHEDULE is submitted as a separate document under "COST FILE".

Thank you for the opportunity to submit this Proposal. Should you have any questions, or require additional information, please contact the undersigned.

Sincerely,

Ahmad Ansari, PE, Principal E: ahmad.ansari@transtech.org; C: 949-702-5612; O: 909-595-8599

Per PlanetBid proposal submittal portal, FEE SCHEDULE is submitted as a separate document under "COST FILE".

Transtech's Schedule of Hourly Rates for all Staff Classifications

TRANSTECH ENGINEERS, INC.
SCHEDULE OF HOURLY RATES
Effective: July 1, 2025 - June 30, 2026
Rates are average ranges, negotiable and can be adjusted to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.

ENGINEERING			
Field Technician	$91	-	$101
Engineering Technician	$101	-	$112
Assistant CAD Drafter	$112	-	$128
Senior CAD Drafter	$128	-	$144
Associate Designer	$144	-	$160
Senior Designer	$160	-	$176
Design Project Manager	$203	-	$213
Assistant Engineer	$123	-	$133
Associate / Staff Engineer	$155	-	$171
Senior Civil Engineer	$213	-	$235
Traffic Analyst Technician	$106	-	$118
Associate Traffic Analyst	$160	-	$171
Senior Traffic Analyst	$171	-	$181
Professional Transportation Planner	$181	-	$197
Traffic Engineer Technician	$101	-	$112
Associate/Staff Traffic Engineer	$155	-	$171
Traffic Engineer	$181	-	$197
Senior Traffic Engineer	$197	-	$218
Project Manager	$197	-	$218
Senior Project Manager	$218	-	$235
Deputy City Engineer	$181	-	$203
City Engineer	$203	-	$218
Principal Engineer	$218	-	$240
BUILDING & SAFETY			
Permit Technician	$80	-	$91
Plan Check Technician/Analyst/Supervisor	$133	-	$149
Building Inspector	$123	-	$139
Senior Inspector	$133	-	$149
Plans Examiner/Checker	$149	-	$165
Plan Check Engineer	$160	-	$181
Deputy Building Official	$171	-	$181
Building Official	$176	-	$192

CONSTRUCTION MANAGEMENT			
Labor Compliance Analyst	$155	-	$165
Funds Coordinator	$160	-	$171
Office Engineer	$155	-	$165
Construction Inspector	$149	-	$160
Senior Construction Inspector	$160	-	$171
Construction Manager	$181	-	$197
Resident Engineer	$197	-	$213
PUBLIC WORKS INSPECTION			
Public Works Inspector	$149	-	$160
Senior Public Works Inspector	$160	-	$171
Supervising PW Inspector	$171	-	$181
SURVEY AND MAPPING			
Survey Analyst	$160	-	$165
Senior Survey Analyst	$165	-	$171
2-Man Survey Crew	$368	-	$384
Survey & Mapping Specialist	$197	-	$213
Licensed Land Surveyor	$224	-	$235
FUNDING & GRANT WRITING			
Funds Analyst	$155	-	$160
Senior Funds Analyst	$160	-	$171
Grant Writer	$176	-	$181
Funds & Grant Project Manager	$197	-	$208
PLANNING			
Community Development Technician	$85	-	$96
Planning Technician	$96	-	$106
Assistant Planner	$106	-	$128
Associate Planner	$128	-	$149
Senior Planner	$155	-	$176
Planning Manager	$181	-	$203
ADMINISTRATIVE STAFF			
Administrative/Clerical	$75	-	$85
Project Accountant	$85	-	$96

The above fees are increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

Z&K CONSULTANTS
BUILDING SOLUTIONS

ATTACHMENT NO.2



City of West Covina
Proposal for RFP No. 2026-12
City Engineering Services, Traffic Engineering Services, Engineering Grant Writing/Administration Services, and On-Call General Engineering Services

March 5, 2026

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2. Project Summary Section 02

3. Methodology Section 04

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6. List of Similar Services Performed 09

7. References 13

Appendices

Appendix A ..... Resumes

Appendix B ..... Forms



1. Cover Letter

Z&K CONSULTANTS
BUILDING SOLUTIONS

1. Cover Letter

March 5, 2026

Jazmin Hernandez, *Purchasing Manager*
City of West Covina
1444 W. Garvey Avenue South, Room 308, West Covina, CA 91790

Re: Proposal for City Engineering Services, Traffic Engineering Services, Engineering Grant Writing/Administration Services, and On-Call General Engineering Services (RFP No. 2026-12)

Dear Ms. Hernandez and Members of the Selection Committee,

Z&K Consultants, Inc. is pleased to submit our proposal in response to the City of West Covina's Request for Proposals for City Engineering Services, Traffic Engineering Services, Engineering Grant Writing / Administration Services, and On-Call General Engineering Services. As a certified DBE/WBE/SBE firm headquartered in Southern California, Z&K offers an experienced and credentialed team with a strong track record supporting municipalities through development review, capital improvement delivery, traffic engineering, grant administration, and on-call staff augmentation services.

Relevant Experience and Qualifications of the Proposed Project Team | Z&K has assembled a highly experienced team with extensive expertise supporting municipal agencies throughout Southern California. Our team has successfully delivered a wide range of public infrastructure projects and municipal engineering services including development plan review, subdivision map processing, right-of-way permit administration, capital improvement program management, and traffic engineering coordination.

We are pleased to propose Amer Jakher, PE, MBA to serve as City Engineer. With more than 36 years of municipal engineering leadership experience, including service as City Engineer and Public Works Director, Amer brings extensive expertise in development engineering, permitting, CIP delivery, grant funding, and interagency coordination. To provide specialized transportation expertise, Z&K has partnered with Minagar & Associates, Inc., a highly respected traffic engineering firm that will support traffic safety evaluations, traffic impact study review, speed surveys, and transportation planning services.

> ***Z&K Consultants currently provides municipal engineering, development plan review, right-of-way permitting support, traffic coordination, and capital improvement program management under more than 65 active on-call contracts with public agencies throughout Southern California.***

Capacity to Perform | Z&K maintains the organizational structure and staffing resources necessary to effectively support multiple public agency assignments. Our cross-trained engineers, inspectors, and project managers are supported by centralized systems for scheduling, cost tracking, and documentation, enabling us to quickly mobilize staff and respond to City priorities. This structure allows us to provide consistent support for development review, traffic engineering coordination, capital improvement program implementation, and on-call engineering services while maintaining clear communication with City staff, applicants, and stakeholders.

The contact person for this proposal is Crystal Fraire, PE, President (Principal-in-Charge), who is authorized to represent Z&K Consultants, Inc. and may be reached at (951) 310-7470 or cfraire@zandkconsultants.com. Z&K Consultants acknowledges receipt of Addendum No. 1 dated March 2, 2026, and confirms that the information contained therein has been incorporated into this proposal. This proposal and accompanying Fee Schedule will remain valid for 120 days following submission. We confirm our team's availability to support the City throughout the contract term. I am fully authorized to commit Z&K Consultants, Inc. to the terms of this proposal.

Thank you for the opportunity to submit our proposal. We look forward to the opportunity to continue supporting the City of West Covina.

Sincerely,

Crystal Fraire

Crystal Fraire, PE, *President (Principal-in-Charge)*
17130 Van Buren Blvd. #122, Riverside, CA 92504
(951) 310-7470 | cfraire@zandkconsultants.com

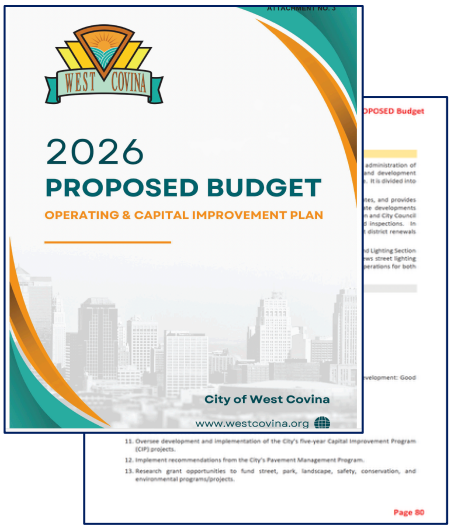


2. Project Summary Section

2. Project Summary Section

The City of West Covina requires comprehensive engineering support to ensure the effective delivery of capital improvement projects, the timely review of private development applications, the administration of encroachment permits, and the evaluation of traffic and transportation-related issues throughout the City. Maintaining safe and reliable public infrastructure while supporting orderly development requires responsive municipal engineering services capable of adapting to evolving priorities, regulatory requirements, and funding opportunities.

As identified in the City's FY 2025–26 Proposed Budget, West Covina continues to prioritize investment in its transportation network, stormwater infrastructure, accessibility improvements, and traffic safety enhancements. Planned initiatives include roadway rehabilitation, storm drain system upgrades, ADA accessibility improvements, and traffic safety programs designed to improve mobility and maintain reliable infrastructure for residents and businesses. These initiatives require responsive engineering support to ensure projects are delivered efficiently, comply with regulatory requirements, and maximize available state and regional funding sources such as SB1 and Measure R.

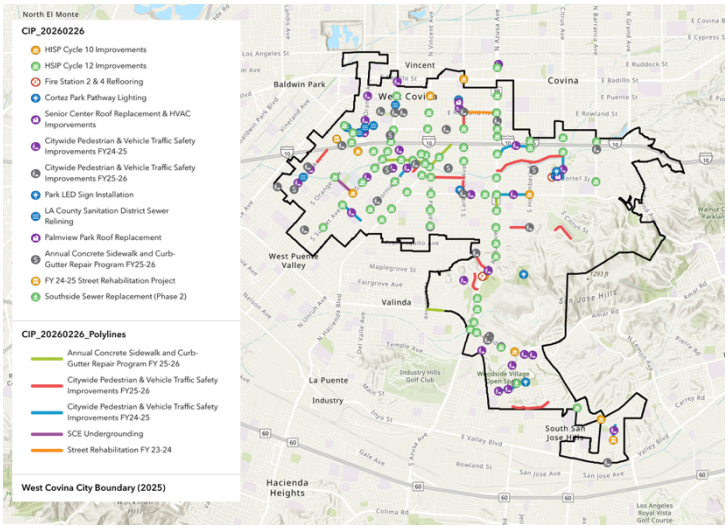


At the same time, the City must balance infrastructure investment with limited General Fund resources. This makes it critical for the City to partner with experienced engineering professionals who can deliver services efficiently, maintain regulatory compliance, and help secure external funding opportunities to advance important infrastructure projects.

Z&K Consultants, Inc., supported by Minagar & Associates, Inc., understands that the City's objective is to provide responsive, knowledgeable, and cost-effective municipal engineering services that protect the public right-of-way, support safe and orderly development, and deliver infrastructure improvements that enhance community safety and mobility.

Understanding of the City

West Covina is a well-established community with ongoing demands for infrastructure maintenance, development review, and public right-of-way management. As development and redevelopment continue throughout the City, maintaining efficient plan review, permit processing, and inspection services is essential to supporting orderly growth while protecting public infrastructure.



The City also manages a wide range of capital improvement projects designed to maintain and improve public infrastructure systems. These projects require careful planning, coordination with multiple agencies, and compliance with state and federal funding requirements. The ability to deliver projects efficiently while maintaining transparency and accountability is critical to supporting the City's long-term infrastructure goals.

Z&K understands that the City requires an engineering partner capable of supporting both day-to-day operational needs and long-term infrastructure planning. Our team is prepared to assist City staff by providing responsive engineering services, maintaining consistent oversight of public right-of-way activities, and ensuring that development and infrastructure projects are delivered in accordance with City standards and community expectations.

Understanding of the Work

The Scope of Services requires a comprehensive range of engineering services that support both the City's day-to-day operational needs and its long-term infrastructure priorities. These services include City Engineer services, capital improvement program support, traffic engineering services, on-call engineering assistance, and grant writing and administration.

- **City Engineer Services |** Plan review, permit processing, and inspection services for encroachment permits, grading, drainage, and improvement plans, as well as subdivision map review and development application support. These services ensure that public and private improvements meet City standards while protecting the integrity of the public right-of-way. Z&K proposes Amer Jakher, PE, MBA to serve as City Engineer, providing consistent leadership and technical oversight for development review, permitting, and public infrastructure coordination.
- **Capital Improvement Program (CIP) Support |** Assistance with project planning, preparation of bid documents, contract administration, and coordination with funding agencies to ensure successful project delivery. Typical projects may include roadway rehabilitation, storm drain improvements, ADA facility upgrades, and utility coordination. These efforts directly support the City's infrastructure priorities identified in the FY 2025–26 Proposed Budget.
- **Traffic Engineering Services |** In partnership with Minagar & Associates, Inc., Z&K will provide specialized traffic engineering services including review of traffic impact studies, traffic safety evaluations, warrant analyses, speed surveys, and traffic calming solutions. Coordination with the Los Angeles County Department of Public Works will support signal timing, striping, signage, and other traffic control improvements that enhance safety and mobility.
- **On-Call General Engineering Services |** Technical consultation, feasibility studies, plan and map review, utility coordination, and permit processing support provided on an as-needed basis. These services provide the City with flexible engineering resources capable of responding to changing priorities and emerging infrastructure needs. This scope may also include support for the City's transition to Accela permit software to improve efficiency in permit tracking and development review workflows.
- **Grant Writing and Administration |** Identification, preparation, and administration of grant applications to maximize funding opportunities from federal, state, and regional programs. Given the City's reliance on funding sources such as SB1 and Measure R, these services will help the City secure additional resources and ensure compliance with all applicable grant requirements.

Objectives to be Accomplished

Through this contract, the City seeks to achieve several key objectives:

- ✓ Provide consistent and reliable engineering oversight of public right-of-way activities.
- ✓ Maintain timely and thorough plan review and inspection services that support safe and orderly development.
- ✓ Deliver capital improvement projects efficiently, within budget, and in compliance with funding requirements.
- ✓ Enhance traffic safety and circulation through data-driven engineering recommendations.
- ✓ Maximize infrastructure investment through effective grant funding and administration.
- ✓ Provide flexible engineering support to assist City staff and respond to emerging operational needs.

Our Commitment

Z&K proposes Amer Jakher, PE, MBA as the dedicated City Engineer, bringing more than 36 years of municipal engineering and public works leadership experience. Supported by Z&K's multidisciplinary engineering team and Minagar & Associates' traffic engineering specialists, our team will provide comprehensive coverage across all required service areas. Together, our objective is to act as a seamless extension of City staff, ensuring consistent engineering oversight, safeguarding public infrastructure, enhancing mobility, and helping the City of West Covina achieve its long-term goals for safety, sustainability, and community service.



3. Methodology Section

3. Methodology Section

Z&K Consultants, Inc., in partnership with Minagar & Associates, Inc., will apply a structured and responsive methodology to deliver City Engineering, Traffic Engineering, Grant Writing and Administration, and On-Call General Engineering Services for the City of West Covina. Our approach emphasizes collaboration, efficient development review processes, regulatory compliance, and transparent communication to provide reliable engineering support to City staff.

Contract Approach and Task Order Management

Z&K will operate as an extension of City staff, providing engineering support through a flexible task order structure that allows the City to assign services as priorities arise. Each assignment will begin with a coordination meeting to confirm the scope, schedule, communication protocols, and expected deliverables. Key elements of our contract approach include:

- Establishing clear communication channels between Z&K staff and City departments.
- Confirming roles and responsibilities for each task order.
- Providing regular updates to City staff regarding project status and milestones.
- Maintaining organized project documentation and activity tracking.
- Delivering services in accordance with City policies, municipal codes, and state and federal requirements.

Amer Jakher, PE, MBA will serve as City Engineer and provide consistent leadership and accessibility to City staff, applicants, and developers.

City Engineer and Development Review Approach

Efficient development review and permit processing are essential to supporting orderly growth while protecting the City's public infrastructure. Z&K will provide comprehensive support for development review, permit administration, and right-of-way management. Our team will:

- Review grading, drainage, and improvement plans to ensure compliance with City standards.
- Process and review encroachment permits for activities occurring within the public right-of-way.
- Review subdivision maps and development applications in accordance with the Subdivision Map Act.
- Coordinate with applicants, developers, and design engineers to resolve plan review comments efficiently.
- Provide technical guidance to City staff regarding infrastructure requirements and engineering standards.

By maintaining consistent communication with applicants and City departments, Z&K ensures that development review processes remain efficient while safeguarding the integrity of public infrastructure.

Capital Improvement Program Support

Z&K will support the City's Capital Improvement Program (CIP) by assisting with planning, design review, procurement, and project management activities. Our objective is to help the City deliver infrastructure projects efficiently while maintaining cost control and compliance with applicable funding requirements. Typical CIP support services include:

- Preparation and review of plans, specifications, and bid documents.
- Coordination with utility agencies and project stakeholders.
- Assistance during the bidding process, including pre-bid meetings and contractor inquiries.
- Monitoring contractor performance and reviewing project documentation.
- Assisting with contract administration, change order evaluation, and invoice review.

These services support the City's ongoing priorities, including roadway rehabilitation, stormwater infrastructure improvements, ADA accessibility upgrades, and transportation safety enhancements.

Traffic Engineering Methodology

Traffic engineering services will be provided in partnership with Minagar & Associates, Inc., a recognized leader in municipal traffic engineering throughout Southern California. Traffic engineering services will include:

- Review of traffic impact studies associated with development projects.
- Traffic safety evaluations based on collision data and community concerns.
- Speed surveys and warrant analyses for traffic control devices.
- Evaluation of traffic circulation, access, and parking conditions.
- Coordination with the Los Angeles County Department of Public Works regarding signals, striping, and signage.

Our traffic engineering approach emphasizes data-driven analysis and practical recommendations that enhance safety while maintaining efficient traffic operations.

Grant Writing and Administration Approach

Z&K will assist the City in identifying and securing funding opportunities that support infrastructure investment while minimizing impacts on the City's General Fund. Our grant services include:

- Identification of relevant federal, state, and regional funding opportunities.
- Preparation of competitive grant applications.
- Coordination with City staff to align grant applications with infrastructure priorities.
- Administration of awarded grants, including reporting and documentation requirements.

Amer Jakher's experience securing and administering funding through programs such as SB1, Measure R, HSIP, and FEMA provides valuable expertise to help West Covina maximize available funding opportunities.

Communication and Reporting

Effective communication is essential for successful project delivery. Z&K will maintain open and consistent communication with City staff through structured reporting and regular coordination meetings. Our communication strategy includes:

- Weekly or bi-weekly coordination meetings with City staff as needed.
- Regular status updates regarding development review activities and project progress.
- Organized documentation of permits, inspections, project correspondence, and approvals.
- Immediate notification of potential issues that may impact project schedules or budgets.

This approach ensures transparency and allows the City to remain fully informed throughout all phases of each assignment.

Quality Assurance and Quality Control

Z&K applies a structured Quality Assurance and Quality Control (QA/QC) program to ensure all engineering services meet the highest professional standards. Our QA/QC procedures include:

- Independent review of engineering calculations and technical documents.
- Verification that plans and permits comply with City standards and applicable codes.
- Documentation of review comments and corrective actions.
- Ongoing monitoring of project deliverables to ensure accuracy and completeness.

These procedures ensure that all work performed under this contract meets the City's expectations for quality, safety, and regulatory compliance.

Proposed Timeline and Responsiveness

Because these services are on-call, Z&K emphasizes responsiveness and efficient turnaround times. Our team will coordinate with City staff to establish schedules and deliverables, respond to requests within 24 hours, complete plan reviews consistent with City timelines, and provide support for urgent engineering issues as needed to ensure timely and reliable service.

Development Review and Permit Administration Approach

Z&K Consultants will support the City of West Covina's development review process by providing timely, consistent, and technically thorough plan review and permit administration services. Efficient development review is essential to maintaining orderly growth while protecting public infrastructure and ensuring compliance with City standards and state regulations. Our team will work closely with City staff, applicants, and developers to facilitate clear communication and efficient resolution of engineering comments throughout the review process.

Z&K engineers will perform detailed reviews of grading plans, drainage plans, street improvement plans, subdivision maps, and other development-related engineering documents. Reviews will be conducted in accordance with the California Subdivision Map Act, California Streets and Highways Code, applicable municipal codes, and City design standards. Our team will prepare clear and concise plan check comments, identify potential conflicts early in the review process, and coordinate with applicants to ensure that required revisions are addressed efficiently. Encroachment permit administration is another critical component of municipal engineering services. Z&K will assist the City with the review and inspection of encroachment permits for construction activities within the public right-of-way, including utility installations, driveway construction, sidewalk repairs, temporary traffic control, and related improvements. Our team will coordinate with contractors, developers, and utility providers to ensure that permitted work complies with City standards, approved plans, and applicable safety requirements.

Plan Review Workflow

To maintain efficient processing of development applications, Z&K will implement a structured plan review workflow designed to support predictable review timelines and clear coordination with City staff and applicants. This workflow generally includes:

- Initial intake review to confirm completeness of submitted plans and supporting documents.
- Detailed engineering review of grading, drainage, utility, and improvement plans for compliance with City standards and applicable regulations.
- Preparation of written plan check comments and coordination with applicants to address required revisions.
- Final review of revised plans to confirm compliance with engineering standards and conditions of approval.

Through this structured process, Z&K helps maintain efficient review cycles while ensuring that all development improvements meet the City's engineering requirements and public infrastructure standards.

Grant Funding and Infrastructure Financing Support

Z&K will assist the City in identifying, pursuing, and administering grant funding opportunities that support infrastructure improvements and transportation projects. Our team has experience preparing successful grant applications and managing funding from federal, state, and regional programs such as SB1, HSIP, and other transportation funding sources. Services may include identifying funding opportunities aligned with the City's capital improvement priorities, preparing technical documentation to support grant applications, and assisting with post-award reporting and compliance requirements.

Typical Service Timeframes

Because the services under this contract are on-call in nature, Z&K emphasizes responsiveness and efficient turnaround times. Our team will coordinate closely with City staff to establish schedules for individual assignments and maintain timely delivery of engineering services. Typical response timeframes include:

- Initial response to City requests within 24 hours
- Plan review comments typically provided within 10–15 business days, depending on project complexity and City review cycles
- Encroachment permit reviews typically completed within 3–5 business days
- Traffic study reviews completed within 10–14 business days, depending on scope
- Task order coordination and kickoff meeting within 2–3 business days of authorization.

These timeframes help ensure the City maintains efficient development review processes while allowing Z&K to deliver engineering services with the level of accuracy, coordination, and oversight required for public infrastructure projects.

Organizational Chart

Z&K Consultants has assembled a highly qualified project team to deliver City Engineering Services, Traffic Engineering Services, Grant Writing/Administration, and On-Call General Engineering Services for the City of West Covina. Our organizational structure is designed to provide clear lines of communication, dedicated leadership, and responsive technical support to City staff. The organizational chart below illustrates the structure of the proposed team and the roles of key personnel assigned to support the City.



Amer Jakher, PE, MBA, City Engineer | Amer brings more than 36 years of municipal engineering and public works leadership experience. He has served as City Engineer and Public Works Director for multiple Southern California agencies, overseeing development review, permitting, capital improvement programs, and public infrastructure delivery. Amer has extensive experience managing roadway, stormwater, water and wastewater, ADA, and traffic infrastructure projects while ensuring compliance with CEQA, SB1, and other state and federal requirements. As the proposed City Engineer for the City of West Covina, Amer will provide technical leadership, coordinate closely with City staff and stakeholders, and ensure responsive and efficient delivery of engineering services.





4. Fee Schedule
(Separate Submission)

Z&K CONSULTANTS
BUILDING SOLUTIONS



5. Excluded or Subcontracted Services

5. Excluded or Subcontracted Services

Z&K Consultants, Inc. proposes to provide the majority of the services outlined in this RFP with in-house staff, including City Engineer services, development review, encroachment permit administration, capital improvement program support, grant administration, and on-call engineering services.

Subcontracted Services

To provide specialized traffic engineering expertise, Z&K has partnered with Minagar & Associates, Inc., a professional Traffic Engineering and Transportation Planning firm based in Irvine, California. Minagar will provide traffic engineering services including review of traffic impact studies, traffic safety evaluations, speed surveys, warrant analyses, traffic calming studies, and coordination with the Los Angeles County Department of Public Works regarding traffic signals, striping, and signage. Their experience supporting municipalities throughout California ensures the City will receive reliable, technically sound traffic engineering support.

Excluded Services

Z&K does not anticipate the need for excluded services. All services identified in the Scope of Work will be performed directly by Z&K Consultants, Inc. staff or by the identified subcontractor. If highly specialized services outside the scope of this contract are required (such as geotechnical investigations, hazardous materials testing, or environmental assessments), those services would typically be procured separately by the City or through City-approved specialty consultants.

City Staff Role

Certain administrative functions will remain the responsibility of City staff, including permit processing within the City's system, final approval of engineering recommendations, and coordination with City Council and other departments. Z&K will support these activities by providing technical review, engineering recommendations, and staff reports as requested.



6. List of Similar Services Completed

Z&K CONSULTANTS
BUILDING SOLUTIONS

6. List of Similar Services Completed

Z&K Consultants, Inc. has extensive experience providing municipal engineering, traffic engineering, grant administration, and on-call engineering services to public agencies throughout Southern California. Over the past three years, our team has supported numerous cities with City Engineer services, development review, capital improvement program (CIP) support, encroachment permit administration, and infrastructure project delivery. The projects below represent recent assignments comparable in scope and complexity to the services requested in this RFP and demonstrate our ability to provide responsive engineering support and effective management of public infrastructure programs.

City of Manhattan Beach		
	Contact Person:	Pernilla Brandt, *Project Manager* (949) 292-2010, pbrandt@manhattanbeach.gov
	Dates of Services:	2023 – Present (Ongoing)
	Scope of work:	On-Call Engineering, Traffic Engineering, Grant Writing/Administration, Project Management, Construction Management, and Inspection Services

Z&K Consultants provides comprehensive on-call engineering services supporting the City of Manhattan Beach's Capital Improvement Program and day-to-day municipal engineering operations. Our team assists City staff with engineering oversight of public infrastructure projects, development plan review, right-of-way permit coordination, and delivery of multi-disciplinary infrastructure improvements. Key services include:



- **City Engineering Support:** Assistance with engineering review of public infrastructure improvements, coordination with City departments, preparation of staff reports, and technical guidance related to municipal infrastructure projects
- **Development and Plan Review:** Review of grading, drainage, and improvement plans associated with private development projects and public infrastructure improvements to ensure compliance with City standards and applicable regulations
- **Capital Improvement Program (CIP) Support:** Project management and technical support for roadway, stormwater, and infrastructure improvement projects included in the City's CIP. Responsibilities include project coordination, schedule monitoring, contractor oversight, and compliance documentation
- **Encroachment and Right-of-Way Coordination:** Oversight of construction activities occurring within the public right-of-way, including inspection coordination and verification of compliance with City standards
- **Traffic and Transportation Coordination:** Support for traffic-related infrastructure improvements, including traffic signal coordination, pedestrian safety improvements, and intersection upgrades
- **Grant-Funded Infrastructure Projects:** Support for projects funded through state and federal programs, including documentation and coordination necessary to ensure compliance with funding requirements.

Representative Projects Include:

- 28th Street Stormwater Infiltration Project *($28M)*
- Stormwater Trash Capture Project *($4M)*
- Water Line Reconstruction Project *($4M)*
- Utility Undergrounding Project *(Cost Varies)*
- Cycle 2 Marine Avenue and 14th Street *($1.6M)*

City of Carson		
	Contact Person:	Dr. Arlington Rodgers, Jr, *Director of Public Works* (310) 847-3500, arodgers@carsonca.gov
	Dates of Services:	2023 – Present (Ongoing)
	Scope of work:	On-Call Engineering, Traffic Engineering, Grant Writing/Administration, Project Management, Construction Management, and Inspection Services

Z&K Consultants provides on-call engineering and project management services supporting the City of Carson's Capital Improvement Program and infrastructure initiatives. Our team assists City staff with engineering oversight, project planning, construction management, and inspection services for roadway, infrastructure, and municipal facility improvements. Responsibilities include plan review, contract administration, schedule and budget monitoring, coordination with contractors and utilities, and preparation of technical documentation to ensure projects comply with City standards and regulatory requirements.

Representative Projects Include:

Transportation Projects

- Citywide Pavement Rehabilitation and Slurry Seal Program

Buildings and Facilities Projects

- Carson City Hall Basement Renovation
- Civic Center Specific Plan

City of Chino		
	Contact Person:	Ed Diaz, *Project Manager* (909) 334 – 3534, ediaz@cityofchino.org
	Dates of Services:	2020 – Present (Ongoing)
	Scope of work:	On-Call Engineering, Traffic Engineering, Grant Writing/Administration, Project Management, Construction Management, and Inspection Services

Z&K Consultants provides on-call engineering services supporting the City of Chino's public works and capital improvement programs. Our team assists City staff with development review, plan check services, encroachment permit inspections, project management, and infrastructure project delivery. Services include coordination with developers, contractors, and utility agencies to ensure that public and private improvements comply with City standards and applicable regulatory requirements. Z&K supports all phases of project implementation, including plan review, construction oversight, contract administration, budget tracking, and regulatory compliance. Our team also performs public right-of-way encroachment inspections and stormwater compliance inspections to ensure adherence to environmental and safety requirements.

Representative Projects Include:

Transportation Projects

- Pine Avenue Widening and Pine/Euclid Improvements
- Kimball / El Prado / Central Traffic Improvements
- Yorba Avenue Improvements
- Citywide Slurry Seal and Pavement Rehab

Utility and Stormwater Projects

- Russell Avenue Waterline Replacement Project
- Benson Reservoir and Site Improvements

Buildings and Facilities Projects

- City Hall Parking Lot Improvements

City of Corona	
Contact Person:	Aftab Hussain, *Project Manager* (909) 202-5981, Aftab.Hussain@coronaca.gov
Dates of Services:	2018 – Present (Ongoing)
Scope of work:	On-Call Engineering, Traffic Engineering, Grant Writing/Administration, Project Management, Construction Management, and Inspection Services

Z&K Consultants provides on-call engineering and project delivery services supporting the City of Corona's Capital Improvement Program and public infrastructure initiatives. Our team assists City staff with project planning, engineering coordination, construction management, inspection, and regulatory compliance for roadway, utility, and municipal infrastructure improvements.

Z&K supports all phases of project delivery, including plan review, preparation of bid documents, contractor coordination, schedule and budget monitoring, and project documentation. Our team works closely with City staff, contractors, and regulatory agencies to ensure projects comply with City standards and applicable state and federal requirements. Through proactive coordination and detailed oversight, Z&K helps the City deliver infrastructure projects efficiently while maintaining quality, safety, and fiscal accountability.

Representative Projects Include:

Transportation Projects

- Citywide Pavement Rehabilitation Program
- Corona Green Alleys Improvement Project

Buildings and Facilities Projects

- City Hall Veterans Memorial Improvements
- Old Police Department Building Demolition Project

Utility and Stormwater Projects

- Liberty Avenue Waterline Replacement Project
- Water Reclamation Facility No. 2 Electrical Upgrades
- Wastewater Treatment Facility Infrastructure Improvements

City of El Segundo	
Contact Person:	Cheryl Ebert, *City Engineer* (310) 524-2321, cebert@elsegundo.org
Dates of Services:	2022 – Present (Ongoing)
Scope of work:	On-Call Engineering, Traffic Engineering, Grant Writing/Administration, Project Management, Construction Management, and Inspection Services

Z&K Consultants provides on-call engineering services supporting the City of El Segundo's public works operations and infrastructure programs. Our team assists City staff with encroachment permit inspections, engineering support, project management, and coordination of transportation and infrastructure improvements. Services include inspection of construction activities within the public right-of-way, verification of compliance with City standards, and coordination with contractors and developers to minimize impacts to the community. Z&K also provides engineering and project management support for infrastructure improvements, including roadway rehabilitation, traffic signal upgrades, and utility improvements. Our team assists the City with grant writing and administration services to help secure funding for infrastructure improvements. Through proactive coordination and technical oversight, Z&K supports the City in delivering projects efficiently while maintaining compliance with regulatory requirements and City standards.

Current On-Call Contracts

Z&K Consultants currently provides on-call Project Management (PM), Construction Management (CM), and Construction Inspection (CI) services to numerous municipal, regional, and state agencies throughout California. These contracts support a wide range of public infrastructure programs, including transportation improvements, municipal facilities, parks, utilities, and citywide Capital Improvement Programs (CIPs).

Our teams routinely manage multiple task orders, coordinate closely with agency staff, and deliver consistent oversight of project schedules, budgets, quality control, and documentation. The table below summarizes Z&K's current on-call contracts and the services provided for each agency.

#	Agency	PM	CM	CI
1	City of Alhambra	✓	✓	✓
2	City of Beaumont	✓		
3	City of Bell	✓	✓	✓
4	City of Burbank	✓	✓	✓
5	City of Carson	✓	✓	✓
6	City of Cathedral City	✓	✓	✓
7	City of Cerritos		✓	✓
8	City of Chino	✓	✓	✓
9	City of Corona	✓	✓	✓
10	City of Costa Mesa	✓	✓	✓
11	City of Downey	✓	✓	✓
12	City of Eastvale	✓	✓	✓
13	City of El Monte		✓	✓
14	City of El Segundo	✓	✓	✓
15	City of Encinitas	✓	✓	✓
16	City of Fontana	✓	✓	✓
17	City of Glendale	✓	✓	✓
18	City of Hemet	✓	✓	✓
19	City of Hermosa Beach	✓	✓	✓
20	City of Irvine	✓	✓	✓
21	City of Irwindale	✓	✓	✓
22	City of La Habra	✓	✓	✓
23	City of La Mirada		✓	✓
24	City of Laguna Beach	✓	✓	✓
25	City of Lake Forest	✓	✓	✓
26	City of Lancaster	✓	✓	
27	City of Malibu	✓	✓	
28	City of Manhattan Beach	✓	✓	✓
29	City of Moreno Valley		✓	✓
30	City of Newport Beach	✓	✓	
31	City of Norco		✓	✓
32	City of Norwalk	✓	✓	✓
33	City of Oceanside	✓	✓	✓
34	City of Ontario	✓		
35	City of Palm Desert	✓	✓	
36	City of Pico Rivera	✓	✓	
37	City of Placentia	✓	✓	
38	City of Pomona	✓	✓	✓
39	City of Rancho Cucamonga	✓	✓	✓
40	City of Rancho Palos Verdes	✓	✓	✓
41	City of Rosemead		✓	✓
42	City of San Bernardino	✓	✓	✓
43	City of Santa Monica	✓	✓	✓
44	City of Santa Ana		✓	✓
45	City of Signal Hill	✓	✓	✓
46	City of South Gate	✓	✓	✓
47	City of Temecula	✓		
48	City of Torrance	✓	✓	✓
49	City of Whittier		✓	✓
50	Caltrans 59 - District 5*	✓	✓	
51	Caltrans 59 - District 8*	✓	✓	
52	Caltrans 59 - District 9*	✓	✓	
53	Coachella Valley Water District	✓	✓	✓
54	County of Los Angeles*	✓	✓	
55	County of San Diego*	✓	✓	
56	LA Community College District*	✓	✓	✓
57	LA Metro*	✓	✓	
58	Long Beach Utilities	✓	✓	
59	Mission Springs Water District	✓	✓	✓
60	RCTC*	✓	✓	
61	RCTD*	✓		
62	Riverside Public Utilities		✓	✓
63	San Bernardino County*	✓		
64	Santa Clarita Valley Water Agency*	✓		
65	South Orange County Wastewater Authority	✓	✓	✓
66	Valley Sanitary District	✓		

*PM: Project Management, CM: Construction Management, and CI: Construction Inspection, * Contract as a Subconsultant*



7. References

7. References

City of Manhattan Beach	
Contact Name:	Pernilla Brandt, Project Manager
Address:	3621 Bell Avenue, Manhattan Beach, CA 90266
Phone Number:	(949) 292-2010
Email Address:	pbrandt@manhattanbeach.gov

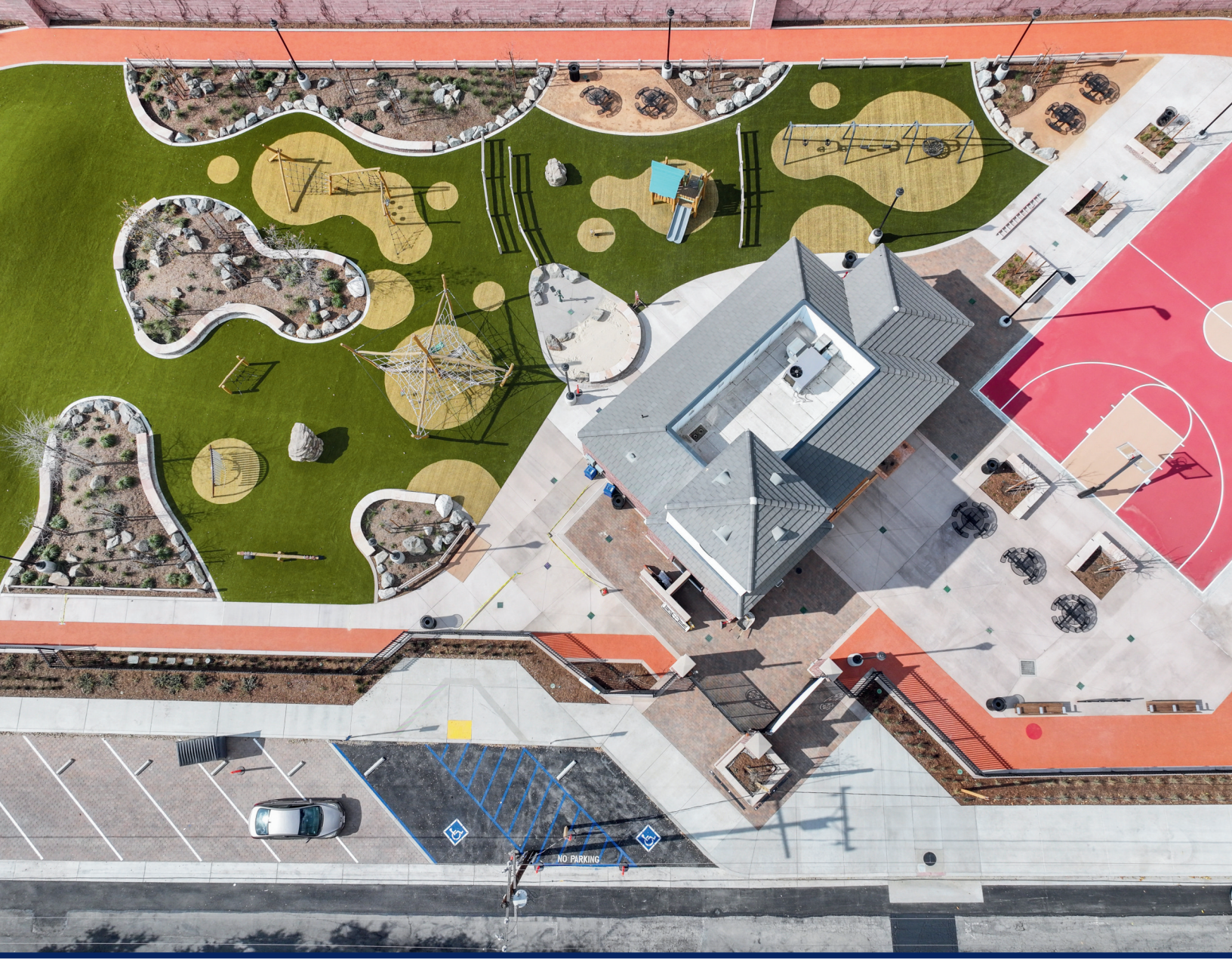
City of Corona	
Contact Name:	Aftab Hussain, Assistant Utilities Director
Address:	400 S Vicentia Ave, Corona, CA 92882
Phone Number:	(909) 202-5981
Email Address:	aftab.hussain@coronaca.gov

City of Carson	
Contact Name:	Dr. Arlington Rodgers, Jr, Director of Public Works
Address:	701 Carson St b24, Carson, CA 90745
Phone Number:	(310) 847-3500
Email Address:	arodgers@carsonca.gov

City of Chino	
Contact Name:	Ed Diaz, Project Manager
Address:	13220 Central Ave, Chino, CA 91710
Phone Number:	(909) 334-3534
Email Address:	diaz@cityofchino.org

City of El Segundo	
Contact Name:	Cheryl Ebert, PE, Senior Civil Engineer
Address:	350 Main Street, El Segundo, CA 90245
Phone Number:	(310) 524-2321
Email Address:	cebert@elsegundo.org

Additional references are available upon request.



Appendix A. Resumes

Amer Jakher, PE, MBA

City Engineer



EDUCATION
» Bachelor of Science, Civil Engineering, San Diego State University, 1988
» Master's in Public Administration, Cal State San Bernardino, 2007

LICENSES & REGISTRATION
» Professional Civil Engineer, 50932, California
» Cal-OSHA 30 Hour
» Contractor License No. 829929, State of California
» Power B.I.
» Fluent in Spanish

Amer Jakher brings over 36 years of municipal engineering and public works experience, including service as City Engineer and Public Works Director for several Southern California agencies. In these roles, he managed capital improvement programs, private development review, encroachment permitting, and inspection services, ensuring projects were delivered efficiently, in compliance with regulations, and aligned with community priorities. His technical expertise spans roadway rehabilitation, water and wastewater infrastructure, storm drain improvements, ADA compliance, and traffic safety projects. Amer is highly skilled in plan check, subdivision map processing, and public right-of-way oversight, as well as coordinating with utilities and regional agencies. He has also successfully secured and administered state and federal funding, including SB1 and Measure R, providing agencies with critical resources while maintaining fiscal accountability. A licensed Professional Engineer in California with an MBA in Public Administration, Amer combines technical knowledge with proven management ability. He is recognized for his collaborative leadership style, responsiveness to stakeholders, and commitment to delivering practical, cost-effective solutions. As West Covina's proposed City Engineer, Amer will provide the City with experienced, accessible, and steady leadership to oversee its engineering functions and capital programs.

EXPERIENCE

City of Manhattan Beach, *Contract Senior Engineer / Senior Project Manager (Consultant)* | As a Senior Engineer and Senior Project Manager for the City of Manhattan Beach, Amer Jakher played a key role in supporting the City's Engineering Division during a period of high development activity and capital project delivery. He led the review and approval of grading, storm drain, sewer, and street improvement plans for residential, commercial, and institutional projects. Amer collaborated closely with the Planning and Building & Safety departments to ensure seamless coordination between entitlement approvals, permit issuance, and civil design compliance. He participated in pre-construction meetings with developers, contractors, and utility agencies to clarify requirements, resolve technical issues, and prevent construction delays. Amer also provided guidance on traffic control, utility coordination, and stormwater compliance (NPDES), and routinely ensured that all development conditions of approval were satisfied prior to final occupancy or permit closure. In addition to private development, Amer contributed to the management of select City capital projects and helped maintain coordination between public improvements and adjacent developments.

City of Chino, *Director of Public Works/City Engineer (2018-2023)* | Amer led the Public Works and Utilities Services Department, overseeing water, wastewater, streets, parks, auto shop, stormwater, and solid waste administration. He managed a $180M Capital Improvement Program (CIP), ensuring successful delivery of key infrastructure projects such as ADA improvements, road widening, waterline replacements, and traffic signal modifications. He oversaw transportation, stormwater, and sewer system upgrades, ensuring full regulatory compliance and efficient project execution. Amer had successfully implemented pavement rehabilitation, utility projects, and accessibility upgrades throughout the city while coordinating with regional and state agencies to optimize project funding and compliance with environmental regulations.

City of Beaumont, *Director of Public Works/City Engineer (2016-2018)* | As Director of Public Works/City Engineer for the City of Beaumont, Amer was instrumental in shaping the city's long-term infrastructure strategy. He developed a $300 million Five-Year Capital Improvement Program (CIP), managing the execution of over $56 million in infrastructure projects annually, ensuring that public works initiatives aligned with the city's rapid growth and development needs. Amer led the design and implementation of a $108 million wastewater treatment plant expansion, improving the city's wastewater capacity and compliance with state and federal regulations. He played a key role in negotiating CFD-funded infrastructure agreements that facilitated the development of major residential and commercial projects, securing essential funding for public improvements while ensuring sustainable growth. His leadership was also pivotal in delivering the Potrero Avenue / SR-60 Interchange Project ($25 million), where he successfully resolved complex design and funding challenges. Through strategic coordination with Caltrans and regional agencies, he advanced the project from stalled phases to completion, enhancing regional connectivity and traffic efficiency. Additionally, Amer established a citywide pretreatment ordinance, strengthening wastewater compliance measures and extending the lifespan of critical infrastructure. His ability to integrate regulatory compliance with long-term infrastructure planning ensured that Beaumont's public works and utilities were well-positioned for future growth and sustainability.

City of San Bernardino, *Interim Contract City Engineer (2015-2016)* | Amer served as the Interim Contract City Engineer for the City of San Bernardino, overseeing capital projects, traffic engineering, and infrastructure planning. He played a key role in directing citywide transportation and public works improvements, ensuring regulatory compliance and alignment with municipal growth objectives. He led the Mt. Vernon Bridge Replacement Project, a critical infrastructure upgrade aimed at improving traffic flow and safety. In addition, he managed multiple street overlay projects, enhancing roadway conditions and extending pavement lifespan. His leadership extended to landscape maintenance oversight, capital improvement planning, and the execution of public infrastructure projects, ensuring the city's facilities and roadways remained well-maintained and efficient. Amer also provided strategic guidance to engineering staff, fostering collaboration across departments to streamline project delivery and enhance service quality. His expertise in municipal engineering, project funding, and interagency coordination helped advance the city's long-term infrastructure goals, making a lasting impact on San Bernardino's transportation and public works systems.

City of Colton, *Director of Public Works & Interim City Manager (2011-2015)* | Amer was responsible for the day-to-day management of the Public Works and Utilities Services Department in Colton, overseeing divisions including Water, Wastewater, Streets, Parks and Landscape Maintenance, Building Maintenance, Auto Shop, Engineering, Land Development, Capital Improvement Projects, Storm Water, and Solid Waste Contract Administration. His role involved strategic planning, infrastructure development, regulatory compliance, and interagency coordination to ensure efficient city operations and service delivery. As a Board Member for the RIX JPA, a joint powers authority managing tertiary water treatment and rapid infiltration of wastewater for Colton and San Bernardino, Amer was instrumental in water production, treatment, and distribution, overseeing 5 MGD of sewer flow treatment, including flows from the City of Grand Terrace. He also secured grant funding, processed extraterritorial agreements, and facilitated major infrastructure projects, including the $200 million Colton Crossing Grade Separation Project, working closely with SANBAG and major railroad agencies. Amer actively represented the city in regional planning by attending SANBAG and other agency meetings, ensuring Colton's interests were prioritized in infrastructure development. He prepared and presented staff reports to the City Council and Utilities Commission, supporting data-driven decision-making for public works policies and projects. His leadership extended to several major engineering projects, including the design and construction of nine bridges, two interchange replacement projects, and extensive CDBG and CIP projects. He successfully delivered road reconstruction, signal improvement, park enhancement, and water and sewer infrastructure projects, strengthening the city's long-term sustainability. In addition to public works, Amer managed the city's electrical department from March 2011 to February 2012, demonstrating a broad understanding of municipal utilities. His expertise in water rights and infrastructure planning enabled him to navigate basin-wide water issues and implement long-term solutions for resource management.

City of Victorville, *Director of Public Works and Water (2007-2010)* | Amer oversaw the Public Works and Water Department in Victorville, managing a staff of over 180 employees and an annual budget exceeding $70 million. He was responsible for Animal Control, Street Maintenance, Water System Operations, Customer Service, Utility Billing, Solid Waste, Recycling, Sanitation, Auto Shop, Electric and Gas Utility, Landscape Maintenance Districts, and Engineering Plan Checking. His leadership focused on enhancing employee relations, optimizing operational efficiency, and improving customer service by effectively utilizing department personnel and resources. He played a key role in maintaining and upgrading city infrastructure, ensuring seamless public works operations. Amer developed and implemented the department's annual budget, integrating an extensive Capital Improvement Program (CIP). In response to fiscal constraints in 2010, he streamlined operations by reducing 33 positions while ensuring service levels remained unaffected. Amer's leadership significantly improved staff morale and productivity through strategic guidance and structural adjustments. He initiated in-house sidewalk and reconstruction projects, cutting costs while enhancing infrastructure. To strengthen the city's financial stability, he implemented sewer rate increases and developed a $90 million sanitation CIP to address critical infrastructure deficiencies. His efforts in economic development were highlighted by successfully negotiating a Disposition and Development Agreement (DDA) to attract a major bottling plant, fostering economic growth and job creation. He also served as a technical representative for Victorville at SANBAG and VVWRA meetings, ensuring the city's interests in regional infrastructure projects. In the utilities sector, Amer tripled electric utility sales by securing industrial service agreements and led the construction of a 28-megawatt substation to support the city's growing energy demands. He also negotiated a power delivery agreement with Edison, enhancing Victorville's energy infrastructure. His expertise in financial management led to the renegotiation of gas and electric contracts, strengthening the city's fiscal health. Additionally, he facilitated the sale of $10 million in surplus electrical components, optimizing municipal resources and revenue.

City of Colton, *Director of Public Works/City Engineer (2001-2007)* | Amer oversaw the day-to-day management of the Public Works Department in Colton, leading a team of over 60 full- and part-time employees across divisions including Engineering, Street Maintenance, Park Maintenance, Building Maintenance, Auto Shop, NPDES, and LLMD. His leadership focused on enhancing operational efficiency, improving workforce morale, and streamlining department processes through innovative management strategies. He spearheaded the implementation of an aggressive street maintenance program, ensuring the rehabilitation of neglected infrastructure. This initiative led to the creation of the city's "No Streets Left Behind" Project, a strategic effort to improve road conditions and optimize transportation networks. Under his leadership, the department underwent a comprehensive restructuring, which significantly improved productivity and service delivery. Amer also prioritized employee retention and development, successfully reducing turnover by fostering a professionally rewarding work environment.

Brittany Duhn, PE, QSD/P

Z&K CONSULTANTS
BUILDING SOLUTIONS

Associate Engineer



EDUCATION
» BSCE - Civil Engineering, California State Polytechnic University, Pomona

LICENSES & REGISTRATION
» Professional Engineer, P.E. State of California, #91078
» SWPPP (QSD) & (QSP) Certificate #27609
» 30-Hr. Cal OSHA

Brittany Duhn is a licensed Professional Engineer (PE) and Qualified SWPPP Developer/Practitioner (QSD/P) with extensive experience in municipal engineering, infrastructure development, and public works management. She has successfully managed more than $500 million in capital improvement projects, specializing in roadway rehabilitation, utility infrastructure, stormwater management, and public facility upgrades from planning and design through construction and closeout.

Brittany's expertise includes plan review, contract administration, schedule management, cost control, and regulatory compliance, ensuring projects are delivered efficiently, on time, and within budget. She has a strong background in construction management and inspection oversight, proactively mitigating risks, streamlining communication, and coordinating effectively between agencies, consultants, and contractors.

Her technical knowledge extends to CEQA compliance, grant-funded project delivery, utility coordination, and traffic engineering, allowing her to support a wide range of City priorities. Brittany is also skilled in managing subconsultants, reviewing CPM schedules, and negotiating change orders, ensuring strict adherence to the California Public Contract Code and agency standards.

As Associate Engineer, Brittany brings a combination of technical expertise, strategic problem-solving, and hands-on project management to help the City of West Covina achieve its infrastructure goals with efficiency, accountability, and long-term sustainability.

EXPERIENCE

City of Carson, Senior *Project Manager/Associate Engineer* | Brittany Duhn, PE, QSD/P, supports the City of Carson through on-call municipal engineering services, including plan review, permitting, construction inspection support, and CIP project coordination. She provides technical expertise in grading, drainage, ADA accessibility, stormwater management, and subdivision map review, ensuring compliance with City standards and regulatory requirements. Brittany assists with contract administration, budget tracking, and schedule monitoring, supporting senior staff in keeping projects on track and within budget. She utilizes tools such as Procore, Primavera P6, and GIS mapping to maintain accurate records and provide timely updates to City staff. Her role also includes funding and grant compliance support and coordination with contractors, consultants, and the public to ensure projects are delivered efficiently, safely, and in alignment with community goals.

City of Chino, *Senior Project Manager/Associate Engineer* | In her work with the City of Chino, Brittany provides on-call engineering and technical support for public works projects, including plan check, permitting, and field inspection coordination. She assists in ensuring that all phases of project delivery, from design reviews to construction oversight, comply with City standards, ADA requirements, and environmental regulations. Brittany's expertise in stormwater quality inspections, SWPPP compliance, and public right-of-way encroachment review helps safeguard City infrastructure and protect environmental resources. She also supports grant administration, permitting processes, and inter-agency coordination, helping the City secure funding and maintain compliance with state and federal programs. Through her collaborative and detail-oriented approach, Brittany provides essential engineering support that allows Chino to deliver cost-effective, high-quality municipal improvements.

City of Manhattan Beach, *Senior Project Manager/Associate Engineer* | Brittany Duhn, PE, QSD/P, provides on-call engineering support to the City of Manhattan Beach, assisting with the delivery of Capital Improvement Projects (CIPs) and the review of private development applications. Her responsibilities include plan check for grading, drainage, and right-of-way improvements, as well as encroachment permit administration and construction inspection coordination. Brittany supports senior staff in budget tracking, schedule monitoring, and contract compliance, ensuring projects are delivered efficiently and within regulatory requirements.

She also provides technical expertise in stormwater management, ADA accessibility, and traffic-related improvements, reviewing plans and ensuring compliance with City standards, NPDES requirements, and state and federal regulations. Brittany assists in preparing staff reports, project documentation, and public meeting materials, supporting transparency and effective decision-making. Her role emphasizes inter-agency coordination, utility conflict resolution, and grant compliance support, helping Manhattan Beach deliver infrastructure improvements that enhance mobility, sustainability, and community safety.

Lisa Naslund, PE, QSD/P

Z&K CONSULTANTS
BUILDING SOLUTIONS

Senior Project Manager & Grant Administrator/Funding Specialist



EDUCATION
» BSCE – California State University – Long Beach

LICENSES & REGISTRATION
» Professional Engineer, P.E. State of California, #67989
» SWPPP (QSD) & (QSP) Certificate #23613
» 30-Hr. Cal OSHA
» Defensive Driving Training

Ms. Naslund is a highly accomplished Project Manager with over 28 years of experience successfully leading major capital improvement projects for public agencies. Her expertise spans bridges, interchanges, transportation infrastructure, roadway widenings, water and wastewater systems, and stormwater management. She has a strong background in flood risk management, water conservation facilities, and municipal infrastructure improvements, including water mains, pressure-regulating and pumping stations, wells, valves, reservoirs, storm drains, access roads, and culverts.

She is highly skilled in securing and managing grant funding, ensuring projects comply with state and federal funding requirements while maximizing available resources. She excels in design and constructability reviews, project scheduling, consultant oversight, and coordination with permitting agencies to facilitate seamless project delivery. Additionally, she manages contracts, billing, and scopes of work, prepares staff reports and RFPs, and oversees bidding and procurement processes.

Her technical expertise includes creating LID reports, performing hydrology calculations, preparing SWPPPs, conducting plan checks, and designing tract and parcel maps. Lisa is known for delivering projects on schedule and within budget, acting as a trusted extension of agency staff to ensure efficient execution and successful project outcomes.

PROJECT EXPERIENCE

City of Chino, *Senior Project Manager/Grant Manager* | Lisa Naslund provides on-call engineering, project management, and grant administration services for the City of Chino, ensuring the efficient execution of critical public works projects. She plays a key role in overseeing all phases of project delivery, from initial planning and design reviews to construction oversight and final closeout, ensuring projects are completed on time, within budget, and in compliance with regulatory standards.

Lisa specializes in grant administration, permitting, and plan review, helping the City secure funding opportunities while maintaining compliance with local, state, and federal regulations. She has extensive experience in public right-of-way encroachment, stormwater quality inspections, and SWPPP compliance, ensuring that all infrastructure projects meet environmental and sustainability requirements.

Her expertise in contract administration, budget tracking, and transparent reporting enables the City of Chino to optimize resources and make informed decisions. Lisa also excels in inter-agency coordination and collaboration with third-party utilities, mitigating potential conflicts and ensuring seamless project execution.

Through her technical knowledge, regulatory expertise, and client-focused approach, Lisa plays a vital role in advancing Chino's infrastructure priorities, delivering efficient, high-quality, and sustainable municipal improvements.

City of Manhattan Beach, *Senior Project Manager/Grant Manager* | Lisa Naslund provides on-call project management, city engineering, and grant administration services for the City of Manhattan Beach, ensuring the successful execution of infrastructure improvements aligned with the City's Capital Improvement Plan (CIP). She plays a key role in overseeing roadway improvements, stormwater systems, utility upgrades, and municipal facility projects, ensuring they remain on schedule, within budget, and in compliance with regulatory requirements.

Lisa's expertise includes real-time scheduling, budget tracking, and contractor oversight, ensuring that all construction activities adhere to high-quality standards, safety regulations, and environmental compliance mandates. She proactively coordinates with stakeholders, mitigates potential delays, and fosters collaboration among contractors, consultants, and City staff to ensure efficient project delivery.

In addition to project oversight, Lisa supports the City's infrastructure resilience strategies by conducting plan checks, environmental compliance reviews, and pavement management assessments. She also assists in developing long-term maintenance and rehabilitation plans for critical City assets.

Lisa is instrumental in community engagement efforts, working closely with City staff to host public workshops, deliver project presentations, and address resident concerns. Through her technical expertise, regulatory knowledge, and proactive problem-solving, she ensures that Manhattan Beach's infrastructure projects are delivered efficiently, transparently, and successfully.

Khalil Saba, PE

Z&K CONSULTANTS
BUILDING SOLUTIONS

Senior Project Manager & Grant Administrator/Funding Specialist



EDUCATION
» Bachelor of Engineering, Civil Engineering, American University of Beirut, 1978

LICENSES & REGISTRATION
» Registered Civil Engineer in CA, C51144
» OSHA 30 Hour
» Defensive Driver Training

Khalil Saba, PE, is a highly accomplished Senior Project Manager with over 46 years of expertise in civil engineering, project management, and grant administration. He has successfully secured, managed, and closed out multimillion-dollar grants, ensuring compliance with federal, state, and local funding agencies, including Caltrans, Metro, FHWA, and local municipalities. His leadership in grant-funded infrastructure projects has enabled agencies to maximize fund utilization, streamline final invoicing, and ensure full regulatory compliance.

As Deputy District Director at Caltrans District 8, Khalil oversaw $1.5 billion in transportation projects, including securing funding, financial reporting, and project closeout procedures. He has extensive experience in grant application processes, financial reconciliation, audit compliance, and ensuring funding adherence to maintain eligibility for future funding cycles. Khalil is recognized for his proactive risk management, strategic funding coordination, and ability to navigate complex regulatory requirements, making him an ideal leader for grant closeout operations.

Beyond his work in state agencies, Khalil has successfully led complex infrastructure projects across multiple jurisdictions, overseeing capital improvement programs (CIPs), highway expansions, transit improvements, and multimodal transportation projects. His expertise extends to developing financial strategies for grant allocation, optimizing reimbursements, and ensuring that agencies adhere to strict grant performance metrics. He has collaborated with government agencies, municipalities, and regional planning authorities to ensure compliance with funding agreements, streamline financial reporting, and enhance overall project delivery.

Khalil's ability to manage large-scale budgets, mitigate financial risks, and implement effective cost controls has positioned him as a highly sought-after expert in grant lifecycle management. His leadership has resulted in successful funding acquisition and retention, securing the financial sustainability of major public works projects. His deep knowledge of local, state, and federal funding structures makes him an invaluable resource for agencies seeking seamless grant administration and closeout success.

Khalil Saba, PE, is a highly accomplished Senior Program/Project Manager with over 46 years of expertise in civil engineering, project management, and grant administration. He has successfully secured, managed, and closed out multimillion-dollar grants, ensuring compliance with federal, state, and local funding agencies, including Caltrans, Metro, FHWA, and local municipalities. His leadership in grant-funded infrastructure projects has enabled agencies to maximize fund utilization, streamline final invoicing, and ensure full regulatory compliance.

As Deputy District Director at Caltrans District 8, Khalil oversaw $1.5 billion in transportation projects, including securing funding, financial reporting, and project closeout procedures. He has extensive experience in grant application processes, financial reconciliation, audit compliance, and ensuring funding adherence to maintain eligibility for future funding cycles. Khalil is recognized for his proactive risk management, strategic funding coordination, and ability to navigate complex regulatory requirements, making him an ideal leader for grant closeout operations.

RELEVANT PROJECT EXPERIENCE

Caltrans District 8, Program/Project Management On-Call, *Program/Project Manager* | Provided program/project management services, including risk management, freeway maintenance agreements, database management, and project oversight. This contract involved extensive grant management and compliance oversight, ensuring adherence to federal and state funding requirements. Khalil led the final invoicing, documentation, and regulatory approvals for closeout procedures, streamlining financial reconciliation and maximizing fund utilization while ensuring compliance with FHWA and state regulations. Khalil was responsible for reviewing, monitoring, training, and directing staff; ensuring the availability of personnel for each task order; and providing necessary resources to complete tasks within budget and on time. Cost: $3,546,300 (contract).

Caltrans District 8, Design On-Call, *Senior Project Manager* | Provided design support services to help Caltrans District 8 deliver PS&E for projects in San Bernardino and Riverside counties. This project involved detailed grant tracking, reporting, and compliance verification to ensure federal and state funding requirements were met. Khalil coordinated contract management, funding allocation, and financial oversight while reviewing, monitoring, training, and directing staff. He ensured the availability of staff for each task order and facilitated the closeout of grant-funded design initiatives. Cost: $2 million (contract).

San Bernardino County Transportation Authority (SBCTA), SBCTA Program Management & Other Specialty Services, *Senior Program/Project Manager* | Served as Senior Program/Project Manager overseeing the performance of a 16-member team stationed at SBCTA offices. Managed a $4.5 billion transportation program, which included freeway widenings, grade separations, interchange improvements, and toll and high-occupancy vehicle (HOV) lanes. His role was pivotal in ensuring that state and federal grant funding was properly tracked, reported, and closed out while maintaining compliance with FHWA, FTA, and Caltrans grant requirements.

Khalil's responsibilities included project, construction, and contract management, conducting value engineering assessments, constructability reviews, risk assessments, administrative support, and quality assurance (QA). He ensured that grant requirements were adhered to from project inception to closeout, mitigating financial risks and securing full reimbursement from state and federal funding agencies. Key Projects include:

- **Interstate 215 Bi-County HOV; San Bernardino/Riverside, CA: This project, developed and funded cooperatively by SBCTA and the Riverside Transportation Commission (RCTC),** closed the gap between carpool lanes being built north of Orange Show Road in San Bernardino and south of the 60/91/215 interchange in Riverside. The lanes were designed to encourage ridesharing through carpools and vanpools and improve the efficiency, safety and operations of traffic moving between the two counties.
- **Interstate 215 Barton Road Interchange; Grand Terrace, CA: This project, developed and funded cooperatively by SBCTA and RCTC,** replaced the existing Barton Road interchange at Interstate 215. A longer bridge was built over the freeway to accommodate both the new carpool lanes scheduled to be added to the freeway and the new general purpose lanes planned to be added by 2040. The project also will feature new on-ramps and off-ramps and realignment of local streets. The new bridge and ramps will allow for higher traffic volumes and reduce traffic delays.
- **Colton Crossing; Colton, CA:** This project — developed in coordination with SBCTA, FHWA, Caltrans, City of Colton, UPRR, and BNSF — separates two San Bernardino BNSF mainline tracks running in a north-south direction and crossing, at-grade, perpendicularly to two UPRR mainline tracks running in an east-west direction in Colton. The project improves the operational efficiency of each line and will reduce train idling time, thereby improving air quality. The overall project cost is estimated at $200 million and is funded with a combination of federal, state, and private funds.

Through Khalil's leadership, SBCTA successfully executed major capital improvement projects while ensuring efficient use of grant funds, compliance with federal and state regulations, and timely financial closeout of each initiative. Managed a $4.5 billion transportation program, including freeway widenings, grade separations, and HOV lanes. Khalil played a key role in managing grant-funded projects, ensuring funding from Measure I, FTA, and state transportation programs was properly tracked, reported, and closed out. His oversight included compliance audits, financial tracking, reimbursement processing, and coordination with funding agencies to resolve outstanding issues before project completion.

Riverside County Transportation Commission (RCTC), SR 91/Sr 71 Interchange Improvement, *Senior Program/Project Manager* | Served as Senior Program/Project Manager responsible for day-to-day project management and delivery within budget and schedule constraints. Managed coordination with RCTC staff, Caltrans, the Army Corps of Engineers, State Parks, County of Riverside, and the Cities of Corona and Riverside. Oversaw grant administration, ensuring funding compliance with FHWA and Caltrans requirements. The project involved preparing a project report, environmental documentation, and feasibility studies for interchange improvement, including a fly-over direct connector for eastbound SR 91 to northbound SR 71. Responsibilities included managing technical studies, right-of-way data, surveys, and construction cost estimates to support grant reimbursements and final project closeout.

City of Victorville, National Trails Highway Widening, *Senior Project Manager* | Managed this state grant-funded roadway expansion, improving traffic efficiency near the Southern California Logistics Airport (SCLA). The project added new travel lanes, a center left turn lane, and enhanced intersection signalization. Responsibilities included grant tracking, funding allocations, and ensuring compliance with state reimbursement programs. Oversaw final reporting and grant closeout procedures to secure full project funding.

Key Skills & Expertise

- ✓ Grant Administration & Compliance (Caltrans, Metro, FHWA, Federal/State Grants)
- ✓ Final Invoicing & Financial Reconciliation
- ✓ Regulatory Coordination & Compliance Audits
- ✓ Project & Program Management
- ✓ Risk Management & Quality Assurance
- ✓ Stakeholder Engagement & Agency Coordination
- ✓ Budget Oversight & Cost Control
- ✓ Grant Closeout & Funding Documentation

Khalil is a trusted leader in grant management and project closeout, with a deep understanding of funding agency requirements and best practices for ensuring successful financial reconciliation and grant compliance. His ability to proactively manage grant lifecycle processes ensures that agencies can efficiently close out projects while remaining compliant with all state and federal regulations.

Nadeem Syed, PE, QSD/P

Z&K CONSULTANTS
BUILDING SOLUTIONS

Senior Project Manager



EDUCATION
» BS, Civil Engineering, California State University Long Beach, 1990
» BA, Business, Punjab University, Pakistan

LICENSES & REGISTRATION
» Registered Professional Civil Engineer, CA – No. 64381
» OSHA 30 Hour
» Defensive Driver Training
» QSP/D Certified

Mr. Syed brings over 29 years of expertise in project management, construction management, civil engineering, and traffic engineering, with a specialized focus on Capital Improvement Program (CIP) development and management. Throughout his career, he has successfully led municipal infrastructure projects for various cities, including San Bernardino, El Monte, Rialto, Fontana, Corona, Diamond Bar, San Marcos, and Baldwin Park, overseeing every phase from planning and design through construction and completion.

His extensive portfolio includes street improvement projects, pavement rehabilitation, slurry seal applications, traffic signal installations, ADA compliance enhancements, pedestrian safety improvements, and concrete infrastructure development such as sidewalks, curbs, gutters, and ADA ramps. Additionally, he has managed large-scale grade separations, interchanges, lift stations, sewer and water system upgrades, park rehabilitations, and municipal building projects, ensuring that all initiatives are efficiently executed, cost-effective, and aligned with municipal priorities.

Mr. Syed also plays a pivotal role in budget development, staff training, and performance evaluations, ensuring operational efficiency and continuous improvement. His leadership in Assessment District establishment for sewer mainline and streetlight construction has contributed to long-term infrastructure sustainability. Additionally, he has a strong track record in securing grant funding, successfully obtaining HES, SR2S, and ATP grants to support municipal infrastructure initiatives.

With his proactive problem-solving approach, deep regulatory knowledge, and commitment to high-quality project execution, Mr. Syed is an invaluable asset in delivering safe, sustainable, and innovative infrastructure solutions for municipalities.

PROJECT EXPERIENCE

City of San Bernardino, *Senior Project Manager* | Nadeem Syed played a key role in on-call project management, construction management, engineering, and inspection services for the City of San Bernardino, ensuring efficient execution and compliance with city infrastructure goals. He provided expert oversight throughout the project lifecycle, from inception and design to construction and closeout, ensuring that all projects adhered to schedules, budgets, and regulatory standards.

His expertise included civil, mechanical, and electrical design, preparation of preliminary studies, technical drawings, specifications, and plan checks for engineering and building permits. During construction, he actively monitored contractor performance, oversaw compliance with permits, processed change orders, responded to RFIs, and managed pay estimates. His detailed inspection oversight ensured adherence to approved plans, specifications, and safety regulations, contributing to high-quality project outcomes. With a comprehensive and hands-on approach, Nadeem ensured seamless coordination, risk mitigation, and quality control, supporting the City of San Bernardino in delivering successful public infrastructure and facility projects.

City of Beaumont, *Senior Project Manager* | Nadeem Syed provided on-call project management, construction management, engineering, and inspection services for the City of Beaumont, ensuring the successful execution of capital improvement and public infrastructure projects. He oversaw all phases of project delivery, from initial planning and design to construction management and final closeout, ensuring compliance with local, state, and federal regulations.

His responsibilities included preparing and reviewing engineering plans, coordinating with contractors, and managing budgets and schedules to keep projects on track. He played a crucial role in grant administration, permitting, and regulatory compliance, ensuring that all infrastructure improvements aligned with the City's goals. Additionally, he facilitated stakeholder coordination and inter-agency collaboration, working closely with public agencies and utility providers to mitigate delays and streamline project execution.

Nadeem also provided construction oversight and inspection services, ensuring that roadway rehabilitation, water and sewer system upgrades, traffic improvements, and municipal facility projects met quality and safety standards. His expertise in contract administration, change order negotiations, and financial tracking helped the City maintain cost-effective and efficient project delivery. Through his technical knowledge, leadership, and commitment to excellence, Nadeem supported the City of Beaumont in enhancing its infrastructure and delivering long-term value to the community.

KEV TCHARKHOUTIAN, P.E.

Z&K CONSULTANTS
BUILDING SOLUTIONS

Plan Reviewer

EDUCATION
» BSCE – Civil Engineering And Environmental Engineering, June 1980

LICENSES & REGISTRATION
» Professional Civil Engineer, P.E. State of California, #44598

Mr. Tcharkhoutain has over **30** years of experience in municipal civil engineering design and constriction. He has outstanding experience working in the public sector working in Land Development and Subdivision. He has provided both quality control and quality assurance for numerous infrastructure and land development projects. Mr. Tcharkhoutain has extensive and excellent knowledge of design, construction management, construction inspection, and plan check of transportation and capital improvement projects. He has provided construction management services for street improvement projects, water lines, sewer lines, storm drain, subdivision, and traffic projects. Mr. Tcharkhoutain has provided design, construction management, and project management services for land development projects. He has thorough knowledge of California Building Code, Green Book, Caltrans standard and special provisions, and the construction manual.

PROJECT EXPERIENCE

City of South El Monte, CA, *Interim City Engineer* | Prepared plans and specifications for Public Works construction and other City projects, Inspected construction to ensure that City specifications and standards are met, Prepared cost estimates for budget to include Traffic Engineering, Attended and participates in conferences and meetings of department heads and the City Commission as required. Consults with contractors, engineers, manufacturing representatives, and others in carrying out various Public Works objectives and programs, Prepared engineering reports and recommendations, Developed and maintained traffic engineering operations for City streets and highways, Checked site plans for adequacy of easements, storm drainage facilities, traffic flow, and parking, Checked construction plans for site development, buildings, and subdivisions to ensure that the design meets all applicable codes and regulations.

City of Montebello, *Plans Examiner* | Review grading plans for conformance with city ordinances and LID.

City of Duarte, *Interim Public Works Manager* | Work under the leadership of the Community Development Director, at implementing the City's CIP, and review subdivision maps, lot line adjustments and developments.

City of Vernon, *Senior Plans Examiner – Building and Safety* | Review plans for commercial and industrial projects for compliance with City's ordinances, pertaining to grading plans, development requirements and LID.

County of Riverside, *Plan Examiner – Building and Safety* | Reviewed plans for new developments for compliance with County's ordinances pertaining to grading plans, LID and hydrology studies.

City of Wildomar, *Riverside County, Engineering Manager* | Project Manager working with staff on reviewing developments, Project Manager on the City's Grand Ave Bike path project, Project Manager for the City's Bundy Canyon Transportation Safety Improvement project.

City of Colton, *San Bernardino County, CA, Principal Engineer/CIP Plans Examiner* | Provide staff augmentation to the Public Works Department by providing services in a Principal Engineer capacity.

City of South Gate, *Principal Engineer/CIP Plans Examiner* | Provide staff augmentation to the Public Works Department by providing services in a Principal Engineer capacity. Services included writing RFP's for CIP projects, reviewing P,S & E packages for Quality assurance and technical accuracy and constructability.

City of Maywood, *Principal Engineer CIP and Land Development* | Provide staff augmentation assistance in the areas of CIP and land development. Design Maywood Ave pedestrian Improvements – Review daily requests by residents. Review feasibility of Mayflower Ave street improvements.

City of El Monte, *Deputy City Manager for Community Development/Public Works/Director/City Engineer* | Report to City Manager, Lead the Community Development Department with its seven divisions, prepare staff reports to City Council, design and administer street improvement projects funded by CDBG, SAFETEA LU, and GAS TAX. Manage water, sewer, storm drain, and traffic projects. Lead a successful effort at establishing the first Citywide sewer assessment district and enterprise fund. Approve developments, tentative maps, grading plans, establish assessment districts. Manage the engineering and public works maintenance departments, comprised of the street, water, storm drain, sewer, facilities, traffic signal, and graffiti divisions. Manage staff of 50.

City of Sierra Madre, *Public Works Director /City Engineer* | Report to City Manager, prepare staff reports to City Council, and manage a staff of 25. Manage water, sewer, street, storm drain projects. Approve developments, tentative maps, grading plans. Manage and direct corporate yard operations, in street, sewer, water, street sweeping, storm drains maintenance. Manage safety on the jobsite program.

City of Baldwin Park, *City Engineer* | Report to City Manager, write staff reports to City Council. Manage a staff of 7. Manage street, sewer, storm drain, traffic projects, FAU, GAS TAX, projects. Approve developments, tentative maps, grading plans. Direct operations of the corporate yards in street, sewer maintenance

City of Monrovia, *Associate Engineer* | Manage street, sewer, water, traffic, storm drain projects. Review developments, tentative maps, grading plans, assessment districts.

Thomas Dawson, CBO, ICC Certified

Z&K CONSULTANTS
BUILDING SOLUTIONS

Senior Public Works Inspector



LICENSES & REGISTRATION

» International Code Counsel Certifications
» Building Plan Examiner
» California **Commercial Combination** Inspector
» California **Commercial Plumbing Inspector**
» California **Commercial Mechanical Inspector**
» California Residential Mechanical Inspector
» California Residential Electrical Inspector
» California Residential Plumbing Inspector
» Certified Building Official
» CLB License No. 674861
» OSHA 30 Hr.

Mr. Dawson brings over 28 years of experience in public works and capital improvement projects, specializing in construction management, inspection, project management, and contract administration. He has successfully managed a diverse range of projects, including building construction, street improvements, traffic signal installation, and community park enhancements. His extensive experience covers playground equipment installation, lighting and electrical systems, concrete improvements, stormwater chambers, irrigation systems, landscaping, site furniture and exercise equipment installations, sports field and court installations, and block wall fencing. Mr. Dawson is well-versed in Cal-OSHA practices, ADA and Caltrans ADA requirements, and Caltrans construction standards. His expertise also extends to landfill remediation and methane gas system rehabilitation, including both the collection and disposal of methane gas, and implementing remedial measures to protect habitable structures. He has supervised and inspected the removal and disposal of contaminated soil to approved sites. In addition to his technical expertise, Mr. Dawson holds numerous professional certifications, including International Code Council Certifications, Building Plan Examiner, California Commercial Combination Inspector, California Commercial Plumbing Inspector, California Commercial Mechanical Inspector, California Residential Mechanical Inspector, California Residential Electrical Inspector, California Residential Plumbing Inspector, Certified Building Official, CLB License No. 674861, and OSHA 30 Hr. certification. With comprehensive knowledge of the Greenbook, Caltrans standard specifications, and Caltrans standard plans, Mr. Dawson has worked on numerous projects within Caltrans right-of-way (ROW). His experience includes structural and masonry wall construction, slab-on-grade foundations, general building construction, and various infrastructure improvements across public works projects, making him a key asset in delivering projects on time and within budget. **Tom was the Deputy Building Official for the County of Orange for over 12 years.**

PROJECT EXPERIENCE

Buildings & Facilities: **Orange County: Irvine Ranch Historic Park Renovation Project, Irvine, CA, *Senior Construction/Building Inspector* |** This project for Orange County Parks involved the renovation and restoration of multiple buildings and structures located within the 16.5-acre special use Irvine Ranch Historic Park. Renovations included renovating the Irvine Family House and converting it to a library, as well as preservation and restoration of interior and exterior features for several structures, including the original Ranch Office, Ranch Barracks, and the Ranch Wash House. Mr. Dawson provided inspection of masonry and wood structural components for several buildings and performed structural retrofitting for several buildings used for public access in order to bring them to current codes for electrical, mechanical, plumbing, and structural standards. Mr. Dawson also provided oversight for extensive ADA compliant renovations within the park grounds. Mr. Dawson provided full-time inspection to ensure compliance with the plans, specifications, and other requirements, coordinated with agencies, contractors, and utilities, and assisted in preparing weekly progress reports.

Orange County: Arden/Helena Modjeska Historic House and Gardens Renovation Project, Modjeska Canyon, CA, | *Senior Construction/Building Inspector* | This project involved the historical preservation of Arden/Helena Modjeska House and Gardens for Orange County Parks. Mr. Dawson provided construction/building inspection services during renovations to the house itself, which included minor restoration to the stone-built exterior of the house, repairs to the second level of the house, and repairs to the stone cellar located on the first level. Mr. Dawson also performed structural retrofit of the house and provided oversight for activities including improvements to architectural woodwork, restoration of decorative painting on the house's exterior and interior, waterproofing and roofing, rehabilitation of ornamental plaster inside the house, as well as extensive ADA accessibility and landscaping improvements made throughout the gardens located within the 14.4-acre grounds. Mr. Dawson provided full-time inspection to ensure compliance with the plans, specifications, and other requirements, coordinated with agencies, contractors, and utilities, and assisted in preparing weekly progress reports.

Orange County & City of Irvine: El Toro Marine Corps Air Station, Irvine, CA, *Senior Construction/Building Inspector* | This project involved providing inspection of numerous historical structures, including two aircraft hangars, located within the closed-down El Toro Marino Corps Air Base to determine contamination levels and eligibility for full historical preservation. Mr. Dawson provided full-time inspection to ensure compliance with the plans, specifications, and other requirements, coordinated with agencies, contractors, and utilities, and assisted in preparing weekly progress reports.

Street Improvements and Traffic Signal:

City of Fullerton: Raymond Avenue Grade Separation at Raymond Ave and BNSP Railway, *Senior Construction Inspector* | As part of the OC Bridges program, the City of Fullerton and the Orange County Transportation Authority

completed a new roadway underpass at Raymond Avenue and the BNSF Railway. The project involved lowering the roadway between Santa Fe Avenue and Valencia Drive and required the relocation or protection of 20 utilities, including water, sewer, drainage, and telecommunications. This grade separation significantly improved safety and traffic flow at a rail line that sees over 70 trains per day. The project required close coordination with BNSF to avoid impacts to rail operations, including the construction of a shoofly and the integration of an expansion from two to three tracks. Extensive collaboration with local utilities, such as the City of Fullerton, OCSD, and SCE, was also critical in establishing a utility corridor. In addition to enhancing safety and traffic operations, the project included aesthetic improvements such as a landscaped median, decorative retaining walls, and enhanced lighting for pedestrians and cyclists.

City of Torrance: Residential and Arterial Pavement Improvement, I-159/I-139, *Senior Construction Inspector* | This project involved pavement improvements to a residential neighborhood as well as four arterial streets. Improvements include asphalt preservation and repair methods including application of slurry seal, cold mill and overlay and localized pavement repairs, as well as tree removals and replacements, asphalt berm replacement, concrete repairs to curb, gutter, sidewalk, driveways, access ramps, and cross gutters.

City of San Marino: Street Rehabilitation Program Project No. 21-9271, *Senior Construction Inspector* | Annually, San Marino rehabilitates up to 40 street segments with treatment methods including slurry sealing, thin/thick overlays and full reconstruction.

City of Lake Forest: Street Resurfacing and Slurry Seal Program, Lake Forest, CA, *Senior Construction Inspector* | This street improvement program involves resurfacing of Glenn Ranch Road from Portola to El Toro, as well as pre-construction inspection services for the slurry seal of Zone F and arterial slurry seal of Jeronimo and Muirlands from Los Alisos to Bake. This program required pavement improvements, street resurfacing, asphalt repairs, slurry seal, cold mill and overlay, pavement repairs, adjustments to storm drain manhole frame and sewer manhole, removal and replacement sidewalk, existing curb ramps, signing and striping, installation of markers, installation of traffic loop detectors and bicycle lane detectors, crosswalk, and other street improvements.

City of Corona: Magnolia Avenue Grade Separation, (RCTD), *Roadway Construction Inspector* | The project scope was to construct railroad grade separation at the BNSF Railroad and Magnolia Avenue at Grade crossing including a new four-lane overhead structure (bridge) over existing BNSF tracks supported by 9 bents and 2 abutments. Both bridge approaches are supported by Retaining Walls/MSE Walls systems on both ends, multiple walls systems for pedestrian and vehicular support. Project involved concrete paving, AC, JPCP, CRCP, drainage improvements, guard rail installation, staging, traffic control procedures, shoring and casing support system to facilitate construction of CIDH piling.

City of Temecula: Pavement Rehabilitation Program – Winchester Road (Jefferson Avenue to Ynez Road), *Senior Construction Inspector* | The City of Temecula pavement rehabilitation program. The work for this project generally includes pavement Improvements along Winchester Road from Jefferson Avenue to Ynez Road. Improvements Include: **centerline rumble strips, flashing stop signs, guardrails,** remove and replace existing asphalt pavement, reconstruction of traffic loops, adjust existing manholes and valves for different utilities, and installation of striping and pavement markers.

City of Irwindale: 2021-2022 Resurfacing Project, *Senior Construction Inspector* | This project involved general street improvements, in addition to street resurfacing, for multiple streets in the City of Irwindale, including Ayon Avenue, Calle del Norte, Pat Miranda Lane, Calle de Paseo, Allen Drive, Progress Lane, Central Street, and Peppertree Lane. The project's scope included **centerline rumble strips, flashing stop signs,** roadway widening, sidewalk improvements, curb and gutter reconstruction, addition of travel lanes, addition of bike lanes, reconstruction of ADA-compliant sidewalks and pedestrian ramps, storm drain improvements, and utility relocation. Mr. Dawson provided full time construction inspection services, coordinated and attended weekly construction progress meetings with staff, and coordinated materials testing services.

City of Chino: Slurry Seal Program (Various Locations Citywide, *Senior Construction Inspector* | This Project which includes street rehabilitation and slurry seal of various streets, including, Pipeline Ave from City Limits to City Limits, Chino Ave from City Limits to City Limits and Schaefer Ave from City Limits to City Limits. Scope of work includes pavement improvements, street resurfacing, crack sealing, slurry seal, localized dig-outs, striping removal/install, and traffic loop detectors. He provided preparation of submittal packages, scheduling, mark outs, meetings, cost control, reviewing RFIs, preparing change order proposals, permits, progress billings, subcontractor coordination, as-built drawings, and final walkthrough/closeout.

Foothill/Eastern SR 133/261/241 Transportation Corridor Toll Roads, Orange County, CA, *Senior Construction Inspector* | Project included all facets of electrical construction, Toll Plaza buildings, Traffic Signals, Street Lighting, Sign Lighting, Bridge Electrical/ Communication installation, Directional Boring & Trenching. Fiber Optic Installation & Fusion Splicing, Network Integration for Intelligent Transportation Systems, CCTV & Access Control.

Parks and Storm Drain:

City of Lake Forest: Arbor Mini Parks and Neighborhood Park Renovations, Lake Forest, CA, *Senior Construction Inspector* | This project involves major renovations to numerous parks, including the Arbor Mini Parks, Vintage Park, Sundowner Park, Borrego Overlook Park, Regency Park, and Rancho Serrano Park. Improvements include replacement of playground equipment, installation of new landscaping and irrigation, installation of block wall fencing and decorative iron

fencing, installation of exercise equipment, installation of barbeque areas and picnic tables, park lighting, rubber surfacing, and concrete improvements. Mr. Dawson provided full-time inspection, prepared daily diaries, provided digital images of progress to the City, reviewed compliance with the SWPPP, oversaw materials testing services, participated in public outreach, attended all construction progress meetings, and provided coordination with City and Contractor.

City of Tustin: Veteran Sports Park at Tustin Legacy, Tustin, CA, *Senior Construction Inspector* | This project is a $28M sports community park project for the City of Tustin. This project was on a former military base with numerous types of soil contaminants including petroleum products, aviation fuels, explosives and asbestos materials. Both vapor and moisture barriers were utilized for all habitable structures which entailed the lead inspector to be trained in the installation and inspection of Drago Wrap vapor/moisture barrier. Major improvements included exercise and playground equipment installation, turf, lighting and electrical installations, basketball court and sports field construction, concession/ restroom/storage buildings, drainage, utility relocation, and concrete improvements. The sports park contains a wide variety of recreational facilities such as softball, soccer, tennis, basketball, racquetball, sand volleyball and pickleball. The park also includes fitness stations, skate plaza, and a large parking lot, retaining walls, outlet structures, seating areas, ADA compliant concrete walkways, ADA compliant parking lot spaces, and landscaping.

Bolsa Chica Wetlands Development, Huntington Beach, CA, *Lead Inspector* | This project was a 800 home development at the Bolsa Chica Wetlands. This required me to have full training for the application and inspection for the methane barrier sprayed material Liquid Boot. Worked closely with the O.C.F.A for inspections and approval for this methane barrier. This project also included the inspection and approval for explosion proof electrical fittings and electrical underground service connections.

Wilshire Blvd 5-Story Commercial/Residential Development, Los Angeles, CA, *Project Manager/IOR* | This project was a 5 story mixed use commercial / residential development that utilized Liquid Boot for the methane barrier as well as explosive proof fittings for electrical switchgear as well as the electrical service connections. Mr. Dawson worked with L.A.F.D for inspections and approvals of the application of Liquid Boot.

City of Costa Mesa: Jack Hammett Sports Complex Improvement Project, Costa Mesa, CA, *Senior Construction Inspector* | This $3.2M project includes various improvements to the Jack Hammett Sports Complex, a 14.5-acre park with six illuminated utility fields, a restroom building, picnic benches, and on-site parking. The project involves concrete flatwork, electrical runs to the pull boxes for multiple storage buildings, retaining walls, ADA compliant ramps, synthetic turf, slab on grade foundation, fencing, improvements to lighting, irrigation and landscaping, foundation improvements, construction, and installation of two new storage buildings, and electrical and mechanical work within the buildings. Mr. Dawson provided full-time inspection, prepared daily diaries, provided digital images of progress to the City, reviewed compliance with the SWPPP, oversaw materials testing services, participated in public outreach, attended all construction progress meetings, and provided coordination with City and Contractor.

City of South Gate: Hollydale Community Park Improvements Project, *Senior Construction Inspector* | The Project was funded with grant funds from **Prop 68**, State of California, Natural Resources Agency. The Project improvements include a new community center, new lighting and electrical systems, a new parking lot, concrete improvements, stormwater chambers, ADA compliant ramps, sidewalk, curb and gutter, drainage improvements, new irrigation system and landscaping, site furniture, new playground and exercise equipment, basketball court, CMU block wall, seat walls planters, with brick and stone cap, stacked rock retaining walls, fence, 20'x40' shade structures, synthetic turf, sand and water play area, splash pads, water pipeline and sewer pipeline installation, construction of a new 1,675 SF community building and other miscellaneous work. Mr. Dawson provided full-time inspection, prepared daily diaries, provided digital images of progress to the City, reviewed compliance with the SWPPP, oversaw materials testing services, participated in public outreach, attended all construction progress meetings, and provided coordination with City and Contractor.

Yvonne Burke John Ham Park & Community Center, City of Lynwood, *Senior Construction Inspector* | Providing construction management agency services for this new 36,000 sf park and community center. The project included educational classrooms, multi-purpose rooms, exercise and wellness center, commercial kitchen. The foundation system was a unique mat foundation. This project was designed for a silver LEED rating and is on track for gold attainment. Project progress is being monitored for compliance with special funding under state proposition 84 requirements. Project technical features include concrete walkways, curb ramps, landscaping, irrigation, lighting, community center, restrooms, retaining walls, parking lot, curb and gutter, site fencing, mass and precise grading, and utility installation. M

City of Lake Forest: Borrego Overlook, Regency, and Rancho Serrano Parks, Lake Forest, CA, *Senior Construction Inspector* | This project included the construction management and inspection services of three park improvements, Borrego Overlook, Regency, and Rancho Serrano Parks. This program includes improvements such as removal of existing hardscape, installation of new landscaping and irrigation, installation of block wall and iron fencing around perimeter of park sites, installation of new playground equipment and park amenities, construction of ADA compliance ramps, erosion control, storm drain construction, construction of concrete walkways and exercise trails, installation of exercise equipment, installation of barbecues, picnic tables, park lighting system and electrical system, installation of drinking fountains, installation of shade structures, rubber surfacing, and concrete loop walkways.

Fred Minagar, MS, RCE, PE, FITE

Traffic Engineer



EDUCATION
» **Harvard University**, John F. Kennedy School of Government, Executive Education, Leadership Decision Making Program Diploma
» **The George Washington University,** Washington, D.C. ITS Program Diploma
» **Pepperdine University School of Law,** Malibu, CA, Negotiation Skills & Advocacy
» **St. John's University,** New York, NY, Management Diploma
» **New York University,** New York, NY, Management Practice
» **University of Cincinnati,** Cincinnati, OH, M.S. Transportation Engineering
» **Thesis and Research** work with computer analysis at Transportation Research Center of Ohio
» **University of Louisiana,** B.S.C.E. Civil Engineering

LICENSES & REGISTRATION
National Council of Examiners for Engineering & Surveying, No. 9112
CA: Registered Civil Engineering. No. C053466

Mr. Fred Minagar, MS, RCE, PE, FITE is a seasoned traffic engineer with over 39 years of professional experience in traffic engineering, intelligent transportation systems (ITS), and transportation planning. Throughout his career, he has managed and engineered over 100 ITS and 800 traffic engineering projects across 17 states. Mr. Minagar has extensive expertise in traffic signal design, timing, and synchronization, as well as in the planning and execution of large-scale municipal and regional transportation projects. As a consultant, Mr. Minagar has served as City Traffic Engineer for multiple cities, including South Pasadena and Colton, leading over 60 task orders that encompass traffic surveys, signal designs, traffic calming measures, and community outreach efforts. He is highly experienced in managing traffic congestion mitigation projects, obtaining grant funding, and preparing RFPs for major transportation improvements. In addition to his technical acumen, Mr. Minagar has played a key role in various public agencies, contributing to the advancement of transportation solutions that enhance public safety, optimize traffic flow, and reduce environmental impact. This version highlights his broad expertise and key roles in traffic engineering and ITS.

EXPERIENCE

City of South Pasadena, Los Angeles County, CA | *City Traffic Engineer:* In the role of City Traffic Engineer for South Pasadena, Mr. Minagar managed over 68 task orders covering a wide range of traffic and transportation engineering projects. He performed citywide engineering and traffic surveys in 2012 and 2014, assessing existing traffic patterns and infrastructure, and making critical recommendations to improve safety and efficiency. He evaluated and assessed the Safe Routes to School Program, helping to ensure safer pathways for students. In addition, Mr. Minagar prepared grant applications for the Los Angeles County MTA (Metro) and was ranked number one in the Traffic Signal Synchronization, Bus Rapid Transit, and Intelligent Transportation Systems (ITS) Modal Category, successfully obtaining funding for a new Central Traffic Management Center (TMC) and Traffic Operations Center (TOC), along with a Traffic Signal Interconnect System. His work included conducting traffic signal and stop sign warrant assessments at more than two dozen locations and preparing numerous traffic signal plans, as well as signing and striping plans. He reviewed and prepared traffic signal timing charts, created and computer-modeled various traffic conditions for presentations to the City Council, Planning Commission, Public Works Commission, and public forums. He also implemented numerous traffic calming measures and designs aimed at reducing speeding and improving road safety. Mr. Minagar regularly presented as the City Traffic Engineer at City Council and Planning Commission meetings, as well as public forums. He also prepared the Biennial Highway Monitoring Report for the Los Angeles County Metro and represented the City at the Metro's Quarterly Arterial ITS Configuration Committee, contributing to regional transportation planning efforts.

City of Colton, San Bernardino County, CA | *City Traffic Engineer*: For over 15 years, Mr. Minagar served the City of Colton in various traffic engineering capacities, including two years as the City Traffic Engineer. During this time, he managed over 60 task orders covering traffic and transportation projects across the city. He performed a citywide engineering and traffic survey in 2014, which was essential in understanding the evolving traffic patterns and infrastructure needs of the city. He designed over 15 traffic signals, preparing complete PS&E (Plans, Specifications, and Estimates) packages that included detailed analysis and design to meet the city's requirements. His role also involved reviewing the traffic and parking scoping elements of new developments, ensuring that proposed projects would integrate smoothly with existing infrastructure. Mr. Minagar represented the City at SANBAG (San Bernardino Associated Governments) and Caltrans District 8 meetings, advocating for the city's transportation needs and ensuring alignment with regional goals. He attended monthly City Traffic Committee meetings and presented updates and findings at City Council and Planning Commission meetings as required. His work included creating policies for speed humps and bumps in residential, commercial, and public streets, contributing to improved safety and traffic flow across the city.

City of Chino Hills, San Bernardino County, CA | *City Traffic Engineer*: Mr. Minagar served as the City Traffic Engineer for the City of Chino Hills, performing over 68 task orders that involved a variety of traffic engineering, planning, and environmental projects. Currently, he continues to serve as an On-Call Traffic Engineering Consultant for the city, providing expert advice and services in traffic, planning, and environmental areas. His work has been instrumental in enhancing the city's traffic infrastructure, ensuring efficient traffic flow and safety for all road users.

On-Call Traffic Engineering Consultant for Various Cities: Throughout his career, Mr. Minagar has served as an On-Call Traffic Engineering Consultant for numerous cities across Southern and Northern California. These cities include Mission Viejo, Lake Forest, Glendora, Irvine, Diamond Bar, Baldwin Park, Ceres, Modesto, and Stanislaus County. In these roles, he has provided expertise in traffic signal design, transportation planning, and intelligent transportation systems, helping municipalities optimize their traffic systems and improve roadway safety and efficiency.

Traffic Signal Design/Timing/Coordination/Cost Estimating: In his work for the City of Colton, Mr. Minagar was responsible for preparing traffic signal timing charts for various key intersections, including Iowa Ave./Main St. He also prepared mid-block pedestrian signal warrants for intersections such as Mt. Vernon at "D" St. and Mt. Vernon at E. Palm. Additionally, he provided PS&E packages for the installation of these pedestrian signals, improving pedestrian safety across the city. Mr. Minagar prepared traffic signal warrant assessments for Roger Elementary School, ensuring that traffic control measures were in place to protect students. He also worked on traffic signal modifications for Reche Canyon Rd. at Topanga Court for a private developer, providing design and coordination to meet the project's traffic needs. Furthermore, he was responsible for PS&E preparation for new traffic signals at La Cadena Dr. at La Loma Ave., as well as multiple other locations throughout Colton, including Washington/Mojave/Shopping Center and Mt. Vernon between Olive & Colton. He also conducted feasibility studies at key intersections, such as Valley Blvd./3rd St. and Valley Blvd./Reche Ave., and prepared traffic signal timing charts for new signals at locations like La Cadena Dr./Barton Rd. Mr. Minagar was actively involved in traffic design and operations investigations for various intersections, ensuring optimal traffic flow and safety. His work also included providing on-call traffic signal construction inspection services, overseeing the installation and operation of new signals to ensure compliance with city and state standards.

Intelligent Transportation System (ITS) Projects: Mr. Minagar's expertise in Intelligent Transportation Systems (ITS) has been applied in numerous high-profile projects. As a trainer for the Los Angeles County MTA, he conducted workshops on systems communications, video surveillance, video detection, bus signal priority, and other ITS systems between 1999 and 2005. He was instrumental in the deployment of ITS in the City of Temecula, overseeing the design and implementation of systems communications, fiber optic design, and the creation of PS&E packages for traffic management systems. He also played a significant role in the expansion of CCTV systems in Modesto and Ceres, improving traffic monitoring and management capabilities. Additionally, he consulted for the FHWA and Caltrans on various ITS deployment and evaluation projects, including the Santa Monica Freeway "Smart Corridor" and other regional initiatives.

Transportation Planning: As part of his extensive experience in transportation planning, Mr. Minagar has prepared traffic studies for numerous high-traffic areas, including Pepper Ave. at Valley Blvd. & I-10 Freeway in Colton. He conducted queue length assessments for key intersections, providing data-driven recommendations for improving traffic flow and reducing congestion. For the Los Angeles County MTA, he evaluated major regional transportation improvement projects, including feasibility studies for interchange improvements at State Routes 57 & 60. Mr. Minagar's work extended to the Metrolink Commuter Rail System, where he conducted traffic engineering studies and designs for station improvements and maintenance facility access roads, helping to improve transit access and efficiency for Southern California residents.

AWARDS/HONORS

- Re-Elected as Mayor/Mayor ProTem/CM, City of Laguna Niguel, CA, 2018 & 2014
- Re-Elected to Planning Commission Chairman, City of Laguna Niguel, CA, 2012 & 2007
- Re-Elected to Traffic & Transportation Commission Chairman, Laguna Niguel, CA, 2003 & 2002
- Winner of Caltrans' 2009 Award of Excellence in Transportation
- Winner of the ASCE 2007 & 2009 Outstanding Public/Private Civil Engineering Projects
- Winner of the Best Traffic Congestion Mitigation Award in Los County, 2005
- Recipient of the PTI's Best Transportation Technology Solutions for Synchronizing 121 Caltrans, County & City Traffic Signals Award in the U. S., 2003
- Awarded the United States Congressional Order of Merit, 2003 & 2006
- Recipient of the 2002 National Leadership Award
- Recipient of the CAATS' 2002 Award of Excellence for Best California Return on Investment Project
- Recipient of the Los Angeles County MTA's Teamwork Award for the Countywide Signal Systems Program, 2000
- Re-appointed to Traffic & Transportation Commissioner by the Mayor & Council of the City of Laguna Niguel, California for 1997-1999, 1999-2001, 2001-2003
- Publicity/Public Relations Chairman, 1st Annual Meeting of California Alliance for Advanced Transportation System (CAATS), Newport Beach, 1995
- Publicity/PR Chairman, 44th Annual Meeting of ITE D-6 Anaheim, CA, 1991
- Certificates of Appreciation, Western ITE Newsletter Technical Editor, 1990-1994
- Recipient of 1990 ITE International Award, Orlando, Florida, USA



Appendix B. Forms

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

The undersigned declares:
I am the President of Z&K Consultants, Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/5/2026 [date], at Riverside, CA [city, state].

Firm Z&K Consultants, Inc.

Crystal Fraire
(Signature)

Crystal Fraire, President
(Print Name & Title)

Street 17130 Van Buren Blvd, Suite 122

City Riverside State CA Zip 92504

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: Z&K Consultants, Inc.

By: Crystal Fraire

Title: Crystal Fraire, President

Date: 3/5/2026

SUBCONTRACTOR:

Company: Minagar and Associates, Inc.

By: Fred Minagar

Title: Fred Minagar, Traffic Engineer

Date: 3/5/2026

Z&KCONS-01 PAVANKUMARINDARG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/6/2026

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

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

PRODUCER	CONTACT NAME: Nikol Ekdahl-Barrett	
NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	PHONE (A/C, No, Ext): (623) 878-5109	FAX (A/C, No):
	E-MAIL ADDRESS: nikol.barrett@nfp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Company of America	25674
INSURED	INSURER B : Travelers Indemnity Company of Connecticut	25682
Z & K Consultants, Inc. 22295 Jessamine Way Corona, CA 92883	INSURER C : HDI Global Specialty SE	A1340J
	INSURER D : James River Insurance Company	12203
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	6802J978123	5/18/2025	5/18/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	BA6W812054	5/18/2025	5/18/2026	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			CUP-7W800864-25-47	5/18/2025	5/18/2026	AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 0						Products-Comp	$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A	X	UB9K77696A	5/18/2025	5/18/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab			FRS-H-P-PL-00013375-02	7/10/2025	7/10/2026	See Description	
D	Excess Liability			P0000009250	7/10/2025	7/10/2026	See Description	

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

E&O/Professional Liability | Policy Number: FRS-H-P-PL-00013375-02 | Effective & Expiration Dates: 7/10/2025 - 7/10/2026 | Limits: General Aggregate: $ 2,000,000 Each Claim: $1,000,000 Deductible $15,000 each claim l Deductible Aggregate $45,000 l retroactive date: full prior acts

Excess E&O/Professional Liability | Policy Number: P0000009250 | Effective & Expiration Dates: 7/10/2025 - 7/10/2026 | Limits: Each Claim: $1,000,000. General Aggregate $1,000,000 | Retro Date: 9/26/2023

Certificate Holder Is named Additional Insured as respects to General Liability. This insurance is primary and non-contributory with any other insurance of the SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Riverside
Public Works Department
3900 Main Street
Riverside, CA 92522

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: Z&KCONS-01 PAVANKUMARINDARGI

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
NFP Property & Casualty Services, Inc.		Z & K Consultants, Inc. 22295 Jessamine Way Corona, CA 92883
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
additional insured, so long as a written contract or agreement to such exists prior to a loss, per endorsements CG D3 79 02 19 and/or CG D3 81 09 15 attached. A Waiver of subrogation in favor of the certificate holder applies as respects to General Liability coverage, per endorsement CG D3 81 09 15 attached. General liability per-project aggregate applies per endorsement CG D4 02 06 19 attached.

Umbrella Liability underlying policies include General Liability, Employers Liability & Automobile Liability per schedule EU 00 03 08 18 attached. Excess E&O/Professional Liability Policy P0000009250 is excess over FRL-H-P-PL-00003201-02.

Certificate Holder is named as Additional Insured as respects to Automobile Liability so long as a written contract or agreement to such exists with the named insured prior to a loss, per endorsement CA T4 20 02 15 attached. A Waiver of subrogation in favor of the certificate holder applies as respects to Automobile Liability coverage, per endorsement CA T4 20 02 15 attached.

A Waiver of subrogation in favor of the certificate holder applies as respects to Workers Compensation coverage, per endorsement WC990376 A001 attached.

Re: Construction Engineering & Administrative Services for the Third Street Grade Separation at BNSF Railroad | Federal Aid Project Number STPL 5058(081)

City of Riverside, and its officers, employees and agents are named Additional Insureds as respects to General Liability and Automobile Liability. General Liability insurance is primary and non-contributory with any other insurance of the additional insureds, so long as a written contract or agreement to such exists prior to a loss. A Waiver of subrogation in favor of the additional insureds applies as respects to General Liability, Automobile Liability and Worker Compensation coverages so long as a written contract or agreement to such exists with the named insured prior to a loss as per attached endorsement CG D3 81 09 15, CG D3 79 02 19, CA T4 20 02 15, WC 99 03 76 (A) - 001

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II — WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

c. With respect to the independent acts or omissions of such person or organization; or

d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

f. This insurance does not apply to the rendering of or failure to render any "professional services".

9. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** —Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;

b. While that part of the written contract is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE — This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft — 75 Feet Long Or Less

B. Who Is An Insured — Unnamed Subsidiaries

C. Who Is An Insured — Retired Partners, Members, Directors And Employees

D. Who Is An Insured — Employees And Volunteer Workers — Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured — Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured — Controlling Interest

G. Blanket Additional Insured — Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured — Governmental Entities — Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured — Governmental Entities — Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments — Increased Limit

L. Amendment Of Excess Insurance Condition — Professional Liability

M. Blanket Waiver Of Subrogation — When Required By Written Contract Or Agreement

N. Contractual Liability — Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT — 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I — COVERAGES — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II — WHO IS AN INSURED:**

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED — UNNAMED SUBSIDIARIES

The following is added to **SECTION II — WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II —** Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED — RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II — WHO IS AN INSURED:**

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED — EMPLOYEES AND VOLUNTEER WORKERS — BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II — WHO IS AN INSURED:**

Paragraphs **(1)(a), (b)** and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED — NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II — WHO IS AN INSURED:**

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section **II —** Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED CONTROLLING INTEREST

1. The following is added to **SECTION II — WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTIO N II — WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED — MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II — WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED — GOVERNMENTAL ENTITIES — PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II — WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED — GOVERNMENTAL ENTITIES — PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II — WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II — WHO IS AN INSURED:**

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III — LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions,** of **SECTION I — COVERAGES — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance,** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** —Who Is An Insured.

K. MEDICAL PAYMENTS — INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III — LIMITS OF INSURANCE:**

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION — PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b., Excess Insurance,** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B.**

M. BLANKET WAIVER OF SUBROGATION — WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY — RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	$ 2,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	$ 2,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	$ 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	$ 2,000,000

Designated Projects:
Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:
All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph 1. of SECTION III – LIMITS OF INSURANCE:

1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE — This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED

B. EMPLOYEE HIRED AUTO

C. EMPLOYEES AS INSURED

D. SUPPLEMENTARY PAYMENTS — INCREASED LIMITS

E. TRAILERS — INCREASED LOAD CAPACITY

F. HIRED AUTO PHYSICAL DAMAGE

G. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES — INCREASED LIMIT

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT — INCREASED LIMIT

I. WAIVER OF DEDUCTIBLE — GLASS

J. PERSONAL PROPERTY

K. AIRBAGS

L. AUTO LOAN LEASE GAP

M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II — COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II — COVERED AUTOS LIABILITY COVERAGE:**

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance,** of **SECTION IV — BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II — COVERED AUTOS LIABILITY COVERAGE:**

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Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS — INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II — COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II — COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS — INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I — COVERED AUTOS:**

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION III — PHYSICAL DAMAGE COVERAGE:**

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES — INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION III — PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT — INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III — PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE — GLASS

The following is added to Paragraph **D., Deductible,** of **SECTION III — PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION III — PHYSICAL DAMAGE COVERAGE:**

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions,** of **SECTION III — PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.,** but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION III — PHYSICAL DAMAGE COVERAGE:**

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV — BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Commercial General Liability

Carrier **TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

Policy Number **680-002J978123-25**

Policy Period

From: **05/18/2025**

to: **05/18/2026**

Limits Of Liability	
General Aggregate	**$2,000,000**
Products-Completed Operations Aggregate	**$2,000,000**
Personal and Advertising Injury	**$1,000,000**
Each Occurrence	**$1,000,000**

Employers Liability

Carrier **TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

Policy Number **UB-009K77696A-25**

Policy Period

From: **05/18/2025**

to: **05/18/2026**

Limits Of Liability	
Bodily Injury By Accident Each Accident	**$1,000,000***
Bodily Injury By Disease Policy Limit	**$1,000,000***
Bodily Injury By Disease Each Employee	**$1,000,000***

*UNLIMITED IN THE STATE OF NEW YORK FOR SUBJECT EMPLOYEES

Automobile Liability

Carrier **THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT**

Policy Number **BA-006W812054-25**

Policy Period

From: **05/18/2025**

to: **05/18/2026**

Limits Of Liability	
Bodily Injury And Property Damage Combined Single Limit	**$1,000,000**

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-9K77696A-25-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 05-07-25 ST ASSIGN:

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

Z&K Consultants, Inc

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

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

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

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

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

☐ Other (see instructions)

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

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

Exempt payee code (if any)

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

(Applies to accounts maintained outside the United States.)

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

17130 Van Buren Blvd, Suite 122

6 City, state, and ZIP code

Riverside, CA 92504

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

– –

or

Employer identification number

8 0 – 0 3 5 9 2 9 8

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** Crystal Traine | **Date** 1/1/2026

General Instructions

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

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

What's New

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

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

Purpose of Form

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

ATTACHMENT NO.3

REQUEST FOR PROPOSAL

CITY ENGINEERING SERVICES, TRAFFIC ENGINEERING SERVICES, ENGINEERING GRANT WRITING/ADMINISTRATION SERVICES, AND ON-CALL GENERAL ENGINEERING SERVICES



for:

CITY OF WEST COVINA
Attn: Karen Ogawa
Finance Director
1444 West Garvey Avenue South
West Covina, CA 91790

March 5, 2026
5:00pm

Prepared by:

TKE ENGINEERING, INC.
2305 Chicago Avenue
Riverside, California 92507
(951) 680-0440

www.TKEengineering.com

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SECTION 8 | Firm and Personnel Qualifications

APPENDIX | Attachments A-D, F & G

Prepared for:
City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790
Contact: Karen Ogawa, Finance Director
Phone: (626) 939-8463
Email: kogawa@westcovina.org

Prepared by:
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
Contact: Michael Thornton, P.E., P.L.S., M.S., President
Phone: (951) 680-0440
Email: mthornton@tkeengineering.com

March 5, 2026

Karen Ogawa, Finance Director
CITY OF WEST COVINA
1444 West Garvey Avenue South
West Covina, CA 91790

Subject: Proposal for City Engineering Services, Traffic Engineer Services, Engineering Grant Writing/Administration Services, and On-Call General Engineering Services

Dear Ms. Ogawa:

Thank you for the opportunity to present TKE Engineering Inc.'s (TKE's) professional qualifications to provide municipal engineering services, traffic engineering services, grant writing/application and administration services, project management services, inspection services, surveying services, engineering support, permit administration, and plan check services for the City of West Covina (City). Enclosed herein are our qualifications to provide these services for the City. Michael Thornton, P.E., P.L.S., M.S., TKE's President, is legally authorized to sign contracts on behalf of TKE and will be the contact person during the period of proposal evaluation. TKE is headquartered at 2305 Chicago Avenue, Riverside, 92507. Mr. Thornton can be reached by phone at (951) 680-0440 and/or by email at mthornton@tkeengineering.com.

Why should the City choose TKE to provide on-call engineering services? Please consider the following:

Our Team – TKE's wide range of provided services along with our engineering background and extensive experience, allows all requested work to be completed effectively and maximize the City's projects with the available funding limits. The City will benefit greatly by the vision, leadership, and dedication to community exhibited by TKE's project team. In particular, Michael Thornton, P.E., P.L.S., M.S., has a vast amount of experience with all aspects of municipal engineering, traffic engineering, on-call engineering and engineering grant writing/administrative services. Mr. Thornton's experience includes project planning to design and extends through bidding and construction. His excellent project management skills will provide a great benefit to the City, in particular, his experience with "cutting edge" creative engineering techniques focused on cost control, ensuring that projects provide the maximum value for the public's investment.

Our Experience and Qualifications – TKE has been providing city engineering services for the past 26 years to numerous public agencies and is well qualified to assist the City. TKE is a firm capable of managing and delivering municipal engineering services as described in the RFP. A brief list of on-call municipal clients, together with projects that TKE has successfully completed are presented in our proposal. The City will benefit from our broad range of experience through our intimate understanding of the common pitfalls for each project variation, and development processing challenges, and our past history of successfully overcoming these challenges.

Thank you for your consideration. TKE would very much appreciate the opportunity to work with the City. If you have any questions, please contact me at (951) 680-0440 or mthornton@tkeengineering.com.

Sincerely,

Michael Thornton, P.E., P.L.S., M.S.
President
TKE Engineering, Inc.

TKE Engineering, Inc. AT A GLANCE

City/District Engineer
TKE serves/served as the City Engineer in 5 Cities/Districts in Southern California

City/District Surveyor
City/District Surveyor in 9 Cities/Districts.

Traffic Engineering
Traffic Engineer in 7 Cities/Districts

On-Call Plan Checking/Inspection Contracts
TKE provides Plan Checking and Inspection for more than 30 Cities/ Counties/Districts throughout Southern California

Size of Organization
70 Professional Engineers, Surveyors, Designers, Project and Construction Managers, Inspectors, Plan Checkers, Design Professionals, Engineers, and Support Staff

Location of Office
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

Company Structure
TKE is a California C Corporation founded in June 2000. TKE is not a subsidiary.
California Business License No.: 0109901
DIR NUMBER PWLR No.: 1000413173

Years in Business
TKE has conducted business for the past 24 years and has 26 years of experience in providing survey, planning, design, plan check and construction management services for traffic and transportation Capital Improvement Projects

Grant Management
TKE has successfully written over $200M and designed/managed more the $700M in Federal and State funded grant projects.

City of West Covina Point of Contact
Michael Thornton, P.E., P.L.S., M.S.
– President
Phone: (951) 680-0440
Email: mthornton@tkeengineering.com

CITY UNDERSTANDING

As presented in the background section of the RFP, the City of West Covina (City) is located in San Gabriel Valley 20 miles east of downtown Los Angeles and 15 miles north of Orange County. It 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 agriculture for many decades. The City has developed into a commercial and residential communities, with a population currently estimated at about 110,200 residents.

The City facilities include 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. The City contracts out engineering among other services. Additionally, water utilities and solid services are provided and billed externally

The City is requesting professional municipal engineering services, traffic engineering services, grant writing/application and administration services, project management services, engineering support, permit administration, and plan check.

TKE proudly serves municipal agencies with a variety of city engineering services including city engineering, project and construction management, inspections services, traffic engineering, plan checking, development services, and CIP management for transportation, street widening, pavement rehabilitation, pedestrian enhancements, bike lanes, roundabouts, storm water, urban runoff management and water quality programs, floodplain management, parking lots, parks, storm drain, traffic signals, signing and striping, water systems, recycled water systems and, waste water systems. This also includes various grant writing, administration, and closeout for HSIP, ATP, CMAQ, SR25, CDBG, SAFETEA-LU, SB-1, LPP, and numerous other grant programs. TKE's experience includes project delivery from "cradle to grave". All of the engineering duties previously discussed are services we effectively provide routinely. We request that you verify our qualifications with the agencies

presented in this proposal. TKE has provided numerous municipalities and agencies throughout Southern California with consulting services and staffing for every facet of Public Works. In addition, we have worked on multi-million-dollar regional mega projects for a variety of government agencies.

Scope of services presented in attachment E of the RFP are summarized in the following paragraphs:

CITY ENGINEERING SERVICES

TASK NO.1

TKE will manage plan review and inspection services for all public right-of-way encroachment permits to confirm compliance with all applicable codes, regulations, policies, standards, and best practices. Such permits may include construction work; construction or vehicle operations; oversize vehicles; street closures; temporary storage of vehicles, storage pods, trash bins, or other objects; news racks; and ongoing encroachment by awnings, sidewalk dining, etc. Services will include but may not be limited to the following:

- Receiving/processing permit applications, assessing permit fees, and issuing permits
- Performing pre-work inspections as needed to evaluate existing conditions
- Reviewing plans and specifications
- Writing corrections and redlining of plans
- Determining appropriate conditions to impose on permits
- Determining whether a traffic control plan is required and reviewing such plans
- Performing regular inspections of ongoing work and inspections of completed work to ensure compliance with approved plans and permit conditions
- Maintaining regular communication with the applicant, job superintendent, or other project representatives as needed

TASK NO.2

TKE will maintain communication channels for applicants and job superintendents to communicate directly with the public works inspector via telephone, and/or with the city engineer on behalf of the inspector. TKE will provide continuity of inspection services through project completion.

TASK NO.3

TKE will provide a public works inspector presence at City Hall and within the City as necessary to adequately inspect ongoing work in the public right-of-way and address issues as they arise.

TASK NO.4

TKE will provide plan review of grading, drainage, and improvement plans for private and public development projects. Services will include, but are not limited to the following:

- Receiving/processing permit applications, assessing permit fees, and issuing permits
- Reviewing plans and specifications
- Writing corrections and redlining of plans
- Determining appropriate conditions to impose on permits
- Providing pick-up and delivery of plans at City Hall and maintaining a log of plans in process and their status accessible at any time by City staff
- Learning and effectively utilizing the City's cloud-based software for permit issuance and tracking

TASK NO.5

TKE will provide plan review of plans submitted for planning or zoning review for public works issues. This may include conceptual or preliminary plans, architectural plans, site plans, and preliminary grading plans. Services will include but are not limited to the following:

- Reviewing project applications, plans, and related documents
- Identifying major public works issues to be addressed through the planning process prior to plan check submittal including but not limited to grading, off-site improvements, and traffic
- Writing conditions of approval related to public works issues to be imposed on the project through the planning process
- Providing pick-up and delivery of plans at City Hall and maintaining a log of plans in process and their status accessible at any time by City staff
- Learning and effectively utilizing the City's permitting software for permit issuance and tracking

TASK NO.6

TKE will provide a review of projects submitted under the Subdivision Map Act and related provisions of the West Covina Municipal Code. This includes but may not be limited to tentative and final maps, lot mergers, lot line adjustments, certificates of compliance, dedications, vacations, and easements. Services will include but are not limited to the following:

- Reviewing applications, maps, legal descriptions, deeds, and related documents
- Providing redline documents and writing corrections
- Writing conditions of approval to be imposed on tentative maps
- Providing pick-up and delivery of documents at City Hall and maintaining a log of reviews in process and their status accessible at any time by City staff
- Learning and effectively utilizing the City's permitting software for project tracking

TASK NO.7

TKE will provide city engineering services, including but not limited to the following:

- Attend meetings with City staff, public officials, developers, contractors, and the public as needed
- Attend Commission and City Council meetings as needed
- Represent the City as its city engineer while interfacing with the public and other agencies including but not limited to Los Angeles County Department of Public Works, Southern California Edison, and the water purveyors that serve the City
- Serve as the primary liaison to the Los Angeles County Department of Public Works for technical and policy issues
- Review documents and reports from other agencies pertaining to West Covina infrastructure or public works matters and provide recommendations to staff on appropriate responses or actions
- Provide guidance and technical assistance to City staff on public works and engineering laws, policies, procedures, and best practices including but not limited to the California Public Contract Code, Streets and Highways Code, and Subdivision Map Act
- Provide guidance and technical assistance to field staff regarding infrastructure and maintenance issues

TASK NO.8

TKE will provide "City Engineer" presence at City Hall, a minimum of 8 hours a week, with a consistent schedule agreed upon by the selected firm and the City. Hours may be adjusted over time depending on project volume and workload. While in the office, the City Engineer will be expected to provide internal and external customer service, including seeing customers at the counter, meeting with City staff, and taking phone calls. Our proposed City Engineer will serve in the role on an ongoing basis.

TASK NO.9

TKE will provide a dedicated Associate Engineer to maintain regular on-site presence at City Hall, 24-30 hours a week, with a consistent schedule as approved by the City. TKE acknowledges that hours may be adjusted over time depending on project volume and workload. While in the office, the Associate Engineer will provide internal and external customer's services, including seeing customers at the counter, maintaining regular office hours, meeting with City staff, and taking phone calls. The Associate Engineer will provide project management, construction management, related inspections, and permit application intake/issuance. Our proposed Associate Engineer will serve in the role on an ongoing basis.

TASK NO.10

TKE will assist Capital Improvement Project Manager in project and contract management services for public works projects and other select capital improvement projects to be determined. Services will include but are not limited to the following:

- Prepare project plans, bid specifications, and Notice Inviting Bids
- Conduct pre-bid meetings
- Respond to inquiries and prepare addendums to bid specifications as needed
- Prepare staff reports and other documents as may be needed for contract approval

- Monitor labor compliance
- Prepare contract change orders
- Review project invoices for accuracy and contract compliance
- Prepare staff reports and other documents as may be needed for project acceptance
- Maintain all project documents and files on behalf of City
- When applicable, work with City's grant administrator on grant-funded projects to prepare additional paperwork as necessary for grant compliance

TASK NO.11

TKE will assist Capital Improvement Project Manager in project management and manage consultant contracts for public works services, such as updating plans or preparing studies beyond this scope of services. Services will include but are not limited to the following:

- Prepare and distribute RFPs or RFQs
- Evaluate proposals submitted and interview consultants as needed
- Negotiate price and contract terms with consultant on behalf of City
- Prepare staff reports and other documents as may be needed for contract approval
- Direct consultant work, serve as liaison with consultant, and review work product
- Monitor work and progress and review invoices to ensure consistency with project budget and schedule

TASK NO. 12

TKE will advise City staff as to grants or other funding available for public works projects and, when so directed, initiate and prepare applications for such funding or grants.

TASK NO.13

TKE will assist the City in processing grant applications and administration of awarded grants.

TASK NO.14

TKE will monitor trends, legislation, and standard practices and advise the Community Development Director on appropriate codes, policies, procedures, and practices to adopt.

TASK NO.15

TKE will coordinate, consult, and provide input to other departments and agencies as may be required, including but not limited to planning, building, code compliance, the Los Angeles County Department of Public Works, Los Angeles County Sheriff's Department, Los Angeles County Fire Department, the City's consultant for building and safety services, the City's consultant for NPDES compliance, and utility providers.

TASK NO.16

TKE will prepare, implement, and enforce policies and procedures.

TASK NO.17

In the event of a local, regional, or national emergency or disaster, TKE will provide engineering and public works plan review and inspection services as required to appropriately respond to the emergency, including after regular business hours.

TASK NO.18

TKE will provide any other services as may be necessary for administration and enforcement of the California Public Contract Code, Streets and Highways Code, Subdivision Map Act, applicable provisions of the West Covina Municipal Code, and any other codes pertaining to public works and engineering matters.

TRAFFIC ENGINEERING SERVICES

TKE will provide traffic engineering services, including but not limited to the following:

- Review and provide comments on traffic impact studies prepared by other consultants for development projects
- Review and provide comments on proposed development projects pertaining to traffic issues including but not limited to traffic impacts, site access and circulation, and parking
- Prepare conditions of approval for projects
- Review and provide engineering judgement on traffic safety issues raised by City staff, the Traffic Committee, and the public
- Conduct traffic reviews and prepare reports with recommendations for issues including but not limited to stop sign warrants, crosswalk

installation and removal, traffic calming, speed surveys, accident histories, and other general traffic safety and related issues
- Prepare and make presentations to the Traffic Committee and City Council regarding traffic reviews and recommendations
- Serve as the primary liaison to the Los Angeles County Department of Public Works for traffic signal timing and maintenance, striping, signs, and other traffic issues

ON-CALL ENGINEERING SERVICES

TKE will provide municipal engineering services on an "on-call" or "as needed" basis for various duties assigned by Community Development Director and/or Deputy Community Development Director. Services may include but are not limited to the following:

- General consulting and technical advice
- Private development application reviews
- Infrastructure design, construction and/or operation
- Assistance with the Capital Improvement Program
- Reviewing and certifying design plans, specifications and cost estimates for City capital projects
- Performing the lead role in the engineering review, coordination and technical administration of assessment districts and bond issue projects to provide coordinated and cost-effective project
- Reviewing private development construction plans, mapping and projects for compliance with City adopted design standards, subdivision standards and Building Code and related work as required
- Assisting the City in processing Federal, State and regional permits
- Assisting the City with processing grant applications
- Miscellaneous engineering tasks, feasibility studies, investigations, and other duties as directed by the Community Development Director and/or Deputy Community Development Director
- Assist in the new permit processing software (Accela) conversion process.

SECTION 3 | METHODOLOGY

PROJECT APPROACH

Whether the services required are city engineering, project management, grant writing and administration, planning, design, or construction related, successful project delivery is our goal. Our definition of successful project delivery is:

- Timely identification of projects and funding streams
- Project and grant application completion that meets all program requirements
- Project completion within budget
- Project completion on schedule

TKE's implementation plan includes the following key elements which we routinely provide for each of our projects.

PROJECT MANAGEMENT

TKE provides effective city engineering support, land development, CIP management and project/construction management services to a variety of municipal clients. We have successfully delivered extensive and highly visible development projects, street improvement, traffic improvement, drainage improvement, water, wastewater and facility improvement projects for the Coachella Valley Association of Governments, County of San Bernardino and Riverside, Cities of El Monte, South El Monte, Azusa, Glendora, Pomona, Coachella, Banning, Calimesa, Moreno Valley, Chino, Corona, Highland, Hesperia, Colton, Upland, Fontana, Yucaipa, Rialto, Redlands, Wildomar, Lake Elsinore, and Riverside and for the Municipal Agencies San Bernardino Municipal Water Department, Rubidoux Community Services District, Mission Springs Water District, East Valley Water District, Mission Springs Water District, Coachella Water Authority, San Bernardino Municipal Water Department, Rubidoux Community Services District, East Valley Water District, Three Valleys Municipal Water District, Monte Vista Water District, and Maywood Mutual Water Company. TKE's approach has consistently allowed our partner agencies to fulfill their missions of delivering the best value for the public's investment.

TKE's management approach includes:

MONTHLY PROGRESS REPORTS

TKE documents project progress for all projects assigned to TKE by a comprehensive project management summary. The summary includes project name and related number, description of progress, budget status, schedule compliance, completed deliverables, and anticipated upcoming accomplishments.

COMMUNICATION

Communications with City staff is another important component to effective project management. In addition to the monthly progress reports, TKE meets with clients as needed to ensure the projects are proceeding as anticipated. We document each discussion or meeting with notes and electronically mail them to the project team within three days of the meeting/conference indicating action items and a schedule for completion of these items. Finally, TKE welcomes direct lines of communication between the City and all Key Staff for any and all project needs.

RECORD KEEPING

TKE keeps records in an organized filing system both in hard copy and electronic forms. This organized filing system allows TKE to access records immediately should they be needed. Additionally, TKE can provide comprehensive project records to the City upon completion of each project.

MEETINGS

TKE meets with project stakeholders as needed including the public, permitting agencies, utilities, etc. We meet with them at the project's onset and throughout the course of project development to ensure all stakeholder project needs are considered in the project design. All meeting preparation (City Staff Reports, agendas, exhibits, slide shows, etc.) will be prepared by TKE for each meeting. Again, meetings will be documented. TKE has provided numerous similar presentations to Councils (closed sessions, council meetings, community meetings, etc.).

CIP PROJECT MANAGEMENT

Project management will be an essential element in all types of project delivery. Effective communications will lead to effective management. Management will include weekly reviews of project budget and schedules and regular meetings with all project shareholders.

For all projects, the most important aspect of management will be to ensure that the City's interests are protected to the maximum extent possible and project schedules are met. TKE will ensure that public funds and impact fees are used for the benefit of the community. Any deviation from standards and requirements will be referred to the City and TKE will implement direction given by City staff. Maintaining excellent communications will prevent any project processing misunderstandings and will avoid project delays. TKE management techniques always result in efficient project delivery.

Managing other consultants is another area that TKE excels. Due to our extensive variety of project experience, TKE has a vast amount of knowledge with all public works improvement projects. With this understanding, TKE is able to manage others and avoid any costly project changed conditions and delays.

REGULATORY, SUBDIVISION MAP ACT AND CITY STANDARDS COMPLIANCE

Another primary function of TKE staff is to verify compliance with aspects of federal, state, and local laws as well as the subdivision map act and City standards. TKE is already well versed with federal, state and local development law and the map act requirements. Further, TKE will verify that all construction related to engineering components, are constructed in accordance with these requirements and standards.

FEDERAL / STATE FUNDING COMPLIANCE

TKE will verify that all construction activities, records management and processing are completed in accordance with funding requirements including Caltrans Construction Manual and Federal /State requirements. TKE is already working closely with Caltrans Local Assistance on numerous other projects and is very familiar with funding requirements ensuring that the City's projects will be delivered efficiently. TKE also has current experience with Caltrans District 8 preparing requests for authorization to proceed to construction, programming change requests, and variance to finance letter requests to conform to actual bid amounts.

FINANCE AND ADMINISTRATION

TKE is familiar with a number of funding sources for capital improvement projects. TKE has prepared numerous applications and administered these funds for a number of agencies. TKE has extensive experience with Federal and State funded projects including but not limited to:

- Highway Safety Improvement Program (HSIP)
- Transportation Enhancement Program (TE)
- Congestion Management & Air Quality (CMAQ)
- Safe Routes to School (SRTS)
- Community Development Block Grant (CDBG)
- U.S. EPA Clean Water Grant
- U.S. Army Corp Environmental Infrastructure
- U.S. HUD Community Development Block Grants
- Active Transportation Program (ATP)
- Safe Routes to School (SR2S)
- Road Repair and Accountability Act of 2017 (SB1)
- Mobile Source Reduction Committee (MSRC)
- TDA Article 3
- Rubberized Asphalt Concrete (RAC)
- State Water Board Drinking Water and Clean Water SRF
- Proposition 1
    - Storm Water Grant Program
    - Integrated Regional Watershed Management Program
    - Flood Management Program
    - Proposition 84
    - Proposition 1E
    - Proposition 50
    - Proposition 68

We will apply this knowledge to process current projects and continue to work with City staff to match funding streams with proposed projects.

QUALITY ASSURANCE/QUALITY CONTROL

TKE takes pride in our reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work, and believes that a high level of quality is needed on all PS&E packages. High quality design yields the following tangible results:

- Ease of oversight
- Smoother processing
- Healthy number of bidders
- Consistent bids
- Minimized construction support cost
- Absence of design-related change orders
- Reduced claims and dispute resolution costs

TKE believes that the most successful quality assurance program is one that is applied inherently throughout the entire design process and all design activities. This program requires not only formal procedures for checking, but encourages the conscientious effort of experienced people to always "create quality" in every task performed throughout the design process.

This program has become a natural element in all aspects of TKE's design and management activities, and will guide our work on this contract:

- Staff training and development
- Assignment of experienced staff
- Continuity of staffing
- Project-specific work plan
- Schedule compliance
- Comprehensive field review and compilation of site data
- Established design procedures
- Established detailing standards
- Established checking procedures, including independent in-house QA/QC review
- Dual (independent) quantity estimates
- Review by Constructability expert

This Quality Assurance/Quality Control program is in place to ensure that PS&E documents prepared by TKE continue to exceed the standards of our clients and that we will deliver the project on schedule and within budget

ACCURATE COST ESTIMATING

TKE understands the limits on CIP funding. Because of the limited budget for this project, it is important to keep costs controlled. Our approach to controlling costs is to provide frequent and accurate cost estimates by using TKE's detailed cost estimating database. In addition to using this database, TKE utilizes our considerable experience with construction management to assist in providing constructability reviews and cost estimating based on current information from our on-going projects. Finally, with the current economic climate, construction costs are widely varying. We will also discuss the project elements with local contractors to assure that we have the most current construction information available so that the City can ensure the most value for the public's dollar.

TRAFFIC CONTROL

Traffic impacts created by construction of the improvements in public streets must be mitigated to the maximum extent practicable. Access to residential properties must be maintained at all times. When considering storm drain alignments construction traffic control, property assessment, utility and mail services and emergency vehicle access needs to be considered. Once the alignments are selected, traffic control design needs to be prepared to ensure safe and convenient vehicular and pedestrian mobility during construction operations. We have extensive experience in construction traffic control plan preparation and we are intimately familiar with the, CATTCH, WATCH, Caltrans, and MUTCD requirements. We will also review existing pavement conditions to determine if poor conditions may result in the potential for additional pavement removal and replacement during trench repair.

GRANT ADMINISTRATION

TKE will apply our extensive experience with grant writing and management to meet the needs of the City needs, as described below.

IDENTIFY AND PRIORITIZE CITY PROJECTS

TKE will review the City's Capital Improvements Projects, Master Plans, General Plan and Circulation Element, and growth impacts to develop a comprehensive list of projects. TKE will meet with City staff and cumulatively identify additional projects staff is currently aware of and then prioritize the list of projects. Lastly, we will identify

funding streams and match to projects based on need, funding availability, schedule, and budget.

IDENTIFY FUNDING SOURCES AND OPPORTUNITIES

TKE has assisted clients secure funding from the following programs:

- Federal SRTS and State SR2S (Safe Routes to Schools)
- ATP (Active Transportation Program)
- HSIP (Highway Safety Improvement Program)
- CMAQ (Congestion Mitigation and Air Quality Improvement Program)
- SAFETEA-LU (Safe, Accountable, Flexible, Efficient Transportation Equity Act: Legacy Users)
- Federal Transportation Funding thru Caltrans Local Assistance
- California Department of Parks and Recreation
- State Proposition 1E and 84 Flood Management Funding
- California Department of Public Health, Drinking Water Division
- Air Quality Management District
- Environmental Protection Agency
- State Water Resources Control Board - State Revolving Fund Program
- Department of Water Resources – Proposition 40 Grant Program
- Department of Water Resources - Infrastructure Rehabilitation Grant

TKE's remains involved and up to date on all working or past and future funding programs. With that knowledge and program database, TKE will identify various funding sources and opportunities available to the City. Creative grant program management often relies on multiple funding sources to complete a single project.

GRANT APPLICATIONS PREPARATION

TKE brings a well-rounded approach to preparing grant applications. The grant application process is only partly completing the application in accordance with funding notification and proposal solicitation packages. TKE's approach begins with a meeting between the City and the Funding Agency to explain the project and get feedback on how the project will fit with the funding program. Insight is gained on what key project elements and benefits the Funding Agency is looking for. TKE will assist City Staff in engaging the City Council to work with Federal, State, Regional, and Local agencies for project support. For certain funding opportunities, TKE has assembled upwards of 40 support letters to better highlight the project's need, impact in the community, and public/legislative backing. Additionally, TKE technical analysis for projects is aimed at identifying and highlighting economic benefits and safety improvements. These are key scoring elements in all grant application.

PREPARE A LONG-RANGE FUNDING APPLICATION PROGRAM

TKE will develop a project and funding stream matrix for the City to rely on for both short- and long-range grant planning. Identifying funding opportunities early will provide the City with an understanding of future Capital Improvements Projects planning and staffing needs. TKE, along with City Staff, will follow up on and any unsuccessful funding application. Understanding why projects were not selected for funding will provide insight in prioritizing future grant planning efforts.

PROVIDE GRANT ADMINISTRATION AND REPORTING

TKE will serve as the main point of contact between the City and Funding Agency. We will administer the grant on behalf of the City including:

- Agreement Coordination and Execution
- Funding Expenditure Authorization for Various Phases of Work
- Project Reporting (e.g. quarterly and final)
- Project Accounting and Invoicing
- City Council Presentations and Updates
- Compliance with Funding Agency Rules and Regulations (e.g. Right-of-Way Acquisition Processes, Environmental Compliance Documentation)

TKE has a long history of grant acquisition and management, and delivering multi-disciplinary projects for several of the surrounding communities in which we live and work in on a daily basis including grant administration. From our first project in 2000 to our current grant administration, TKE has always understood

the importance of grant funding for public improvements to the local community.

UNDERSTANDING PROGRAM SCORING

As mentioned above, successful grant applications rely on understanding how the Funding Agency will score project applications. Presenting a project to specifically meet the program needs and scoring criteria will lay out the framework for the peer review committee to easily identify how the project is directly in line with scoring criteria. This will result in higher scoring applications and more successful grant applications.

APPLICATION DEADLINES

Each funding opportunity has different requirements for submittal process. Understanding the application submittal requirements and process will provide the best chance in avoiding application deadlines. TKE makes sure we are familiar with online submittal procedures and any required website registrations.

GO/NO-GO APPROACH

TKE spends time to identify eligibility, number of grants being awarded, maximum grant award, and recent/nearby funding awards under the same program. Understanding this will allow TKE to determine the likelihood of successful grant applications prior to the City spending large amounts of time and money on a program that a project is not likely to succeed within.

TRAFFIC ENGINEERING

Traffic Engineering Services can be one of the most challenging areas of an agency's responsibilities. This is due to a number of challenges including the voluminous and changing laws and regulations applying to traffic operations as well as the inherent liability of critical infrastructure meant to serve the traveling public. Ensuring the safety of the traveling public, as well as, communicating and fielding public complaints is an ongoing challenge. Traffic Engineering is sometimes described as a combination of art and science. TKE has extensive experience communicating with the public, decision makers, internal stakeholders and those who work in the public right-of-way, which is critical to successful results. TKE staff have experience with all of these aspects including field experience working with signal technicians and solving timing problems, experience communicating with decision makers and the public about transportation challenges, experience delivering safety and operations improvement projects, CEQA experience with traffic and parking studies, testimony and expert witness work in court and more.

TKE's goal is the successful project delivery of the City's traffic engineering needs. Our definition of successful project delivery is:

- Task/Project Completion that Meets all Project Safety Requirements
- Task/Project Completion that Protects the City's Interests
- Task/Project Completion on Schedule
- Task/Project Completion within Budget

To successfully achieve each of the items listed above, it is vital that an efficient and effective form of communication is maintained throughout the project duration. TKE's staff is highly trained in the art of communication. By way of phone calls, emails, and in person meetings, TKE regularly and routinely keeps City staff informed of all aspects of the project. Through the preparation of meeting minutes, progress reports and project update memorandums TKE ensures that City staff is fully appraised of the project status.

With the variety of shifting technologies, policies and laws in the transportation industry, it is critical for the City to be supported by a true expert in the industry. One example is the shift from a level of service (LOS) standard under CEQA to a Vehicle Miles Traveled (VMT) standard consistent with SB743. TKE staff's are not only knowledgeable with respect to these changes but are at the forefront in implementing these changes statewide. Similarly, as Intelligent Transportation System (ITS) technologies continue to shift, it is critical to not only be aware of these changes but to actively prepare for these changes. TKE staff are likewise acknowledged experts in the ITS industry having designed and built multiple cutting edge ITS projects including advanced signal control (Smart Signals) and Connected Vehicle applications. One final example of challenges which could face the City through the course of this contract include

the implementation of a new Advanced Traffic Management System (ATMS), new controllers and a new Traffic Operations Center (TOC). These changes will involve implementation of new signal timing plans. TKE staff have deep knowledge of these changes and can help the City of Downey prepare for and update City files and procedures to take full advantage of these future changes.

BROWNFIELD SITES

During a previous interview, City staff asked for our knowledge on Brownfield sites. Brownfields are properties where expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant, including petroleum. To identify potential contaminants, Phase 1 and 2 Environmental Assessments are required.

Sites left unaddressed pose aesthetic, environmental, legal and/or financial burdens on a community together with missed economic opportunities.

TKE assisted the City of Upland with Brownfield site reuses including reclamation of two sites. One site was reused for RV and boat storage and public safety training facilities. The second site was reclaimed for regional flood control and groundwater recharge uses. Services included project management of Phase 1 and Phase 2 Environmental Assessments, site designs, regulatory permit processing, and construction management.

SECTION 4 | FEE SCHEDULE

Please refer to the Appendix (Attachment D: Fee Schedule) of this proposal for TKE's Fee Schedule.

SECTION 5 | EXCLUDED OR SUBCONTRACTED SERVICES

TKE is capable of performing City Engineering Services, Traffic Engineer Services, Engineering Grant Writing/Administration Services, and On-Call General Engineering Services in-house and does not require the use of subconsultants. If additional services are required, TKE has partnered with dozens of subconsultants to successfully complete all types of public works projects. TKE is a full service, multi-disciplinary consulting corporation and our wide variety of services and expertise provide us a complete understanding of all the requirements necessary for successful project completion.

SECTION 6 | SIMILAR SERVICES COMPLETED

CALIMESA CITY ENGINEERING AND ON-CALL GRANT WRITING SERVICES

City of Calimesa, CA



Client Contact: Will Kolbow | City Manager
Phone Number: (909) 795-9801
Email: wkolbow@calimesa.gov
Project Cost: $150 Million+ to date
Completion Date: 2013-Present

RELEVANCE TO WEST COVINA

- *City Engineer Services*
- *Review Traffic Impact Studies*
- *Grant Funding Preparation & Management*
- *CIP Design Survey and Construction*
- *Permit Assistance*

DESCRIPTION

TKE provides on-call civil engineering services to the City, including City Engineer and grant writing and administration. TKE managed more than $150 million in public improvements. While providing these services to the City, TKE represented the City with other agencies at numerous meetings, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. In addition, TKE managed major infrastructure development projects.

SERVICES

Services included council report preparation, design, review and preparation of hydrology and hydraulic studies, project planning, review traffic impact studies, prepare grant funding applications, report preparation, surveying, project scoping, environmental compliance services, utility coordination, right-of-way acquisition documents, provided project management, performed construction management, inspection and negotiation with property owners.

KEY STAFF

Michael P. Thornton, P.E., P.L.S., Terry Renner, P.E., P.L.S., Q.S.D., Ron Musser, P.L.S., Justin Schlaefli, P.E., T.E., P.T.O.E., Steven Ledbetter, P.E., Octavio Parada

PALM DESERT CITY ENGINEERING SERVICES

City of Palm Desert, CA



Client Contact: Mr. Jess Culper | Director of Capital Projects
Phone Number: (760) 776-6469
Email: jculpeper@palmdesert.gov
Project Cost: $30 Million+ to date
Completion Date: 2023 - Present

RELEVANCE TO WEST COVINA

- *City Engineer Services*
- *CIP Project Management*
- *Grant Funding Preparation & Management*
- *QA / QC*
- *Drainage Master Planning*
- *Cost Estimating*
- *Bidding*
- *Civil Engineering Design*
- *Surveying*
- *Land Development Services*

DESCRIPTION

TKE provides on-call civil engineering services to the City, including City Engineer. TKE has managed more than $30 million in public improvements. While providing these services to the City, TKE managed engineering budgets and project schedules, prepared designs and retained other consultants to prepare improvement design projects, managed funding programs, performed cost estimating, provided construction inspection for CIP and development projects, assisted with construction administration and various related work. In addition, TKE provides plan checking on major infrastructure development projects.

SERVICES

Services included council report preparation, design, review and preparation of hydrology and hydraulic studies, project planning, review traffic impact studies, prepare grant funding applications, grant management, report preparation, surveying, project scoping, environmental compliance services, utility coordination, right-of-way acquisition documents, provided project management, performed construction assistance, construction inspection, construction staking, and monument preservation.

KEY STAFF

Michael P. Thornton, P.E., P.L.S., Terry Renner, P.E., P.L.S., Q.S.D., Ron Musser, P.L.S., Justin Schlaefli, P.E., T.E., P.T.O.E., Steven Ledbetter, P.E., Q.S.D., Travis Bradshaw, P.E., Octavio Parada, Stephen Biscotti

NEEDLES CITY ENGINEERING SERVICES

City of Needles, CA



Client Contact: Mr. Patrick Martinez | City Manager
Phone Number: (760) 326-2115 ext. 126
Email: pmartinez@cityofneedles.com
Project Cost: $40 Million+ to date
Completion Date: 2021-Present

RELEVANCE TO WEST COVINA

- *City Engineer Services*
- *Review Traffic Impact Studies*
- *Grant Funding Preparation & Management*
- *CIP Design Survey and Construction*
- *Permit Assistance*

DESCRIPTION

TKE provides on-call civil engineering services to the City, including City Engineer. TKE managed more than $40 million in public improvements. While providing these services to the City, TKE represented the City with other agencies at numerous meetings, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. In addition, TKE managed major infrastructure development projects, including: street improvements, water and sewer pipeline and facility improvements, and parks.

SERVICES

Services included design, review and preparation of hydrology and hydraulic studies, project planning, review traffic impact studies, prepare grant funding applications, report preparation, surveying, project scoping, environmental compliance services, utility coordination, right-of-way acquisition documents, provided project management, design and engineering, performed construction management, inspection and negotiation with property owners.

KEY STAFF

Michael P. Thornton, P.E., P.L.S., Terry Renner, P.E., P.L.S., Q.S.D., Ron Musser, P.L.S., Justin Schlaefli, P.E., T.E., P.T.O.E., Steven Ledbetter, P.E., Q.S.D., Octavio Parada

CALIMESA TRAFFIC ENGINEERING SERVICES

City of Calimesa, CA



Client Contact: Mr. Will Kolbow | City Manager
Phone Number: (909) 795-9801
Email: wkolbow@cityofcalimesa.net
Project Cost: N/A
Completion Date: 2013-Present

RELEVANCE TO WEST COVINA

- *Traffic Engineering Services for Developer and CIP Projects*
- *Traffic Engineering Design*
- *Traffic Control Device Review and Design*
- *Citizen Request Analysis*

DESCRIPTION

TKE provides on-call traffic engineering services to the City for developer and capital improvement project coordination, planning and implementation. While providing these services to the City, TKE represented the City with other agencies at numerous meetings, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. In addition, TKE managed major infrastructure development projects.

SERVICES

Services included traffic signal design, signing and striping design, traffic control plan preparation, preparation of complete bid documents, plan check of traffic signal plans, signing and striping plans, and traffic control plans, land development review of site plans and access management, review and comment of traffic impact analyses, traffic engineering project coordination with capital improvement projects, review of citizen requests for traffic control to include traffic count analysis and collision data, recommendation of traffic control devices, prepare speed zone surveys and certification process, school zone analysis and preparation of school zone signing and striping plans.

KEY STAFF

Justin Schlaefli, P.E., T.E., P.T.O.E., Steve Libring, T.E., Michael P. Thornton, P.E., Terry Renner, P.E., P.L.S., Q.S.D., Monae Pugh

WILDOMAR TRAFFIC ENGINEERING SERVICES

City of Wildomar, CA

Client Contact: Mr. Jason Farag | City Manager
Phone Number: (951) 677-7751 ext. 216
Email: jfarag@cityofwildomar.org
Project Cost: N/A
Completion Date: 2014-Present

RELEVANCE TO WEST COVINA

- *Traffic Engineering Services for Developer and CIP Projects*
- *Traffic Engineering Design*
- *Traffic Control Device Review and Design*
- *Citizen Request Analysis*

DESCRIPTION

TKE provides on-call traffic engineering services to the City for developer and capital improvement project coordination, planning and implementation. TKE routinely performs City functions related to traffic, traffic signals, timing, warrant analysis, striping, signing, geometric analysis, traffic control and other traffic engineering related services. While providing these services to the City, TKE has represented the City with other agencies at numerous meetings, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. In addition, TKE managed major infrastructure development projects.

SERVICES

Services included traffic signal design, signing and striping design, traffic control plan preparation, preparation of complete bid documents, plan check of traffic signal plans, signing and striping plans, and traffic control plans, land development review of site plans and access management, review and comment of traffic impact analyses, traffic engineering project coordination with capital improvement projects, review of citizen requests for traffic control to include traffic count analysis and collision data, recommendation of traffic control devices, prepare speed zone surveys and certification process, school zone analysis and preparation of school zone signing and striping plans.

KEY STAFF

Justin Schlaefli, P.E., T.E., P.T.O.E., Steve Libring, T.E., Michael P. Thornton, P.E., Terry Renner, P.E., P.L.S., Q.S.D., Monae Pugh

CALIMESA ON-CALL PLAN CHECKING SERVICES

City of Calimesa, CA



Client Contact: Mr. Will Kolbow | City Manager
Phone Number: (909) 795-9801
Email: wkolbow@cityofcalimesa.net
Project Cost: N/A
Completion Date: 2013-Present

RELEVANCE TO WEST COVINA

- *On-Call Development and CIP Plan Checking Contract*
- *Conditions of Approval Development*
- *Mapping Review*

DESCRIPTION

TKE provides on-call plan and map checking services to the City of Calimesa. TKE is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the City.

SERVICES

Services included development project screen checks, response to development community inquiries, accept submittals on behalf of agencies, determine project impacts, develop conditions of approval, present projects to planning commissions, prepare council agenda reports, perform plan and map checking for grading, street, storm drain, hydrology, hydraulics, landscaping, street lighting, traffic signal, SWPPP, erosion control, and WQMP plans as well as many other municipal development related services.

KEY STAFF

Michael P. Thornton, P.E., P.L.S., M.S., Terry Renner, P.E., P.L.S., Q.S.D., Ron Musser, P.L.S., Justin Schlaefli, P.E., T.E., P.T.O.E., Monae Pugh

HIGHLAND ON-CALL PLAN CHECKING SERVICES

City of Highland, CA



Client Contact: Mr. Octavio Duran | Public Works Director
Phone Number: (909) 864-6861
Email: czamano@cityofhighland.org
Project Cost: N/A
Completion Date: 2013 - Present

RELEVANCE TO WEST COVINA

- *On-Call Development and CIP Plan Checking Contract*
- *Conditions of Approval Development*
- *Mapping Review*

DESCRIPTION

TKE provides on-call plan and map checking, civil engineering and inspection services to the City of Highland for Capital Improvement project coordination, planning and implementation. TKE is assisting the City Engineer with more than $25 million in Capital Improvements Projects for the current fiscal year. TKE simultaneously prepared numerous grant applications, performed plan checking on CIP, represented the City with other agencies at various meetings, represented Engineering with the City's council and other public meetings, managed engineering budgets and project schedules, prepared and acquired right-of-way, managed funding programs, provided construction management and inspection services, as well as public relations and various related work.

SERVICES

Services included development project screen checks, response to development community inquiries, accept submittals on behalf of agencies, determine project impacts, develop conditions of approval, present projects to planning commissions, prepare council agenda reports, perform plan and map checking for grading, street, storm drain, hydrology, hydraulics, landscaping, street lighting, traffic signal, SWPPP, and erosion control plans as well as many other municipal development related services.

KEY STAFF

Michael P. Thornton, P.E., P.L.S., Terry Renner, P.E., L.S., Q.S.D., Ron Musser, L.S., Justin Schlaefli, P.E., T.E., P.T.O.E., Monae Pugh

CV SYNC – PHASE I & II

Coachella Valley Association of Governments (CVAG), City of Coachella Valley, CA



Client Contact: Eric Cowle | Program Manager
Phone Number: (760)346-1127
Email: ecowle@cvag.org
Project Cost: $109M
Completion Date: Current

RELEVANCE TO WEST COVINA

- *Public Works Construction Management Inspection Project*
- *Traffic Signal, Synchronization and Special Inspections*
- *Electrical Inspections*
- *State and Federal Grant Management*

DESCRIPTION

This project located in the Coachella Valley consists of upgrading the local agencies existing legacy (outdated) traffic signal controllers, traffic management systems, and communication systems with the latest off-the-shelf technologies in order to provide inter-agency traffic signal synchronization along three regional roadways including Highway 111, Ramon Road and Washington Street. The project improvements include advanced traffic management systems (ATMS), advanced transportation controllers (ATC), selected Intelligent Transportation System (ITS) elements, ITS sub-systems, and Ethernet/IP-based communications that will be expandable and scalable for future integration of ITS technologies and strategies, such as Integrated Corridor Management (ICM), Smart Cities, and Connected and Autonomous Vehicles. This project includes a Regional Traffic Management Center (RTMC) and local Traffic Operation Centers (TOC) that will have the capability to monitor, control of connected traffic signals, and be used as a monitoring tool for research and analysis to help determine regional system enhancements, operations, and maintenance.

SERVICES

Services included bid administration and pre-construction assistance, grant funding administration, construction management, inspection, and project closeout services.

KEY STAFF

Michael P. Thornton, P.E., P.L.S., Terry Renner, P.E., P.L.S., Q.S.D., Justin Schlaefli, P.E., T.E., P.T.O.E., Stephen Biscotti

RELEVANCE TO WEST COVINA

- *LPP State Grant Management*
- *Roundabouts Design*
- *Right-of-Way Acquisition*
- *Extensive Utility Relocations*
- *Major Arterial Reconstruction*

COUNTYLINE ROAD TRANSPORTATION CORRIDOR (LPP)

City of Calimesa, CA



Client Contact: Will Kolbow | City Manager
Phone Number: (909) 795-9801
Email: wkolbow@cityofcalimesa.net
Project Cost: $10.1 Million ($3.7 Million Grant)
Completion Date: Current

DESCRIPTION

TKE prepared and obtained a grant for the City of Calimesa through the Road Repair and Accountability Act of 2017 (SB1) Local Partnership Program (LPP). TKE is preparing street widening and roundabout improvements for the construction of the County Line Road Transportation Corridor. The Project includes four (4) single-lane and one (1) multi-lane roundabouts, together with street, pedestrian, and bicycle improvements, to improve safety and efficiency throughout the corridor. The innovative approach to implement roundabout intersection throughout the corridor provides adequate capacity and level of service to remain a two-lane street; thus, significantly reducing right-of-way and construction costs to construct a four-lane corridor.

SERVICES

Services include grant coordination and management, design, topographic survey, right-of-way engineering, environmental assistance, roadway safety analysis, preparation of exhibits, cost estimates, coordination with California Transportation Commission, construction management, inspection, and construction staking.

KEY STAFF

Michael P. Thornton, P.E., P.L.S., M.S., Terry Renner, P.E., P.L.S., Q.S.D., Ron Musser, P.L.S., Justin Schlaefli, P.E., T.E., P.T.O.E., Steven Ledbetter, P.E., Q.S.D., Octavio Parada

GRANT FUNDED PROJECT EXPERIENCE



CMAQ CV SYNC – PHASE I & II, COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG), COACHELLA VALLEY, CA

GRANT SERVICES for this CMAQ funded construction management project included:

✓ Grant Administration	✓ LAPM Form Preparation
✓ Reimbursement Assistance	



ATP JUAN BAUTISTA DE ANZA TRAIL, CITY OF MORENO VALLEY

GRANT SERVICES for this ATP funded construction management project included:

✓ Grant Administration	✓ LAPM Form Preparation
✓ Reimbursement Assistance	



HSIP GRANT JURUPA VALLEY GUARDRAIL REPLACEMENT PROJECT, JURUPA VALLEY, CA

GRANT SERVICES for this HSIP funded construction management project included:

✓ Grant Administration	✓ LAPM Form Preparation
✓ Reimbursement Assistance	✓ Fund Transfer



PNRS GRANT BOULDER AVENUE IMPROVEMENTS PROJECT, CITY OF HIGHLAND, CA

GRANT SERVICES for this PNRS funded construction management project included:

✓ Grant Administration	✓ LAPM Form Preparation
✓ Reimbursement Assistance	



LPP GRANT COUNTY LINE ROAD TRANSPORTATION CORRIDOR, CITY OF CALIMESA, CA

GRANT SERVICES for this LPP funded construction management project included:

✓ Project Analysis	✓ Reimbursement Assistance
✓ Finance Letter	✓ LAPM Form Preparation
✓ Request for Allocations	✓ Right-of-Way Certification
✓ Grant Administration	✓ Fund Transfer



SR2S GRANT SAFE ROUTES TO SCHOOL CYCLE 10 (SR2S), CITY OF HIGHLAND, CA

GRANT SERVICES for this SR2S funded construction management project included:

✓ Grant Administration	✓ LAPM Form Preparation
✓ Reimbursement Assistance	

REFERENCES

The following references have been provided so the City may verify the quality work TKE provides our clients in consistently ensuring successful project delivery.

AGENCY	CONTACT NAME	PHONE NUMBER / EMAIL ADDRESS	DATES SERVICES PROVIDED (FROM/THROUGH)
CITY OF MORENO VALLEY 14177 Frederick Street, Moreno Valley, CA 92553	Melissa Walker Public Works Director/City Engineer	(951) 413-3116 melissaw@moval.org	2012 – Present
CITY OF CALIMESA 908 Park Avenue Calimesa, CA 92320	Will Kolbow City Manager	(909) 795-9801 wkolbow@calimesa.gov	2012 – Present
CITY OF NEEDLES 817 Third Street, Needles, CA 92363	Patrick Martinez City Manager	(760) 326-2115 ext. 126 pmartinez@cityofneedles.com	2021 – Present
CITY OF WILDOMAR 23873 Clinton Keith Road Ste. 201 Wildomar, CA 92595	Jason Farag Public Works Director/City Engineer	(626) 652-3163 jfarag@wildomar.gov	2014 – Present
CITY OF FONTANA 16489 Orange Way Fontana, CA 92335	Phil Burum Deputy City Manager	(909) 350-6727 pburum@fontana.org	2000 – Present
CITY OF HIGHLAND 27215 Base Line Highland, CA 92346	Octavio Duran Public Works Director/City Engineer	(909) 864-8732 oduran@cityofhighland.org	2014 – Present

SECTION 8 | FIRM AND PERSONNEL QUALIFICATIONS

COMPANY HISTORY

TKE Engineering, Inc. (TKE) was established in 2000, and in the last 26 years has developed into one of Southern California's premier full-service consulting engineering firms, which includes providing city engineering, planning, design, construction management, support and inspection services for all types of public works and city development related projects. TKE was established with the goal of providing turnkey service for municipal agencies in order to benefit our community. As a result of the focus of a firm on this mission, TKE has earned a reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of services. We are a highly motivated, dynamic firm with the goal of being the preferred consultant for all of our clients.

TKE has grown continuously since 2000 and currently employs 70 engineers, traffic engineers, project/construction managers, plan checkers, surveyors, inspectors, traffic specialists, AutoCAD operators, engineering aids and administrative support staff. TKE maintains state of the art engineering resources that ensure complete compatibility with our client's resources including computer software compatibility, plan checking software, filing protocol, communications protocol, and survey data.

We are sure that the successful results of our past performance in the delivery of projects, along with our firm's proven ability to utilize our experience for a complete and well-engineered project, will provide a valuable resource to the City.

QUALIFICATIONS

TKE routinely assists cities with city engineering, development services, and planning, design and implementation of their capital improvement programs for street widening and beautification, pavement rehabilitation, roundabouts, traffic signals, traffic signal synchronization, pedestrian enhancements, pedestrian pathways, bicycle lanes, water and sewer systems, storm drains, and flood control/retention basins.

TKE has provided numerous municipalities and agencies throughout Southern California with consulting city engineering, staff augmentation, design, surveying, plan checking, inspection, construction management and grant management services for every facet of Public Works. TKE serves municipal agencies the following services on a routine basis:

CITY ENGINEERING

TKE's Consulting City Engineering services include, but are not limited to:

- Staff Engineering Assistance including Technical Assistance
- Regulatory (local, state, and federal) Compliance Verification
- City Interests Protection
- Manage the Public and Private Developers related Engineering Functions
- Attend, as Requested, Council, Commission, and Committee Meetings
- Manage Other Contract Engineering Services
- Maintain Accurate Engineering Records and Maps for Staff and Public Access
- Prepare Engineering Reports, Studies, and Evaluations as needed
- Perform Other Engineering Functions as Required
- Manage Project Financing
- Verify Compliance with City Engineering Ordinances, Specifications, and Requirements
- Provide Engineering Investigation Services for Public Complaints and Conditions
- Assist City Clerk with Engineering Records Management and Respond to Public Records Requests
- Assist with Capital Improvement Program Development
- Coordinate Public Meetings related to Engineering Matters
- Prepare Requests for Proposals and Manage Consultant Selection Process
- Verify National Pollution Discharge Elimination System (NPDES) and PM-10 Compliance
- Provide Office Hours at the City for Counter Services (e.g. permitting) and Inter-Department Coordination

DEVELOPMENT SERVICES

As discussed previously, TKE has extensive experience with public side development services processing. TKE will provide:

- Project screen checks
- Respond to development inquiries
- Accept project submittals
- Review submittals for completeness
- Perform administrative reviews
- Determine project impacts
- Determine project impact fees
- Develop project conditions of approval
- Assist planning in preparation for Planning Commission consideration
- Review environmental documents
- Prepare Council agenda reports
- Review plan and maps for regulatory compliance
- Issue permits
- Collect impact fees and plan check deposits
- Review cost estimates for required bonding
- Prepare development agreements
- Oversee inspection of construction
- Review grading certifications
- Review as-built plans
- Assist with other development related issues

CIVIL ENGINEERING

TKE regularly provides design services on a wide variety of public works improvement projects. TKE's Civil Engineering projects have included:

- Pavement Rehabilitation
- Pavement Management Systems
- Local Streets and Road Design
- Street Widening
- Storm Drainage Infrastructure Planning and Design
- Retention / Detention Basins
- Parking Lots
- Storm Drain and Channels
- Floodplain Analysis and Mapping
- Traffic Signal Design
- Traffic Studies and Warrant Analysis
- Traffic Impact Studies
- Parks
- Public Facilities
- Grading Studies, Design and Earthwork Analysis
- Capital Improvement Programs (CIPs)
- Neighborhood Improvement Preservation
- Hydrologic Studies / Hydraulic Design
- Storm Water Pollution Prevention Plans (SWPPP)
- Sediment and Erosion Control Facilities
- Hydromodification Studies / Water Quality Management Plans (WQMPs)

TRAFFIC ENGINEERING

TKE proudly serves the following services related to traffic engineering projects:

TRANSPORTATION ENGINEERING

- Planning Studies
- Review Traffic Impact Studies
- Grant Funding Applications
- Signing and Striping Plan Review and Preparation
- Development Review
- Prepare Project Conditions of Approval
- Traffic Control Plan Review and Preparation
- Other Services as Requested

ROADWAY/HIGHWAY ENGINEERING

- Roundabout Design
- Drainage Analysis and Hydrology Reports
- Environmental Studies and Reports
- Quantity and Cost Estimates
- Roadway/Highway Engineering Plans and Specifications
- Erosion Control and WQMP Plans
- Right-of-Way Maps and Documents
- Agreements
- Land surveys
- Public Outreach
- Other Services as Requested

TRAFFIC ENGINEERING

- Traffic Signal Timing and Synchronization
- Traffic Engineering Design
- Sign and Striping Plan Design
- Traffic Control
- Signal and Stop
- Warrant Analysis
- Intersection Analysis

- Traffic Count Data
- Traffic Studies
- Speed Zones
- Other Services as Requested

PLAN CHECKING

TKE has provided numerous municipalities and agencies throughout Southern California with consulting services and staffing for every facet of Public Works including the City for the past 26 years. In addition, we have worked on multi-million-dollar regional mega projects for a variety of government agencies. TKE recognizes the importance of staffing based on a client's need and workload. Our flexible support and qualified staff enable our clients to serve their community in a cost effective and efficient manner.

TKE provides experienced, highly qualified staff with significant technical expertise and strong public relations skills for plan checking. TKE is fully capable of providing staff on a full-time, part-time, on-call or interim basis plan checker. Please refer to our project team presented below together with our corporate resumes to verify our team's technical ability to deliver these services.

TKE provides similar services to those requested here for a number of different agencies. TKE understands that City's capital improvement standards were developed to meet the needs of that particular community. TKE has developed a thorough understanding of these standards together with the needs of the community. For each project that TKE is assigned, TKE will verify compliance with City standards. Furthermore, with our extensive experience, TKE will be able to recommend improvements to these standards to ensure expedited project delivery and enhanced public infrastructure.

SURVEYING, MAPPING, AND RIGHT-OF-WAY ENGINEERING

TKE provides Land Analysis services: Our Surveying and Mapping experts provide these services:

- Transportation Improvements
- Land and Real Estate Evaluations
- Grade Separations
- Street Widening
- Construction Layout/Staking
- Right-Of-Way Engineering
- Boundary Surveys
- Construction Surveys
- Design Surveys
- Legal Description Surveys
- Aerial Mapping
- A.L.T.A. Surveys
- Topographic Surveys
- Control Surveys
- Easement Surveys

GRANT WRITING/FUNDS MANAGEMENT

TKE's Grant Funds Management team enables our municipal and agency partners of any size to find potential funding sources and to prepare competitive funding applications. Additionally, after funds are awarded to a partner, TKE ensures compliance with state and federal funding requirements. In the past few years, TKE has obtained nearly $100 million dollars in funding for our public works water and transportation improvements and has provided grant management assistance on design/construction projects for more than $300 million of design/construction projects.

Our grant services are enhanced by integration with engineering services to facilitate and integrate project design. This expedites project start up and completion and ensures compliance with funding requirements.

TKE has assisted clients secure funding from the following programs:

- SRTS and SR2S (Safe Routes to Schools)
- Federal Transportation Funding thru Caltrans Local Assistance
- State Proposition 1E and 84 Flood Management Funding
- Community Development Block Grant (CDBG) Funding
- Active Transportation Program (ATP) Funding
- Highway Safety Improvements Program (HSIP) Funding
- Safe, Accountable, Flexible, Efficient Transportation Act: A legacy for users (SAFE TEA-LU)
- Mobile source Air Pollution Reduction Review Committee (MSRC)
- Local Partnership Program (LPP)

- American Recovery and Reinvestment Act (ARRA),
- American Rescue and Protection Act (ARPA)
- Economic Development Agency (EDA)
- California Department of Parks and Recreation
- State Water Resources Control Board - State Revolving Fund (SRF) Program
- Department of Water Resources – Proposition 40 Grant Program
- Department of Water Resources - Infrastructure Rehabilitation Grant

PROJECT / PROGRAM MANAGEMENT

TKE has managed publicly funded design projects throughout our history. The breadth of experience and technical skill of our staff enable us to manage a wide variety of projects, ranging from major infrastructure to the restoration and rehabilitation of significant historical structures. We ensure that all work is completed in accordance with funding contract specifications, terms, conditions, state and federal laws and regulations, and client policy. Our management portfolio includes:

- Pavement Rehabilitation Projects
- Street Widening Projects
- Traffic Signal and Striping Projects
- Facilities
- Utilities
- Signing and Striping
- Major Infrastructure Projects
- Reconstruction and Rehabilitation

INSPECTION

TKE provides experienced, highly qualified staff with significant technical expertise and strong public relations skills for inspection services. All of TKE's inspectors have a background within design and construction, enabling TKE to provide well rounded inspectors capable of understanding the requirements to construct a project and who are capable of identifying potential change orders and design deficiencies before they occur. TKE is fully capable of providing staff on a full-time, part-time, on-call or interim project basis. Please refer to our project team, together with our corporate resumes to verify our team's technical ability to deliver these services.

Our inspection portfolio includes:

- Daily review and documentation of construction activities (daily reports and digital photo of significant issues and milestones)
- Monitor Contractor's daily labor force for compliance with state & federal labor laws.
- Field verification of traffic control procedures and consistency with approved Traffic Control Plan
- Coordinate with agencies and different stakeholders to ensure smooth progress of construction activities
- Monitor project schedule
- Verify quantities and assuring quality control
- Field observations of construction activities
- Maintain complete and accurate project records compliant with Caltrans manual
- Review and recommend approval/disapproval of monthly progress pay estimates
- Verify NPDES and SWPPP compliance
- Prepare weekly statement of working days
- Review RFI's, change orders and progress payments
- Coordinate punch list and as-built plans
- Ensure that materials and completed work comply with plans specifications and design criteria
- Implement security procedures
- Issue notices for safety concerns and violations
- Coordinate with survey, material testing and other construction consultants
- Review and ensure compliance with control documents, submittals, RFI's, change orders, and work change directives
- Compliance with Caltrans encroachment permit requirements, if required
- Preparation of punch list
- Coordinate project closeouts activities which include staff report, Notice of Completion, release of retention, warranty walk, and archiving documents.

CONSTRUCTION MANAGEMENT

TKE has managed publicly funded construction projects throughout our history. The breadth of experience and technical skill of our staff enable us to manage a wide variety of projects, ranging from major infrastructure to

the restoration and rehabilitation of significant historical structures. TKE has routinely performed administration of the contract (general contract administration and oversight of project), provided Resident Engineering services pursuant to Caltrans/Federal requirements, constructability reviews on project documents, managed preconstruction and weekly progress meetings, coordinated with contractors, including multiple contractors simultaneously, coordinated with design engineers for design changes and corrections, coordinated with the project inspector, reviewed and responded to RFI's, reviewed weekly statement of working days, reviewed quantities for monthly progress payments, reviewed extra work tickets and assessed them for justification within the contract requirements, process control documents, submittals, change orders, and work change directives, prepared and performed contract change orders and negotiations, coordinated with residents and businesses throughout construction process, performed public outreach, represented City's with other agencies at numerous meetings, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, documented environmental compliance, prepared and acquired right-of-way, coordinated utility relocations, acquired and managed permits from numerous agencies, including Caltrans, South Coast AQMD, BNSF, UP, Riverside County Flood Control & Water Conservation District, U.S Army Corps of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board and many others, managed numerous funding programs through Caltrans Local Assistance and various other State and Federal funding agencies.

TKE has extensive experience with providing construction management services on all types of public works projects. We are extremely familiar with the Greenbook, requirements of plans and specifications, and California public contract code in relation to construction projects and various related work. We ensure that all work is completed in accordance with funding contract specifications, terms, conditions, state and federal laws and regulations, and client policy. Our construction management portfolio includes:

- Street Widening Projects
- Sidewalk Repair and ADA Compliance Projects
- Conventional and Rubberized Pavement Rehabilitation Projects
- Conventional and Rubberized Pavement Coating Project
- PCC Paving Projects
- Traffic Signal and Striping Projects
- Signing and Striping
- Bus Transfer Stations
- Parking Lot Projects
- Parks and Other Public Facilities
- Grading and Retaining Walls
- Storm Drains and Channels
- Retention and Detention Basins
- Site Improvement Projects
- Major Infrastructure Projects
- Reconstruction and Rehabilitation

TKE's construction management services are enhanced by integration with our knowledge and background of civil engineering, traffic engineering and surveying to facilitate and ensure all construction projects managed by TKE will operate safely and efficiently.

COMMUNITY OUTREACH / PUBLIC RELATIONS

Depending on the City's needs, TKE's strategies are designed to reach, inform and involve constituents and stakeholders of planning proposals, projects and programs. If requested, we can provide opportunities for interested parties to comments, enabling actionable analysis of feedback received. TKE's outreach methods result in building greater consensus and public buy-in. Services include the design, planning and execution of:

- Marketing campaigns
- Public information meetings/Groundbreaking ceremonies
- Project branding
- Project website design and construction
- Bilingual project collateral materials (brochures, presentation boards, etc.)
- Graphic design

GOAL ACCOMPLISHMENT

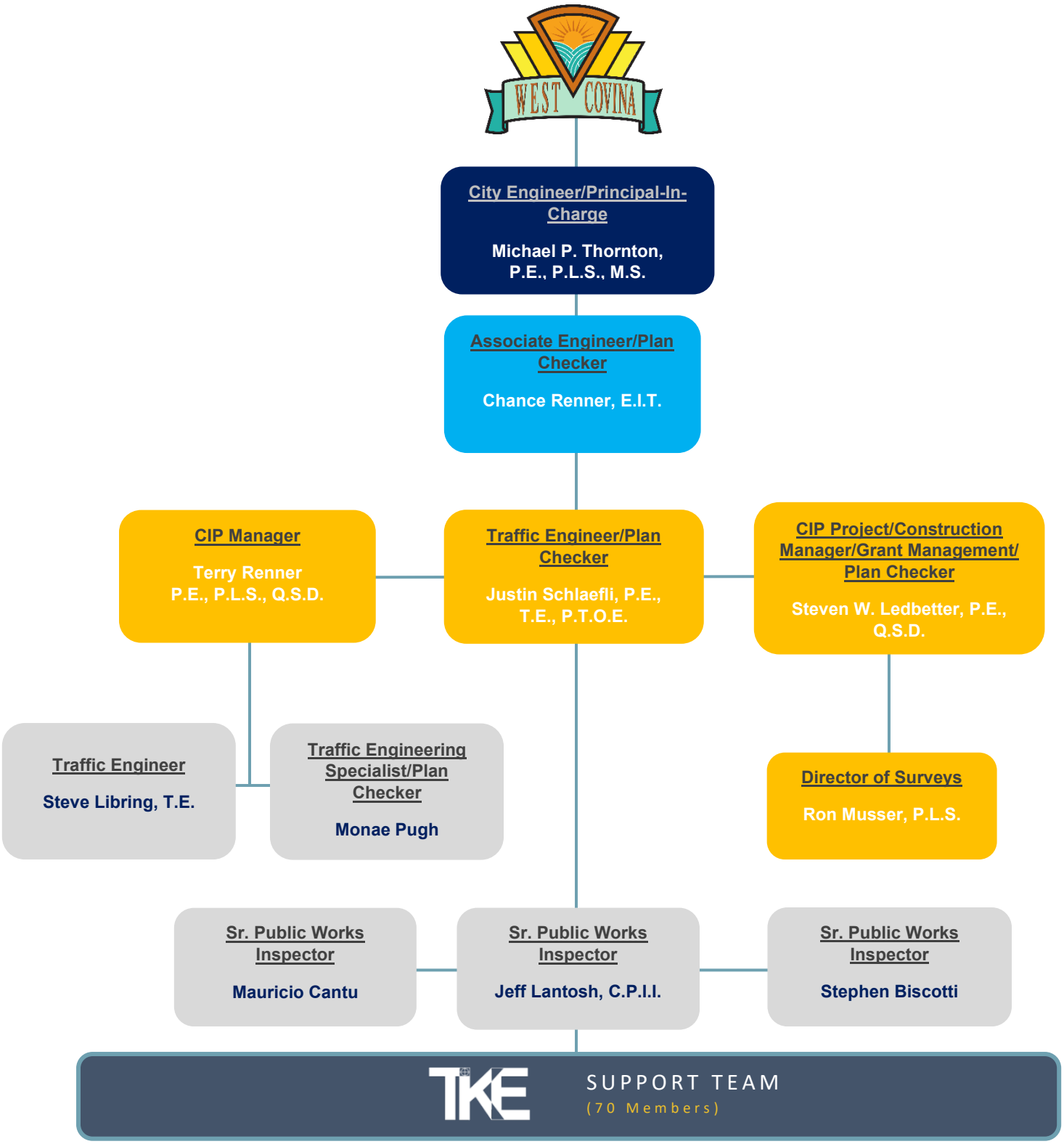
The TKE Team is eager and prepared to support the City in accomplishing its goals. Our team specializes in developing processes and procedures based on professional expertise and lessons learned, which we

implement on all of our projects to ensure successful delivery on schedule and within budget.

For all projects, the most important aspect of management will be to ensure that the City's interest is protected to the maximum extent possible. TKE will ensure that public funds are used for the benefit of the community.

For all projects, project requirements, impact mitigation, City interests, project schedule and budget will be assessed and presented to the City's management staff. Upon receipt of direction from City administration, TKE will be responsible to verify that projects are completed in compliance with City directed project requirements.

ORGANIZATIONAL CHART



KEY PERSONNEL

TKE has assembled an elite team of professionals to partner with the City to provide municipal engineering services, traffic engineering services, grant writing/application and administration services, project management services, engineering support, permit administration, and plan check services. TKE's management team came together out of the collective belief of long-time practitioners that there needed to be, in the civil engineering and land surveying consultant's marketplace, a company that brought modern management techniques and new ways of thinking to the business of consulting services for engineering projects. Our management team is 100% accountable and responsible for TKE's work product and actively seeks feedback and suggestions on our services. Michael Thornton, P.E., P.L.S., M.S., President, will serve as TKE's liaison to the City. He will be responsible for all services provided by TKE.

Each member of our team is discussed in the following paragraphs:



Michael P. Thornton, P.E., P.L.S., M.S.

City Engineer

R.C.E. No. 44226
P.L.S. No. 6867

Mr. Thornton, TKE's President, is in charge of all TKE projects. He has over 40 years of experience in engineering planning, design, land surveying and construction management for public works projects. He has served and continues to serve several cities as its engineer and worked on a variety of public works engineering projects including sewer improvements, street improvements, park improvements, bike trail improvements, drainage improvements, and reclaimed water system improvements projects. Mr. Thornton is responsible for managing including funding administration, planning, evaluating, and designing these projects and has provided construction engineering and surveying services for many of these same projects.

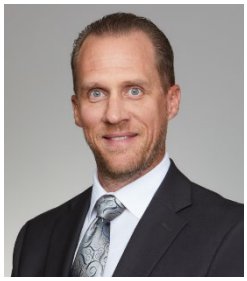


Chance Renner, E.I.T.

Associate Engineer/Plan Checker

E.I.T. No. 179608

Mr. Renner has over 9 years of experience working for TKE Engineering. He has experience in civil engineering design and construction of infrastructure projects, including sewer and water improvements, drainage improvements, transportation improvements, facilities improvements, and construction methods. Mr. Renner has been responsible for assistance with design of water and sewer plan/profile, lift stations, treatment plant facilities, street improvement plans, preliminary design exhibits, technical specification preparation, and cost estimates. Mr. Renner has also assisted with the preparation of legal descriptions and plat maps for right-of-way acquisition and easements. He currently provides on-site staff augmentation services for the City of Wildomar, supporting the City with engineering and capital improvement program activities. He has delivered projects for Mission Springs Water District, Rubidoux Community Services District and the Cities of Wildomar, Glendora, Adelanto, Chino, Fontana, Hesperia, Highland, Needles, Palm Desert, Menifee, El Monte, and Rialto.



Terry Renner, P.E., P.L.S., Q.S.D.

CIP Manager

R.C.E. No. 69984
P.L.S. No. 9762
Q.S.D. Certification No. 24329

Mr. Renner is the Senior Vice President of TKE and has over 25 years of experience in civil engineering design, plan checking, project management and construction management of both development and public works infrastructure projects, including grading improvements, street and transportation improvements, traffic engineering, drainage improvements, water improvements, sewer improvements, facilities improvements and recreation improvements.

He currently provides traffic and transportation engineering services to the cities of Fontana, Calimesa,

Upland, Wildomar, Highland, and Adelanto. His experience includes services during pre-project planning, design, plan review, construction management and inspection, along with operations and maintenance. He also has experience conducting traffic studies, specialized access analysis, parking studies, signal operations, signal timing, and traffic control. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards.



Steven Ledbetter, P.E., Q.S.D.

CIP Project/Construction Manager/Grant Management/Plan Checker

R.C.E. No. 84044

Q.S.D. Certification No. 28967

Mr. Ledbetter has over 24 years of professional experience in the civil engineering industry. He has handled various critical and challenging projects from planning through design and implementation; all while ensuring that projects are executed in accordance with the contract documents, in the stipulated time, with quality. He has a well-rounded background with experience in: preparation and analysis of street and utility improvement plans and specifications including potable and non-potable water, wastewater, and drainage; utility master planning including projections, modeling, analysis, and report preparation; water resource planning and management including feasibility studies, urban water management planning, water supply assessments and verifications, integrated regional water management planning, and groundwater management planning; construction management of public works projects with an emphasis on water and wastewater facilities and conveyance systems; storm water compliance including water quality management plans and storm water pollution prevention plans; and grant writing and administration for various State and Federal agency programs.



Justin Schlaefli, P.E., T.E., P.T.O.E.

Traffic Engineer/Plan Checker

R.C.E. No. 74670

T.E. No. 2564

Mr. Schlaefli has 24 years of experience in the transportation field. He is responsible for managing projects on a day-to-day basis as well as interfacing with other project team members and decision makers/ government staff and Contractors. He specializes in Intelligent Transportation Systems, Transportation Planning, Construction, Traffic Engineering and Traffic Operations. He has experience working on both public sector projects as well as private sector development. His experience ranges from construction management and inspection to operations and maintenance. He also has experience conducting traffic studies, specialized access analysis, parking studies, trip generation studies, traffic micro-simulation, signal operations, signal timing, traffic control and design/build of ITS solutions. In addition, Mr. Schlaefli has served as a subject matter expert in court, for the State of California and for vendors in the transportation industry. He is also a proud alumnus of San Diego State University where he has been a guest lecturer and has taught Transportation Engineering, helping to mentor the next generation in his field.



Ron Musser, P.L.S.

Director of Surveys

P.L.S. No. 4230

Mr. Musser has over 50 years of experience in performing field and office surveying and plan checking services for public and private projects including roadway and highway projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects and map checking. In addition, he has prepared records of survey, parcel maps and tract maps in numerous counties including Los Angeles County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys. Mr. Musser currently

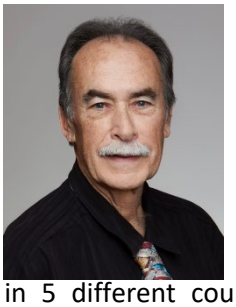
provides map checking services to the cities of Calimesa, Palm Desert, Fontana, Azusa, Pico Rivera and El Monte.



Monae Pugh

Traffic Engineering Specialist/
Plan Checker

Ms. Pugh has over 38 years of Municipal and Public Agency engineering experience with a wide range of responsibilities and projects emphasizing the discipline of Transportation and Traffic Engineering. Her most recent experience includes management of both Land Development and Traffic Engineering Departments for the City of Fontana. Prior experience includes over 16 years in the County of Riverside Traffic Engineering Department. Ms. Pugh has actively pursued continuing education throughout her career through U.C. Berkley extension courses offered by the Institute of Transportation Studies and couples this with functional engineering experience. She is a Certified Grant Writer through Cal State San Bernardino Certification Program and has secured multiple Transportation grants for a wide variety of infrastructure projects.

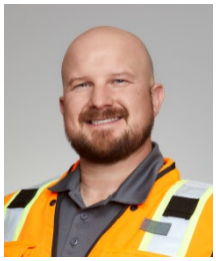


Steve Libring, T.E.

Traffic Engineer

T.E. No. 1801

Mr. Libring has over 50 years of experience providing traffic engineering services. Steve has worked full and part time for 17 cities in 5 different counties, exposing him to a variety of complex traffic problems and situations. Mr. Libring recent experience as the City Traffic Engineer for the City of Riverside, he was responsible for supervising 34 staff members and all of the day-to-day operations. Mr. Libring led The Riverside Traffic Division as it was split into four major programs: Traffic Engineering and Design, Signal Maintenance, Parking Services, and the Red-Light Enforcement Program. While at this city, he oversaw the preparation of all budgets, applied for grants, responded to litigation and testified in court. He reviewed traffic studies and prepared mitigation measures or conditions of approval. He also reviewed and signed all in-house signals designs, as well as any striping, signing and detour plans. He regularly corresponded with Council Members, City Manager and other Departments to coordinate the implementation of neighborhood traffic solutions. He staffed two different Commissions – the Downtown Parking Committee, and the Parking, Traffic and Streets Commission, as well as designed and implemented the Riverside Traffic Management Center (TMC) which oversees all signal coordination. Through the use of CCTV cameras, Steve and his staff were able to make adjustments to traffic as incidents and congestion occurred.



Jeff Lantosh, C.P.I.I.

Senior Public Works Inspector

Mr. Lantosh has over 14 years of inspection experience providing public works inspection services to a variety of municipalities throughout Southern California. Mr. Lantosh's background in public works inspection and oversight provide him with an extensive knowledge of ASTM specifications and OSHA standards. Additionally, Mr. Lantosh has provided coordination with other project professional services including geotechnical and survey. Mr. Lantosh has worked as a public works inspector for inspection of capital improvement and developer installed improvements relating to the construction of streets, drainage, traffic signals, parks and housing tract improvements. Mr. Lantosh has prepared daily inspection reports, developed construction photo logs, assisted with progress and final payment processing, assisted with change order negotiations, verified compliance with contract documents and approved project submittals, verified public safety compliance, and developed remedial work lists. He also has experience performing special inspections work and has earned numerous certifications that strengthen his qualifications to perform work on specialized projects.



Stephen Biscotti

Senior Construction Inspector

Mr. Biscotti has over 14 years of inspection experience, and has been providing Public Works Construction Inspection services for the last seven years. Mr. Biscotti has worked as a Public Works Inspector for inspection of capital improvement and developer installed improvements relating to the construction streets, drainage, utilities, parks and development improvements. He is currently working as a Senior Public Works Inspector on the CV-Sync Project for CVAG. Mr. Biscotti has extensive knowledge of industry public works and Caltrans construction practices, and has demonstrated experience reading and interpreting plans and specifications. He will support the TKE Team in ensuring the required deliverables are presented to the City on schedule.



Mauricio Cantu

Senior Construction Inspector

Mr. Cantu is a results-driven construction professional with extensive experience in the management and inspection of diverse public works projects. His portfolio includes street improvements, traffic signal installations, wastewater and water system improvements, private developments, specialized projects such as park improvements, zoo exhibits and stormwater treatment facilities. Managing up to $16 million in concurrent projects, Mr. Cantu consistently demonstrates strong decision-making and effective coordination with owners, architects, engineers, contractors, and stakeholders to minimize delays and change orders, and keep all parties informed on construction progress.

DEPTH OF RESOURCES

TKE's professional team is supported by 70 Design and Construction Management support staff, Plan Check Staff, including 18 Inspector's, as well as Administrative Support personnel. An organizational chart for the entire team is presented earlier in this proposal, and resumes for key personnel have been provided. Upon the City's request, TKE can furnish additional resumes for any support staff needed to accomplish the work under this contract.

RESUMES



MICHAEL P. THORNTON, P.E., P.L.S., M.S.

City Engineer

TKE Engineering, Inc.

EDUCATION

M.S., Civil Engineering, California State University, Long Beach

B.S, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

P.E. License No. 44226 (CA)

P.L.S. License No. 6867 (CA)

AFFILIATIONS

American Society of Civil Engineers

American Water Works Association

California Rural Water Association

American Public Works Association

American Council of Engineering Companies

Mr. Thornton, TKE's President, is in charge of all TKE projects. He has over 39 years of experience in engineering planning, design, land surveying and construction management for public works projects. He has worked on a variety of public works engineering projects including sewer improvements, street improvements, park improvements, bike trail improvements, drainage improvements, and reclaimed water system improvements projects. Mr. Thornton is responsible for managing including funding administration, planning, evaluating, and designing these projects and has provided construction engineering and surveying services for many of these same projects.

DETAILED PROJECT EXPERIENCE

- **City Engineering Services**, *City of Calimesa* – Mr. Thornton provides on-call civil engineering services to the City, including City Engineer. He managed more than $10 million in public improvements. While providing these services to the City, Mr. Thornton represented the City with other agencies at numerous meetings including RCTC and WRCOG, represents engineering with the City's council and other public meetings, manages engineering budgets and project schedules, retains other consultants to prepare improvement design projects, manages funding programs, and various related work. In addition, Mr. Thornton manages major development projects.
- **City Engineering Services**, *City of El Monte* – Mr. Thornton provided on-call City Engineering services to the City. While providing these services to the City, Mr. Thornton represented the City with other agencies at numerous meetings, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. He managed more than $20 million of public improvements. Mr. Thornton was responsible to train staff to manage the engineering department and Capital Improvement Program.
- **City Engineering Services**, *City of Wildomar* – Mr. Thornton provided on-call Engineering services to the City. While providing these services to the City, Mr. Thornton represented the City with other agencies at numerous meetings, managed engineering budgets and project schedules, and various related work. He managed high profile projects including Walmart Development.
- **Calimesa Creek Storm Drainage Improvements,** *City of Calimesa* – Mr. Thornton is serving as the Principal in Charge for the Calimesa Creek Storm Drainage Improvements Project, located in the City of Calimesa along County Line Road between the Interstate 10 Freeway and 5th Street. The proposed project is planned to provide bank stabilization and storm water management improvements along a 0.6-mile portion of the Calimesa Creek to mitigate erosion and flooding of the earthen channel with undersized street culvert crossings and severely eroded

side slopes with near vertical walls. The project will provide 100-year storm protection as well as other important benefits including groundwater recharge of storm water, environmental restoration and enhancement, recreational trails and increased protection to existing developments. The project will include environmental assessment and processing, preliminary engineering and project scoping, design, right-of-way acquisition, EPA funding coordination and management and additional drainage system improvements.

- **I-10 Cherry Valley Interchange Improvements,** *City of Calimesa* – Mr. Thornton is serving as the Principal in Charge for the Cherry Valley Interchange Improvements Project, located in the City of Calimesa along Interstate 10. The proposed project is planned to include intersection roundabouts at the on/off ramps to achieve significant construction cost savings and to facilitate Caltrans streamline approvals. The project also includes the ultimate realignment of the Cherry Valley Bridge Overpass to improve line of sight limitations with the existing interchange. The project will include environmental assessment and processing, preliminary engineering and project scoping, design phasing to accommodate Caltrans streamline requirements, right-of-way acquisition, TEAMAC funding coordination and management and additional street and drainage system improvements.
- **A-04 Drainage Corridor Project,** *City of Hesperia* – Mr. Thornton served as the project manager. TKE provided investigation and acquired grant funding, planning, design, topographic survey, hydrology, and hydraulic analysis, bidding services, construction administration, State and Federal funding coordination services for the City of Hesperia. The A-04 Drainage Corridor project is located in the southwesterly portions of the City of Hesperia. The A-04 drainage corridor is the City's largest drainage tributary containing more than 4,380 acres and conveys flows in excess 5,000cfs. The project includes construction of three proposed flood control basins totaling over 1,000 feet of storage and more than 17,000 linear feet of various size storm drain pipe and box culverts, together with inlet and outlet facilities. During moderate and larger storm events, flooding and sediment accumulation occurs along the entire drainage corridor downstream of the proposed project; in particular, on Main Street, one of the highest volume streets in the city. The project will enhance quality, reduce the region's dependence on imported water supplies, and simulate economic development.



CHANCE RENNER, E.I.T.

Associate Engineer

TKE Engineering, Inc.

EDUCATION

B.S, Civil Engineering, California State Polytechnic University, Pomona

CERTIFICATIONS

E.I.T. No. 179608

Mr. Renner has over 9 years of experience working for TKE Engineering. He has experience in civil engineering design and construction of infrastructure projects, including sewer and water improvements, drainage improvements, transportation improvements, facilities improvements, and construction methods. Mr. Renner has been responsible for assistance with design of water and sewer plan/profile, lift stations, treatment plant facilities, street improvement plans, preliminary design exhibits, technical specification preparation, and cost estimates. Mr. Renner has also assisted with the preparation of legal descriptions and plat maps for right-of-way acquisition and easements. He has delivered projects for Mission Springs Water District, Rubidoux Community Services District and the Cities of Glendora, Adelanto, Chino, Fontana, Hesperia, Highland, Needles, Palm Desert, Menifee, El Monte, and Rialto.

DETAILED PROJECT EXPERIENCE

- **Land Development Staff Augmentation** *City of Wildomar* - TKE provides on-call project management services to the city. TKE is providing plan checking services for several small and large tract developments, single family residential units and commercial retail centers within the city. Mr. Renner is also providing on-site staff augmentation. While providing these services to the City, Mr. Renner represents the City with other agencies and developers at numerous meetings, managed engineering project schedules, and various related work. He managed more than $20 million of public improvements.
- **Palomar/Clinton Keith Sidewalk, Trail, and Bike Lane Connectivity Project,** *City of Wildomar* - Mr. Renner served as the Assistant Engineer for this project. The Palomar/Clinton Keith Connectivity Project was a grant funded project located along Palomar Street from Clinton Keith Road to Meadow Ridge Lane and along Clinton Keith Road from Renaissance Plaza to Hidden Springs Road in the City of Wildomar. The project included approximately one mile of sidewalk connectivity, ultimate street widening, storm drain, striping, and private property restoration that required full depth removal and placement of AC pavement; removal and reconstruction of concrete curbs and gutters, ADA ramps, cross-gutters, sidewalks; construction of concrete sidewalks, curbs and gutters, cross-gutters, ADA ramps, and driveway approaches; construction of CMU retaining wall and significant regrading along hillsides; construction of a multipurpose DG Trail; construction of catch basins, rock bioswales, headwalls, and storm drains; installation of a new pedestrian push button system and curb ramp at the intersection of Clinton Keith Road and Renaissance Plaza; relocation of miscellaneous utilities; raising of various utility manholes/valves and installation of traffic signing, striping and loop detectors. Mr. Renner prepared the survey and base files using AutoCAD, assisted with the design on the street improvements, as well as preparation of final plans, specifications, and engineer's cost estimate for the project.

- **Zone 3 Improvement Project,** *City of El Monte* - Mr. Renner served as an Assistant Construction Manager for this project. The City of El Monte required treatments to the set of streets in zone three to increase the pavement quality to the full width of the street. The project included ADA improvements to curb ramps and sidewalk, as well as full depth removal and replacement, grind and overlay, and slurry seal of AC pavement in various areas among the City of El Monte. Mr. Renner oversaw construction coordination meetings with the contractor and stakeholders community outreach in multi-language, responding to inquiries and concerns through the duration of the project, tracking and processing requests for information, reviewing materials submittals; conducting of material/geotechnical testing; schedule tracking; reviewing and recommending approval of contractor payment requests; reviewing, negotiating, and recommending approval of contract change orders; coordinating with utilities and other agencies; assuring contractor labor compliance; and virtual records management with Orange Vest for the project.



TERRY RENNER
P.E., P.L.S., Q.S.D.

CIP Manager

TKE Engineering, Inc.

EDUCATION

B.S, Civil Engineering, California State Polytechnic University, Pomona

CERTIFICATIONS

Caltrans SWPPP Certified QSP/QSD Training

REGISTRATIONS

P.E. License No. 69984 (CA)

P.L.S. License No. 9762 (CA)

Qualified SWPPP Developer and Practitioner No. 24329

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers

American Public Works Association

American Council of Engineering Companies of California

Mr. Renner is the Senior Vice President of TKE and has 24 years of experience in design and civil engineering infrastructure projects, including transportation improvements, drainage improvements, sewer and water improvements, facilities improvements and recreation improvements. He will serve as the project manager for all services provided. He has managed numerous projects and has delivered projects for the cities of Highland, Fontana, Hesperia, Yucaipa, Wildomar, Rialto, Moreno Valley, Lake Elsinore, Calimesa, Upland, Riverside, Redlands, Corona, El Monte and South El Monte. As a project manager, Mr. Renner has been responsible for staff augmentation oversight, design production, supervising a staff of engineers and drafters, coordinating work between the production team and the client, and for submitting all deliverables in a timely manner. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards. Mr. Renner has managed numerous State and Federally funded projects with outside funding sources requiring funding compliance processing through Caltrans Local Assistance and other regional transportation and water resource agencies.

DETAILED PROJECT EXPERIENCE

- **LPP County Line Road Project**, *City of Yucaipa/Calimesa* – Mr. Renner was the project manager for design of the SB1 Local Partnership Program project. This project consists of the preparation of full construction documents including environmental compliance documents, right-of-way acquisition, utility relocations, plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of four roundabouts, street widening, bicycle lanes, curb and gutter, sidewalk, crosswalks, ADA curb ramps, storm drain, and signing and striping along County Line Road from 4th Street to Bryant Street.
- **5th Street Corridor Improvements Project** *City of Highland* – The 5th Street Corridor Improvements Project is located on 5th Street from Victoria Avenue to Palm Avenue in the City of Highland. The project includes construction of approximately one mile of pavement rehabilitation, removal and reconstruction of concrete sidewalks, curbs and gutters, cross-gutters, ADA ramps, bus pads and driveway approaches, construction of catch basins and storm drains, installation of a new traffic signal system at the intersection of 5th Street and Central Avenue, relocation of miscellaneous utilities, raising of various utility manholes/valves and installation of traffic signing, striping and loop detectors. Services include value engineering, striping and signal redesign, utility relocation and coordination, construction management, inspection, construction staking and coordination with property owners.
- **2nd Street Safe Routes to School,** *City of Calimesa/Yucaipa* – Mr. Renner is providing Construction Administration services for the City of Calimesa for the SR2S funded pedestrian path of travel enhancements

to provide safer walking paths along 2nd Street between Avenue "L" and Avenue "H" and along Avenue "L" between 2nd Street and 3rd Street. The project includes construction of proposed curb, gutter and sidewalk improvements for increased pedestrian safety. The project includes approximately 1 mile of street improvements together with structural bridge widening over existing drainage channel, right-of-entry acquisition, public outreach and coordination, utility relocation and roundabout construction at the intersection of County Line Road and 2nd Street. Mr. Renner is responsible for grant management with the Caltrans Local Assistance, project management, bidding services, permitting, construction administration and utility coordination.

- **CV Sync Traffic Signal Synchronization,** *City of Palm Desert* – Mr. Renner serves as Construction Manager. This project located in the Coachella Valley consists of upgrading the local agencies existing legacy (outdated) traffic signal controllers, traffic management systems, and communication systems with the latest off-the-shelf technologies in order to provide inter-agency traffic synchronization along three regional roadways including Highway 111, Ramon Road and Washington Street. The project improvements include advanced traffic management systems (ATMS), advanced transportation controllers (ATC), selected Intelligent Transportation System (ITS) elements, ITS sub-systems, and Ethernet/IP-based communications that will be expandable and scalable for future integration of ITS technologies and strategies, such as Integrated Corridor Management (ICM), Smart Cities, and Connected and Autonomous Vehicles. This project includes a Regional Traffic Management Center (RTMC) and local Traffic Operation Centers (TOC) that will have the capability to monitor, control of connected traffic signals, and be used as a monitoring tool for research and analysis to help determine regional system enhancements, operations, and maintenance.
- **Durfee Avenue and Thienes Avenue Traffic Signal Modification Improvements**, *City of South El Monte* – Mr. Renner was the Project Manager for the Durfee Avenue and Thienes Avenue Traffic Signal Modification Improvements Project located in the City of South El Monte north of State Route 60 Freeway. The proposed improvements included preparation of traffic analysis, environmental documents, utility coordination and construction documents. The signal improvements included modification of the existing signal to include the addition of protected left turn phasing for Durfee Avenue and signal and pedestrian head equipment. The project was a federally funded project (HSIP) which was administered through Caltrans Local Assistance.



STEVEN LEDBETTER, P.E., Q.S.D.

CIP Project/Construction Manager/Grant Management/ Plan Checker

TKE Engineering, Inc.

EDUCATION

B.S, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

P.E. License No. 84044 (CA)

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers

American Public Works Association

American Council of Engineering Companies of California

Mr. Ledbetter has over 22 years of professional experience in the civil engineering industry. He has provided design and management services on various critical and challenging projects from planning through design and implementation. He has a well-rounded background with experience in preparation of plans, specifications and estimates and analysis of street and utility improvements, pavement rehabilitation, street widening and median improvements, bicycle and pedestrian enhancements, roundabout improvements, ADA pathway improvements, and signing and striping improvements. Mr. Ledbetter also has extensive experience with computer modeling, analysis, and report preparation, storm water compliance reporting including water quality management plans and storm water pollution prevention plans and; and grant writing for various State and Federal agencies.

DETAILED PROJECT EXPERIENCE

- **City of Calimesa On-Call Grant Writing**, *City of Calimesa* – Mr. Ledbetter is currently serving as Project Manager in providing on-call grant writing and administration services to the City. He has represented the City at numerous meetings alongside other agencies, managed engineering budgets and schedules, retained other consultants to prepare improvement design projects, and managed funding programs.
- **2nd Street Safe Route to Schools (SR2S),** *City of Calimesa* – Mr. Ledbetter is serving as the project engineer for this state funded project located in the City of Calimesa. The City of Calimesa was awarded funding for the pedestrian path of travel enhancements to provide safer walking paths along 2nd Street between Avenue "L" and Avenue "H" and along Avenue "L" between 2nd Street and 3rd Street. The project includes street widening, signing and striping enhancements, including proposed curb, gutter and sidewalk improvements construction for increased pedestrian safety. The project includes 1 mile of street improvements together with structural bridge widening over existing drainage channel, right-of-entry acquisition, , Caltrans funding coordination and management, public outreach and utility relocations and coordination.
- **Calimesa Creek Storm Drainage Improvements,** *City of Calimesa* **–** Mr. Ledbetter is serving as the project engineer for the Calimesa Creek Storm Drainage Improvements Project, located in the City of Calimesa along County Line Road between the Interstate 10 Freeway and 5th Street. The proposed project is planned to provide bank stabilization and storm water management improvements along a 0.6-mile portion of the Calimesa Creek to mitigate erosion and flooding of the earthen channel with undersized street culvert crossings and severely eroded side slopes with near vertical walls. The project will provide 100-year storm protection as well as other important benefits including groundwater recharge of storm water, environmental restoration and enhancement, recreational trails and increased protection to existing

developments. The project will include environmental assessment and processing, preliminary engineering and project scoping, design, right-of-way acquisition, EPA funding coordination and management and additional drainage system improvements.

- **San Bernardino Avenue Street Improvements,** *City of Fontana* – Mr. Ledbetter provided Construction Administration services for the San Bernardino Avenue Street and storm drain improvements project which is located in the City of Fontana north of Interstate 10 Freeway and East of the Interstate 15 Freeway from Commerce Drive to Cherry Avenue. The proposed median and sidewalk improvements minimize turning movements providing for increased vehicular capacity, corridor beautification, and improved traffic and pedestrian safety. Construction Management, Inspection and construction staking is being provided by TKE for approximately 8,800 linear feet of street median, sidewalk and storm drain improvements. TKE provided utility and railroad coordination for the relocation and adjustment of various utility improvements (i.e., power poles, meters, vaults, etc.) and the railroad crossing upgrade. TKE prepared all legal descriptions, right-of-way acquisition plats, temporary construction easement plats and negotiated with property owners for 5 separate parcels.
- **I-10 Cherry Valley Interchange Improvements,** *City of Calimesa* – Mr. Ledbetter is serving as the project engineer for the Cherry Valley Interchange Improvements Project, located in the City of Calimesa along Interstate 10. The proposed project is planned to include intersection roundabouts at the on/off ramps to achieve significant construction cost savings and to facilitate Caltrans streamline approvals. The project also includes the ultimate realignment of the Cherry Valley Bridge Overpass to improve line of sight limitations with the existing interchange. The project will include environmental assessment and processing, preliminary engineering and project scoping, design phasing to accommodate Caltrans streamline requirements, right-of-way acquisition, TEAMAC funding coordination and management and additional street and drainage system improvements.



JUSTIN SCHLAEFLI, P.E., T.E., P.T.O.E.

Traffic Engineer/Plan Checker

TKE Engineering, Inc.

EDUCATION

M.S. Civil Engineering, Norwich University

B.S. Civil Engineering, San Diego State University

REGISTRATIONS

P.E. License No. 74670 (CA)

T.E. License No. 2564 (CA)

AFFILIATIONS

Member National Academy of Sciences, Transportation Research Board

Member, Institute of Transportation Engineers

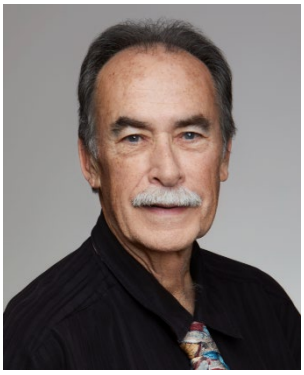
Mr. Schlaefli has 24 years of experience in the transportation field. He is responsible for managing projects on a day-to-day basis as well as interfacing with other project team members and decision makers/ government staff and Contractors. He specializes in Intelligent Transportation Systems, Transportation Planning, Construction, Traffic Engineering and Traffic Operations. He has experience working on both public sector projects as well as private sector development. His experience ranges from construction management and inspection to operations and maintenance. He also has experience conducting traffic studies, specialized access analysis, parking studies, trip generation studies, traffic micro-simulation, signal operations, signal timing, traffic control and design/build of ITS solutions. In addition, Mr. Schlaefli has served as a subject matter expert in court, for the State of California and for vendors in the transportation industry. He is also a proud alumnus of San Diego State University where he has been a guest lecturer and has taught Transportation Engineering, helping to mentor the next generation in his field.

DETAILED PROJECT EXPERIENCE

- **CV Sync Traffic Signal Synchronization,** *City of Palm Desert, CA* – Mr. Schlaefli serves as the Resident Engineer assisting in oversight of all construction management aspects for Phase 1 of the CV Sync project (Formerly CVAG TSSPP). This work involves plan review, management and approval of construction scheduling, budget, field work, local agency procedures and more. As the Local Agency Resident Engineer, Justin ensures adherence with applicable State and Federal requirements requiring familiarity with the CAMUTCD, Caltrans Standard Plans, Caltrans Construction Manual, Local Agency Procedures Manual and other applicable standards and documents. This project involves coordination and support across twelve agencies in the Coachella Valley.
- **I-10 Cherry Valley Interchange Improvements,** *City of Calimesa* –Mr. Schlaefli is serving as the traffic engineer for the Cherry Valley Interchange Improvements Project, located in the City of Calimesa along Interstate 10. The proposed project is planned to include intersection roundabouts at the on/off ramps to achieve significant construction cost savings and to facilitate Caltrans streamline approvals. The project also includes the ultimate realignment of the Cherry Valley Bridge Overpass to improve line of sight limitations with the existing interchange. The project will include environmental assessment and processing, preliminary engineering and project scoping, design phasing to accommodate Caltrans streamline requirements, right-of-way acquisition, TEAMAC funding coordination and management and additional street and drainage system improvements.
- **ATP Cycle 3 Street Safe Routes to School Pedestrian Improvement Project,** *City of Fontana* – Mr. Schlaefli served as the traffic engineer for the

ATP Cycle 3 Safe Routes to School Pedestrian Improvement Project. TKE provided design engineering services for the Safe Routes to Schools project funded through ATP Cycle 2 for the City of Fontana for Fontana Ave and Arrow Boulevard. This project consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.

- **On-Call City Traffic Engineering,** *City of Calimesa* – Mr. Schlaefli is serving as the traffic engineer. TKE provides on-call traffic engineering services to the City for developer and capital improvement project coordination, planning and implementation. TKE routinely performs City functions related to traffic, traffic signals, timing, warrant analysis, striping, signing, geometric analysis, traffic control and other traffic engineering related services. While providing these services to the City, TKE has represented the City with other agencies at numerous meetings, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. In addition, TKE managed major infrastructure development projects.
- **On-Call City Traffic Engineering**, *City of Wildomar* – Mr. Schlaefli is serving as the traffic engineer. TKE provides on-call traffic engineering services to the City for developer and capital improvement project coordination, planning and implementation. TKE routinely performs City functions related to traffic, traffic signals, timing, warrant analysis, striping, signing, geometric analysis, traffic control and other traffic engineering related services. While providing these services to the City, TKE has represented the City with other agencies at numerous meetings, represented engineering with the City's council and other public meetings, managed engineering budgets and project schedules, retained other consultants to prepare improvement design projects, managed funding programs, and various related work. In addition, TKE managed major infrastructure development projects.



STEVE LIBRING, T.E.

Traffic Engineer

TKE Engineering, Inc.

EDUCATION

B.S. Civil Engineering, San Diego State University

REGISTRATIONS

T.E. License No. 1801 (CA)

AFFILIATIONS

Recent HOA References:

- Trilogy of La Quinta HOA (La Quinta) - Dale Tyreman
- Avondale HOA (Palm Desert) – Alice Kroll
- Canyon Lake Property Owners Association (Canyon Lake) – Steve Schneides

Mr. Libring has over 50 years of Municipal Traffic Engineering experience. Steve has worked full and part time for 17 cities in 5 different counties, exposing him to a variety of complex traffic problems and situations. Mr. Libring recent experience as the City Traffic Engineer for the City of Riverside, he was responsible for supervising 34 staff members and all of the day-to-day operations. Mr. Libring led The Riverside Traffic Division as it was split into four major programs: Traffic Engineering and Design, Signal Maintenance, Parking Services, and the Red-Light Enforcement Program. While at this city, he oversaw the preparation of all budgets, applied for grants, responded to litigation and testified in court. He reviewed traffic studies and prepared mitigation measures or conditions of approval. He also reviewed and signed all in-house signals designs, as well as any striping, signing and detour plans. He regularly corresponded with Council Members, City Manager and other Departments to coordinate the implementation of neighborhood traffic solutions. He staffed two different Commissions – the Downtown Parking Committee, and the Parking, Traffic and Streets Commission, as well as designed and implemented the Riverside Traffic Management Center (TMC) which oversees all signal coordination. Through the use of CCTV cameras, Steve and his staff were able to make adjustments to traffic as incidents and congestion occurred. Steve will serve as the Traffic Engineer for the City of El Pico Rivera's On-Call Traffic Engineering.

DETAILED PROJECT EXPERIENCE

- **City Traffic Engineering,** *City of Buena Park* – Mr. Libring served as the City Traffic Engineer for the City of Buena Park. He was responsible for review of traffic control plans, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device recommendations, speed zone survey preparation and certifications, and school zone analysis.
- **City Traffic Engineering,** *City of Corona* – Mr. Libring served as the City Traffic Engineer for the City of Corona. He was responsible for review of traffic control plans, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device recommendations, speed zone survey preparation and certifications, and school zone analysis.
- **City Traffic Engineering,** *City of Riverside* – Mr. Libring served as the City Traffic Engineer for the City of Riverside. He was responsible for review of traffic control plans, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device recommendations, speed zone survey preparation and certifications, and school zone analysis.
- **City Traffic Engineering,** *City of Irvine* – Mr. Libring served as the Senior Transportation Engineer for the City of Irvine. He was responsible for review of traffic control plans, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device recommendations, speed zone survey preparation and certifications, and school zone analysis.



RON MUSSER, P.L.S.

Director of Surveys

TKE Engineering, Inc.

REGISTRATIONS

P.L.S. License No. 4230 (CA)

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers (ASCE)

American Public Works Association (APWA)

Mr. Musser has over 55 years of experience in performing field and office surveying services for public projects, including roadway and highway projects. Prior to joining TKE Engineering, Inc. in 2005, Mr. Musser worked as a Partner in a consultant engineering and surveying firm and supervised the mapping department, providing mapping and calculations support for the firm's projects. As Director of Surveying at TKE, Mr. Musser is responsible for all topographic surveys, right-of-way/easement document preparation, and review and the supervising the survey crews. He is responsible for scheduling, pre-staking calculations and quality control of all survey activities.

DETAILED PROJECT EXPERIENCE

- **LPP County Line Road Project**, *City of Yucaipa/Calimesa* – Mr. Musser served as the Director of Surveys for design of the SB1 Local Partnership Program project. This project consists of the preparation of full construction documents including environmental compliance documents, right-of-way acquisition, utility relocations, plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of four roundabouts, street widening, bicycle lanes, curb and gutter, sidewalk, crosswalks, ADA curb ramps, storm drain, and signing and striping along County Line Road from 4th Street to Bryant Street.
- **ATP Cycle 3 Street Safe Routes to School Pedestrian Improvement Project,** *City of Fontana* – Mr. Musser served as the Director of Surveys for the ATP Cycle 3 Safe Routes to School Pedestrian Improvement Project. TKE provided design engineering services for the Safe Routes to Schools project funded through ATP Cycle 2 for the City of Fontana for Fontana Ave and Arrow Boulevard. This project consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- **Sierra Avenue Widening Project**, *City of Fontana* – Mr. Musser provides survey services to the City of Fontana for the Sierra Avenue Widening Project. The project is approximately 1 mile of widening for the City's primary north south arterial street widening the roadway from 4 lanes to 6 lanes. The project includes street widening, raised landscape median, new sewer main installation, traffic signal installation and modifications, traffic signal interconnect and fiber optic cable installation, and extensive utility coordination for water main replacement, Rule 20A and Rule 20B undergrounding work. He is currently responsible for management of utility coordination, right-of-way acquisition for 76 parcels, traffic analysis, review of construction

plans, coordination with project design consultants, construction management and construction staking services. While providing these services to the City, Mr. Renner has represented the City with other agencies, represented engineering with the City's management personnel and other meetings, managed engineering budgets and project schedules.

- **On-Call Survey and Map Checking Services,** *City of Calimesa* – Mr. Musser provides on-call map checking services to the City of Calimesa. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the city. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **On-Call Survey and Map Checking Services,** *City of Hesperia* – Mr. Musser provides on-call map checking services to the City of Hesperia. Mr. Musser is providing map checking services for several small and large tract developments, single family residential units and commercial retail centers within the city. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **On-Call Map Checking Services,** *City of Upland* – Mr. Musser provides on-call map checking services to the City of Upland. Mr. Musser is providing map checking services for several tract developments, single family residential units and commercial retail centers within the city. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.
- **On-Call Map Checking Services,** *City of Wildomar* – Mr. Musser provides on-call map checking services to the City of Wildomar. Mr. Musser is providing map checking services for several tract developments, single family residential units and commercial retail centers within the city. Services include closure calculations, development project screen checks, response to development community inquiries, perform map checking for tract maps, parcel maps, lot line adjustments, lot mergers, records of survey, corner records, easement and right-of-way acquisitions.



MONAE PUGH

Traffic Engineering Specialist/ Plan Checker

TKE Engineering, Inc.

AFFILIATIONS

Institute of Transportation Engineers

Ms. Pugh has over 37 years of Municipal and Public Agency engineering experience with a wide range of responsibilities and projects emphasizing the discipline of Transportation and Traffic Engineering and has been with TKE for 7 years. Prior to joining TKE, she worked at the City of Fontana managing both its Land Development and Traffic Engineering Departments. Other prior experience includes over 17 years in the County of Riverside Traffic Engineering Department. Ms. Pugh currently services the cities of Calimesa and Corona as a traffic engineering specialist. Ms. Pugh will be responsible for providing technical assistance to the traffic committee, study reviews and the design review of all traffic engineering services.

DETAILED PROJECT EXPERIENCE

- **On-Call Traffic Engineering,** *City of Hesperia* – Ms. Pugh provides on-call traffic engineering services to the City of Hesperia. She is currently responsible for review of traffic control plans, land development review of site plans and access management, review and comment of traffic impact studies, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device recommendations, speed zone survey preparation and certifications, and school zone analysis. While providing these services to the City, Ms. Pugh has represented the City with other agencies, consultants and developers at numerous meeting, represented engineering with the City's management personnel and other public meetings, managed engineering budgets and project schedules.
- **On-Call Traffic Engineering,** *City of Calimesa* – Ms. Pugh provide on-call traffic engineering services to the City. She is currently responsible for review of traffic control plans, land development review of site plans and access management, review and comment of traffic impact studies, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device recommendations, speed zone survey preparation and certifications, and school zone analysis. While providing these services to the City, Ms. Pugh has represented the City with other agencies, consultants and developers at numerous meeting, represented engineering with the City's management personnel and other public meetings, managed engineering budgets and project schedules.
- **On-Call Traffic Engineering,** *City of Wildomar* – Ms. Pugh provides on-call traffic engineering services to the City. She is currently responsible for review of traffic control plans, land development review of site plans and access management, review and comment of traffic impact studies, traffic engineering project coordination with capital improvement projects, warrant analysis preparation, traffic count coordination, analysis of traffic counts and collision data, traffic control device

recommendations, speed zone survey preparation and certifications, and school zone analysis. While providing these services to the City, Ms. Pugh has represented the City with other agencies, consultants and developers at numerous meeting, represented engineering with the City's management personnel and other public meetings, managed engineering budgets and project schedules.

- **City-Wide Speed Zone Certification,** *City of Fontana* – Ms. Pugh managed an in-house recertification program which developed all new speed zones within the City limits for City Council approval. The remodel consisted of bringing all zones into compliance with current State mandates, certification practices and procedures; ensuring consistency for local law enforcement with the County of San Bernardino through enforcement. The project consisted of over 125 speed zones.
- **Traffic Investigations,** *County of Riverside and City of Fontana* – Ms. Pugh has extensive experience dealing with traffic safety issues and citizen concerns throughout these communities making recommendations and implementing change and improvement for mitigation. Experience includes preparation of all work orders for installation of traffic control devices.
- **Permit Parking Zone Program,** *City of Fontana* – Ms. Pugh responded to traffic safety concerns on and around Fontana High School relative to student parking and pedestrian traffic. Numerous residential neighborhood and Fontana Unified School District (FUSD) complaints were received due to overabundance of student parking adjacent to the school. A comprehensive program was prepared, coordinated and implemented with Fontana police department, FUSD, residents to provide permit parking zones in the neighborhoods adjacent to the school. The program includes issuance of parking permits to residents, public outreach, safety measures, and City Council approval.
- **Grant Awards,** *City of Fontana* – Ms. Pugh successfully applied for municipal grants from the following programs: Highway Safety Improvement Program and Safe Routes to School (both at Federal and State levels). Project awards included new raised medians for Sierra Ave., Foothill Blvd., and Citrus Ave. Additionally, traffic signal installation funding was secured for Alder Ave., at Wabash Ave. and also Randall Ave. at Palmetto Ave.
- **Safe Route To Schools,** *City of Fontana* – Ms. Pugh successfully responded to traffic safety concerns at elementary schools with high pedestrian and vehicle volumes. Engineering & Traffic Study reports were performed to include support data for both Federal and State grant funding integral to mitigation, planning, and final design plans.



JEFF LANTOSH, C.P.I.I.

Senior Public Works Inspector

TKE Engineering, Inc.

EDUCATION

South West Calibration and Training, San Bernardino, CA

CERTIFICATIONS

CPII – Certified Public Infrastructure Inspector (exp. 12/9/2026)

ICC - Special Inspector, Soils

Structural Masonry, Reinforced Concrete, and Prestressed Concrete (Cert No. 8052427)

American Concrete Institute - Certification Staff OSHA 30 Outreach Training for the Construction Industry 2022: construction#: 20-0107970 General#: 20-0079854

APNGA Portable Nuclear Gauge | Radiation Safety Officer Class (2019)

South Coast Air Quality Management District | Rule 403.1 Coachella Valley Fugitive Dust Control Training (CV2302-010555-13615) exp. 2025

Mr. Lantosh has over 12 years of inspection experience providing public works inspection services to a variety of municipalities throughout Southern California. Mr. Lantosh's background in public works inspection and oversight provide him with an extensive knowledge of ASTM specifications and OSHA standards. Additionally, Mr. Lantosh has provided coordination with other project professional services including geotechnical and survey. Mr. Lantosh has worked as a public works inspector for inspection of capital improvement and developer installed improvements relating to the construction of streets, drainage, traffic signals, parks and housing tract improvements. Mr. Lantosh has prepared daily inspection reports, developed construction photo logs, assisted with progress and final payment processing, assisted with change order negotiations, verified compliance with contract documents and approved project submittals, verified public safety compliance, and developed remedial work lists. He also has experience performing special inspections work and has earned numerous certifications that strengthen his qualifications to perform work on specialized projects.

DETAILED PROJECT EXPERIENCE

- **LPP County Line Road Project**, *City of Yucaipa/Calimesa* – Mr. Musser served as the Director of Surveys for design of the SB1 Local Partnership Program project. This project consists of the preparation of full construction documents including environmental compliance documents, right-of-way acquisition, utility relocations, plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of four roundabouts, street widening, bicycle lanes, curb and gutter, sidewalk, crosswalks, ADA curb ramps, storm drain, and signing and striping along County Line Road from 4th Street to Bryant Street.
- **North Canyon Indian Sewer Project,** *Mission Springs Water District, City of Desert Hot Springs* – Mr. Lantosh served as the Senior Public Works Inspector for the North Indian Canyon Sewer Project. The North Indian Canyon Sewer Improvements Project is located in the County of Riverside near the City of Desert Hot Springs. This project consists of the construction of 2,300 linear feet of 8" vitrified clay sewer pipe, manholes, laterals, and associated roadway repair. The proposed wastewater system improvements are being made prior to the County repaving project to avoid construction impacts on the new roadway and provide adequate capacity to convey future development flows.
- **Regional Water Reclamation Facility Program Management,** *Mission Springs Water District***,** *City of Desert Hot Springs* – Mr. Lantosh served as the Senior Construction Inspector. Mission Springs Water District (MSWD) retained TKE to prepare a

preliminary engineering analysis that evaluated expanding an existing WWTP or building a new regional WWTP. Ultimately, MSWD selected to proceed with a new regional WWTP, the Regional Water Reclamation Facility (RWRF). Thereafter, TKE was retained to be the program manager for the for the development of the RWRF and associated projects. As program manager, TKE is responsible for coordinating the design, hydrogeological analysis, environmental compliance processing, and construction of the RWRF, a new Regional Conveyance Trunk Sewer to deliver wastewater to the RWRF, and the M-2 Collection System to connect 695 parcels to the sewer system for treatment by the RWRF. In addition, TKE is in charge of grant funding and permit acquisition. In 2022, TKE secured $68 million in grant funding for the project. The project includes coordination with the State Water Resource Control Board, Regional Water Quality Control Board, Air Quality Management District, other agencies, and other consultants.

- **Regional Conveyance Line Force Main and Trunk Sewer,** *Mission Springs Water District, City of Desert Hot Springs* – Mr. Lantosh served as the Senior Construction Inspector. Mission Springs Water District (MSWD) retained TKE to conduct a preliminary engineering analysis that evaluated potential service areas, trunk sewer/force main alignments, wastewater flow rates, lift station capacity analysis, and other preliminary design criteria needed to identify the preferred alignment of the Regional Conveyance Force Main and Trunk Sewer and potential flow diversions to the Regional Water Reclamation Facility (RWRF). TKE is also responsible for final design and contract documents for approximately 3 miles of the preferred Regional Conveyance Force Main and Trunk Sewer alignment from the intersection of Dillon Road and Avenida Manzana to the RWRF. The project includes environmental compliance and geotechnical investigation, along with coordination with developers, other agencies, Regional Water Quality Control Board, and other consultants.



STEPHEN BISCOTTI

Senior Construction Inspector

TKE Engineering, Inc.

EDUCATION

Colorado State University, CA BA, Arts and Humanities

CERTIFICATIONS

OSHA 30 Certified

16 Hour QSP Training Seminar

Lean Manufacturing Seminar – Gibbs Wire & Steel Co., Inc.

Forklift Certification 2004 – 2012 (Both operator and instructor) – Gibbs Wire & Steel Co., Inc.

Step 2000 Courses (electricity and electrical control devices) Siemens E&A

Conflict and Confrontation Seminar – Farmers Insurance

Forklift Certification 1984 – 1990, Various Wire Mills in MA, CT, and CA

Mr. Biscotti has over 14 years of inspection experience with the last 7 years providing public facility and public works construction inspection services. Mr. Biscotti has provided inspection services to several municipalities throughout Southern California. He has completed project inspection services for the Cities of Moreno Valley, Fontana, South El Monte, Riverside, Hemet, Calimesa, Riverside Transit Agency, East Valley Water District and the County of San Bernardino. Mr. Biscotti has provided coordination with other project professional services including geotechnical and survey. Mr. Biscotti has worked as a Public Works Inspector for inspection of capital improvement and developer installed improvements relating to the construction streets, drainage, utilities, parks and development improvements. Mr. Biscotti has prepared daily inspection reports, developed construction photo logs, assisted with progress and final payment processing, assisted with change order negotiations, verified compliance with contract documents and approved project submittals, verified public safety compliance, and developed remedial work lists.

DETAILED PROJECT EXPERIENCE

- **CV Sync Construction Management,** *Palm Desert, CA* - Mr. Biscotti provided construction inspection services for Phase 1 of the CV Sync project (Formerly CVAG TSSP). This work involves plan review, management and approval of construction scheduling, budget, field work, local agency procedures and more. This project involves coordination and support across twelve agencies in the Coachella Valley The project improvements include advanced traffic management systems (ATMS), advanced transportation controllers (ATC), selected Intelligent Transportation System (ITS) elements, ITS sub-systems, and Ethernet/IP-based communications that will be expandable and scalable for future integration of ITS technologies and strategies, such as Integrated Corridor Management (ICM), Smart Cities, Connected and Autonomous Vehicles, a Regional Traffic Management Center (RTMC) and local Traffic Operation Centers (TOC).
- **RTA Hemet Facility, Riverside Transit Agency,** *City of Hemet, CA*- Mr. Biscotti performed inspection services for approximately 90,000 square feet of 4,000 psi, 8" thick, rebar re-enforced concrete. Inspection included demolition of existing asphalt lot and concrete floor in bus wash, grading, over saw compaction and non-compliant soil removal, concrete pour, irrigation repair, water drain install and tie in to existing water drainage system, expansion joint and score joint work, and parking lot striping.
- **RTA Moreno Valley Mall Transfer Station Improvements,** *Riverside Transit Agency, City of Moreno Valley, CA*- Mr. Biscotti performed inspection services for the removal and upgrade installation to RTA's Transfer Station. Inspection included demolition of existing asphalt, damaged curb and gutter, sidewalk, and bus stop structures, over saw compaction and non-compliant soil removal, 8" thick, rebar re-enforced concrete pour, ADA Compliant sidewalk and Parking Lot install, Asphalt replacement, seat wall construction, grading, Parking Lot Marking, and over saw Traffic Control.
- **Pepper Avenue and Winchester Drive/Terrace Road Traffic Signal Improvements**, *City of Rialto, CA* - Mr. Biscotti was the construction inspector for the Pepper Avenue and Winchester Drive/Terrace Road Traffic Signal Improvements Project located in the City of Rialto south of the 210 Freeway. Proposed improvements,

included traffic signal installation, construction of ADA curb access ramps, removal of street lighting, striping and repair of private improvements adjacent to the project site.

- **Moreno Valley Amphitheater and Civic Center Park**, *City of Moreno Valley, CA* – Mr. Biscotti provided construction inspection services for the Moreno Valley Civic Center Park and Amphitheater Project located South of Alessandro Blvd immediately west of City Hall. The amphitheater is used for regional movie nights, concerts and seasonal special events. The 2.5 acre project included an amphitheater stage, video wall and enclosure, audio/visual and storage room, 400 person arched concrete seating, fire water system upgrades, and a parking lot for approximately 300 vehicles.
- **On-Call Inspection Services,** *San Bernardino Municipal Water Department, CA* **–** Mr. Biscotti is providing on-call inspection services to the City of San Bernardino Municipal Water Department (SBMWD) on numerous public and private improvements related to housing tracts and commercial development projects. Mr. Biscotti has provided inspection of more than 10,000 linear feet of pipeline installation for SBMWD.
- **San Bernardino Avenue Median Hardscape and Drainage,** *City of Fontana, Fontana, CA*- Mr. Biscotti performed inspection services for 11,000 linear feet of median and parkway hardscape improvements. Inspection included sidewalk installation, grading, cobble installation, design layout, storm drain pipe installation and connection to existing storm drain system, Concrete forms, and DG installation.
- **Warm Springs, Cole and Cypress Elementary School Safe Routes to School,** *City of Highland, CA* – Mr. Biscotti provided construction inspection services for the City of Highland for the SR2S – Cycle 10 funded project for the pedestrian path of travel enhancements to provide safe walking paths along 6th Street, Elm Street, Cole Avenue, Drummond Avenue, 10th Street and 14th Street. Proposed improvements include sidewalk, curb access ramps, In-Roadway Lighting system, striping and signage improvements. The project includes approximately more than two miles of street and sidewalk improvements together with public outreach and coordination. Services included utility relocation coordination, construction inspection, right-of-entry coordination with property owners and materials testing, daily oversight and report preparation, traffic control and SWPPP oversight.
- **Interagency Safe Routes to Schools Project,** *City of Adelanto, CA*- Mr. Renner performed construction management services for approximately 5,000 linear feet of street, sidewalk and access ramp improvements around Columbia Middle School, Adelanto Elementary School, and Westside Park Elementary School. The project also included placement of speed feedback signage and rapid rectangular flashing beacons within the school zones.
- **Safe Routes to School, Cycle 10, Phase 2,** *City of South El Monte, CA* - Mr. Biscotti performed inspection services for approximately 3,000 linear feet of ADA Compliant sidewalk. Inspection included tree, fence, driveway approaches, curb and gutter, and landscape and irrigation removal and replacement, grading, concrete forming, concrete pouring and finishing, street sign installation, street marking, and fence installation. Mr. Biscotti was also responsible for public relations with the home owners for daily construction activities.
- **Chico Avenue Improvements Project,** *City of South El Monte, CA* - Mr. Biscotti over saw inspection services for cold mill removal and full depth replacement



MAURICIO CANTU

Senior Public Works Inspector

TKE Engineering, Inc.

EDUCATION

Construction Inspection, Pasadena City College

Construction Management, Citrus College

CERTIFICATIONS

Traffic Control and Flagging

Class A License with Tankers Endorsement

Confined Space Training

Trench and Shoring

Nuclear Gauge Safety and U.S. D.O.T. Hazmat

Mr. Cantu is a results-driven construction professional with extensive experience in the management and inspection of diverse public works projects. His portfolio includes street improvements, traffic signal installations, wastewater and water system improvements, private developments, specialized projects such as park improvements, zoo exhibits and stormwater treatment facilities. Managing up to $16 million in concurrent projects, Mr. Cantu consistently demonstrates strong decision-making and effective coordination with owners, architects, engineers, contractors, and stakeholders to minimize delays and change orders, and keep all parties informed on construction progress.

DETAILED PROJECT EXPERIENCE

- **Allen Reservoir Repairs,** *City of Pasadena* – Mr. Cantu served as the senior public works inspector overseeing the Allen Reservoir Repairs Project. This project consists of the repairs to the existing 4.1 million-gallon concrete lined, partially buried, Allen Reservoir that sustained damage during the Eaton Fire. The project includes repairs and replacement of the roof and supporting structural truss members, as well as the catwalk and handrailing on the interior of the reservoir, and replacement of the tank drain appurtenances. TKE services include construction management, coordination, scheduling, administration, inspection (civil, mechanical, structural, and coatings), processing of RFIs and progress payments, preparation of project records and close-out documents for the project with cloud-based ProCore software.
- **Speicher Park Ballfield Improvements,** *City of San Bernardino* **–** Mr. Cantu served as the senior public works inspector for the renovation of (5) existing ballfields and parking lot improvements located at Speicher Park in the City of San Bernardino. The proposed improvements will consist of parking lot improvements, ADA Path of Travel improvements, concessions building renovations, fencing replacement, scoreboard replacement and sod replacement at (5) existing ballfield. The project includes construction management, change order negotiations, submittal and RFI review, project team coordination, and inspections.
- **Construction Inspector,** *City of Santa Ana* – Mr. Cantu provided inspection, oversight, and management of various public works projects including traffic signals, street improvements, private developments even specialized projects such as Zoo exhibits, water systems, sewer systems, storm water systems. As the construction inspector for the City, Mr. Cantu:
  - Maintained comprehensive logs of work completed, materials used, personnel and other pertinent information using various programs.
  - Verified quality and quantity of work and issues payment for work completed.
  - Coordinated with various departments and agencies to facilitate work such as: water system shutdowns, traffic signal switch overs and street closures.
  - Identified issues based on changed conditions and collaborates with architect, engineers, owners, contractors and project managers to provide resolution in a timely manner and in accordance with all applicable regulations.
  - Coordinated special inspections and analyzes reports for compliance with submittal, Geo technical report, and project specifications.

- Provided takeoffs and cost estimates for proposed additional work to verify its within budget parameters.
- Provided potential creative solutions for cost savings that do not compromise quality of work and are still within specifications.
- Coordinated with public, businesses, schools and other entities to limit impacts due to construction.
- Provided documentation for work out of compliance such as correction notices or stop work notices as needed.
- Contributed expertise during pre-construction planning phases by providing input on potential solutions for complex engineering challenges.
- Managed and direct requests for information, submittals and potential change orders.
- Conducted comprehensive assessment of baseline schedule and 3-week look ahead to verify adherence to projected timeline and project completion date.
- Ensured thorough documentation of field changes and work completed for As-builts detailing any deviations from original plans.
- Developed innovative programs and advanced techniques to optimize inspection and quality control processes.

- **Public Works Crew Leader,** *Los Angeles County Department of Public Works* – Mr. Cantu supervised and managed crew in the construction and maintenance of Stormwater infrastructure such as debris basins, channels, and dams
  - Identified discrepancies in infrastructure, provide recommendation for repair and execute repair work in compliance with standards and applicable regulations.
  - Monitored and evaluated performance of crew members, providing feedback and coaching as needed.
  - Maintained documentation needed for reimbursement from federal agencies due to emergency work.
  - Supervised and provided hands on support in the performance of concrete placement from removals, to formwork and finishing of concrete ADA ramps, sidewalk, curb and gutter and driveways.
  - Inspected equipment and safety gear for proper condition before use by crew members.
    - Enforced safety mandates and OSHA restrictions with good leadership skills.
    - Trained new hires on job duties, safety protocols, and company policies.
    - Supervised and assisted in the performance of Asphalt work such as grind and overlay, dig outs, skin patches and crack sealing operations.
    - Operated heavy equipment as needed Such as excavator, D8 Dozer, grader, loader, backhoe and skid steer.
    - Maintained accurate records of employee attendance, hours worked, vacation time.
    - Scheduled periodic meetings with crew members to discuss progress and goals achieved.
    - Conducted regular reviews of work orders to confirm completeness of project requirements.
    - Controlled traffic passing near, in or around work zones.

APPENDIX |

Attachments A-D, F & G

ATTACHMENT A | STATEMENT OF NON-COLLUSION

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

The undersigned declares:
I am the President of TKE Engineering, Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/5/2026 [date], at Riverside, CA [city, state].

Firm TKE Engineering, Inc.

Mal P. Tht
(Signature)

Michael Thornton, President
(Print Name & Title)

Street 2305 Chicago Avenue

City Riverside State CA Zip 92507

ATTACHMENT B | CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT

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: TKE Engineering, Inc.

By: Mal P. Tht

Title: Michael Thornton, P.E., P.L.S., M.S., President

Date: 3/5/2026

SUBCONTRACTOR:

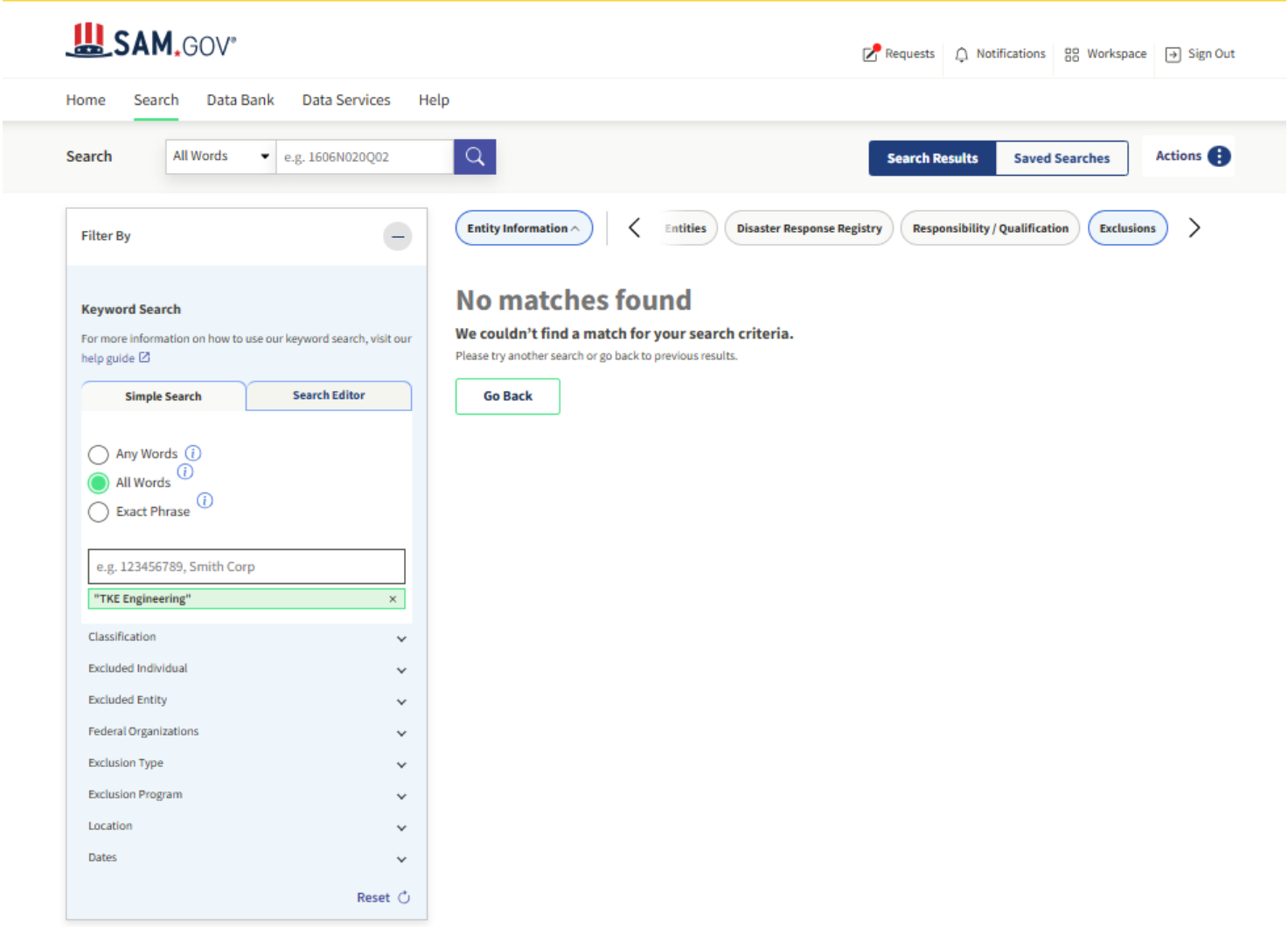
Company: N/A

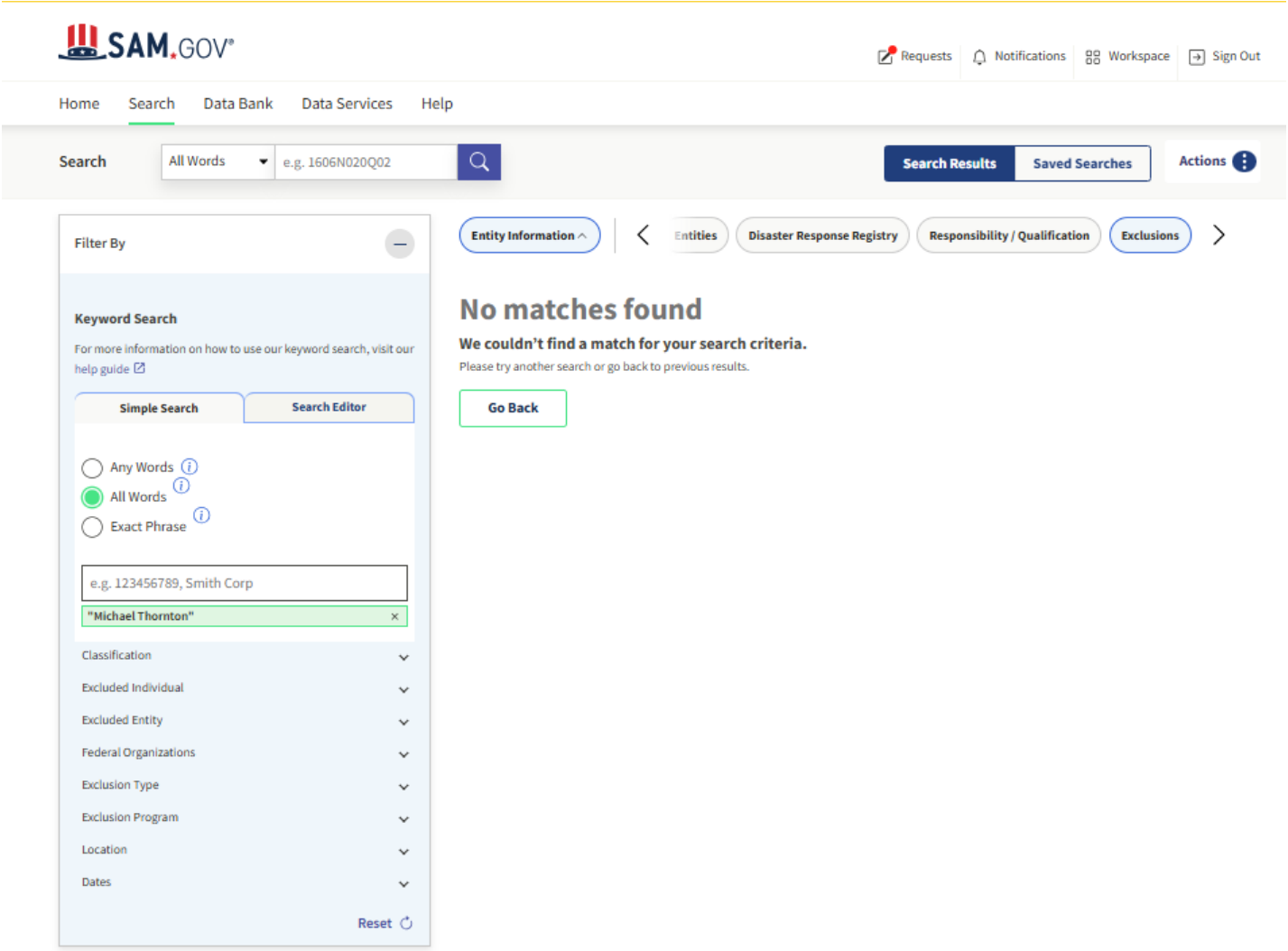
By: _____

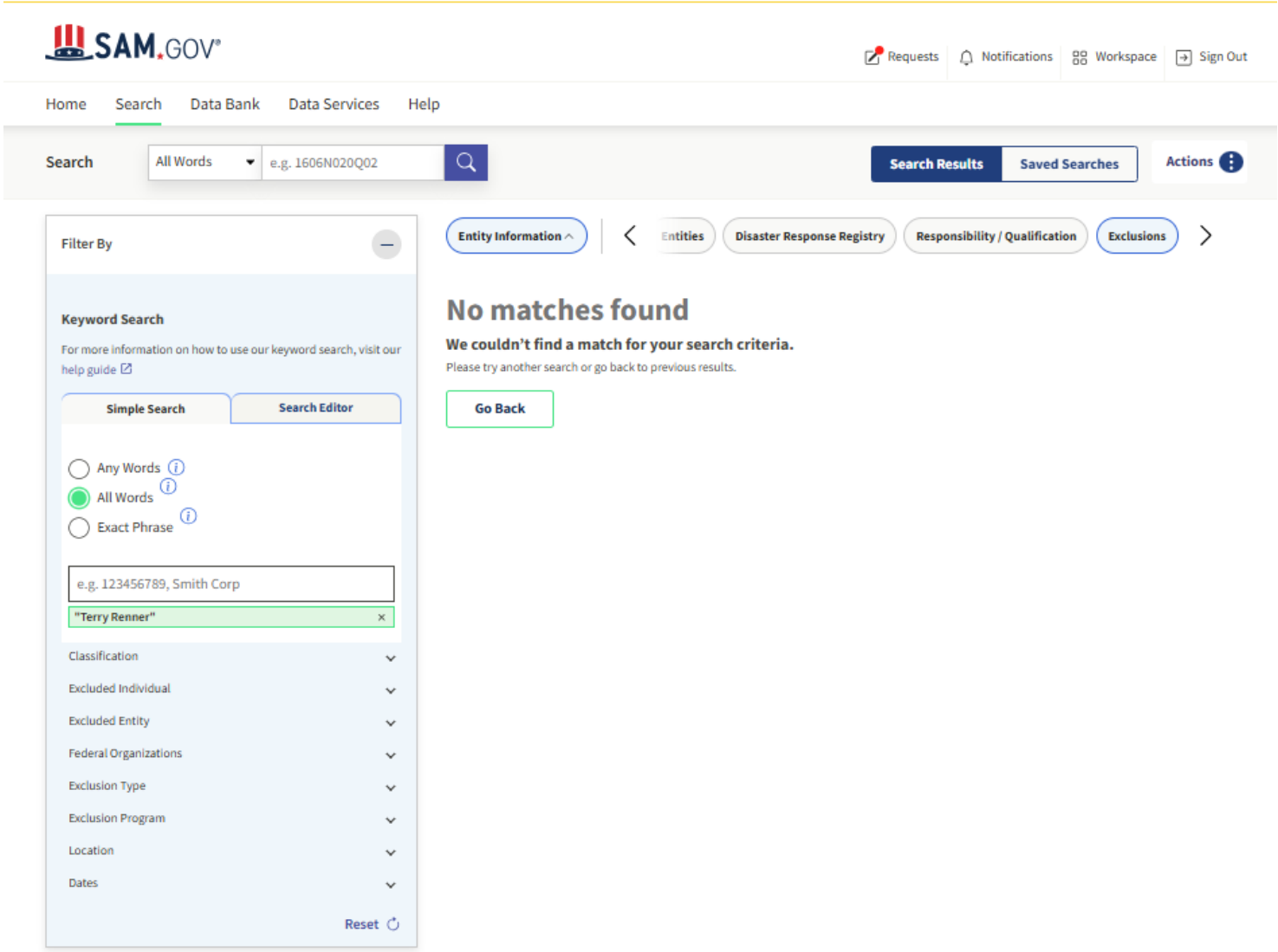
Title: _____

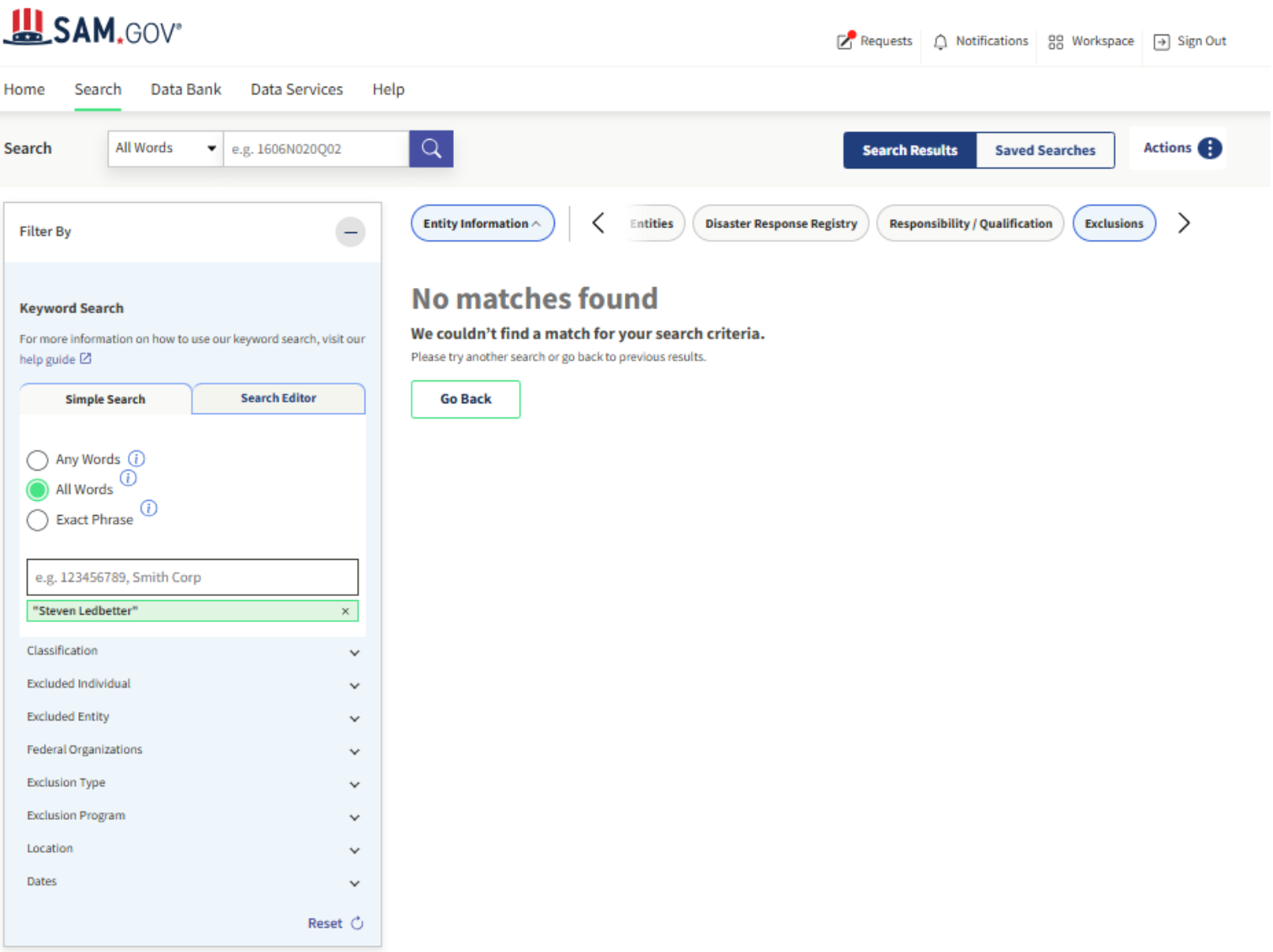
Date: _____

ATTACHMENT C | SAM.GOV – DEBARMENT & SUSPENSION VERIFICATION




SAM.GOV
Requests
Notifications
Workspace
Sign Out
Home
Search
Data Bank
Data Services
Help
Search
All Words
e.g. 1606N020Q02
Search Results
Saved Searches
Actions
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Simple Search
Search Editor
Any Words
All Words
Exact Phrase
e.g. 123456789, Smith Corp
"Michael Thornton"
Classification
Excluded Individual
Excluded Entity
Federal Organizations
Exclusion Type
Exclusion Program
Location
Dates
Reset
Entity Information
Entities
Disaster Response Registry
Responsibility / Qualification
Exclusions
No matches found
We couldn't find a match for your search criteria.
Please try another search or go back to previous results.
Go Back


SAM.GOV
Requests
Notifications
Workspace
Sign Out
Home
Search
Data Bank
Data Services
Help
Search
All Words
e.g. 1606N020Q02
Search Results
Saved Searches
Actions
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Simple Search
Search Editor
Any Words
All Words
Exact Phrase
e.g. 123456789, Smith Corp
"Terry Renner"
Classification
Excluded Individual
Excluded Entity
Federal Organizations
Exclusion Type
Exclusion Program
Location
Dates
Reset
Entity Information
Entities
Disaster Response Registry
Responsibility / Qualification
Exclusions
No matches found
We couldn't find a match for your search criteria.
Please try another search or go back to previous results.
Go Back


SAM.GOV
Requests
Notifications
Workspace
Sign Out
Home
Search
Data Bank
Data Services
Help
Search
All Words
e.g. 1606N020Q02
Search Results
Saved Searches
Actions
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Simple Search
Search Editor
Any Words
All Words
Exact Phrase
e.g. 123456789, Smith Corp
"Steven Ledbetter"
Classification
Excluded Individual
Excluded Entity
Federal Organizations
Exclusion Type
Exclusion Program
Location
Dates
Reset
Entity Information
Entities
Disaster Response Registry
Responsibility / Qualification
Exclusions
No matches found
We couldn't find a match for your search criteria.
Please try another search or go back to previous results.
Go Back

ATTACHMENT D | FEE SCHEDULE

TKE ENGINEERING, INC.

RATE SCHEDULE

	HOURLY RATE
SPECIAL RATES	
City Engineer	$175.00
Associate Engineer/Staff Augmentation	$140.00
STANDARD RATES	
Principal in Charge	$190.00
Project Manager/Construction Manager/Licensed Surveyor	$180.00
Traffic Engineer (TE)	$190.00
Senior Engineer/Project Engineer (PE)/Senior Plan Checker	$170.00
Assistant Project Manager/Associate Engineer	$160.00
Assistant Engineer/Plan Checker/Designer	$150.00
AutoCAD Technician	$140.00
Engineering Technician	$110.00
Clerical	$ 95.00
Forensic Engineering	$305.00
Expert Witness Testimony	$405.00
SURVEYING SERVICES	
2-Man Survey Crew (Prevailing Wage)	$265.00
DEVELOPMENT SERVICES	
Managing Director	$190.00
Senior Project Manager	$140.00
Project Manager	$110.00
CONSTRUCTION SERVICES	
Senior Construction Inspector (Prevailing Wage)	$140.00
Construction Inspector (Prevailing Wage)	$130.00
REIMBURSABLE COSTS	
In-house Reproduction	Cost
Printing and Materials	Cost + 10%
Express Mail/Courier/Next Day Service	Cost + 10%
Special Subconsultant Services	Cost + 10%

**Rates valid for years 1 and 2, subject to 5% increase in rates will apply each year thereafter*

ATTACHMENT F | CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2025

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

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

PRODUCER WTW MIDWEST INC 233 S WACKER DR,SUITE 2000 CHICAGO IL 60606	CONTACT NAME: PHONE (A/C, No, Ext): (888) 780-5381 FAX (A/C, No): (866) 828-2424 E-MAIL ADDRESS: Certificate@Hanover.com
INSURED TKE ENGINEERING INC 2305 CHICAGO AVE STE 100 RIVERSIDE CA 92507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Massachusetts Bay Ins Co — 22306 INSURER B : Allmerica Financial Benefit — 41840 INSURER C : Hanover Insurance Co — 22292 INSURER D : Hanover American Ins Co — 36064 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:	N	N	OD3 H471223 06	10/15/2025	10/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	N	N	AW3 J154489 06	10/15/2025	10/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	✓ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $	N	N	OD3 H471223 06	10/15/2025	10/15/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WMC H883053 06	10/15/2025	10/15/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Architects & Engineers Prof Liab	N	N	LHC J874702 01	10/15/2025	10/15/2026	Claims-Made: $2M Ea Claim/$4M Agg	

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

CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ATTACHMENT G | W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

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

TKE Engineering, Inc.

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

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

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

2305 Chicago Avenue

Requester's name and address (optional)

6 City, state, and ZIP code

Riverside, CA 92507

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

3	3	–	0	9	1	8	8	9	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ **2/13/26**

General Instructions

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

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

Purpose of Form

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

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

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

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

Cat. No. 10231X Form **W-9** (Rev. 10-2018)



Prepared By:

TKE Engineering, Inc.
2305 Chicago Ave.
Riverside, CA, 92507

ATTACHMENT NO.4

Submitted to:

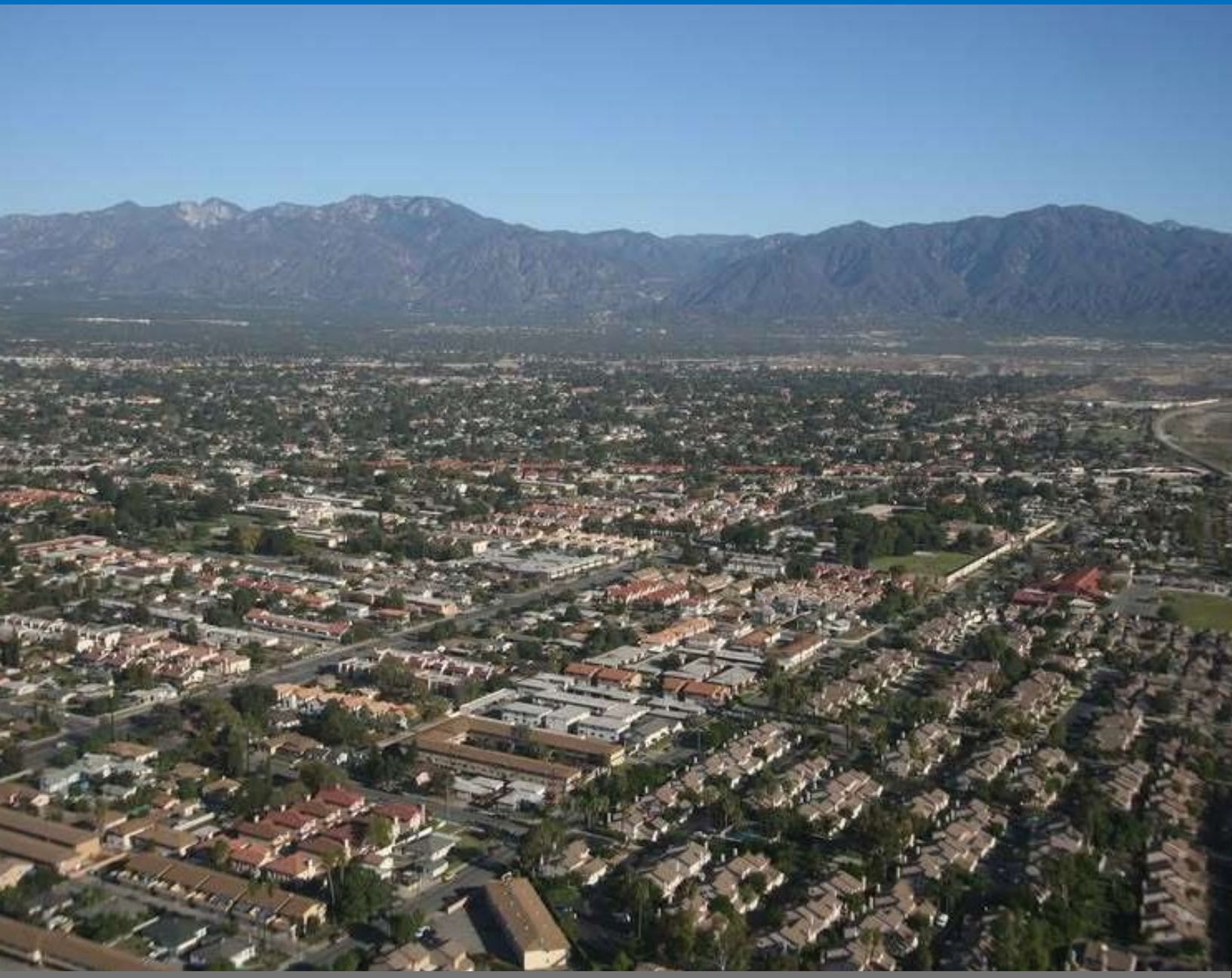
Karen Ogawa
Finance Director
1444 W Garvey Ave, S 308
West Covina, CA 91790

March 5, 2026

Proposal for

City Engineering Services, Traffic Engineering Services, Engineering Grant Writing/Administration Services, and On-Call General Engineering Services

RFP No. 2026-12



Proposal submitted by: **AYCE Consulting Engineers, Inc.**

AYCE Consulting Engineers, Inc.
930 E Santa Ana Blvd.
Santa Ana, CA 92701
PHONE & FAX (855) AYCE-INC
www.ayceinc.com

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1. Cover Letter



1. COVER LETTER

Dear Ms. Karen Ogawa:
Finance Director
1444 W Garvey Ave, S 308
West Covina, CA 91790
Submitted via PlanetBids

AYCE Consulting Engineers, Inc.
930 E Santa Ana Blvd.,
Santa Ana, CA 92701
www.ayceinc.com
(855) AYCE-INC

On behalf of AYCE Consulting Engineers, Inc. (AYCE), we are pleased to submit our proposal to the City of West Covina for **City Engineering Services, Traffic Engineering Services, Engineering Grant Writing/Administration Services, and On-Call General Engineering Services** RFP No. 2026-12.

AYCE is proud to present our qualifications, technical expertise, and project approach to support the City's On-Call initiative, for a period of two (2) years, with the optional extension of up to three (3) additional years. The AYCE team is well positioned to support the City in performing **professional municipal engineering services, traffic engineering services, grant writing/application and administration services, project management services, engineering support, permit administration, and plan check.**

AYCE Project Manager and Point of Contact - David Woo, PE, ENV SP

AYCE's Primary Contact with the City of West Covina will be our President/Principal, David Woo, PE, ENV SP, who is legally authorized to bind our team to a contract for the execution of the work stated in the Proposal. With over 37 years of experience in the transportation industry and a registered Civil Engineer for the State of California, David will also serve as our team's Project Manager/QAQC Manager for the duration of the contract.

Notices for David should be sent to:
David Woo, PE, ENV SP
Project Manager/QAQC Manager
930 E. Santa Ana Blvd., Santa Ana, CA 92701
Office Phone: (855) 292-3462 x701
E-mail: woo@ayceinc.com

Experience and Qualifications

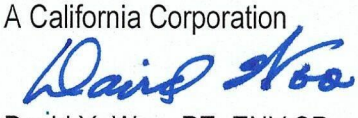
AYCE is a professional civil engineering firm and California-based S corporation, established in 2015. Founded by two hands-on Principal Engineers, AYCE will bring senior-level engineering leadership directly to every project, ensuring a practical, service-driven approach catered to the City of West Covina, rather than a sales-focused model. Our leadership team includes **David Woo, PE, ENV SP** (AYCE President/Principal), who will serve as **Project Manager/QAQC Manager**, and **Kandice (Khanh) Nguyen, PE** (AYCE Principal), our **Proposed Deputy Project Manager/Lead Project Engineer.** Together, they offer more than 50 years of combined experience delivering municipal infrastructure projects in compliance with local, state, federal, and grant requirements. AYCE has thoroughly selected 1 subconsultant, **Fehr & Peers,** to provide traffic engineering services.

Overview

AYCE and subconsultants acknowledge that by submitting this proposal, we accept all terms and conditions contained in the RFP, exhibits, attachments, and addenda hereto.

We appreciate the opportunity to support the City of West Covina in delivering this important infrastructure initiative and look forward to the possibility of partnering with your team.

Sincerely,
AYCE Consulting Engineers, Inc.
A California Corporation



David Y. Woo, PE, ENV SP
AYCE President/Principal

2. Project Summary



2. PROJECT SUMMARY

City of West Covina Understanding

The City of West Covina is a diverse and well established municipality located in the San Gabriel Valley, situated between Los Angeles and Orange County. With a long history dating back to its incorporation in the early 20th century, the City has transitioned from an agricultural community into a fully developed urban environment encompassing residential neighborhoods, commercial centers, and public facilities that serve a population of more than 110,000 residents.

AYCE recognizes that West Covina operates as a full-service city under a council/manager form of government and is responsible for maintaining a wide variety of public assets and infrastructure. The City supports community life through an extensive system of parks, recreational facilities, and community centers, and delivers essential services such as public safety, emergency response, street and traffic infrastructure, and planning functions. AYCE understands that several technical and utility-related services are delivered through contracted providers or external agencies, requiring effective coordination and clear communication to ensure consistent service delivery.

The City's engineering functions play a critical role in supporting both public works programs and private development activity. AYCE understands these responsibilities include reviewing development and capital improvement projects, issuing permits, performing inspections, addressing traffic and transportation considerations, and coordinating with regional and state agencies. The City must operate within a complex regulatory framework that includes local requirements as well as state and federal standards and must also remain mindful of its broader financial and administrative obligations.

AYCE further understands that the City places a high value on responsiveness and adaptability from its professional service providers. Given the services and on-call nature of this contract, the City requires engineering support that can integrate efficiently with existing staff, respond quickly to shifting priorities, and deliver consistent, high-quality results for both routine and time-sensitive assignments. Dependability, accountability, and continuity of service are essential to supporting the City's ongoing operations and capital improvement goals.

Based on this understanding, AYCE is prepared to provide engineering services that are aligned with the City of West Covina's operational needs, regulatory environment, and service expectations, while maintaining a collaborative and effective working relationship with City staff, partner agencies, and the community.

Scope of Services

AYCE understands that under this project our team will be providing comprehensive engineering services for the City of West Covina. These services include, but are not limited to, city engineering, traffic engineering, grant writing and administration, on-call engineering services, plan and design review, construction support, and assistance with CIP projects.

Some engineering services to highlight from the City's Engineering Division Summary include: preparing plans and specifications including streets, storm drains, sewers, traffic signals, bridges, parks and street lighting; field inspections and assessment district engineering; city mapping; data mapping; maintenance and rehabilitation and more. The

division also oversees the evaluation and improvements of traffic on City streets and the street lighting system.

As **Proposed Project Manager/QAQC Manager, David Woo, PE, ENV SP**🔑, will maintain overall responsibility for direct oversight and quality control for all staff supporting the scope of services defined by the RFP. Below outlines the work to be done and the objective to be accomplished, along with our other proposed team personnel who will be involved in performing these tasks.

City Engineer Services

1. Plan Review and Inspection Services for Public Right-of-Way Encroachment Permits
   - receiving/processing permit applications, performing pre-work/ongoing/completed work inspections, plans and specifications review, correcting and redlining plans, maintaining regular communication with project representatives
2. Maintain Communication Channel between Applicants, Job Superintendents, the Public Works Inspector, and City Engineer and Ensure Continuity of Inspection Services through Project Completion
3. Provide Public Works Inspector for On-Site Presence at City Hall and within the City
   - Encroachment permit requirement: 4 to 5 days a week at approximately 4 hours of work per day
4. Plan Review of Grading, Drainage, and Improvement Plans
   - permit applications, plans and specifications review, correcting and redlining plans, appropriate conditions determination, pick-up and delivery of plans at City Hall, utilizing City's cloud-based software for permit issuance and tracking
5. Plan Review of Submissions for Planning/Zoning Review
   - related document review, major public works issue identification, writing conditions of approval, pick-up and delivery of plans at City Hall, utilize City's permitting software for permit issuance and tracking
6. Review of Project Submissions under the Subdivision Map Act and related West Covina Municipal Code Provisions
   - Application, maps, legal descriptions, deeds, related document review, correcting and redlining plans, writing conditions of approval, pick-up and delivery of documents at City Hall, utilizing City's cloud-based software for project tracking
7. City Engineering Services: attend meetings for stakeholders and Commission and City Council, acting as City Engineer, primary liaison to the Los Angeles County Department of Public Works, document and report review, technical assistance for City staff and field staff
8. Provide single individual dedicated City Engineer to maintain regular on-site presence at City Hall
   - 8 hours a week providing internal/external customer service
9. Provide single individual dedicated Associate Engineer to maintain regular on-site presence at City Hall
   - 24-30 hours a week providing internal/external customer service, project management, construction management, related inspections, and permit application intake/issuance

10. Assist Capital Improvement Project Manager in Project and Contract Management Services
    - Preparation of project plans, bid specifications, and Notice Inviting Bids, pre-bid meetings, respond to bid specifications inquiries, prepare staff reports, monitor labor compliance, prepare contract change orders
11. Assist Capital Improvement Project Manager in Project Management and Manager Consultant Contracts
    - Prepare and distribute RFPs or RFQs, evaluate proposals and conduct interviews, negotiate price and contract terms, prepare staff reports and other documents, direct consultant work, monitor work and progress, review invoices
12. Advice City Staff
    - Grants or funding available for Public Works Projects
13. Assist in Processing Grant Applications/Administration of Awarded Grants
14. Monitor Trends, Legislation, Standard Practices, and Advise the Community Development Director
15. Coordinate, Consult, and Provide Input to other Departments and Agencies
    - Los Angeles County Department of Public Works, Los Angeles County Sheriff's Department, Los Angeles County Fire Department, Building and Safety Services, City's Consultant for NPDES Compliance, and utility providers
16. Prepare, Implement, and Enforce Policies and Procedures
17. Respond to Engineering, Public Works Plan Review, and Inspection Services Emergencies
18. Services Necessary for Administration and Enforcement of the California Public Contract Code, Streets and Highways Code, Subdivision Map Act, West Covina Municipal Code

The City of West Covina is seeking City Engineering Services to supplement City staff and ensure timely, consistent, and professional delivery of public works related engineering functions. This requires a consultant who can act as an extension of City Engineering staff by providing dependable plan review, inspection, permitting, and coordination services for projects within the public right-of-way, as well as support for planning, zoning, subdivision, and capital improvement activities. The City values responsiveness, clear communication with applicants and contractors, and a strong working knowledge of applicable City standards, state codes, and best practices for municipal engineering.

The primary **objective** of the City Engineering Services scope is to ensure efficient, compliant, and high-quality delivery of public works and development-related engineering services. Using experienced personnel with proven municipal processes, AYCE will help the City maintain consistent service levels, minimize project delays, and protect public infrastructure and safety. Additional objectives include improving coordination between City departments and project stakeholders, supporting timely permit issuance and inspections, and assisting the City in managing workload fluctuations while maintaining accountability, transparency, and professional standards.

Traffic Engineering Services

1. Review and Provide Comments on Traffic Impact Studies
2. Review and Provide Comments on Proposed Development Projects
    - Traffic issues: traffic impacts, site access and circulation, and Parking

3. Prepare Conditions of Approval for Contracts
4. Review and Provide Engineering Judgement on Traffic Safety Issues
5. Conduct Traffic Reviews and Prepare Reports with Recommendations for Issues
    - Stop sign warrants, crosswalk installation and removal, traffic calming, speed surveys, accident histories, generic traffic safety and related issues
6. Presentations to the Traffic Committee and City Council
    - Traffic reviews and recommendations
7. Primary Liaison to the Los Angles County Department of Public Works
    - Traffic signal timing and maintenance, striping, signs, and other traffic issues

The City of West Covina is seeking qualified traffic engineering support to assist City staff in reviewing, analyzing, and addressing traffic-related impacts associated with development projects, capital improvements, and ongoing transportation system needs. The City requires a consultant with strong technical expertise and the ability to clearly communicate findings and recommendations to City staff, decision-makers, and external agencies. The City values practical, safety-focused solutions that align with adopted standards while supporting orderly development and efficient circulation throughout the community, which our team can confidently provide, through our subconsultant Fehr & Peers.

The **objective** of the Traffic Engineering Services scope is to enhance public safety, improve traffic operations, and support informed decision-making related to development and transportation projects within the City. Through timely reviews, sound engineering analysis, and clear recommendations, Fehr & Peers will help the City address traffic concerns, mitigate development impacts, and maintain compliance with applicable standards and best practices. The overall goal is to support a safe, efficient, and balanced transportation system while providing responsive service to City staff, applicants, and the community.

On-Call Engineering Services

1. General Consulting and Technical Advice
2. Private Development Application Reviews
3. Infrastructure Design, Construction, and/or Operation
4. Assistance with Capital Improvement Program
5. Reviewing and Clarifying Design Plans, Specifications, and Cost Estimates for City Capital Projects
6. Performing Lead Role in Engineering Review, Coordination and Technical Administration of Assessment Districts and Bond Issue Projects
    - Provide coordinated and cost-effective project
7. Review Private Development Construction Plans, Mapping and Projects for Compliance
    - City adopted design standards, subdivision standards and Building Code and related work
8. Assist in Processing Federal, State, and Regional Permits
9. Assisting with Processing Grant Applications

10. Miscellaneous Engineering Tasks, Feasibility Studies, and Investigations
    - Directed by the Community Development Director and/or Deputy Community Development Director
11. Assist in the New Permit Processing Software (Accela) Conversion Process

The City of West Covina is seeking qualified On-Call Engineering Support to provide flexible, responsive assistance for a wide range of public works, development, and engineering-related needs as directed by the Community Development Director and/or Deputy Community Development Director. AYCE understands these needs and is well positioned to provide these on-call engineering services, offering experienced personnel who can quickly integrate with City staff, adapt to changing priorities, and deliver professional engineering services on an as-needed basis without disruption to ongoing operations. AYCE recognizes that reliability, technical competence, and the ability to respond promptly to time-sensitive assignments are critical to supporting the City's objectives and maintaining consistent service levels.

The **objective** of the On-Call Engineering Services scope is to provide the City with flexible, dependable engineering resources that enhance operational efficiency and support timely completion of projects and tasks. Through responsive service delivery and sound engineering judgment, the consultant will help the City address short-term needs, manage workload fluctuations, and maintain continuity of service. The overall goal is to ensure the City has access to experienced engineering support when needed, allowing City staff to focus on core responsibilities while maintaining high standards of service, compliance, and accountability.

3. Methodology



3. METHODOLOGY

Overview

The City of West Covina is seeking qualified vendors to provide professional municipal engineering services, traffic engineering services, grant writing/application and administration services, project management services, engineering support, permit administration, and plan check services in support of its Capital Improvement Program (CIP) and ongoing infrastructure needs. AYCE Consulting Engineers, Inc., along with our subconsultant Fehr & Peers, are pleased to submit our proposal for **City Engineering Services, Traffic Engineering Services, Engineering Grant Writing and On-Call General Engineering Services** RFP No. 2026-12, in support of the City's Public Works Department, Engineering Division, and Capital Improvement Program (CIP) needs.

On-Call Contracts

- **Calabasas** On-Call Engineering and Construction Management Services
- **Los Angeles** Structural On-Call
- **Los Angeles** TOS No. 2 - 7th Street Improvement Project & TOS No. 13 - Sidewalk Repair Program
- **Caltrans District 5** Roadway On-Call
- **Metro LA28** On-Call
- **Metro** Multimodal Highway Program On-Call
- **RCTD** Structural On-Call
- **SBCTA** On-Call

Our firm has ample experience delivering On-Call services and is well equipped to manage multiple concurrent task orders with the rigor and responsiveness required to successfully execute all assigned tasks. AYCE has reviewed the structure and priorities of the City's Capital Improvement Program and understands the role of the Engineering Division in planning, designing, and delivering engineering, traffic, and lighting services. We understand that the City intends to enter into an On-Call agreement to provide engineering services on an as-needed basis, as described in the RFP. If awarded, this contract will be established for a period of two (2) years, with the option to extend the term for up to three (3) additional years upon mutual written agreement of the City and our firm.

For each Project Task Order (PTO) issued by the City, AYCE will apply a structured, proactive approach to ensure timely and high-quality delivery. Our team is prepared to provide the following services for every PTO:

- ✓ **Initiation and Liaison Establishment:** David Woo will serve as the primary point of contact between the City of West Covina and AYCE Team, ensuring clear and consistent communication and establishing a transparent workflow to aid the City as efficiently as possible.
- ✓ **Team Organization and Resource Allocation:** Staff will be assigned based on the specific needs, scope, and complexity for each PTO received by our firm, ensuring that qualified personnel and resources are in place.
- ✓ **Schedule Development:** Develop a comprehensive PTO written scope of work and schedule that includes milestones, deadlines, and coordination check-ins.
- ✓ **Project Oversight and Direction:** David Woo and Kandice Nguyen will provide hands-on leadership with every member of our team, ensuring alignment with the City's objectives. They are both experienced and licensed professional engineers in the state of California.
- ✓ **Quality Assurance/Quality Control (QA/QC):** QA/QC procedures will be directly communicated to project staff and applied consistently across all task orders to ensure that deliverables meet the City of West Covina standards and expectations.
- ✓ **Ongoing Project Controls and Monitoring:** Track scope, budget, and schedule using project controls to ensure timely and cost-effective delivery

AYCE's approach emphasizes rapid mobilization and scalability that adapts to the City's priorities and deadlines. Our work plan is rooted in responsiveness, transparency, and collaboration. Upon receipt of a PTO, our Project Manager, David Woo, PE, ENV SP, will confirm scope, objectives, and constraints with City staff before assigning the appropriate technical experts. This ensures that resources are tailored to the needs of each task order. We maintain proactive communication protocols allowing us to quickly respond to emerging issues or schedule changes. Through transparent communication with City staff, related agencies, utilities, and the community, we can minimize disruptions, resolve issues promptly, and deliver practical cost-effective solutions for the City of West Covina.

The SR-210 On/Off Ramp Intersections Upgrades Design-Build Project is a strong example of AYCE's ability to maintain schedule, budget, and performance control on complex, multi-jurisdictional projects. The project included the upgrade of 264 curb ramps to current ADA standards, along with full-depth pavement rehabilitation, pavement slope corrections, spandrel reconstruction, and related improvements across 14 stakeholder cities. AYCE's disciplined approach to cost estimating, schedule management, and coordination was critical to the project's success, particularly as the project was initiated during the COVID-19 pandemic and completed in 2025.

Despite the unprecedented uncertainty and evolving constraints, we maintained consistent communication with stakeholders, pro-actively managed risks, and adjusted resources as needed to keep the project moving forward. As a result, the project was delivered on schedule and within budget, demonstrating AYCE's ability to stay on track and provide reliable delivery even under challenging and rapidly changing conditions.

This same structured approach allows AYCE to effectively scale our services to meet the needs of individual municipalities and smaller task-order assignments. For the City of West Covina, AYCE will apply the same proven controls, effective staffing, clear communication, proactive risk management, and efficient use of resources, to deliver responsive and reliable on-call engineering services.

On-Call Engineering Services

AYCE will provide City Engineering, Traffic Engineering, Engineering Grant Writing/ Administration, and On-Call Engineering services by delivering professional engineering support on an as-needed basis, as directed by the City. Services will be provided in response to City requests and performed in compliance with the scope of services detailed in *Section 2. Project Summary,* contract requirements, and applicable standards. For each City directed assignment, AYCE will assign qualified engineering personnel with experience appropriate to the scope and complexity of the work. Staffing and level of effort will be adjusted to support project schedules and City priorities while maintaining continuity and efficiency. Our approach emphasizes clear communication, responsiveness, and coordination with City staff to ensure assignments are completed in a timely and effective manner.

Our team's methodology supports the range of engineering services identified in the RFP, including planning support, plan review, design assistance, permitting, coordination, construction administration, and other engineering tasks as requested by the City. All work will be performed in accordance with City direction and established procedures, with a focus on delivering consistent, high-quality results that support the City's operational and project objectives.

Staff augmentation also plays a key role in advancing the City's CIP by supporting project planning, design, permitting, utility coordination, construction oversight, and funding compliance. The AYCE team is prepared to aid and strengthen the City of West Covina's ability to deliver high-quality public works needs and provide consistent, professional service to residents, stakeholders, and partner agencies.

Civil Engineering Services

Roadway/Street Design: Roadway design is one of our core professional practices. Our roadway/street design services span local streets, arterials, and freeway initiatives, addressing roadway design components such as geometric design, intersection design, pavement design, utility coordination, ADA compliance, and complete streets elements. At AYCE we provide complete design services, from preliminary plans through final PS&E, with careful attention to constructability, local standards, and budget adherence to deliver practical, high-quality results. Our clients range from local municipalities to state departments, demonstrating our broad experience and adaptability across public and private agencies.

Complete Streets: We are committed to creating safe, accessible, and equitable transportation networks that serve all users, motorists, pedestrians, bicyclists, and transit riders. Our proven track record includes the design of accessible complete streets elements such as sidewalks, bike lanes, shared-use paths, crosswalks and pedestrian signals, curb ramps and APS push buttons, street lighting, etc. We understand that these types of projects foster community growth and economic vitality, and AYCE always looks forward to the next opportunity to contribute to the overall wellness of the communities that we serve.

Bicycle and Pedestrian Planning and Design: We remain committed to enhancing mobility, safety, and sustainability in designing infrastructure for pedestrian and bike users. At AYCE, we integrate latest design guidance adhering to AASHTO, FHWA, and Caltrans Design Manuals for the design of our pedestrian and bicycle facilities. Designs have included buffered and protected bike lanes, shared paths, and ADA compliant sidewalks. Our firm has successfully delivered bicycle and pedestrian planning and design services in projects such as the UC Merced Campus 2020 Project, City of Los Angeles Task order 13: Sidewalk Repair Program, and the City of Long Beach Shoreline Drive Realignment Project.

ADA Street and Design Guidelines: AYCE brings a deep expertise in ADA compliance and is well-versed in applying current accessibility standards to public rights-of-way. We have delivered over 500 ADA compliant curb ramp designs and hundreds of miles of sidewalk improvements. In our most recent notable project, the SR-210 On/Off Ramp Intersections Upgrades Design-Build Project, we delivered final design for over 260 curb ramps along the SR-210 freeway on-ramps and off-ramps. AYCE has adopted the core principles of Caltrans DIB 82-06 to ensure thorough compliance with all the latest local requirements. Our team is skilled at evaluating existing conditions, identifying non-compliant elements, and delivering cost-effective accessible solutions.

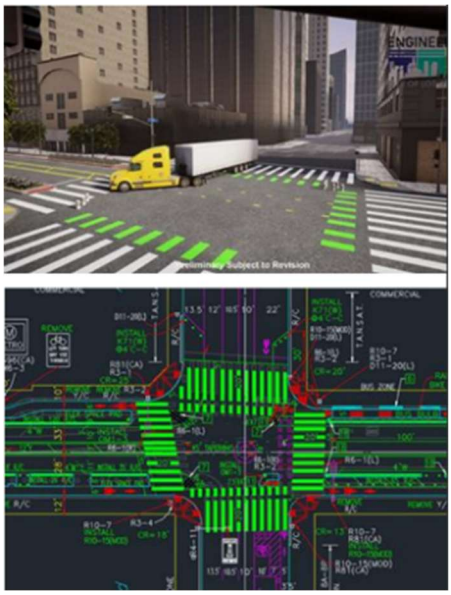
Traffic Engineering: AYCE's subconsultant Fehr & Peers brings deep expertise in traffic engineering. Services they provide include Active Transportation, Advanced Air Mobility, Climate Resilience & Evacuation, Community Engagement & Equity, Complete Streets, Curbside Management, Data Science, Emerging Technologies, Engineering & Design, Freight & Goods Movement, Grant Funding, Land Use & Transportation, Multimodal Operations Analysis, Parking, Public Lands & Recreation, Safe Routes to School, Safe System & Vision Zero, Sports Venues & Special Events, Transit Planning, Transportation Demand Management, Transpo-rtation Economics, Travel Behavior Forecasting,

Visual Storytelling, and VMT Impacts. Elaborated on in *Section 5. Excluded or Subcontracted Services*.

Utility Coordination and Conflict Resolution: Existing utilities pose one of the most common challenges that we encounter in local municipal infrastructure projects. AYCE takes a thorough and comprehensive approach to utility research and coordination to minimize cost delays, change orders, and field conflicts during construction. We begin our utility research by mapping all existing utilities using city record utility maps, field investigations, and coordination meetings with utility owners. When potential conflicts are identified, we recommend potholing early in the design process to verify utility depth and alignment. Our team maintains a strong relationship with local and regional utility providers. Our Lead Project Engineer, Kandice Nguyen, PE, has an extensive background in coordinating with utility owners from working on multi-jurisdictional project such as the SR-210 On/Off Ramp Intersections Upgrades Design-Build Project.

Public Outreach: Interactive Digital Twinning

At an additional cost, AYCE can provide Interactive Digital Twinning (IDT) services that bring projects to life by converting 2D technical design plans into a 3D Virtual Model, to support project coordination, technical review, and decision-making. This approach enhances understanding of complex design elements and provides a practical tool for communicating project intent among City staff, consultants, contractors, reviewing agencies, and the public.



IDT vs 2D Design Plans

This cutting-edge technology will aid in interdisciplinary coordination, constructability reviews, and design evaluations in a virtual environment. Key features include design reviews with clash detection to help identify and resolve conflicts prior to construction, enhanced project management and coordination through detailed virtual visualization of proposed improvements, and remote accessibility that allows project models to be reviewed and interacted with, on various devices. Exploratory viewing modes also allow users to experience proposed designs from multiple perspectives, such as pedestrian, bicycle, and vehicular viewpoints, as appropriate to the project and City needs.

Approach

To ensure consistency and accountability, David and Kandice will implement AYCE's formal project execution process using our standard task authorization framework ensuring efficient delivery. This flexible framework guides the lifecycle of each task order, defining milestones, communication points, and review procedures, while maintaining consistent engagement with City staff throughout all project phases, regardless of the size of the project.

1. Task Order Kickoff and CIP Alignment

At the initiation of each task order, David and key personnel will meet with City of West Covina staff to establish a clear, shared understanding of the City's objectives, how the assignment supports the Capital Improvement Program, and the desired outcomes for project delivery.

The kick-off coordination meeting will define:

- Communication Protocols
- Project Management Procedures
- Schedule and Budget Expectations
- Project-Specific Risk Register Development

2. Develop Work Breakdown

Once project goals and priorities are confirmed, David will assign roles and responsibilities to the project team based on the technical expertise required for the task order, ensuring alignment with City of West Covina standards and expectations. He will develop a tailored Project Management Plan (PMP; elaborated on under Quality Assurance/Quality Control section) informed by the kickoff meeting.

The PMP will define:

- Scope of Work
- Constraints
- Technical Requirements
- Key Milestones
- Budget Adherence
- Stakeholder Engagement Approach

The PMP will be a living document that is refined throughout the project and reviewed with City staff at project initiation and key milestones to confirm alignment before advancing work.

3. Task Order Execution and Ongoing Coordination

Following project initiation and planning, AYCE will proceed with project execution by compiling and reviewing all relevant City of West Covina records, archives, prior studies, and as-built documentation to establish a comprehensive understanding of existing conditions.

This effort will include:

- Engineering Analysis
- Design Development
- Coordination with City Staff and Stakeholders
- Field Verification

By leveraging existing City information and maintaining ongoing coordination throughout design, AYCE ensures that project decisions are informed, technically sound, and aligned with City standards, CIP objectives, and overall project goals.

Foreseen Risks

AYCE's risk management approach is intended to minimize or eliminate unnecessary schedule delays and cost impacts through early identification and proactive management of project risks. Risk management and

issue identification are treated as ongoing priorities throughout project delivery and are supported by prompt action, open and professional communication, and clear assignment and acceptance of risk.

At the outset of each Task Order, David, the project team, and City will develop a project-specific risk register identifying potential risks that could impact scope, schedule, or budget. Each risk will be classified based on its probability and potential magnitude as low, medium, or high, allowing the team and City staff to focus attention on the most critical items.

Based on AYCE's prior experience with public agency projects, we have encountered the following three primary risks:

1. Scope Creep

Scope creep can be managed by **clearly defining project objectives, assumptions, and deliverables** during task order initiation and documenting them in the PMP.

2. Stakeholder and City Council Coordination

Risks related to stakeholder engagement and City Council coordination are addressed **through early identification of decision points, proactive communication**, and **close coordination** with City staff to ensure technical information and project impacts are clearly understood.

3. Concurrence from Different Departments within the City

Risks associated with coordination between multiple City departments are mitigated by **identifying required reviews early, confirming expectations**, and **maintaining ongoing coordination** through project execution.

David will develop and maintain the risk register from project initiation and will review it periodically with key City staff and stakeholders. Kandice and the project team will assess each identified risk by evaluating its probability and potential consequences and will implement appropriate mitigation strategies to track, manage, and resolve risks as the project progresses.

Project Controls

AYCE employs scalable project control tools and management practices tailored to the size, scope, and complexity of each Task Order. These tools provide our Proposed Project Manager/QAQC Manager, David Woo, PE, ENV SP, with real-time visibility into project costs, schedules, quality metrics, and potential risks, allowing proactive project management and timely corrective action.

Project Management Plan

For each task order, David will establish a tailored Project Management Plan (PMP) to communicate the scope of work, constraints, and technical requirements. The PMP will include key milestones,

coordination strategies, stakeholder engagement, and risk register development to help mitigate potential challenges and allocate the right resources to meet project goals.

AYCE integrates cloud-based collaboration platforms such as Bluebeam Studio to streamline review processes. These tools enable real-time markups and centralize document access for the City and reviewers. Our team utilizes these tools to help shorten review cycles, minimize delays and help track submittals and approvals. AYCE will submit progress reports to the City's Project Manager in accordance with our formal Quality Assurance/Quality Control (QA/QC) Process which will be implemented to deliver high quality deliverables, and other professional engineering and staff augmentation services for the City of West Covina.

Integrated Scheduling, Prioritization, and Change Management

AYCE utilizes Primavera for complex, multi-phase task orders and Microsoft Project for simpler assignments to create a detailed matrix of schedules with clearly defined milestones, roles, and deliverables. Our key personnel will identify areas of potential conflict and develop consensus on prioritization and sequencing of all project elements. As part of our Project Execution Plan, we will focus on developing an approach that balances schedule goals with any change that may occur during the project delivery, through real-time budget tracking, change management documentation, and variance analysis, allowing for timely adjustments and fiscal responsibility throughout project execution.

Task Order contracts will have changes in scope, schedule, or in other activities that were not anticipated during startup. It has been our experience that changes, whether positive or negative, must be addressed as they occur, and an appropriate course of action be developed in coordination with the City. During the delivery of our projects, we have encountered numerous challenges due to changes in direction, scope, and requests for additional data. The AYCE team proactively manages these changes as they occur and delivers the final product without impacting the overall schedule and budget by being flexible in delivery, and responsive to changing project demands. David will maintain the change management log to ensure the project team and delivery methodology remain up to date, documenting each change and the corresponding approach. Another tool David will use to help minimize change is the decision log. The decision log will be presented at each meeting to remind team members of previous decisions made on the project, and to help keep the project team going forward rather than changing direction during the project development, which will promote valuable savings in cost and time.

Funding Needs

AYCE can help the City of West Covina address project funding needs by ensuring full compliance with federal, state, and grant related financial and administrative requirements. AYCE meets all **Federal Acquisition Regulation Part 31** (FAR 31) requirements for accounting, documentation, and cost-tracking procedures and is fully compliant with the State of California Indirect Cost Rate (ICR) requirements. Our accounting structure, cost practices, and timekeeping procedures support the preparation, submission, and application of an approved ICR for use on state and federally funded projects. This compliance allows the City to confidently utilize AYCE on projects involving

federal funding sources, while maintaining adherence to audit, reporting, and reimbursement standards.

In addition, AYCE supports the City throughout the funding lifecycle by assisting with grant eligibility documentation, cost justification, funding compliance tracking, and coordination with funding agencies. Our familiarity with federal and state funding requirements reduces administrative burden, minimizes reimbursement risk, and helps position projects for successful funding

Quality Assurance/Quality Control (QA/QC)

To ensure quality and accountability across all task orders, AYCE applies a structured QA/QC process. All deliverables are thoroughly reviewed by senior staff for technical accuracy, constructability, and regulatory compliance prior to submission, helping to minimize revisions and avoid unnecessary delays. We value clear communication and proactive coordination, and we work closely with City staff and stakeholders to deliver solutions that are not only technically sound but also aligned with community needs and expectations. With a strong understanding of public agency processes and a commitment to quality and accountability, AYCE is prepared to support the City of West Covina across a diverse range of task orders. Our QA/QC process is embedded into every phase of work.

Our Quality Management System (QMS) focuses on policies and procedures that ensure that project deliverables are checked, complete, error-free, and in conformance with the defined standards and criteria. Our philosophy engages each member of the team to ensure the structured processes produce the desired outcome. David, our Project Manager and QA/QC Manager will initiate a program of surveillance and audits prior to each deliverable to verify that the team has effectively developed, documented and implemented all applicable elements of the QMS in accordance with the specified requirements. This audit information will be provided to the city as verification of our Quality Management System.

Key Elements of our QMS:

- Production quality control reviews
- Over-the-shoulder reviews
- Periodic and milestone reviews
- Interdisciplinary reviews
- Constructability reviews

All deliverables undergo internal peer reviews by experienced senior staff to ensure accuracy, compliance with applicable codes, and adherence to City standards. AYCE requires all subconsultants to adhere to its quality control processes. As the prime consultant, AYCE will be responsible for ensuring quality of all deliverables provided to the City of West Covina, as our QMS places the final responsibility for implementation on the QAQC Manager for final review, reducing rework, improving clarity, and streamlining review cycles.

Discipline Review

- Perform By Team Lead
- **Goal:** To validate all engineering components - Calculations, Basic of Design, Studies, Report

Interdiscipline Review

- Performed by Project Manager and Key Personnel
- **Goal:** To provide consistency among disciplines

Independent Review

- Performed by Technical Experts and Constructability Team
- **Goal:** Confirm constructability and reduce claims potential

Quality Assurance

- Performed by Quality Manager
- **Goal:** Close out comments, Quality Control Documentation, Checklist, Audit

AYCE Quality Management Plan

AYCE requires that all team members, including subconsultants, participate in our quality control training sessions prior to working on any task order. The training highlights everything pertaining to the QA/QC process and procedures, deliverables, reporting, sample QC plans, checklists, documentation, and file structure.

For each deliverable, the project lead performs an initial review to verify design accuracy and compliance with applicable standards. The designer then addresses the redline comments; complete items are circled in green to confirm incorporation, while items requiring clarification or justification are marked with blue comments to document rationale.

An independent reviewer will then conduct a back-check to confirm that all comments have been properly addressed. Verified comments are highlighted in yellow to confirm that the comment was properly implemented and unresolved items are returned to the designer for correction. Our QA/QC Manager, David, will perform a final review to confirm that all comments have been addressed and that deliverables prepared under City Engineering, Traffic Engineering, Engineering Grant Writing/ Administration, and On-Call General Engineering Services meet AYCE's quality standards and the City's expectations.

5. Excluded or Subcontracted Services



5. EXCLUDED OR SUBCONTRACTED SERVICES

The AYCE team has no excluded services and is proposing on all items described in the scope of work, with the support of one subconsultant, Fehr & Peers, providing traffic engineering services.

Subcontracted Service: Traffic Engineering

Fehr & Peers

Organization
Fehr & Peers
100 Oceangate, Suite 1425
Long Beach, CA 90802

Representative
John Muggridge, AICP
Principal
J.Muggridge@fehrandpeers.com
(213) 261-3064

Fehr & Peers (F&P) has been providing on-call traffic and transportation engineering services since our founding in 1985. We continue to serve as trusted advisors in an on-call capacity to cities and agencies throughout the country, performing a variety of services such as signal timing, traffic signal design, signing and striping plans, traffic calming plans, developmental review, traffic impact analyses, grant research and writing, roadway planning and design, multimodal safety planning, and much more. On-calls have allowed Fehr & Peers to remain nimble to the communities on-going needs and have become an excellent venue to exemplify our ability to do "sprint" task orders that deliver high quality projects on short schedules.

Fehr & Peers' team structure is designed to be flexible and adaptable, ensuring that they can provide the right staff at the right time. They have dedicated resources allocated for core positions and with a robust bench of experts, Fehr & Peers can ensure team continuity throughout contract duration. Recognizing that staff needs can evolve, Fehr & Peers remains prepared to adjust proactively.

Fehr & Peers has unique expertise in providing traffic engineering services from early conceptual design through construction documents and field implementation. We have extensive experience in traffic signal design, signing and striping design, and street lighting design. We integrate our design and construction experience with our knowledge of planning and operations to provide clients with a unique combination of creative, yet practical solutions that address the needs of all travel modes. This comprehensive approach to transportation engineering is an obvious benefit to clients looking to make cost-effective decisions and develop biddable projects with minimal questions during construction. Our transportation engineering services range from Conceptual Engineering to Plans, Specifications, and Estimates (PS&E) to Construction Support.

One of our main goals is providing innovative technical solutions that complement each community's values in order to plan for sustainable developments that will thrive long-term. With tailored projects to suit each community we serve, we endeavor to minimize the impact of development on the environment through smart transportation and urban design. An important part of this philosophy is collaborating with communities and our clients to create these customized solutions.



6. List of Similar Services Completed



6. LIST OF SIMILAR SERVICES COMPLETED

Firm Qualifications

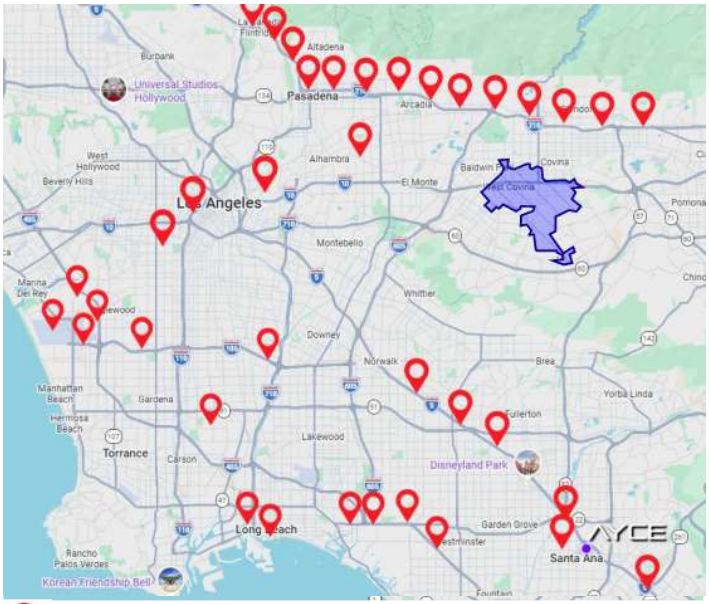
AYCE Consulting Engineers, Inc. (AYCE) was founded by senior professionals with deep expertise in engineering support, grant writing/application and administration services, project management services, municipal engineering services, permit administration, and plan check. AYCE was established to meet the specific and evolving needs of local agencies throughout Southern California, by providing efficient, context-sensitive design solutions rooted in technical rigor and constructability and has provided services in over 27 cities.

Municipal Clients

- Anaheim
- Arcadia
- Azusa
- Calabasas
- Carson
- Citrus
- Claremont
- Corona
- Costa Mesa
- Duarte
- Glendale
- Glendora
- Irwindale
- La Verne
- La Cañada Flintridge
- La Crescenta Montrose
- Long Beach
- Los Angeles
- Menifee
- Monrovia
- Ontario
- Pasadena
- Santa Ana
- San Dimas
- Seal Beach
- Upland
- Westminster

Our two founders and proposed project leadership team includes **David Woo, PE, ENV SP** (Project Manager/QAQC Manager) and **Kandice Nguyen, PE** (Deputy Project Manager/Lead Project Engineer), both registered professional engineers in the State of California, remain directly engaged in project delivery, ensuring every assignment benefits from senior-level engineering leadership. Collectively, they have delivered more than 50 roadway and highway improvement projects, including multimodal corridor enhancements, geometric design, lane additions and ramp improvements, ADA accessibility upgrades, traffic handling plans, drainage and utility design, staging and phasing strategies, and bid-ready construction document packages.

Our Expertise



AYCE Project Locations **City of West Covina**

AYCE brings extensive experience planning, designing, and supporting construction for arterial and residential streets, corridors, intersections, and special street projects across Southern California. Through this work, we have developed our own systematic framework for approaching ADA curb ramp design, and while street design is our bread and butter, we have refined our approach to tailor services to the specific requirements of each municipality we serve including supplementing staff personnel. Currently, AYCE is under contract with the Cities of Carson, Calabasas, and Costa Mesa, but our key personnel David Woo, PE, ENV SP and Kandice Nguyen, PE, will remain **75% available** throughout the duration of this contract. Led by David Woo, PE, ENV SP and Kandice Nguyen, PE, our integrated team can deliver **all** services listed under the Scope of Services for **City Engineering Services, Traffic Engineering Services, Engineering Grant Writing/Administration Services, and On-Call General Engineering Services.**

Key Personnel and Staffing

AYCE maintains a trusting and collaborative relationship with our subconsultant, Fehr & Peers, enabling seamless coordination across disciplines. Disciplined project controls, a robust QAQC plan, and proactive stakeholder coordination allow AYCE to consistently deliver high-quality City ready design solutions on schedule and within budget.

AYCE acknowledges and accepts all terms and conditions contained in this RFP and all exhibits and attachments hereto.

Each Task Order issued will be staffed with a consistent and clearly defined management structure. David Woo, PE, ENV SP, will serve as the Project Manager and will be responsible for overall project oversight, communication, schedule, and budget control. Kandice Nguyen, PE, our Deputy Project Manager/Lead Project Engineer, will oversee day-to-day technical execution. Staff engineers assigned to the project will report to Kandice Nguyen and will be responsible for preparing design deliverables and providing technical support as required. This structure ensures efficient communication, accountability, and continuity throughout the duration of the Task Order.

Proposed Personnel & Project Roles	Education	Expertise & Experience	Relevant Projects	Availability
David Woo, PE, ENV SP 🔑 **(AYCE Principal)** **Office:** AYCE Santa Ana, CA **Role:** Project Manager/ QAQC Manager	**M.S.**, Civil Engineering, UC Irvine, 1994 **B.S.**, Civil Engineering, UC Irvine, 1990	Civil Engineering, Quality Control, Project Management, Construction Management **With AYCE**: 11 **Overall**: 37	• Calabasas, On-Call Engineering & Construction Management • Carson, University Drive Street Improvements • Costa Mesa, Newport Blvd. Frontage Road Rehabilitation • CoLA, Bureau of Engineering On-Call • SR-210 On/Off Ramp Intersections Upgrades Design-Build • I-405 Corridor Improvement Design Build	75%
Kandice Nguyen, PE 🔑 **(AYCE Principal)** **Office:** AYCE Santa Ana, CA **Role:** Deputy Project Manager/Lead Project Engineer	**B.S.**, Civil Engineering, Cal Poly Pomona, 2008	Civil Engineering, Construction Management **With AYCE:** 11 **Overall:** 19	• Calabasas, On-Call Engineering & Construction Management • Carson, University Drive Street Improvements • Costa Mesa, Newport Blvd. Frontage Road Rehabilitation • CoLA, Bureau of Engineering On-Call • SR-210 On/Off Ramp Intersections Upgrades Design-Build • I-405 Corridor Improvement Design Build • LAWA RUE	75%
Grace Kim, PE 🔑 **Office:** AYCE Santa Ana, CA **Role:** Funding and Grants Support Lead	**B.S.**, Civil Engineering, Cal State Long Beach, 1999	Civil Engineering, Construction Management **With AYCE:** 1 **Overall:** 26	• I-405 Bike Trails • SR-133 Grade Separation & Marine Way • I-5 Managed Lanes Project	75%

Proposed Personnel & Project Roles	Education	Expertise & Experience	Relevant Projects	Availability
John Muggridge, AICP 🔑 **Office:** Fehr & Peers Long Beach, CA **Role:** Traffic Engineer Task Lead	**M.S.,** Transportation Planning and Engineering, University of Leeds **B.E.,** Mechanical and Process Engineering, University of Sheffield	Traffic Engineering **With F&P:** 24 **Overall:** 28	• Pasadena, General Plan EIR • Pasadena, Traffic Fee Program Update • Burbank, San Fernando Blvd. Reconfiguration	25%
Alexander Lee, EIT **Office:** AYCE Santa Ana, CA **Role:** Project Engineer II	**B.S.**, Civil Engineering, UC Irvine, 2022	Civil Engineering **With AYCE:** 2 **Overall:** 3	• Carson, University Drive Street Improvement • Costa Mesa, Newport Blvd. Frontage Road Rehabilitation • SR-210 On/Off Ramp Intersections Upgrades Design-Build • I-105 Express Lane Segment 1 PS&E • CoLA, Bureau of Engineering On-Call	75%
Christian Ramos, EIT **Office:** AYCE Santa Ana, CA **Role:** Project Engineer II	**B.S.**, Civil Engineering, UC Irvine, 2023	Civil Engineering **With AYCE:** 2 **Overall:** 2	• Carson, University Drive Street Improvement • Costa Mesa, Newport Blvd. Frontage Road Rehabilitation • SR-210 On/Off Ramp Intersections Upgrades Design-Build Build • I-105 Express Lane Segment 1 PS&E • CoLA, Bureau of Engineering On-Call	75%
Joshua Woo, EIT **Office:** AYCE Santa Ana, CA **Role:** Project Engineer II	**B.S.**, Civil Engineering, UC Los Angeles, 2024	Civil Engineering **With AYCE:** 1 **Overall:** 1	• Carson, University Drive Street Improvement • Costa Mesa, Newport Blvd. Frontage Road Rehabilitation • SR-210 On/Off Ramp Intersections Upgrades Design-Build Build	75%
Sophia Yamashita, EIT **Office:** AYCE Santa Ana, CA **Role:** Project Engineer II	**B.S.**, Computer Engineering and Computer Science, Univ. of Southern California, 2024	Civil Engineering **With AYCE:** 1 **Overall:** 1	• Carson, University Drive Street Improvement • Costa Mesa, Newport Blvd. Frontage Road Rehabilitation • SR-210 On/Off Ramp Intersections Upgrades Design-Build	75%

Project Manager



David Woo, PE, ENV SP | AYCE Consulting Engineers, Inc.
Project Manager/QAQC Manager

AYCE Consulting Engineers, Inc. is pleased to identify David Woo, PE, ENV SP, as the Project Manager/QAQC Manager, and Primary Contact for the City of West Covina. With over 37 years of experience managing and delivering municipal and regional infrastructure projects, David is committed to leading and supporting the delivery of city engineering, traffic engineering, grant writing/ administration, and on-call general engineering services. His experience working with municipal clients gives him a deep understanding of expectations, permitting processes, and community impact considerations. His

hands-on approach and deep technical knowledge make him exceptionally qualified to manage tasks and projects issued by the City of West Covina.

David served as the Program Contract Manager for SBCTA on the SR-210 Freeway PS&E Final Design (Segments 2, 10, and 11) from 1998 to 2000, where he coordinated with Caltrans, SANBAG, Fluor, and local agencies. His role included developing schedules and matrices, managing consultant performance, reviewing invoices, and ensuring project deliverables remained on time and within budget.

In his role as Project Manager for the SR-210 On/Off Ramp Intersections Upgrades Design-Build and I-405 Corridor Improvement Project, David led ADA-compliant curb ramp upgrades, including full-depth pavement replacement, value engineering, and construction support, relevant to the ADA enhancements and pavement rehabilitation required for this contract. David conducted quality assurance/quality control checks of all deliveries stemming from the projects' ADA focused pedestrian improvements across multiple cities, showcasing his ability to manage complex, multi-jurisdictional urban corridor projects. David's dedication and experience will ensure high quality professional civil engineering and construction management services for the duration of this on-call contract.

Industry Expertise

37+ years of experience designing and planning roadway infrastructure projects

Project Development Process: Well versed in full project development life cycle, from initiation to construction and bid support

Leadership Style: Hands-on Approach, Clear Communication, Pro-Active Problem Solving, Ensures Quality Control, Schedule Adherence, Effective Stakeholder Communication

Technical Expertise: Complete Streets, Pavement Engineering, ADA Compliant Design, Transportation/Traffic Engineering, Roadway Rehabilitation, Construction Management, Inter-Agency Coordination, Interactive Digital Twinning

Grant Administration & Compliance Expertise

David Woo has supported statewide transportation funding initiatives through his leadership involvement with ACEC, including engagement during the development and implementation of **SB-1**, the Road Repair and Accountability Act of 2017, principally sponsored by Senator Jim Beall.

SB-1 established dedicated revenue streams for Local Streets & Roads (LSR), State of Good Repair (SGR), and related transportation programs, with strict accountability and reporting mandates under RMRA guidelines.

His familiarity with SB 1 Local Streets & Roads (LSR) and RMRA accountability requirements provides a strong foundation for disciplined grant processing and administration, including annual project list coordination, eligibility verification, reimbursement tracking, reporting compliance, and audit-ready documentation. This experience positions AYCE to ensure SB 1 funds are properly managed, transparent, and fully compliant with Caltrans oversight requirements.

Key Personnel Qualifications

Kandice Nguyen, PE | AYCE Consulting Engineers, Inc.

Deputy Project Manager/Lead Project Engineer



Kandice brings a wealth of experience in designing complex urban infrastructure projects with a focus on roadway resurfacing and pavement rehabilitation, ADA compliance and pedestrian safety enhancements, and multi-agency coordination. Kandice worked as the Lead Design Engineer

for the SR-210 On/Off Ramp Intersections Upgrades Design-Build and the I-405 Corridor Improvement Project. Design services included ADA curb ramps, street lighting and pedestrian safety enhancements, pavement striping and signing, and more. All services were provided in-house with Kandice's full supervision for a total of 264 ramp intersections along a 42-mile corridor and managed roadway design delivery and coordination among stakeholders, supporting inter-agency coordination and technical advisory involving major utility and roadway infrastructure development. Kandice's proven work in delivering large-scale corridor improvements, enhanced accessibility, and stakeholder coordination will be instrumental in meeting the City's goals.



Grace Kim, PE | AYCE Consulting Engineers, Inc.

Funding and Grant Support Lead

Grace brings over 25 years of expertise managing high-profile transportation projects involving roadway reconstruction, multimodal integration, and interagency coordination. Her extensive background with Caltrans equips her with strategic oversight through all phases of complex infrastructure delivery and equips our team to strategically align project designs with grant program goals and requirements. As Senior Project Manager for Caltrans' first toll lane initiative, Grace oversaw planning and stakeholder engagement for a $1.4 billion regional managed lanes network, demonstrating her ability to manage large budgets, complex design phases, and collaborative public outreach. Grace's technical expertise developed from over two decades of work in the industry is key to meeting the City's goals for improved corridor conditions, ADA accessibility, and safe multimodal use.



John Muggridge, AICP | Fehr & Peers

Traffic Engineering Task Lead

John is a principal, senior market leader, and skilled project manager with over 28 years of experience in transportation planning and engineering. John serves as a trusted consultant to private clients and public agencies across southern California and Hawaii. John's skillset spans a variety of multi-disciplinary transportation planning and research topics, including travel demand modeling, parking studies, environmental and CEQA services, and multimodal planning. He frequently manages complex projects and has retained relationships with key clients for a number of decades, due to the expertise and quality he provides.

Organizational Chart

LEGEND

1 AYCE

2 Fehr & Peers

Key Personnel

City of West Covina



Project Manager/QAQC Manager

David Woo, PE, ENV SP[1]

Deputy Project Manager/ Lead Project Engineer

Kandice Nguyen, PE[1]



Engineer Services

David Woo, PE, ENV SP[1]
Project Manager

Kandice Nguyen, PE[1]
Deputy Project Manager

Grace Kim, PE[1]
Funding and Grant Support Lead

Alexander Lee, EIT[1]
Project Engineer II

Christian Ramos, EIT[1]
Project Engineer II

Traffic Engineering

John Muggridge, AICP[2]
Traffic Engineering Task Lead

Grant Writing/Administration Services

Grace Kim, PE[1]
Task Lead

David Woo, PE, ENV SP[1]
Project Manager

Kandice Nguyen, PE[1]
Deputy Project Manager

On-Call General Engineering Services

Kandice Nguyen, PE[1]
Task Lead

Alexander Lee, EIT[1]
Project Engineer II

Christian Ramos, EIT[1]
Project Engineer II

Joshua Woo, EIT[1]
Project Engineer I

Sophia Yamashita, EIT[1]
Project Engineer I

List of Similar Services Completed

University Drive Street Improvements Project

City of Carson, CA | 2025-Ongoing

Cost of Construction: $4 Million



Project Description: The City of Carson contracted AYCE to provide **complete PS&E services** for a significant **street improvement project along a 1.8-mile segment of University Drive** between Avalon Boulevard and Wilmington Avenue. Professional engineering design services are in conformance with Caltrans LAPM requirements. The project aims to improve the safety, accessibility, and mobility for all users by restoring pavement conditions, upgrading sidewalk deficiencies, and delivering ADA-compliant pedestrian infrastructure throughout the corridor.

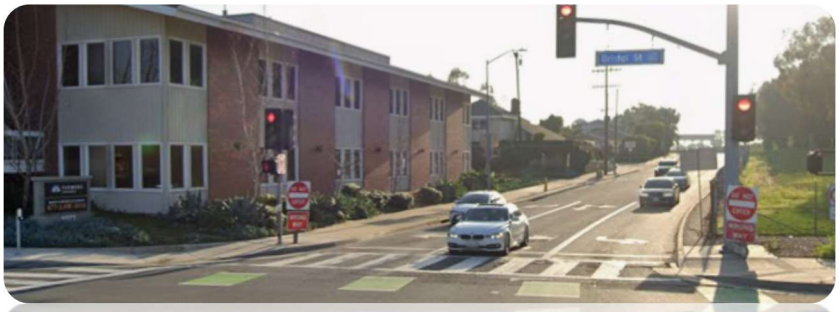
Key improvements include street rehabilitation, ADA-compliant curb ramp and driveway upgrades, and raised median and sidewalk restoration. Scope also encompasses interagency coordination with City departments and utility providers. Throughout design and construction, AYCE is providing active project and construction management to ensure compliance, cost control, and timely delivery. **David Woo, PE, ENV SP** is the acting **Project Manager/QAQC Manager** and **Kandice Nguyen, PE** as the **Lead Civil Engineer.**

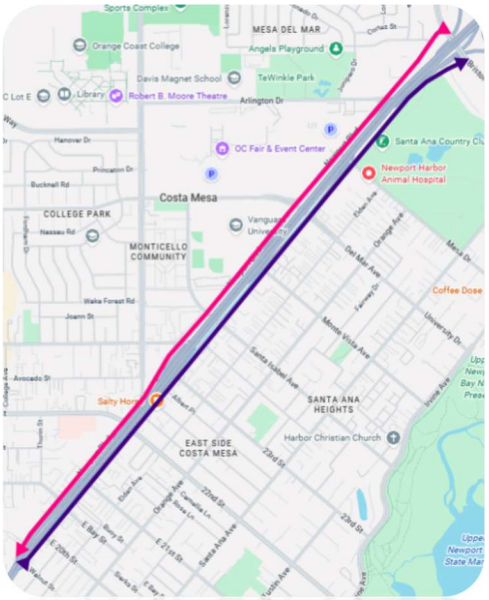
Client: City of Carson
Project Manager: David Woo, PE, ENV SP | AYCE
Size of Project: 1.8 Miles of Pavement Rehabilitation

Newport Blvd. Frontage Road Rehabilitation Project

Costa Mesa, CA | 2025-Ongoing

Cost of Construction: $60 Million





Project Description: The City of Costa Mesa Newport Boulevard Frontage Road Rehabilitation Project (19th St. to Bristol St.) was issued to improve accessibility and overall multimodal connectivity on a key city corridor. The project requires full professional civil engineering design services for a final PS&E package. Design services included **comprehensive AC pavement rehabilitation, ADA-compliant parkway upgrades, storm drain evaluation and improvements, signing & striping, landscape and irrigation enhancements, and other complete streets elements.**

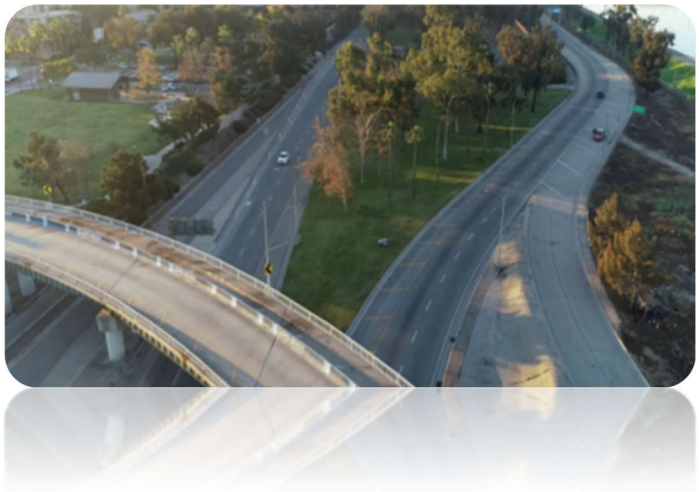
The project was initially advanced to the 95% design stage by another consultant. However, due to significant design compliance issues, AYCE was contracted by the City of Costa Mesa to assume completion of the project by thoroughly evaluating and addressing ADA deficiencies from the prior design process. **David Woo, PE, ENV SP** is serving as the **Project Manager/QAQC Manager** and **Kandice Nguyen, PE** is the **Lead Civil Engineer.** The scope included base mapping and drafting services for the redesign of ADA infrastructure such as curb ramps, sidewalk, curb and gutter, and driveways in City jurisdiction.

Client: City of Costa Mesa
Project Manager: David Woo, PE, ENV SP | AYCE
Size of Project: 2.4 Miles

Shoreline Drive Realignment Project

Long Beach, CA | 2020-2022

Cost of Construction: $60 Million





Project Description: The Shoreline Drive Realignment project improvements provide more **efficient access to the I-710 corridor, improved connectivity to the downtown and waterfront areas, more contiguous park space, and better connectivity between recreational areas** such as Cesar E. Chavez Park and the Drake/Chavez Soccer Fields. The project facilitates and encourages active transportation modes by **adding Class I Bike/Ped Paths and connectivity to the LARIO trail system along the LA River.**

Proposed improvements include: realigning northbound (NB) Shoreline Drive with southbound (SB) Shoreline Drive including, south of Ocean Blvd., shifting the alignment so both NB and SB lanes fit under the existing SB span of the existing Ocean Blvd. Overcrossing; reconstructing Broadway from Shoreline to Maine including the demolition of the existing bridge spanning Broadway over existing NB Shoreline Drive; constructing Class I Bike Paths; relocating City of Long Beach stormwater pump station; lowering Golden Shore Street to form an at-grade signalized intersection with Shoreline Drive.

As Roadway Design Subconsultant to GHD, **David Woo, PE, ENV SP** and **Kandice Nguyen, PE** acted as **Roadway Design Engineers**, designing Shoreline Drive using Caltrans standards and Golden Shore Street using AASHTO standards.

Client: City of Long Beach
Project Manager: David Woo, PE, ENV SP | AYCE
Size of Project: 4 Miles

ADA Curb Ramp Upgrades at On/Off Ramp Intersections along SR-210

Los Angeles County, CA | 2021-2025

Cost of Construction: $27 Million



Project Description: AYCE Consulting Engineers served as the **lead design firm** for the Caltrans District 7 ADA Curb Ramp Upgrades at On/Off Ramp Intersections along SR-210 Project, a landmark design-build pilot program improving accessibility along **42 miles of SR-210 at on/off ramp locations**, extending through the entire Los Angeles County. All design services were provided in-house at AYCE. The project upgraded and reconstructed 264 ADA-compliant ramps, accessible pedestrian signals (APS), pull boxes, and signal poles across 14 jurisdictions, from Sunland Boulevard to San Bernardino County Line. Delivered under the SHOPP ADA program, the effort required extensive roadway, traffic, utility, and signal coordination with cities, utilities, Caltrans Structures, and FHWA.

Under the design-build framework led by **David Woo, PE, ENV SP** as **Project Manager** and **Kandice Nguyen, PE** as **Lead Project Engineer**, AYCE accelerated design development, standardized ADA upgrade layouts, and provided rapid response engineering support that helped reduce delivery time by an estimated 18 months compared to traditional design-bid-build. AYCE also prepared Design Standard Decisions Documents, supported permitting, led corridor-wide ADA geometry and cross-slope evaluations, and provided QA/QC consistency under Caltrans' CEM-5773 inspection standards.

This project now serves as a benchmark for future multi-jurisdiction ADA corridor improvements within Caltrans District 7, demonstrating AYCE's ability to deliver large-scale ADA, roadway, and pedestrian accessibility programs with technical precision, efficient coordination, and construction-ready solutions.

Client: Caltrans District 7

Project Manager: David Woo, PE, ENV SP | AYCE

Size of Project: 42 Miles of SR-210 at On/Off Ramp Locations

OCTA I-405 Managed Lanes Widening Design-Build Project

Orange County, CA | 2020-2022

Cost of Construction: $1.2 Billion



Project Description: Orange County Transportation Authority, in partnership with Caltrans District 12, have widened the I-405 for 16 miles between SR-73 and I-605 through six corridor cities. Our roadway scope includes **reconstruction of Edwards St., Westminster Blvd., Springdale St., Bolsa, Chica Rd., and Seal Beach Blvd. over the freeway**; **curb ramps and sidewalk**; **drainage and traffic signals**. Construction was completed in 2023 on schedule and on budget.

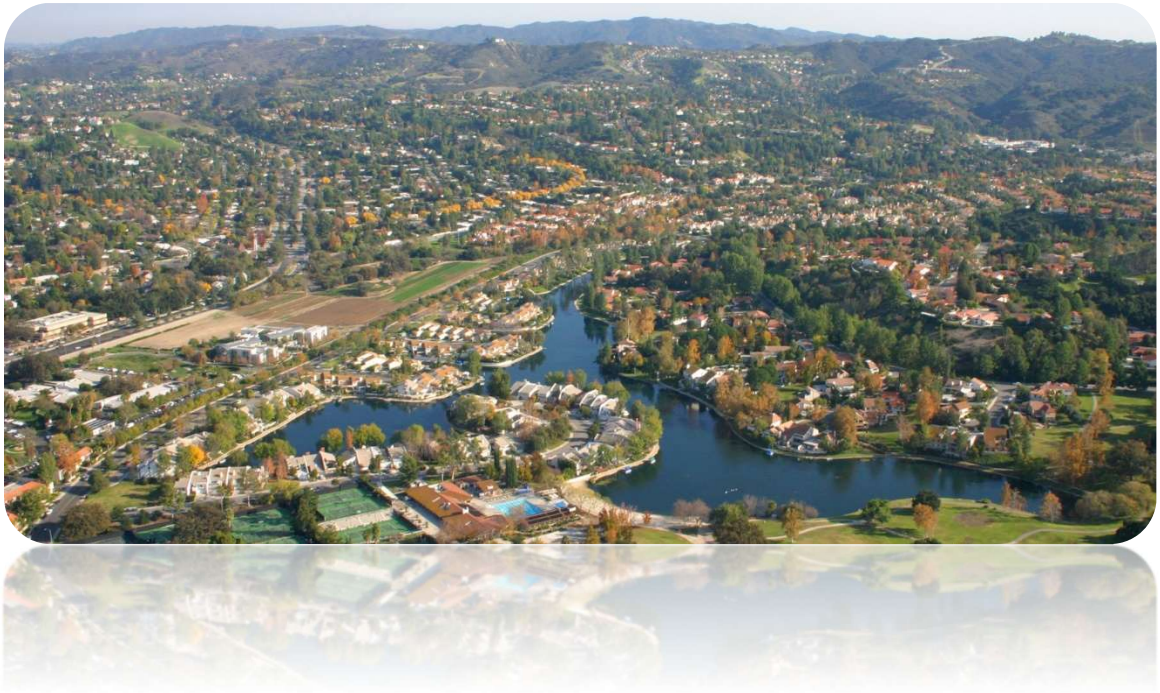
AYCE served as part of the design and quality leadership team on this major regional effort. **Kandice Nguyen, PE, Principal Engineer, led roadway design** for the Segment 3 roadway packages as a subconsultant to Arup, coordinating closely with OCTA, Caltrans, the City of Westminster, and the City of Seal Beach. **David Woo, PE, Principal Engineer**, served as the ***All Segment Project Design Quality Validation Engineer*** throughout design and construction, ensuring compliance with OCTA/Caltrans standards, technical accuracy, and constructability across project deliverables.

Client: OCTA/Caltrans District 12
Project Manager: David Woo, PE, ENV SP | AYCE
Size of Project: 16 Mile-Long Corridor between SR-73-I-605

On-Call Engineering & Construction Management

Calabasas, CA | 2025-Ongoing

Cost of Construction: N/A



Project Description: On-call **professional engineering and construction management services in support of its Capital Improvement Program** (CIP) and **ongoing infrastructure needs**. AYCE's role is to provide the City with reliable, high-quality professional services on an as-needed basis. The duration of this contract will be for an initial term of 5 years with the City option of doing 2-year renewals for a maximum potential term of 9 years. Task orders may vary from small scale improvements, ADA infrastructure upgrades, to full PS&E preparation and the construction management of major City CIP projects. Our approach is built on flexibility, responsiveness, and collaboration to ensure that each assignment, regardless of size or complexity, is delivered on time, within budget, and in compliance with the City's standards.

David Woo, PE, ENV SP and **Kandice Nguyen, PE** are the **Roadway Design Engineers** and **Grace Kim, PE's** role is for **Permit and Agency Approval**.

Client: City of Calabasas

Project Manager: Jay Dinkins | City of Calabasas Deputy Public Works Director

Size of Project: As-Needed Services

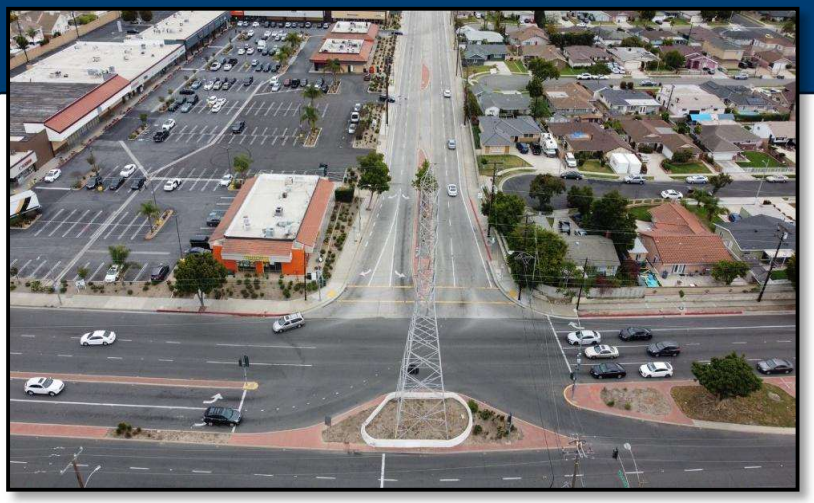
7. References



7. REFERENCES

University Drive Street Improvements Project

City of Carson, CA



CLIENT
City of Carson

CONTACT
Victor Lopez, PE
Project Manager
701 E Carson St.,
Carson, CA 90745
Email:
vlopez@carsonca.gov
Cell: (310) 952-1761

KEY STAFF
- David Woo, PE, ENV SP: Project Manager/ QAQC
- Kandice Nguyen, PE: Lead Civil Engineer
- Alexander Lee, EIT: Project Engineer
- Christian Ramos, EIT: Project Engineer

TIMELINE
10/2025 - Current

PROJECT COST
$4 Million

PROJECT DESCRIPTION:
The City of Carson initiated the University Drive Street Improvement project to **rehabilitate and modernize a 1.8-mile segment of University Drive** between Avalon Boulevard and Wilmington Avenue. This east-west arterial serves key destinations including California State University Dominguez Hills, Dignity Health Sports Park, and surrounding neighborhoods and businesses. The goal of the project is to restore pavement condition, close sidewalk gaps, and bring pedestrian facilities into ADA compliance.

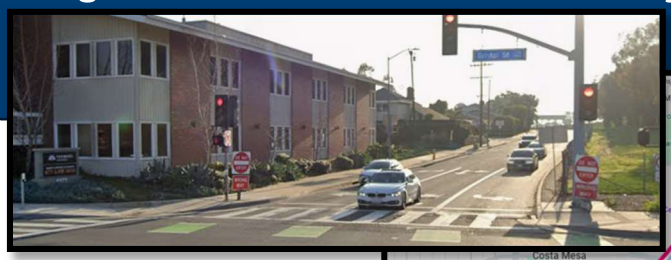
AYCE is currently providing **full design services** for this federally funded project in compliance with Caltrans LAPM procedures.

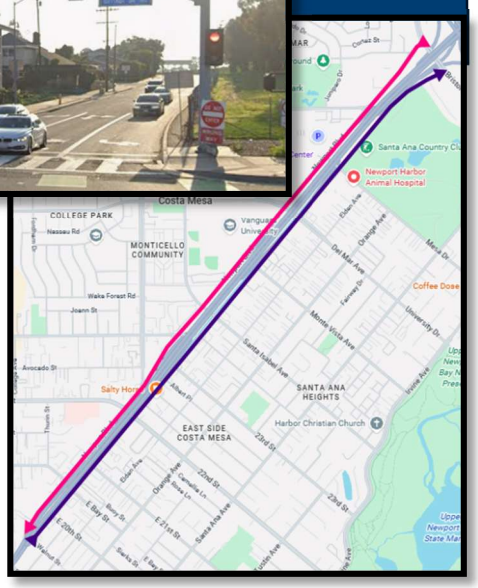
PROJECT SIMILARITIES:
- Design Plans, Specifications and Cost Estimates
- Infrastructure Design, Construction and/or Operation
- Coordination with City Departments, Other Agencies, Citizens, and Regulatory Agencies
- Management Services
- Funding Compliance
- ADA-compliant Curb Ramps and Driveway Upgrades
- Utility Coordination
- Traffic Signing & Striping
- Construction and Bid Support
- Pavement Rehabilitation: 1.8 Lane Miles
- Curb Ramps Constructed: 12
- Sidewalk Rehabilitation: 19,008 Linear Feet

***Funded with Federal Fund Type STP-L and Local Match**

Newport Blvd. Frontage Road Rehabilitation Project

City of Costa Mesa, CA





CLIENT
City of Costa Mesa

CONTACT
Hector Soriano
Associate Engineer
Email:
hector.soriano@costamesaca.gov
Cell: (714) 754-5045

KEY STAFF

- David Woo, PE, ENV SP: Project Manager/ QAQC
- Kandice Nguyen, PE: Lead Civil Engineer
- Alexander Lee, EIT: Project Engineer
- Christian Ramos, EIT: Project Engineer

TIMELINE
12/2025 - Current

PROJECT COST
$4.2 Million

PROJE`CT DESCRIPTION:

The City of Costa Mesa's Newport Boulevard Frontage Road Rehabilitation Project (19th St. to Bristol St.) required full civil engineering design services. Covering comprehensive AC pavement rehabilitation, ADA-compliant parkway upgrades, storm drain evaluation and improvements, landscape and irrigation enhancements, and complete streets components to improve mobility and corridor aesthetics. The project was initially advanced to the 95% design stage by another consultant; however, the City identified significant design deficiencies and brought our team in to take over and provide **comprehensive quality control, corrections, and completion of contract**. Our team quickly adapted to Costa Mesa's design standards, procedures, and technical manuals to ensure seamless project continuity. The scope includes **identifying and revising inaccurate proposed designs and delivering 100% bid ready PS&E documents**. We will also support the City through the bidding and award process to ensure a successful and timely construction rollout.

PROJECT SIMILARITIES:

- Design Plans, Specifications and Cost Estimates
- Infrastructure Design, Construction and/or Operation
- Coordination with City Departments, Other Agencies, Citizens, and Regulatory Agencies
- Management Services
- ADA-compliant Curb Ramps and Driveway Upgrades
- Utility Coordination
- Construction and Bid Support
- Pavement Rehabilitation: 2.4 Lane Miles
- Curb Ramps Constructed: 63
- Driveways Designed: 56

On-Call Engineering & Construction Management

City of Calabasas, CA



CLIENT
City of Calabasas

CONTACT
Jay Dinkins
Deputy Public Works Director
City of Calabasas Public Works Department
100 Civic Center Way
Calabasas, CA 91302
Email: jdinkins@cityofcalabasas.com
Phone: (818) 224-1600

KEY STAFF
- David Woo, PE, ENV SP: Roadway Design Engineer
- Kandice Nguyen, PE: Roadway Design Engineer
- Grace Kim, PE: Permit and Agency Approval

TIMELINE
10/2025 - Current

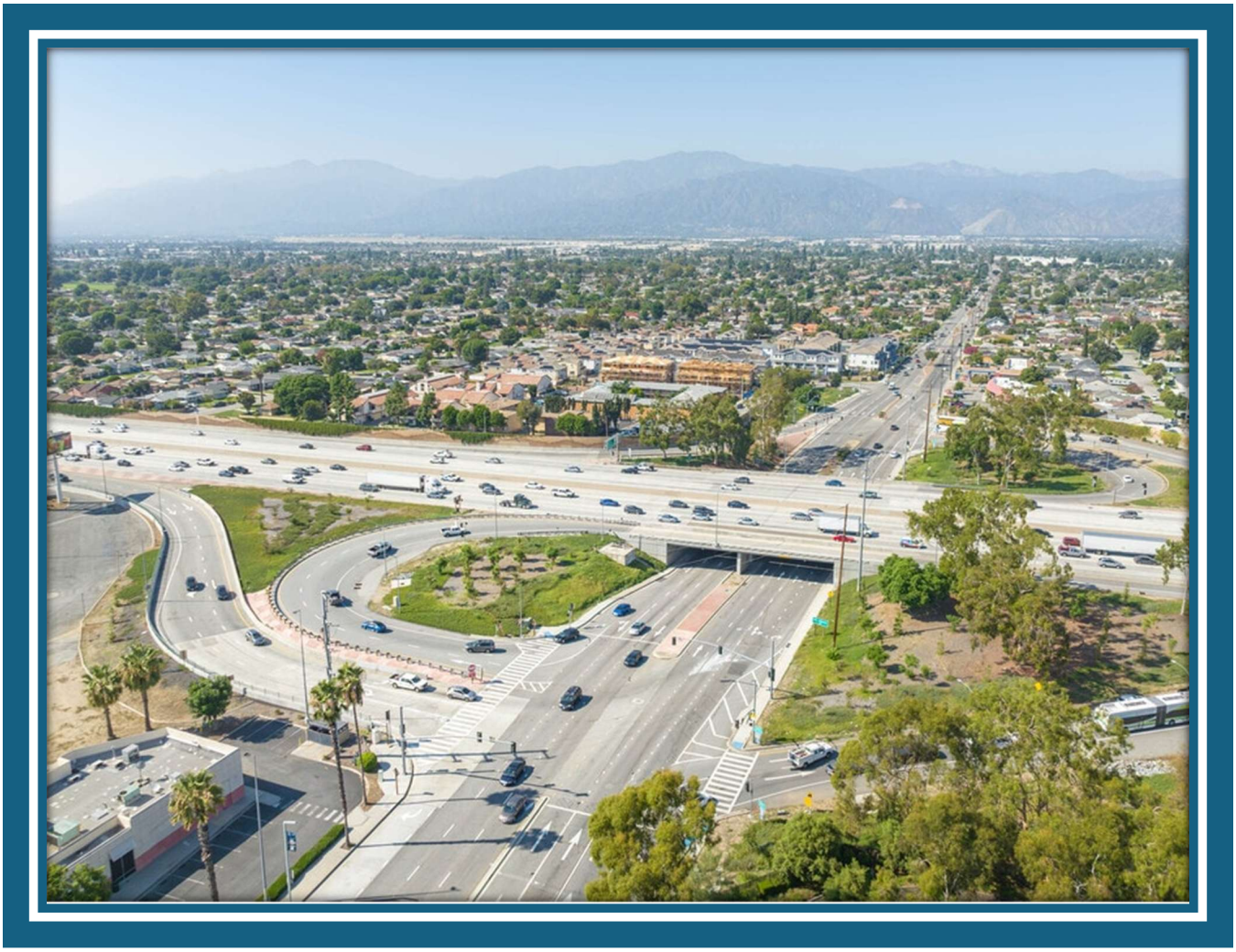
CONTRACT AMOUNT
N/A

PROJECT DESCRIPTION:

The City of Calabasas was seeking qualified civil engineering partners to provide **on-call professional engineering and construction management services** in support of its **Capital Improvement Program (CIP)** and ongoing infrastructure needs. AYCE's role is to provide the City with reliable, high-quality professional services on an as-needed basis. The duration of this contract will be for an initial term of 5 years with the City option of doing 2-year renewals for a maximum potential term of 9 years. Task orders may vary from small scale improvements, ADA infrastructure upgrades, to full PS&E preparation and the construction management of major City CIP projects. Our approach is built on flexibility, responsiveness, and collaboration to ensure that each assignment, regardless of size or complexity, is delivered on time, within budget, and in compliance with the City's standards.

PROJECT SIMILARITIES:
- CIP Project Scoping and Budgeting
- Funding Compliance and Grant Processing
- Design Plans, Specifications and Cost Estimates
- Coordination with City Departments, Other Agencies, Citizens, and Regulatory Agencies
- Project and Construction Management
- Plan Check and Development Review
- Construction and Bid Support
- CAD Exhibits, Public Outreach Material, Microsoft Excel Spreadsheets, Microsoft Word Documents, PowerPoint Presentations

Attachments



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

The undersigned declares:
I am the President/Principal of AYCE Consulting Engineers, Inc., the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 03/05/2026 [date], at Santa Ana, CA [city, state].

Firm AYCE Consulting Engineers, Inc.



(Signature)

David Woo, PE, ENV SP, AYCE President/Principal
(Print Name & Title)

Street 930 E Santa Ana Blvd.

City Santa Ana State CA Zip 92701

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: AYCE Consulting Engineers, Inc.

By: David Woo, PE, ENV SP

Title: AYCE President/Principal

Date: 03/05/2026

SUBCONTRACTOR:

Company: Fehr & Peers

By:

Title: Southwest Region Principal-in-Charge/Board Chair

Date: 03/02/2026

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- ◯ Exact Phrase

e.g. 123456789, Smith Corp

"AYCE Consulting Engineers, Inc." ×

"AYCE Consulting Engineers" ×

ayce ×

Classification

Excluded Individual

Excluded Entity

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

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- ( ) Any Words
- ( ) All Words
- ( ) Exact Phrase

e.g. 123456789, Smith Corp

"David Woo" ×

"Kandice Nguyen" ×

- Classification
- Excluded Individual
- Excluded Entity
- Federal Organizations
- Exclusion Type
- Exclusion Program
- Location
- Dates

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Entity Information | Entities | Disaster Response Registry | Responsibility / Qualification | Exclusions

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F. CERTIFICATE OF INSURANCE

Attached is a sample of AYCE Consulting Engineers, Inc.'s Certificate of Insurance. The only requirement not currently met is the general liability coverage limit, however, upon issuance of the contract, AYCE will obtain the additional coverage required to meet the City's requirements.

AYCECON-01 TMCLAURIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/3/2025

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

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

PRODUCER	CONTACT NAME:	
AP Intego Insurance Group, LLC 1601 Trapelo Rd Suite 280 Waltham, MA 02451	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: support@apintego.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE Property and Casualty Insurance Company	20699
INSURER B : Security National Insurance Company	19879
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

AYCE Consulting Engineers, Inc. DBA AYCE, Inc.
930 E. Santa Ana Blvd.
Santa Ana, CA 92701

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			D98344743	11/15/2025	11/15/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			D98344743	11/15/2025	11/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			D98344779	11/15/2025	11/15/2026	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		SWC1557824	6/1/2025	6/1/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job #10261756 Caltrans (07-326804) Rte. 210ADA Curb Ramps

Sully-Miller Contracting Company, its affiliates, subsidiaries, partners, joint ventures, parent corporations, owners, DBA's, Blue Diamond Materials and United Rock Products, directors, officers, employees, agents and representatives are named additional insured on a primary and non-contributory basis with regards to the General Liability coverage as their interests may appear as per written contract. Waiver of Subrogation and 30 days notice of cancellation applies.

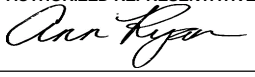
CERTIFICATE HOLDER

Sully-Miller Contracting Co.
135 South State College Boulevard
Brea, CA 92821

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/09/2025

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

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PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	**CONTACT NAME:**	
	PHONE (A/C, No, Ext): (888) 202-3007	**FAX (A/C, No):**
	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Hiscox Insurance Company Inc	10200
INSURED AYCE Consulting Engineers, Inc. 930 E Santa Ana Blvd, Santa Ana, CA 92701	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability	Y		P100.587.538.6	09/28/2025	09/28/2026	Each Claim: $ 2,000,000 Aggregate: $ 2,000,000	

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

Job #10261756 Caltrans (07-326804) Rte. 210ADA Curb Ramps

Sully-Miller Contracting Company, its affiliates, subsidiaries, partners, joint ventures, parent corporations, owners, DBA's, Blue Diamond Materials and United Rock Products, directors, officers, employees, agents and representatives are named additional insured on a primary and non-contributory basis with regards to the General Liability coverage as their interests may appear as per written contract. Waiver of Subrogation and 30 days notice of cancellation applies.

CERTIFICATE HOLDER

Sully-Miller Contracting Co.
135 South State College Boulevard
Brea, CA 92821

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mary J Boyd

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

AYCE Consulting Engineers, Inc.

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

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

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

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

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

☐ Other (see instructions)

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

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

Exempt payee code (if any) 5

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

(Applies to accounts maintained outside the United States.)

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

930 E Santa Ana Blvd.

6 City, state, and ZIP code

Santa Ana, CA 92701

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				

or

Employer identification number

4	7	-	3	2	3	3	4	4	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person**  **Date** 03/05/2026

General Instructions

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

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

What's New

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

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

Purpose of Form

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

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

David Woo, PE, ENV SP | AYCE President/Principal

Project Manager / QAQC Manager



Years With AYCE: 11
Roadway Design and Planning Experience: 37

EDUCATION

Master of Science, Civil Engineering, University of California, Irvine, 1994

Bachelor of Science, Civil Engineering, University of California, Irvine, 1990

Envision Sustainability Professional, 2017-Current

Caltrans Resident Engineers Academy Certification, 1999

PROFESSIONAL MEMBERSHIPS/ REGISTRATIONS

PE, 59736, California
PE, 11515, Nevada

AVAILABILITY TO PERFORM TASK ORDERS

75%

Founder and Principal at AYCE Consulting Engineers, Inc., Mr. Woo has been involved in providing project management, design engineering, and construction support on many major urban freeway and municipal projects for over 37 years. Mr. Woo's career is marked by a unique blend of technical proficiency, strategic acumen, and leadership in directing multidisciplinary teams on extensive projects. His dual capacity as a hands-on producer and a visionary leader allows him to make substantial contributions to AYCE, particularly in the realm of transportation projects. David Woo's extensive experience and expertise are crucial in driving these projects to successful completion, underlining his significant role within the team. David Woo has technical expertise in bridge/roadway design, transportation/traffic engineering, inter-agency coordination, Interactive Digital Twinning Computer Aided Design, and Virtual Immersive Visualization.

- 37 years of experience **designing and planning** roadway infrastructure projects
- **Valued** by peers and clients for his exceptional performance and commitment
- **Excellent communication skills**, effectively collaborates within a cohesive project office environment with team members, clients and external reviewers

Relevant Experience

AYCE Consulting Engineers, Inc. (Since 2015)

City of Carson, University Drive Street Improvement Project (2025 – Current)

Leading this Federally Funded Type STP-L and Local Match project, Mr. Woo is serving as the Project Manager/QAQC Manager and Primary Point of Contact for the City of Carson, leading delivery of full PS&E University Drive Street Improvements for pavement rehabilitation, sidewalk construction, and ADA-compliant curb ramps and driveway upgrades. He is directing multi-disciplinary coordination across roadway design engineering, surveying, soil investigations,

pavement design and recommendations, utility agencies, and stakeholders, ensuring compliance with Caltrans LAPM and municipal standards. NTP was awarded in October 2025 and as of January 2026, the project is headed into construction with a project cost of $4M.

City of Los Angeles, Bureau of Engineering On-Call TOS 13, Sidewalk Repair Program Final Design; On-Call TOS 2, 7th Street Improvement Project; and On-Call TOS 43A, Soto Street Improvement Project – Interactive Digital Twin Platform (2023 – Current)

AYCE acted as subconsultant to improve sidewalks and curb ramps to be ADA-compliant throughout the City of Los Angeles through field visits, design and construction, and implementing Interactive Digital Twinning. With David leading Project Management and delivery, AYCE oversaw three sites and provided the cost estimate for TOS 13. His work included ensuring compliant cross slopes, coordinating driveway and transition panel improvements, and addressing non-walkable surfaces within the public right-of-way. This experience demonstrates his ability to deliver responsive, as-needed municipal engineering services, manage task-based assignments efficiently, and support construction-ready improvements. Overall, AYCE's contract amount is currently $150K with a City budget of $19M.

Caltrans District 7, SR-210 On/Off Ramp Intersections Upgrades Design Build Project, Los Angeles County, CA (09/2021 – 2025)

Mr. Woo served as Design Manager for the 42-mile SR-210 On/Off Ramp Intersections Upgrades Design Build project, partnering with Caltrans District 7 and Sully-Miller under a design-build delivery model. AYCE provided all in-house design services, delivering preliminary engineering and final PS&E in compliance with Caltrans, AASHTO, APWA, local agency standards, and current ADA requirements across 14 cities. Improvements included pavement rehabilitation, 264 ADA curb ramps, 1,320 linear feet of sidewalk reconstruction, Accessible Pedestrian Signals (APS), pedestrian countdown timers, signage and lighting upgrades, traffic control modifications, and full-depth pavement replacement. This large scale, multi-jurisdictional project demonstrates his experience in ADA compliance, municipal roadway rehabilitation, Caltrans Standard Specifications, and bid/construction support. AYCE's contract amounted to $2.3M with a project capital cost of $26M.

OCTA/Caltrans District 12, I-405 Corridor Improvement Design Build Project, Orange County, CA (02/2017 – 12/2023)

David served as the All Segment Project Design Quality Validation Manager for the $3M design effort supporting the 16 mile I-405 Corridor Improvement Project, a major freeway widening between SR-73 and I-605 through six cities. The project added new managed lanes, replaced 18 bridges, and delivered multimodal improvements including 11 bike lanes and 11 sidewalks. David oversaw quality control and QA certification of design plans, helping establish validation procedures to ensure compliance with Caltrans and OCTA standards. Improvements included pavement rehabilitation, ADA curb ramps, utility coordination, sidewalk reconstruction, and bid/construction support. This experience highlights David's ability to manage complex, multi-agency transportation projects, enforce design standards, and provide responsive engineering support.

With Other Companies (Before 2015)

LA Metro / Caltrans District 7, I-405 Sepulveda Pass Widening Design-Build, Los Angeles, CA

Deputy Design Manager during pre-award and QAQC post-award. This was $1 billion design-build project. Caltrans had oversight responsibility on this interstate facility. Owner is LACMTA (HNTB, 2009-2011)

SR73 TCA Toll Road Widening PS&E, New Port Beach, CA

Project Manager and Lead Engineer responsible for the final design and engineering support per Caltrans Standards during construction. Owner is the Transportation Corridor Agency. (HNTB, 2008-2010)

OCTA, Kraemer Blvd PS&E Grade Separation, Anaheim, CA

Roadway Lead Engineer, responsible for grade-separation of Kraemer Blvd and the BNSF/Metrolink tracks just north of Crowther Avenue, reconstruction and realignment of the agency's major storm drain box through the length of the project, constructing temporary shoofly tracks and final tracks, utility relocation, demolition. (HNTB 2007-2011)

Caltrans / SBCTA SR-210 (SR-30) Freeway, Segments 2, 10 and 11 PS&E Projects, San Bernardino County, CA

SBCTA Program Contract Manager for the final design contract of Segments 2, 10 and 11. David's responsibilities included scoping interface with Caltrans and local jurisdictions, project planning, project scheduling, cost tracking and reporting, monitoring all project work efforts, invoice review, consultant selection and management, and other related contract administration. Owner is the SANBAG (Fluor, 1998-2000)

Kandice Nguyen, PE | AYCE Principal

Deputy Project Manager/Lead Project Engineer



Years With AYCE: 11
Roadway Design and Planning Experience: 19

EDUCATION

Bachelor of Science, Civil Engineering,
Cal Poly Pomona, 2008

PROFESSIONAL MEMBERSHIPS/ REGISTRATIONS

PE, C78338, California
PE, 24264, Nevada
Advantage Cert. Design-Build Engineer
WTS
AAa/e

AVAILABILITY TO PERFORM TASK ORDERS

75%

Ms. Kandice Nguyen, PE, is a highly skilled Principal with over 19 years of experience in designing and planning roadways. She is renowned for her successful completion of assignments on some of the most complex roadway projects, earning her a strong reputation in the industry. She specializes in preparing geometric approval drawings (GAD), obtaining Caltrans approval in Design Standard Decision Documents (DSDD) for non-standard features and finalizing roadway construction documents. In addition, Ms. Nguyen skillfully resolves design issues with approval agencies and coordinates seamlessly with various disciplines within the team, including traffic, structures, drainage, electrical, and others. Her ability to effectively collaborate with contractors ensures smooth project execution and enhances the overall quality of the firm's work.

- 19 years of roadway design & planning infrastructure projects
- Exceptional personal skills, works well in an integrated project office setting with the team, clients and third-party reviewers
- Highly commended by her peers, clients, and prior teammates

Relevant Experience

AYCE Consulting Engineers, Inc. (Since 2015)

City of Carson, University Drive Street Improvement Project (2025 – Current)

Serving as the Lead Civil Engineer for this federally funded project, Ms. Nguyen is working directly with our proposed Project Manager David Woo, project engineers, and subconsultants to deliver plans, specifications, engineering design calculations, and cost estimates for this 1.8-mile arterial rehabilitation project. She is also assisting in the tracking and accounting of project funds, ensuring compliance, coordinating design and construction activities with City departments and agencies, and aiding in bidding and construction support services by preparing any exhibits or materials needed to keep all stakeholders and community members up to date on the project goal and progress. NTP was awarded in October 2025 and as of January 2026, the project is headed into construction with a project cost of $4M.

City of Los Angeles, Bureau of Engineering On-Call TOS 13, Sidewalk Repair Program Final Design; On-Call TOS 2, 7th Street Improvement Project; and On-Call TOS 43A, Soto Street Improvement Project – Interactive Digital Twin Platform (2023 – Current)

AYCE served as subconsultant to support and improve citywide sidewalks and curb ramps to be ADA-compliant throughout the City of Los Angeles through field visits, design and construction, and implementing Interactive Digital Twinning. Ms. Nguyen led the delivery of the general scope consisting of feasible sidewalk improvements to provide cross slopes between 2.083% and 0.5% and maximize sidewalk widths and pedestrian paths of travel within the public right-of-way. More specifically, the design and construction of sidewalks across driveways and alleys, non-walkable surfaces within the public right-of-way, and tying new improvements to existing improvements with running slopes designed to be less than or equal to 5%. Through this project, Ms. Nguyen quickly developed strong familiarity with the City's Residential Parkway Landscaping Guidelines, demonstrating her ability to adapt efficiently to specific municipal standards and requirements. Overall, AYCE's contract amount is currently $150K with a City budget of $19M.

Caltrans District 7, SR-210 On/Off Ramp Intersections Upgrades Design Build Project, Los Angeles County, CA (09/2021 – 2025)

Ms. Nguyen served as Project Engineer/Engineer of Record for this 42-mile SR-210 On/Off Ramp Intersections Upgrades Project across LA County. AYCE delivered all design services in-house under her direct leadership. In total, the project upgraded 264 existing curb ramps to comply with current ADA standards, including pavement rehabilitation and full-depth structural replacement, installation of detectable warning surfaces, APS systems, and pedestrian countdown timers. Work also included correcting roadway slopes, reconstructing spandrels, upgrading signage and lighting, modifying traffic signals and loops, restriping crosswalks, and relocating utilities and drainage facilities. Ms. Nguyen led multi-disciplinary coordination, ensured compliance with local agency and Caltrans standards, and supported construction-phase implementation across 14 jurisdictions. This ADA-focused roadway improvement project demonstrates her ability to manage complex municipal infrastructure upgrades, transitioning seamlessly to smaller-scale local street and public works improvements.

LAWA, Roadways, Utilities, and Enabling (RUE) Design Build Project, Los Angeles, CA (2022 – 2024)

Ms. Nguyen served as Roadway Project Coordinator Lead for LAWA's $335M RUE Project supporting the LAX Landslide Access Modernization Program. She provided technical advisory and coordination support for the 98th Street extension to the I-405 freeway, including upgrades to freeway ramps, roadway improvements, and wayfinding infrastructure. Ms. Nguyen coordinated closely with adjacent project teams, including the Consolidated Rent-A-Car (ConRAC) Facility, and led comment resolution efforts with approving agencies such as LAWA, LADOT, and BOE. This high profile, multi-agency infrastructure project highlights her ability to manage complex stakeholder coordination, agency approvals, and roadway improvements within a highly regulated environment, which is experience she can directly transfer to West Covina's On-Call roadway and public works needs.

OCTA/Caltrans District 12, I-405 Corridor Improvement Design Build Project, Orange County, CA (02/2017 – 12/2023)

Kandice led roadway design for the Segment 3 roadway packages of the $1.9 Billion OC-405 Corridor Improvement Project. She led delivery of the 8-mile roadway design package from the northern limits of the project at Interstate 605 and Katella Ave to the southern limits, south of Edwards Street Overcrossing, supporting the addition of new general-purpose and HOT express lanes, and coordination with the replacement of 18 bridges. Ms. Nguyen collaborated closely with OCTA, Caltrans, Arup, and multiple corridor jurisdictions, providing roadway design leadership and construction management support to ensure compliant, constructible, and on-schedule project delivery. This project highlights her ability to effectively communicate with all project team members from project inception through construction and surrounding jurisdictions.

With Other Companies (Before 2015)

RCTC/Caltrans District 8, SR-91 Corridor Improvement Design-Build, City of Corona, CA (AECOM, 2013 – 2015)

Ms. Nguyen was the Prime Project Engineer/ Engineer of Record for package E of this 16-lane (five general purpose lanes, two tolled express lanes, and one auxiliary lane in each direction) freeway improvement project. Work included preparing GAD, mandatory and advisory exception fact sheets associated with the revised ATC and final roadway construction documents and construction management. This includes resolving design issues with approval agencies, coordinating with traffic, bridge, and drainage teams. The total cost of this project was $1.4 billion.

LA Metro / Caltrans District 7, I-405 Sepulveda Pass Widening Section 5 Design Build, Los Angeles, CA ($1 Billion) (HNTB, 2010 – 2013)

As Prime project engineer and engineer on record, Ms. Nguyen was responsible for Area 5 project, from Sunset to Sepulveda Blvd. Interchanges, of the total 10- mile HOV widening Work. Responsibility included preparing final roadway and MOT construction documents, mandatory and advisory exception fact sheets, as well as coordinating with Caltrans in-house staffs to finalize designs and provide construction support services. Caltrans had oversight responsibility on this interstate facility; the owner is LA Metro. Transportation Agency. The cost of the project was $1.4 billion.

Grace Kim, PE, PMC | AYCE Project Manager

Funding and Grants Support Lead



Years With AYCE: 1
Roadway Design and Planning Experience: 26

EDUCATION

Bachelor of Science, Civil Engineering, California State University Long Beach (Cum Laude), 1999

PROFESSIONAL MEMBERSHIPS/ REGISTRATIONS

PE, C67502, California
Caltrans Project Management Certificate (PMC)

AVAILABILITY TO PERFORM TASK ORDERS

75%

Ms. Kim brings an extensive background with over 26 years of experience in delivering professional services in planning, design, and construction management within the realms of transportation and public works.

Throughout her career, she has held key roles as both Project Manager and Construction Manager, overseeing diverse capital improvement projects for various public agencies across California. Her approach consistently aligns with federal, state, and local cities' regulations, policies, standards, and procedures, including strict adherence to grant funding requirements and guidelines.

Ms. Kim boasts an outstanding track record in project management and construction management, maintaining a strong understanding of the full project delivery lifecycle, ensuring compliance with funding eligibility, documentation, reporting, and audit requirements to protect agency funding. Her commitment to excellence is evident in the consistent delivery of high-quality services to clients and the public, earning her positive feedback and recognition for her contributions.

Some noteworthy projects she has been involved in include:

- City of Irvine, Grate Park Projects
- City of Irvine, I-405 Bike Trails
- City of Irvine, SR133 grade separation project & Marine Way Project
- City of Laguna Beach, SR133 Widening
- City of Brea, SR190 Bike and Crosswalk Improvement
- Orange County Transportation Authority (OCTA), OC Loop (Bike and Sidewalk)
- Los Angeles Metro Authority (Metro), I-405 Sepulveda Widening Project
- Caltrans, over 100 capital projects from planning, environmental, design, and construction phases, including traffic signal, bike and sidewalk and ADA improvement, bridge and replacement and widening, pavement, environmental permit improvement, maintenance building and state highway relinquishment projects.

Relevant Experience

With Other Companies (Before Joining AYCE)

I-405 Bike Trails, City of Irvine (June 2023); Orange County, CA

Ms. Kim served as Program and Project Manager at Caltrans during this project, providing critical planning and oversight in support of the City of Irvine during the early phase of this major municipal project. Her responsibilities included technical support related to feasibility, constructability, and cost estimate assessments to seek City Council approval and funding decisions. She also successfully executed a cooperative agreement to provide oversight services during the Planning Phase, ensuring compliance with funding requirements and proper fiscal controls. From project inception, she reviewed and approved planning-level documents, monitored budget development, and supported documentation necessary for funding eligibility and Council authorization. Her experience demonstrates strong capabilities in supporting municipal projects from inception, including recommendations, coordination, and planning oversight efforts.

SR-133 Grade Separation & Marine Way (Jan 2021 to Dec 2023); Orange County, CA

Ms. Kim held the role of Senior Project Manager at Caltrans, where she played a crucial role in delivering technical and non-technical services to the City of Irvine for the SR-133 Grade Separation and Marine Way interchange improvement projects. Her responsibilities included seamless coordination with Federal Highway Administration (FHWA), local planning agencies (OCTA and TCA), and the city team to successfully navigate through the Planning phase of these projects. The comprehensive project scope encompassed roadway intersection design, traffic analysis, bridge replacement and widening, local street widening, drainage improvement, and integration of multi-modal elements such as bike lanes and sidewalks. Ms. Kim's expertise ensured a well-coordinated approach that adhered to the diverse requirements of the project stakeholders and regulatory standards.

Great Park, the City of Irvine (in 2017); Orange County, CA

Ms. Kim made significant contributions as a Senior Engineer for the City of Irvine, where she reviewed and approved various reports for the Orange County Great Park project. Her responsibilities included evaluating street design plans, traffic analysis reports, bike-lane studies, bio-swale plans, geotechnical reports, and bridge inspection field directives to ensure compliance with City standards and regulatory requirements. In addition, Grace provided technical support to the City's project management and planning teams, assisting with development review, capital improvement coordination, and inter-agency collaboration. She worked closely with Caltrans, Orange County, consultants, utility agencies, Five Point, and Irvin company to resolve technical issues, meet local government and private developer requirements, and maintain project timely delivery of the project.

Planning projects & I-5 Managed Lanes Project (2017 to 2023), Caltrans, Orange County, CA

Ms. Kim demonstrated exceptional project management skills as she administered I-5 ML project, a landmark toll lane initiative for Caltrans with a budget of ($1.4B). This marked Caltrans' first toll lane project, and Ms. Kim played a pivotal role in its success. Collaborating with a diverse group of over seventy stakeholders, including federal, state, local county, and cities, the public, project teams,

and consultants, she ensured effective communication and consensus building. Her responsibilities included issuing Request for Qualification and procuring consultants and developing and implementing a comprehensive communication plan. Ms. Kim approved various project-related reports, leading teams to incorporate stakeholders' comments, and obtain consensus on politically sensitive toll policies and regional managed lanes network priorities, as well as project alternatives. She actively engaged in presenting to OCTA, Caltrans executive managements, OC Small Business Council, and city governments to maintain transparency and delivered the project ahead of schedule. In addition to her project management role in the I-5 ML project, Ms. Kim managed Project Initiation Document (PID) programs and projects during the planning phase. She provided guidance to PID teams, functional units, and consultants, overseeing deliverables and the project delivery process to ensure adherence to within scope, schedule, and budget. Ms. Kim established ongoing partnerships with local planning agencies and city governments, initiating oversight projects listed in the Regional Transportation Plan. She offered both informal and formal consultations for the feasibility and constructability of proposed local city government projects, negotiated oversight reimbursement costs, and executed cooperative agreements with cities. Ms. Kim monitored the project development process, recommended risk mitigation options for any scope, schedule, and budget deviations. In addition, she assisted local city and planning agencies in executing Request for Proposals and consultant procurement process.

I-405 Sepulveda Widening project (from 2014 to 2016); Los Angeles County, CA

As a senior consulting manager, Ms. Kim was solely responsible for affirmative owner's claims ($300 million) and managed over one hundred claims and disputes related to the I-405 Sepulveda Pass Widening Design-Build project ($1.3 billion). Ms. Kim coordinated with the Design-Builder to facilitate the processing of the Dispute Review Board (DRB) to resolve construction claims and disputes and drafting Metro's position papers for the DRB hearings. She also analyzed nonconformance and non-compliance performances by the Design-Builder to assess liquidated damages. Additionally, she collaborated with financial and engineering consulting firms, preparing the groundwork for litigation. Her contributions included providing technical and non-technical support to the project staff in delivering Environmental, Design, Construction, and Close-Out phases. Further responsibilities included: 1) Reviewing and analyzing scope deviation, Value Engineering reports, EIR/EIS and permits per CEQA/NEPA, and Change Orders. 2) Offering recommendations for merit status, resolution alternatives, and determining equitable and compensable amount for the disputed issues 3) Engaging in negotiations with the Design Builder to resolve and minimize potential claims.



John Muggridge, AICP

Principal

About

John is a principal, senior market leader, and skilled project manager with over 28 years of experience in transportation planning and engineering. John serves as a trusted consultant to private clients and public agencies across southern California and Hawaii. John's skillset spans a variety of multi-disciplinary transportation planning and research topics, including travel demand modeling, parking studies, environmental and CEQA services, and multimodal planning. He frequently manages complex projects and has retained relationships with key clients for a number of decades, due to the expertise and quality he provides.

Education

Master of Science, Transportation Planning and Engineering, University of Leeds

Bachelor of Engineering, Mechanical and Process Engineering, University of Sheffield

Registrations

American Institute of Certified Planners (AICP) No. 021879

Affiliations

California Association of Environmental Professionals (AEP)

American Planning Association (APA)

Years of Experience

Total: 28

With Fehr & Peers: 24

Availability

25%

Relevant Project Experience

City of Pasadena General Plan EIR (Pasadena, CA)

Fehr & Peers, as part of a team, assisted with the City of Pasadena General Plan Update. Our area of responsibility was the EIR for the land use and Mobility Elements. Fehr & Peers also assisted the City of Pasadena with the development of a mobility performance measures and metrics for use in the General Plan Environmental Impact Review (EIR) and Revised Traffic Study Guidelines.

City of Pasadena Traffic Fee Program Update (Pasadena, CA)

Fehr & Peers assisted the City in updating its Traffic Reduction/Transportation Improvement Fee program. Funds collected through the Fee program will be used to implement the municipal transportation projects required to address traffic generated by new development improving the infrastructure for pedestrians, bicyclists, and increase frequency of service on Pasadena Transit System. Fehr & Peers collaborated with the City to review the updated project list and cost estimates, re-establish the nexus between the amount of fee being charged and the transportation system impacts caused by the new land use development, and update the impact fees in the form of a unit cost for various land uses.

Rose Bowl Operating Company Music Festival TIA (Pasadena, CA)

The Rose Bowl Operating Company was considering entering into a proposed license agreement with a music festival operator to host a 3-day Arroyo Seco Music and Arts Festival on an annual basis at the Rose Bowl Stadium complex and portions of the Brookside Golf Course. The Agreement would extend over 10 years, with two five-year renewal options. The annual Festival would occur over 3 days (Friday through Sunday), likely in June, with a capacity of up to 93,000 daily attendees, including approximately 3,400 employees to support the Festival. Fehr & Peers conducted an extensive study of the transportation effects due to the proposed festival. Fehr & Peers developed trip generation estimates for the proposed festival based on other existing music festivals and past events at the Rose Bowl. An intersection level of service analysis was conducted at 89 intersections across seven different jurisdictions, which accounted for off-site shuttling of attendees and employees, increase transit connectivity in future years, and four different time periods. Along with the intersection analysis, a comprehensive vehicle miles traveled analysis was conducted using ticket sale information from previous events at the Rose Bowl

City of Burbank San Fernando Boulevard Reconfiguration (Burbank, CA)

Fehr & Peers worked with the City to develop 100% PS&E and a before/after study for a complete streets pilot in the downtown segment of San Fernando Boulevard. The project's objectives were to improve pedestrian safety, implement dynamic curbspace management strategies, and provide additional spaces for landscaping and public art. Fehr & Peers helped the City develop several alternatives for the corridor, including a full closure and several variations of a one-way configuration. As part of alternatives development, Fehr & Peers developed and applied an evaluation framework inclusive

of metrics such as yield compliance at midblock crosswalks, auto speeds, pedestrian and bicycle use, and loading activity. City Council has directed staff to move forward with a one-way configuration and the project is currently in the design phase.

City of Burbank Downtown TOD Study (Burbank, CA)

Fehr & Peers provided transportation support for the Downtown Burbank TOD Plan, including: first/last mile strategies, parking management, TDM strategies and the creation of a transportation report for the EIR. Additionally, Fehr & Peers updated the City of Burbank's travel demand model for use in VMT and operations analysis, and helped develop the City's transportation study guidelines to comply with SB 743, and create a quick-response VMT tool.

One San Pedro Transportation Assessment (Los Angeles, CA)

Fehr & Peers conducted a transportation assessment for the proposed redevelopment and revitalization of the existing Rancho San Pedro housing development in San Pedro. The project consisted of replacing the existing 478 residential units on the property and constructing an additional 1,138 residential units, of which a high percentage was affordable. In addition to the operational analysis for traffic impact analyses, vehicle-miles-traveled (VMT) was also calculated and assessed for impacts. The analysis also included reviewing the site plan and the on-site amenities to assess the extent to which the project would serve as the regional center for affordable housing as well as the local hub for services for the community.

Westside Area Plan, West San Gabriel Valley Area Plan, East San Gabriel Valley Area Plan (Los Angeles, CA)

As part of a team, Fehr & Peers assisted the Los Angeles County on three regional planning developments - the Westside Area Plan (adopted by the Board of Supervisors in March 2025, APA LA Section *Neighborhood Planning Award of Excellence*), West San Gabriel Valley Area Plan (adopted in March 2025), and East San Gabriel Valley Area Plan (adopted in May 2024). Fehr & Peers prepared the VMT analysis for the three area plans based on the County's new guidance for transportation impacts. The land use and growth assumptions provided by Los Angeles County staff were used to inform the VMT analysis. The Southern California Association of Governments (SCAG) model was used for the VMT analysis to determine whether a VMT impact would occur. The results of the VMT analysis were documented in the EIR prepared for these projects. In addition, Fehr & Peers developed mobility policies and implementation actions for two in-progress area plans in Westside and West San Gabriel Valley. John was the Principal-in-Charge for all three planning developments.

County of Los Angeles Florence-Firestone TOD Specific Plan (Los Angeles, CA)

Fehr & Peers completed the transportation analysis for the Florence-Firestone Transit-Oriented District (TOD) Specific Plan. The plan for this area of unincorporated Los Angeles County established new transit-oriented development policies, development standards, and implementation programs for designated transit-oriented districts within the areas approximately 0.5-mile radius around LRT transit stations. The primary purpose of the plan is to encourage infill development with pedestrian-friendly and community-serving uses near transit stops. During the study process, the potential for new development to increase the demand for the use of on-street parking was among the concerns raised by the public. John was the Principal-in-Charge.



Proposal for City Engineering Services, Traffic Engineer Services, Engineering Grant Writing/Administration Services, and On-Call General Engineering Services RFP No. 2026-12

Prepared by
Mulholland Consulting, Inc.
134 S Glassell St, Suite I
Orange, CA 92866

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

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March 5th 2026
City of West Covina
Attn: Jazmin Hernandez, Purchasing Manager
1444 West Garvey Avenue South, Room 308
West Covina, CA 91790

Mulholland Project No. 102.2026.1.0

Subject: Proposal for City Engineering Services, Traffic Engineer Services, Engineering Grant Writing/Administration Services, and On-Call General Engineering Services. RFP No. 2026-12

Dear Ms. Hernandez,

Mulholland Consulting Inc. is pleased to submit this proposal in response to the City of West Covina's Request for Proposals (RFP No. 2026-12) for comprehensive City Engineering Services, Traffic Engineer Services, Engineering Grant Writing/Administration Services, and On-Call General Engineering Services.

Mulholland Consulting Inc. is a California-based civil engineering firm specializing in municipal engineering, capital improvement program (CIP) delivery, stormwater infrastructure, construction management, and regulatory coordination. We understand the responsibility of serving as an extension of City staff providing sound engineering judgment, maintaining transparency in public-sector decision-making, and ensuring projects are delivered within defined scope, schedule, budget, and regulatory requirements.

Under the leadership of Brian M. Nieckula, P.E., Registered Civil Engineer No. 87484, our team will provide strategic oversight, technical expertise, and responsive project management. We are experienced in coordinating with regulatory agencies, supporting City Council actions, managing consultants and contractors, and maintaining disciplined cost and schedule controls.

The Primary Point of Contact who will be responsible to negotiate the contract on behalf of the consulting firm for this project will be Carly Chandler; her contact details are as follows:
Vice President of Operations @ Mulholland Consulting Inc.
E: carly.chandler@consultmulholland.com
O: 951.529.2668

Mulholland provides full-service Civil Engineering and planning for INFRASTRUCTURE and DEVELOPMENT projects.

Mulholland practices a novel approach—HOLISTIC PROJECT DELIVERY™. Holistic Project Delivery was born of the realization that every project is part of a community, part of a system. We translate our epiphany into action:

- EMPATHIZE. We pose “who,” “what,” “why,” and “when” questions. We then share our experiences and approaches to create deep understanding.
- PLAN. We translate empathy into action. Before we do, we build a blueprint while emphasizing education for our clients, our stakeholders, and ourselves.
- MANAGE. No organization runs without guidance. We lead teams and provide resources according to the demands of the undertaking.

SOLVE. We deliver results. We are dynamic and adapt to changes in our shared reality, assumptions, and goals.

Mulholland Consulting Inc. is fully prepared to execute the City's standard professional services agreement and comply with all RFP requirements. We are confident that our municipal experience, responsive service model, and commitment to excellence make us a strong partner for the City.

Thank you for your consideration. We look forward to the opportunity to serve the City and contribute to the successful delivery of its engineering and public works initiatives.
Respectfully,



Brian Nieckula, P.E.
Principal in Charge
Mulholland Consulting, Inc.
brian.nieckula@consultmulholland.com
C: 951.533.4791

Inland Empire
O: 909.654.5563
7177 Brockton Ave.
Suite 448
Riverside, CA 92506

Orange County
O: 949.229.2449
134 S Glassell St.
Suite I
Orange, CA 92866

Required Statements

1. Non-Collusion Affidavit: Mulholland Consulting Inc. certifies that this proposal is genuine, not sham or collusive, and is not made in the interest of any person not named herein. Proposer further certifies that it has not directly or indirectly induced or solicited any other proposer to submit a sham proposal or to refrain from proposing, and has not sought by collusion to secure any improper advantage.

2. Conflict of Interest Statement: Mulholland Consulting Inc. certifies that **NO** City officer, employee, or agent has any financial interest, direct or indirect, in the proposal submitted, and that no such person will receive any compensation or benefit from the contract if awarded. Proposer agrees to comply with the Political Reform Act and all conflict-of-interest provisions.

3. Insurance Certification: Mulholland Consulting Inc. confirms that we will provide insurance meeting the City's minimum requirements, including: Commercial General Liability, Automobile Liability, Workers' Compensation, Professional Liability (Errors & Omissions), Additional Insured endorsement to the City, Primary & non-contributory wording, Waiver of subrogation, Endorsements consistent with the draft contract.

4. Professional Licensing Certification: Mulholland Consulting Inc. certifies that all engineering services will be performed under the responsible charge of a California Registered Civil Engineer in good standing with the State of California.

5. Debarment Certification: Mulholland Consulting Inc. certifies that neither the firm nor its principals are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any public agency contract.

6. Compliance with Laws: Mulholland Consulting Inc. certifies compliance with all applicable federal, state, and local laws, including but not limited to:

- Labor Code requirements
- Prevailing wage laws (if applicable)
- ADA requirements
- CEQA compliance (where applicable)
- Public Contract Code provisions

7. Indemnification Acknowledgement: Mulholland Consulting Inc. acknowledges review of the City's indemnification provisions in the draft Professional Services Agreement and agrees to comply unless exceptions are specifically noted in the proposal.

8. Addenda Acknowledgement: Mulholland Consulting Inc. acknowledges receipt and review of all issued addenda for RFP No. 102.2026.1.0.

9. Authorized Signature Statement: I, Brian Nieckula (President of Mulholland Consulting Inc.) signing the proposal certify that I am authorized to bind the firm contractually.

10. Proposal Validity: Mulholland Consulting Inc. Certifies that the proposal to be valid for a minimum of one hundred twenty (120) days.

11. Acceptance of City's Professional Services Agreement

Mulholland Consulting Inc. has reviewed the City of West Covina's Professional Services Agreement and agrees to the terms and conditions.

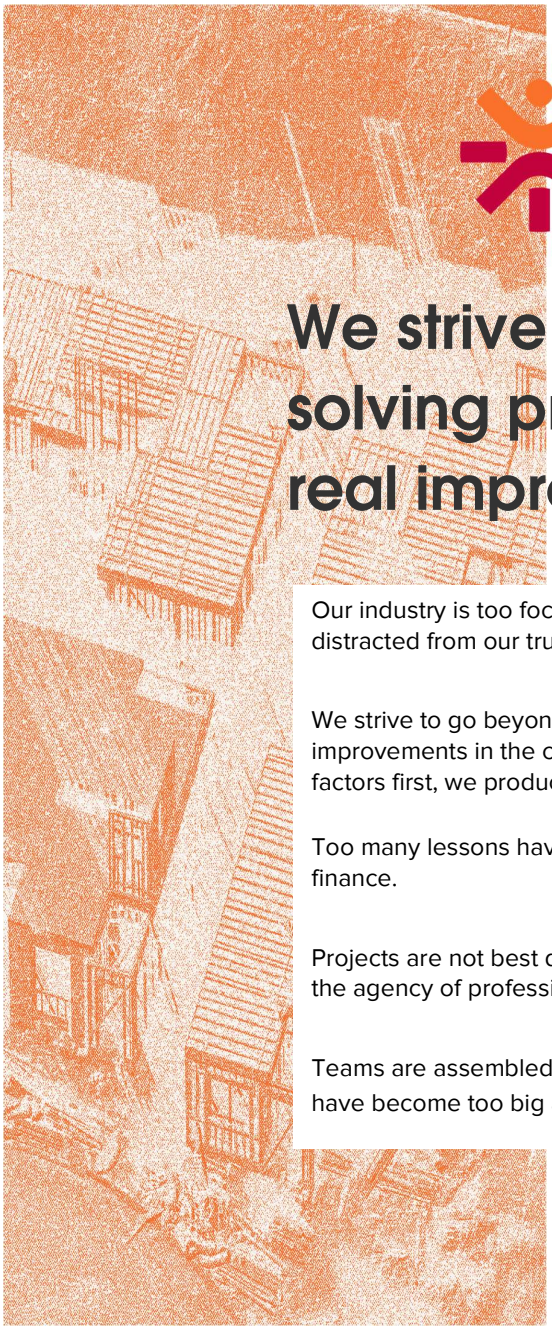
12. Piggy Backing Option: Mulholland Consulting Inc. Agrees to extend the pricing structures, terms, and conditions resulting from this Request for Proposal to other government agencies for a period of 3 years (5th March 2026- 5th March 2029) from the date of the executed agreement.

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About Us



We strive to go beyond solving problems to make real improvements

Our industry is too focused on problems. Tunnel vision has distracted from our true purpose – serving people.

We strive to go beyond solving problems to make real improvements in the communities we serve. By considering human factors first, we produce better built environments.

Too many lessons have been taken from manufacturing and finance.

Projects are not best delivered through an assembly line but from the agency of professionals.

Teams are assembled for the sake of billing rates, not quality. Teams have become too big and accountability too little.

Firm Name	Mulholland Consulting, Inc.
Founder / Principal-in-Charge	Brian M. Nieckula, P.E.
Year Incorporated	2019
Legal Structure	S-Corp
State of Incorporation	California
Firm Size	x1 Principal in Charge x1 Project Manager x1 Project Engineer x3 Assistants

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RIVERSIDE
7177 Brockton Ave.
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ORANGE
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PRACTICE. Mulholland provides land development and infrastructure consulting services for the private and public sectors.

We lead multi-disciplinary teams to achieve turn-key completion. We combine Civil Engineering, planning, and land development skill sets to guide projects from a new perspective.

RESULTS. We share our knowledge with our clients to enable their ambitions.

You bring the vision.
Together, we achieve results.



Our Services–

Land Development

Practice Areas	• Residential • Government • Healthcare • Commercial	• K-12 • Higher Education • Defense • Industrial
Civil Engineering	• Site Development • Grading and Drainage • Detention, Retention, Infiltration, and Harvesting/Reuse • Pavement and Roadway Improvements • Pump/Lift Stations • Dry Utility Coordination • Site Accessibility/Barrier Removal • Value Engineering	• Geographic Information Systems (GIS) Support • Building Information Modeling (BIM) Support • Solid Waste • Demolition • Water Resources • Sewage • Traffic and Transportation Improvements • Traffic Control • Storm Drainage
Construction Management	• Constructability Reviews • Submittal and Shop Drawing Reviews • Credit and Fee Reimbursement • Scheduling • Public and Private Bid Administration • Prevailing Wage Labor Compliance • Conditions of Approval Compliance • Bid Package Preparation • Bid Protest Resolution • Lien Audience	• Contracts Administration • Payment Risk Management • Detailed Budgeting and Estimating • Value Engineering • Building Information Modeling • Phasing and Logistics Planning • Onsite Observation and Reporting • Field Office and Team Staffing • SWPPP Coordination

Development Consulting	• Project/Program Management • Development Programming • Proformas/Cost Estimating • Public/Grant Funding Support • Due Diligence • Feasibility Studies/Site Selection • Master Plans and Specific Plans • Land Use, Entitlements, and Discretionary Permitting	• General Plan and Zoning Changes • Tentative Parcel and Tract Maps • Development Agreements • Public Relations and Outreach • Community Facilities District Program Management • Local, State, and Federal Permitting

Our Services-

Infrastructure

Practice Areas	• Residential • Government • Healthcare • Commercial	• K-12 • Higher Education • Defense • Industrial
Civil Engineering	• Site Development • Grading and Drainage • Detention, Retention, Infiltration, and Harvesting/Reuse • Pavement and Roadway Improvements • Pump/Lift Stations • Dry Utility Coordination • Site Accessibility/Barrier Removal • Value Engineering	• Geographic Information Systems (GIS) Support • Building Information Modeling (BIM) Support • Solid Waste • Demolition • Water Resources • Sewage • Traffic and Transportation Improvements • Traffic Control • Storm Drainage
Construction Management	• Constructability Reviews • Submittal and Shop Drawing Reviews • Credit and Fee Reimbursement • Scheduling • Public and Private Bid Administration • Prevailing Wage Labor Compliance • Conditions of Approval Compliance • Bid Package Preparation • Bid Protest Resolution • Lien Audience	• Contracts Administration • Payment Risk Management • Detailed Budgeting and Estimating • Value Engineering • Building Information Modeling • Phasing and Logistics Planning • Onsite Observation and Reporting • Field Office and Team Staffing • SWPPP Coordination

PROJECT SUMMARY

Mulholland Consulting Inc. understands that the City of West Covina requires comprehensive, on-call professional City Engineering Services to support the Public Works and Community Development Departments in delivering Capital Improvement Program (CIP) projects, development review services, infrastructure engineering oversight, traffic engineering services, grant administration, and municipal engineering operations.

The city seeks a consultant capable of serving as an extension of staff by providing dedicated City Engineer and Associate Engineer services with consistent on-site presence at City Hall, ensuring continuity, responsiveness, and high-quality customer service to internal departments, developers, contractors, regulatory agencies, and the public.
Our understanding of the required work includes the following core service areas:

City Engineer Services:
Providing a dedicated City Engineer (minimum consistent weekly on-site presence) and Associate Engineer to manage and perform plan review, inspection services, and permit administration. This includes oversight of public right-of-way encroachment permits; grading, drainage, and improvement plan review; subdivision map review under the Subdivision Map Act; and development-related engineering coordination. The role also includes representing the City in meetings with staff, public officials, developers, contractors, regulatory agencies, and the public.

Permit Administration and Compliance:
Managing the full lifecycle of encroachment and development permits, including intake, fee assessment, plan review and redlining, determination of permit conditions, traffic control plan review, field inspections, and final approval. Services include maintaining tracking logs, utilizing the City's permitting software (Accela), and ensuring compliance with the California Public Contract Code, Streets and Highways Code, Subdivision Map Act, and West Covina Municipal Code.

Capital Improvement Program (CIP) and Project Management Support:
Assisting the Capital Improvement Project Manager with public works project delivery, including preparation of plans, specifications, engineer's estimates, Notices Inviting Bids, pre-bid meetings, addenda, labor compliance monitoring, change order preparation, invoice review, staff reports for contract approval, project acceptance documentation, and coordination of grant-funded requirements. Mulholland understands that these services must ensure transparent public procurement, regulatory compliance, and fiscal accountability.

Traffic Engineering Services:
Providing technical review of traffic impact studies and development-related traffic issues; conducting traffic safety evaluations such as stop sign warrants, crosswalk assessments, speed surveys, and accident analyses; preparing technical reports and recommendations; presenting findings to the Traffic Committee and City Council; and serving as liaison to the Los Angeles County Department of Public Works on signal timing, striping, signage, and related matters.

Grant Writing and Administration:
Advising City staff on available funding opportunities; preparing and submitting grant applications; coordinating required technical documentation; assisting with grant compliance and reporting; and supporting reimbursement documentation for awarded projects.

On-Call General Engineering Services:
Providing municipal engineering services on an as-needed basis, including infrastructure design, feasibility studies, assessment district coordination, bond issue technical support, private development plan certification, regulatory permitting assistance, emergency response engineering services, and technical consultation for City departments.

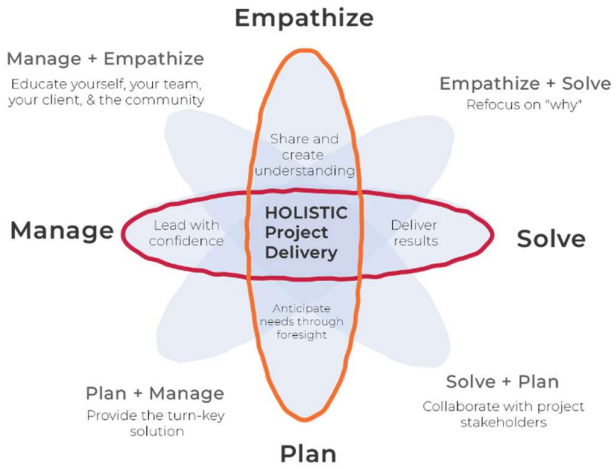
Mulholland understands that all services must be delivered within defined scope, schedule, and budget constraints while maintaining transparency, documentation standards, regulatory compliance, and public accountability. We recognize that the City requires not only technical expertise, but consistent on-site presence, strong customer service, effective interagency coordination, and proactive risk management to protect public infrastructure and community interests.

Mulholland Consulting Inc. is fully prepared to perform these services in strict conformance with the RFP requirements and is committed to delivering responsive, reliable, and defensible municipal engineering services that support the City of West Covina's operational and strategic objectives.

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Our Approach
Holistic Project Delivery

Engineering is more than just solving problems—it is about creating meaningful change. At Mulholland, we are redefining Civil Engineering by focusing on the people, communities, and systems that projects serve.
Every project is interconnected. Rather than viewing projects as linear processes with a start and stop, we recognize them as a part of a broader network dynamic system where the needs of the project, the client, and the community remain at the center.



EMPATHIZE: Understanding First. Deemphasizes the continuum of action.

- We ask the right questions—who, what, why, and when—to deeply understand the needs of our client and their stakeholders.
- We share experiences, knowledge, and perspectives to create and build understanding.
- Education is key. We educate ourselves, our team, our clients, and the community to foster informed decision-making.

PLAN: Thoughtful Strategy Before Execution.

- Empathy translates into action through careful planning.
- We develop a blueprint for success, ensuring that all stakeholders are aligned before moving forward.
- Foresight drives results. Anticipating challenges early allows us to develop turnkey solutions that are both proactive and adaptable.

MANAGE: Leadership with Confidence.

- No organization thrives without guidance. We lead with confidence, ensuring that teams, resources, and priorities are managed effectively.
- Our holistic approach ensures that every moving part of an object is synchronized, allowing for seamless execution.



SOLVE: Delivering Meaningful Results.

- We do not just complete projects—we create impact.
- Our solutions are dynamic, adapting to changing realities, shared goals, and evolving needs.
- Success is measured not just in completion and real improvements we bring to the communities we serve.



MANAGE + EMPATHIZE: Lead with Understanding, Act with Intention.

- We lead projects by first understanding the people behind them—client, team, and community.
- We share experiences, knowledge, and perspectives to create alignment and build understanding.
- Education is key. We educate ourselves, our team, our clients, and the community to foster informed decision-making.



MANAGE + PLAN: From Strategy to Execution, We Own the Process.

- We coordinate scope, schedules, and team precisely, ensuring delivery is proactive, not reactive.
- Our turn-key approach simplifies complexity and keeps momentum steady across all project phases.



PLAN + SOLVE: Collaboration that Drives Innovation.

- Solving complex challenges starts with deliberate, informed planning.
- We engage stakeholders early to align technical, regulatory, and operational goals.
- Through collaboration, we develop scalable solutions that hold up to both design intent and field realities.



EMPATHIZE + SOLVE: Purposeful Solutions, Rooted in Why.

- We design with purpose – every solution ties back to the needs it serves.
- By asking the right questions up front, we clarify constraints, identify risks, and uncover opportunities.

To-do

- Define QA/QC plan based on project scope & jurisdictional requirements.
- Assign internal reviewers & discipline leads.
- Establish deliverables checklist & review timelines.
- Gather applicable codes, standards, & client expectations.

In Progress

- Perform design checks for accuracy, compliance, & constructability
- Coordinate with sub-consultants & multidisciplinary teams.
- Monitor project milestones & design progress.
- Document changes & track technical decisions.

In Review

- Conduct structured internal reviews.
- Incorporate client & agency feedback.
- Cross-check plans, specifications, & reports for alignment.
- Resolve review comments & update documentation.

Done

- Final QA sign-off completed.
- Submit to client, agency, or contractor as needed.
- Archive deliverables with version control.
- Record lessons learned for future project application

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Quality Assurance & Quality Control

At Mulholland, quality isn't just a final check; it's a continuous process. We apply Agile Project Management principles to build quality into every phase of our work. Using a Kanban-based workflow, our team visualizes QA/QC tasks in real time, ensuring clear accountability, timely reviews, and rapid issue resolution. This approach keeps projects moving forward without compromising technical accuracy or regulatory compliance.

METHODOLOGY

Mulholland will implement a structured municipal service delivery framework tailored specifically to Attachment E requirements.

1. Dedicated On-Site Staffing & Continuity

- Assign a consistent City Engineer to maintain minimum 8 hours/week on-site presence.
- Assign a consistent Associate Engineer to maintain 24–30 hours/week on-site presence.
- Provide a Public Works Inspector with frequent in-field presence (4–5 days/week, ~4 hours/day typical for encroachment permits).
- Maintain direct communication channels for applicants, contractors, and City staff.
- Ensure continuity by designating primary and backup personnel.

2. Encroachment Permit Administration & Inspection

Mulholland will:

- Receive and process permit applications.
- Assess fees and issue permits.
- Perform pre-work inspections.
- Review and redline plans.
- Determine permit conditions.
- Review traffic control plans when required.
- Perform ongoing and final inspections.
- Maintain logs and status tracking accessible to City staff.
- Utilize and integrate with the City's cloud-based permitting software (Accela).

Quality control includes checklist-based review procedures and documentation tracking to ensure compliance with approved plans and standards.

3. Development Plan Review & Subdivision Services

For grading, drainage, improvement plans, and Subdivision Map Act projects:

- Review tentative and final maps.
- Review lot line adjustments, mergers, dedications, easements, and vacations.
- Prepare redline comments.
- Draft conditions of approval.
- Coordinate with Planning during entitlement review.
- Identify public works issues early (grading, traffic, off-site improvements).
- Maintain tracking logs and deliver pick-up/delivery services at City Hall.

This approach ensures early issue identification and reduces downstream construction conflicts.

4. Capital Improvement Project (CIP) Support & Contract Administration

Mulholland will support the CIP Manager by:

- Preparing plans, specifications, and engineer's estimates.
- Preparing Notices Inviting Bids.
- Conducting pre-bid meetings.
- Responding to RFIs and issuing addenda.
- Preparing staff reports for Council approval.
- Monitoring labor compliance.
- Preparing change orders.

- Reviewing contractor invoices.
- Preparing project acceptance documentation.
- Maintaining full project documentation.
- Coordinating grant documentation.

We apply milestone-based cost control and schedule tracking to ensure compliance with public procurement regulations.

5. Traffic Engineering Services

Mulholland will:

- Review traffic impact studies.
- Provide engineering judgment on traffic safety issues.
- Conduct stop sign warrant studies, crosswalk evaluations, speed surveys, and accident history reviews.
- Prepare traffic reports and recommendations.
- Present findings to Traffic Committee and City Council.
- Coordinate with LA County DPW on signal timing, striping, and signage.

Our traffic services integrate data analysis with defensible engineering standards.

6. Grant Writing & Administration

Mulholland will:

- Identify funding opportunities.
- Prepare grant applications.
- Coordinate supporting technical documentation.
- Monitor awarded grants.
- Prepare reimbursement documentation.
- Ensure compliance with funding agency requirements.

7. Regulatory & Interagency Coordination

Mulholland will serve as liaison to:

- Los Angeles County Department of Public Works
- Southern California Edison
- Water purveyors
- Sheriff and Fire Departments
- Utility providers
- NPDES consultants
- Building & Safety consultants

We ensure timely coordination and formal documentation of communications.

8. Emergency Response Support

In the event of local or regional emergencies:

- Provide expedited plan review and inspection services.
- Support emergency infrastructure repairs.
- Provide after-hours technical response as required.

9. Accela Software Integration

Mulholland will:

- Learn and integrate into City's Accela platform.

- Assist with permit workflow optimization.
- Support data migration and tracking during conversion process.
- Maintain digital record accuracy.

METHODOLOGY TABLE

Service Area	Key Actions	Deliverables	City Benefit
On-Site City Engineer	8 hrs/week dedicated presence	Policy guidance, staff support	Continuity & institutional knowledge
Associate Engineer	24–30 hrs/week presence	Permit processing, project mgmt.	Faster turnaround & customer service
Encroachment Permits	Application intake, redlines, inspections	Approved permits, inspection reports	Code compliance & risk mitigation
Plan Review	Grading, drainage, subdivision review	Redline sets, conditions of approval	Reduced construction conflicts
CIP Support	PS&E prep, bid support, contract admin	Staff reports, bid docs, change orders	Transparent public procurement
Traffic Engineering	Studies, safety reviews, presentations	Traffic reports & recommendations	Data-driven traffic safety decisions
Grant Services	Grant writing & administration	Applications, reimbursement packages	Increased funding opportunities
Interagency Liaison	Coordination with County & utilities	Meeting summaries & responses	Streamlined approvals
Emergency Services	Rapid review & inspection	Emergency technical support	Infrastructure resilience
Accela Integration	Software training & support	Digital tracking & reporting	Efficient permit workflow

Our Team



Brian M. Nieckula, P.E. Principal in Charge

- Managed, designed, and completed over $1 billion dollars of improvements in California
- Pioneered the Holistic Project Delivery™ framework
- Registered Civil Engineer, R.C.E. No. 87484
- President and Principal in Charge overseeing the full scope of clients of Mulholland Consulting Inc.



Carly Chandler, Vice President of Operations

- Executive overseeing project and resource management for public and private clients
- Implemented essential workflow design and project management procedures
- Currently involved in Southern California Civil Engineering, Building, and Nonprofit Housing community organizations



Alexandra Molina, P.E. Project Planner

- Oversees multiple interdisciplinary areas, tracks current projects, and actively provides a community focus approach
- Interprets California Code of Regulations California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), to ensure compliance within environmental law



Dania Shaker, Project Engineer

- Specializes in technical design review, plan production, and technical execution across all project engineering specialties
- Actively provides QA/QC engineering and oversite
- Supports land development, infrastructure, and water system projects



Shamal Kumar, P.E. Project Engineer

- Specializes in structural analysis, construction management, drone-based site inspections, and engineering solutions related to sustainable infrastructure
- Oversaw field operations and support for a 200M+ government project

Karen Campbell, P.E. Project Manager

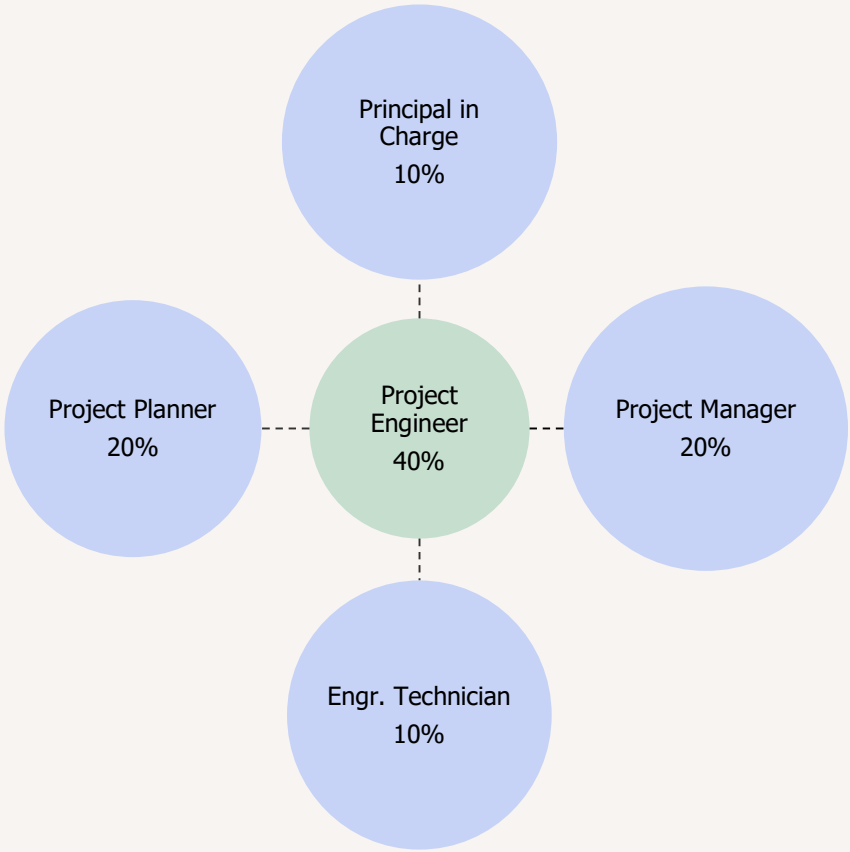
- Focuses is project management in the areas of transportation, storm drain, and water project
- Management of both State and Federally funded projects from inception to completion and project close out
- Supported in full scope of public city projects over 50+ million dollars

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Sample Project Team

The needs of each project will dictate how they are staffed. A sample assignment to a project as a percentage of the total effort can be found below:

Title	Level of Involvement
Principal-in-Charge	10%
Project Manager	20%
Project Planner	20%
Project Engineer	40%
Engineering Technician	10%



Our Organization



RESUMES

BRIAN NIECKULA

brian.nieckula@consultmulholland.com
(949) 229-2449
www.linkedin.com/in/briannieckula



EDUCATION

- **May 2014**
  Texas Tech University
  Bachelor of Science in Civil Engineering

REGISTRATION AND PROFESSIONAL ACHIEVEMENTS

- **Professional Civil Engineer, California C87484**
- **FOX Theater Board Member**
- **American Heart Association Board Member**

WORK EXPERIENCE AND PROJECTS

2019 to Present

Mulholland Consulting, Inc. 2019 to Present

Principal In Charge

Greater Ontario Convention Center Expansion, Ontario, CA

GOCal and City of Ontario

- Entitling expansion of Ontario Convention Center alongside vacation of a public street to permit development of a new pedestrian plaza
- Providing Surveying, Traffic Engineering, Civil Engineering, and more for district wide improvements

Ontario Corporate Yard, Ontario, CA ***City of Ontario***

- Entitling new corporate yard and solid waste transfer station replacing an existing soccer park

Ontario Access Center, Ontario, CA
City of Ontario

- Entitling emergency and transitional housing for homeless services center
- Providing Civil Engineering, Environmental Permitting, Right of Way Engineering, and more

Sunrise at Bogart, Riverside, CA ***NPHS Inc.***

- Leading design team to complete construction documents for twenty-three affordable housing units and community center

Catch Basin Trash Excluder Project
City of Culver City (2020 – Present)

- Obtaining Flood Control Permit for Catch Basin Retrofits of 314 City and County owned catch basins with trash excluder devices
- Provided ownership research, GIS database management, and map production

Civic Center Sewer and Storm Water Lift Stations ***City of Cerritos (2019 – Present)***

- Designing new 320 gpm sewer lift station due to shallow existing storm drain crossing

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KAREN CAMPBELL

karen.campbell@consultmulholland.com
(951) 533-9733
https://www.linkedin.com/in/karen-campbell-96796a165

EDUCATION

- **May 1987**
  California State University, Fullerton
  Bachelor of Arts, Emphasis: Environmental Design
- **May 2000**
  University of California, Institute of Transportation Studies

WORK EXPERIENCE

August 2020 to Present

Mulholland Consulting, Inc. August 2025 to Present

Project Engineer

- Assists in preparing engineering calculations (grading, drainage, utilities, roadway geometry)
- Develops and reviews site plans, specifications, and cost estimates
- Ensures design/s meet local, state, and federal code requirements
- Oversees project coordination
- Prepares submittals for public and private clients
- Performs site visits and oversees construction management
- Reviews plans and submittals from fruition to completion

2019 to 2020

City of Chino

Public Works Project Manager

2004-2019

City of Chino

Associate Engineer

Project Experience

City of Chino

$40 Million Capital Improvement Program

Eastside Water Treatment Facility Expansion, WA19C

Riverside Drive Street Improvement and Storm Drain Project, ST183/SD211

Edison Avenue Interconnect/Communications and Traffic Signal, TR 151

SKILLS

Civil Engineering Fundamentals• Microsoft Office (Word, Excel, Power Point, Outlook) • Interpretation and Review of Construction Plans • Technical Communication • Project Management Software (Asana, Trello) • Construction Management Software (Procore, Autodesk Construction Cloud) • AutoCAD • Civil 3D • Water CAD • Micro Station• Bluebeam Revu • Local Agency Standards and Details• Public Speaking • Utility Layouts • Site Visit Operations • Supports in Construction Administration

CARLY CHANDLER

carly.chandler@consultmulholland.com
(714) 770-1509
https://www.linkedin.com/in/carly-chandler-865087331



EDUCATION

- **Jun 2018**
  Brandman University
  Riverside, CA
  Bachelor's Degree-Organizational Leadership

WORK EXPERIENCE

January 2024 to Present

Mulholland Consulting, Inc.

Vice President of Operations

- Oversees both public and private contracts from fruition to completion
- Manages project delivery performance
- Billing, invoicing, and monthly budget management
- Managing staffing requirements
- Manages resource allocation across all departments
- Monitors utilization rates and billable hours
- Responsible for mentorship and leadership development
- Internal workflow management
- Business development and literacy

Jun 2021 to January 2024

Green Clean Pressure Washing

Office Manager

SKILLS

Profit and Loss (P&L) Management• Financial Planning• Workforce Planning • Technical Writing • Project Management Software (Asana, Trello) • Construction Management Software (Procore, Autodesk Construction Cloud) • Schedule Oversight • Data Analysis • Strategy • Microsoft Office Suite • Bluebeam Revu • Critical Thinking/Problem Solving • Public Speaking • Intuit QuickBooks • Process Standardization

SHAMAL KUMAR

shamal.kumar@consultmulholland.com
(424) 209-5269
www.linkedin.com/in/shamal-kumar-



EDUCATION

- **Jun 2020**
  California State University, Fullerton
  Bachelor of Science in Civil Engineering

WORK EXPERIENCE

2025 to Present

Mulholland Consulting

Project Engineer

City of Diamond Bar- Sycamore Pedestrian Bridge Removal

- Civil Design Support, Plan Preparation, Cost Estimate Coordination, Drone Survey, internal Review Coordination

City of La Quinta-Retention Basin Improvements

- Hydrology + storage evaluation, Watershed delineation updates, Drywell and Infiltration Basin Sizing Analysis, Volume Calculations and Methodology Documentation, Report and Technical Documentation

City of Cerritos – "Milking Time" Sculpture Pad/Landscape Integration Scope

Civil/site Integration around Public Art Installation, Supported Design Considerations tied to landscape and Pad Interface

HMC Access Center- Ontario Motor Inn and Bright Star Motel

- Civil Design Support, Plan Preparation and Revisions, Grading, Reviewed Previous Demolition Bid Package

2023 to 2025

Administrative Engineering Intern

City of Yorba Linda

2020 to 2022

Fleet Manager I Assistant Foreman

Fairdeal Earthmoving Contractors LTD, PTE

SKILLS

Technical Collaboration • 3D Simulations• Drone Surveying• Project Management Software (Asana, Trello) • Construction Management Software (Procore, Autodesk Construction Cloud) • Logistical Analysis • Data Analysis • Strategy • Microsoft Office Suite • Bluebeam Revu • Critical Thinking/Problem Solving • Public Speaking • Bridge Removal Plans • Demolition and Sight Plan Design • Basin Calculation and Storage • Runoff Volume Computation • Infiltration and Drywell Sizing • Plan Submittals • Cost Estimates • Specification Editing

DANIA SHAKER

dania.shaker@consultmulholland.com
(909) 642-2126
www.linkedin.com/in/daniashaker



EDUCATION

- **May 2025**
  California State Polytechnic University, Pomona
  Bachelor of Science in Civil Engineering- Emphasis in transportation and design

WORK EXPERIENCE AND PROJECTS

August 2025 to Present

Mulholland Consulting, Inc. Jul 2025 to Present

Engineering Technician

- Assisted in the planning, design, and implementation of land development and infrastructure projects
- Conducted site inspections and data analysis to support engineering requirements
- Collaborated with senior civil engineers and project managers on design updates and revisions
- Prepared technical reports and documentation for compliance and project tracking
- Managed data entry and organization within client information management systems
- Supported utility research by collecting field data and transferring existing utility information from as-built into project CAD files
- Contributed to multiple projects including but not limited to: Center for the Performing Arts Sewer and Groundwater Lift Station Modifications (City of Cerritos, as well as City of Ontario Projects- Ontario Convention Center, Ontario Access Center, Ontario Corporate Yard

August 2024 to April 2025

Cal Poly Pomona Senior Project I-15 Improvement Design Team Member

Associate Civil Engineer

SKILLS

Envision Sustainability Professional • Microsoft Office (Word, Excel, PowerPoint, Outlook) • Mat Lab • Technical Communication • Project Management Software (Asana, Trello) • Construction Management Software (Procore, Autodesk Construction Cloud) • AutoCAD • Civil 3D • Water CAD • Micro Station• Bluebeam Revu • Local Agency Standards and Details• Public Speaking • Utility Layouts • Site Visit Operations • Supports in Construction Administration

Our Team

ALEXANDRA MOLINA

alexandra.molina@consultmulholland.com
(626) 756-5112
www.linkedin.com/in/alexandra-molina-097



EDUCATION

- **Jun 2019**
  University of California, Los Angeles; Major GPA: 3.7
  Bachelor of Science in Ecology, Behavior, and Evolution • AR Wallace Scholar for International Field and Marine Research

WORK EXPERIENCE AND PROJECTS

Jul 2025 to Present

Mulholland Consulting, Inc. Jul 2025 to Present

Project Planner

- Interprets California Code of Regulations, California Environmental Quality Act (CEQA), and National Environmental Policy Act
- (NEPA) to ensure proper permitting and project developments' compliance with environmental laws
- Ensures projects planned, developed, and executed are in conformance with City and County General Plan
- Informs and mediates multidisciplinary (engineering, architecture, ecology, municipality) teams of environmental and legal
- implications of current plans
- Organizes and manages cloud-based Construction Documents (Procore, Autodesk Construction Cloud)

Jun 2022 to Jul 2025

Health and Medicine Division; National Academies of Sciences, Engineering, and Medicine

Communications Associate

Jun 2019 to May 2022

Zoology and Wildlife Conservation; Smithsonian National Zoo and Cornell University

Researcher for Drs. Alexander Travis and Pierre Comizzoli and Spring Semester Teaching Assistant

Jan to Feb 2019

Bat Ecology Research for UCLA Field Biology Quarter; Manú National Park, Peru

Student Scientist overseen by Drs. Debra Shier and Greg Grether

SKILLS

Field Biology Research (Peruvian Amazon, Mojave Desert, Belize) • Geospatial Information Systems & Technology (ESRI) • Practicing Spanish Fluency • Technical Writing • Project Management Software (Asana, Trello) • Construction Management Software (Procore, Autodesk Construction Cloud) • Biology and Public Health Science Communication • Data Analysis • Strategy • Microsoft Office Suite • Bluebeam Revu • Critical Thinking/Problem Solving • Public Speaking • Wildlife Husbandry • Diversity, Equity, and Inclusion (DEI) Leadership

Our Portfolio

Our On-Call Portfolio

On-Call Experience

Client	City of Newport Beach
Contact	Ben Davis, Senior Civil Engineer
Telephone	949.644.3317
Scope	Selected for on-call Professional Engineering Services.

POMONA

Client	City of Pomona
Contact	Andrew, Finance Director
Telephone	909.620.2381
Scope	Selected for on-call Surveying, Mapping, and Right-of-Way Engineering services roster

Client	City of Hermosa Beach
Contact	Romany Basilyous, Associate Engineer
Telephone	310.318.0263
Scope	Selected for on-call Civil Engineering Services.

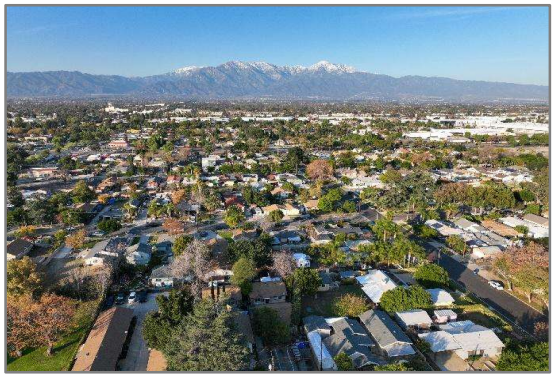
Client	City of South El Monte
Contact	Rene Salas, Public Works Director
Telephone	626.579.6540
Scope	Selected for Engineering Design and Construction Management services roster.

Client	City of Glendale
Contact	Arthur L. Asaturyan, Project Manager
Telephone	818.937.8249
Scope	Selected for on-call Project and Construction Management Professional Services.

Client	City of Cerritos
Contact	Amandeep Mann
Telephone	562.860.0311
Scope	Selected for on-call Construction Management and Inspection Services.

Our Portfolio

Civic Projects



Ontario, CA

New Ontario Corporate Yard

The new City of Ontario Corporate Yard is comprised of offices, Supervisory Control and Data Acquisition, a Disaster/Emergency Operations Center, warehouse shops and storage, waste transfer station, fleet/equipment parking, parking structure, surface parking, and generators. The new Corporate Yard will replace the existing soccer complex and will feature a new bridge for access. Mulholland's scope of services includes relocation and development of the City of Ontario's Public Services Agency Yard. This entails the production of new office spaces, warehouses, and fleet services, incorporation of environmental sustainability measures such as energy-efficient designs, passive cooling, and solar infrastructure and the reorganization of fleet services, public works, and integrated waste areas. This provides for flexibility and future expansion of the area.

Duration	2025-Present
Value of Improvements	$500 million
Company	HMC Architects
Contact Name	Andrew Cartwright
Title	Senior Project Manager
Address	3546 Concours St Ontario, CA 91764
Email Address	andrew.cartwright@hmcarchitects.com
Phone Number	909.330.0977



Ontario, CA

Greater Ontario Convention Center

The Greater Ontario California (GOCAL) Convention Center Expansion project will transform the existing building and create a unified campus to solidify its place as a destination within the “Premier City of the Inland Empire”. The project will deliver 450,000 SF of indoor convention center space to serve the ambitions of its clients. A public street is proposed to be closed to allow the development of a landscaped public plaza. A new 2,000-vehicle parking structure will ensure ample parking for attendees, while on-site retail will add convenience and enhance the visitor experience. A pedestrian bridge over Holt Boulevard will improve safety and connectivity within the growing Convention Center District. For the Ontario Convention Center Expansion Project, Mulholland Consulting has been engaged to provide comprehensive civil engineering & entitlement services. Our role includes coordinating with city departments, Caltrans, Omnitrans, & other stakeholders to ensure smooth project progress.

Duration	2024-Present
Value of Improvements	$575 million
Company	HMC Architects
Contact Name	Brandon Gullotti, AIA
Title	Principal in Charge
Address	3546 Concours St Ontario, CA 91764
Email Address	brandon.gullotti@hmcarchitects.com
Phone Number	626.826.9108



Ontario, CA

Ontario Wellness Center

The Ontario Wellness Center Project includes the renovation of an existing motel and the construction of new complementary buildings for Emergency and Temporary Housing. The development will feature a community-oriented space with amenities such as outdoor seating, walking paths, a dog park, and a community garden, all aimed at fostering a sense of belonging and healing. Social services offered at the facility include a recuperative care clinic, a mental health clinic, and a case manager provided to each to help with finding permanent housing. Mulholland's scope of the Ontario Access Center Project includes a range of civil engineering and environmental services to support the development of a transitional housing facility. Mulholland Consulting will provide project management support, including master schedule updates, coordination with the City of Ontario, and facilitation of meetings with city departments.

Duration	2025-Present
Value of Improvements	$44 million
Company	HMC Architects
Contact Name	Bem Kim
Title	Project Manager
Address	3546 Concours St Ontario, CA 91764
Email Address	bem.kim@hmcarchitects.com
Phone Number	909.332.5639

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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 **President** of **Mulholland Consulting Inc.** the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on **03-05-2025** at **Riverside, CA.**

Firm **Mulholland Consulting Inc.**

(Signature)

Brian Nieckula -President

(Print Name & Title)

Street **134 S. Glassell St.**

Suite I

City **Orange**

State **California**

Zip **92866**

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ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM

Proposer, Mulholland Consulting Inc. 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 Mulholland Consulting Inc. 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: Mulholland Consulting Inc.

By:

Title: Brian Nieckula-President

Date: 03-05-2026

SUBCONTRACTOR:

Southern California Geotechnical Inc will assist with Geotechnical Engineering.

By	Gregory K. Mitchell (Principal Engineer)
Phone Number	714.685.1115
Address	22885 Savi Ranch PKWY, Suite E Yorba Linda, CA 92887
Date:	03-05-2026

Dawson Surveying Inc. will provide surveying services.

By	ROBERT JOHN DAWSON, PLS (CEO/President)
Phone Number	951.538.9386
Address	1814 Commercenter W, Suite G San Bernadino, CA 92408
Date:	03-05-2026

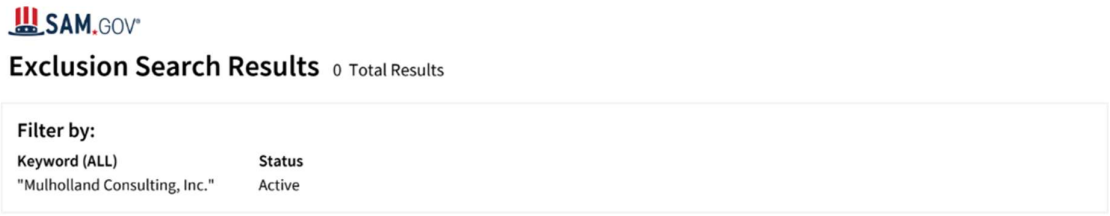
Conaway Geomatics Inc. will provide Land Surveying & Subsurface Utility Locating Services.

By:	Shannon K. Conaway, PLS (CEO)
Phone Number	714.486.0258
Address	101 S. Kraemer Blvd. #250. Placentia, CA, 92870
Date:	03-05-2026

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ATTACHMENT C

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION.



SAM.GOV

Exclusion Search Results 0 Total Results

Filter by:

Keyword (ALL)	Status
"Mulholland Consulting, Inc."	Active

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ACORD®

ATTACHMENT F

ATTACHMENT F

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/10/2025

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

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

PRODUCER Pearl Insurance 1200 E Glen Ave Peoria Heights, IL. 61611	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Mulholland Consulting, Inc. 4886 Palo Verde Ln Riverside, CA 92501-3947	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Massachusetts Bay Insurance Company — 22306 INSURER B : The Hanover Insurance Company — 22292 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] perty GGREGATE LIMIT APPLIES PER: GE ICY [ ] PRO-JECT [ ] LOC [X] IER:	Y	Y	ODC-H003053-05	08/01/2024	08/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	ODC-H003053-05	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WDC-H771617-03	09/23/2024	09/23/2025	[X] PER STATUTE [X] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	StopGap $ 1,000,000 $ 1,000,000 $ 1,000,000

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ATTACHMENT F

B	Professional Liability Retroactive Date:08/02/2019 01/15/2020 for the $2m/$2m	N	Y	LHC H003074 05	08/02/2024	08/02/2025	$2,000,000 per claim $2,000,000 aggregate	Ded: $10,000 claim $20,000 agg

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

Loc 1: 7177 Brockton Ave, Ste 110, Riverside, CA 92506

CERTIFICATE HOLDER

PROOF OF INSURANCE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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ATTACHMENT G
W-9 FORM

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
5000 Birch St., West Tower, Suite 3000

Requester's name and address (optional)

6 City, state, and ZIP code
Newport Beach, CA 92660

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 4 - 2 1 2 0 3 2 0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► Brian Mulholland Date ► August 30, 2023

General Instructions

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

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

Purpose of Form

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

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

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

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

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

March 2, 2026

Addendum No. 1
Re: To All Potential Bidders
RFP# 2026-12
City Engineering Services, Traffic Engineering Services, Engineering Grant Writing/Administration Services, and On-Call General Engineering Services

To Whom It May Concern:

	Question	Answer
1	Is the prospective bidder required to provide all the Scope of Services, as stated in Attachment E?	Yes
2	Also, the RFP lists City Engineering Services, Traffic Engineer Services, Engineering Grant Writing/administration Services, and Call General Engineering Services. However, in the Scope of Services, Engineering Grant Writing/administration Services is not listed as a separate service but rather under City Engineering Services. Does this mean that a prospective bidder intending on providing Engineering Grant Writing/Administration Services needs to fulfill all of the City Engineering Services, as well? Please disregard if the bidder is required to propose on all the services stated in Attachment E	Yes, the proposed consultant is to provide all engineering services and Grant Writing/Administration Services as mentioned in the RFP.
3	Are firms expected to be able to perform all services shown in the scope of work?	Yes
4	With several types of services being requested, is this RFP intended to establish a bench of consultants?	No, this is intended to have one consultant serve our city.

Addendum No. 1
RFP# 2026-12
City Engineering Services, Traffic Engineering Services, Engineering Grant Writing/Administration Services, and On-Call General Engineering Services
Continued

5	The City was directed to issue an RFP for Grant Writing Services per the February 3rd City Council Meeting. Being that this RFP includes Grant Writing Services, and if the intent is to have more than one firm that provides Grant Writing Services, how will assignments for grant writing services/activities be distributed?	No, this is intended to have one consultant hired on. If the selected consultant decides to hire a subcontractor to fulfill the required tasks, that may be an option.
6	1. Please confirm whether this procurement is subject to, and incorporates, the requirements set forth in the Caltrans Local Assistance Procedures Manual (LAPM) relating to the Architectural & Engineering (A&E) Consultant Contract Audit and Review Process, including but not limited to Indirect Cost Rate documentation, audit compliance standards, and all applicable federal and state requirements governing A&E consultant contracts.	This is not a federal project and wouldn't require the LAPM.
7	Regarding the insurance requirements for General Liability, the RFP specifies limits of $2,000,000 per occurrence (personal injury or bodily injury) and $4,000,000 aggregate. Would the City accept $1,000,000 per occurrence and $2,000,000 aggregate?	The City will only accept what's identified in the RFP.

The bidder shall acknowledge receipt of all addenda by signing and enclosing each addendum form in its proposal submittal. Failure to do so may result in a rejection of his/her submittal.

Authorized Signature

Sincerely,

Karen Ogawa
Finance Director

ATTACHMENT NO. 6

RESOLUTION NO. 2026-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (TRANSTECH ENGINEERS)

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

WHEREAS, on May 5, 2026, the City Manager presented to the City Council a proposed budget for Fiscal Year 2026-27 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

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

WHEREAS, on June 16, 2026, the City Council adopted a budget for Fiscal Year 2026-27; and

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

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

SECTION 1. The City Council hereby approves Budget Amendment No. 2027-05, attached hereto as Exhibit A, for Fiscal Year 2026-27.

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

APPROVED AND ADOPTED this 18th day of August, 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. 2026-90 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of August, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

Exhibit A

City of West Covina
Fiscal Year 2026-27
Budget Amendment No. 2027-05

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 122 – Prop C			
Revenue	2,444,472	0	2,444,472
Expenditures	2,285,092	150,000	2,435,092
Net Change in Fund Balance	**159,380**	**150,000**	**9,380**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**150,000**	
Fund 124 – Gas Tax			
Revenue	3,013,200	0	3,013,200
Expenditures	2,014,184	550,000	2,564,184
Net Change in Fund Balance	**999,016**	**550,000**	**449,016**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**550,000**	
Fund 189 – Sewer			
Revenue	4,721,470	0	4,721,470
Expenditures	2,621,117	150,000	2,771,117
Net Change in Fund Balance	**2,100,353**	**150,000**	**1,950,353**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**150,000**	

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WEST COVINA AND TRANSTECH ENGINEERS, INC. FOR CITY ENGINEERING, TRAFFIC ENGINEERING, GRANT WRITING/ADMINISTRATION, AND GENERAL ENGINEERING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of September 1, 2026 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and TRANSTECH ENGINEERS, INC., a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to City to provide City Engineering, traffic engineering, grant writing/administration, and general engineering services, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

E. Consultant responded to the City's Request for Proposals dated February 18, 2026, incorporated via this reference as if fully set forth herein, and Consultant's response to the Request for Proposals was a material inducement to the City ultimately entering into this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by

professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of Consultant to comply with this section.

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

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

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

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B."

2.2. Annual Rate Increases. Commencing on July 1, 2027, Consultant may increase Consultant's hourly rates on an annual basis in an amount equal to the 12-month percentage change in the Consumer Price Index for all Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area as reported by the Bureau of Labor Statistics, provided that no annual increase to the hourly rates shall exceed three and one-half percent (3.5%). The change in CPI-U will be calculated based on the 12-month percentage change in CPI-U from April to April. If Consultant desires to increase the hourly rates as set forth herein, Consultant shall provide written notice to the City on or before June 1, which notice shall include reference to the CPI index, the percentage change in the CPI-U, and the revised hourly rates based on such CPI increase. If written notice is submitted as required herein, the annual increase will go into effect on July 1. No increase to the hourly rates will be retroactive.

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

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

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

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3.0. TERM AND TERMINATION

3.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on August 31, 2028, unless previously terminated as provided herein. Thereafter, this Agreement may be extended for a maximum of three (3) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

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

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

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

(a) Be adjudged bankrupt;

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

(c) Make a general assignment for the benefit of creditors;

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

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

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

3.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed

as of the effective date of termination in accordance with the fees set forth herein.

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

4.0. INSURANCE

4.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages:

(a) General liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile 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 ($1,000,000.00) per accident for bodily injury or disease.

4.2. Additional Requirements.

(a) Proof of insurance. Consultant 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 Finance Director 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. Consultant 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. Consultant'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 Consultant 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 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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. Consultant 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 Consultant's insurers are unwilling to provide such notice, then Consultant shall notify the City immediately in the event of Consultant'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). Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

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

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

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

5.0. GENERAL PROVISIONS

5.1. 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.

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

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

5.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant

shall make available the professional services of Ahmad Ansari, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

5.4. 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 CONSULTANT:	IF TO CITY:
Transtech Engineers, Inc. 13367 Benson Ave. Chino, CA 91790 Attn: Ahmad Ansari	City of West Covina 1444 West Garvey Ave. South West Covina, CA 91790 Attn: Robert Ortega

5.5. 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.

5.6. 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.

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

5.8. Indemnification and Hold Harmless.

(a) General Indemnification. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant agrees to defend, with counsel of City's choosing, indemnify, and hold harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply

without any advance showing of negligence or wrongdoing by Consultant, its employees, and/or authorized subcontractors, and shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

(b) Indemnification for Design Professional Services. To the fullest extent permitted by law, Consultant agrees to defend, with counsel of City's choosing, indemnify, and hold harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its employees, and/or authorized subcontractors, in the performance of design professional services under this Agreement by a "design professional," as such term is defined in California Civil Code section 2782.8(c). The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of Consultant, its employees, and/or authorized subcontractors, and shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon such negligence, recklessness, or willful misconduct, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

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

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

5.15. Economic Interest Statement. Consultant hereby acknowledges that pursuant to California Government Code Section 87300 and the Conflict of Interest Code adopted by City, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

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

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

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

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

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

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

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

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

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

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

5.26. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by

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

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

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

[SIGNATURE PAGE FOLLOWS.]

DRAFT

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

CITY OF WEST COVINA,
A municipal corporation

_____
Milan Mrakich
City Manager

CONSULTANT

_____
Allen “Ali” Cayir
President

_____
Sybil Cayir
Secretary

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Karen Ogawa
Finance Director

DRAFT

EXHIBIT A

SCOPE OF SERVICES

[TO BE INSERTED FOLLOWING CITY COUNCIL APPROVAL.]

DRAFT

EXHIBIT B

CONSULTANT'S PROPOSAL

[TO BE INSERTED FOLLOWING CITY COUNCIL APPROVAL.]

DRAFT

AGENDA ITEM NO. 6

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF AGREEMENT FOR THE CITYWIDE PEDESTRIAN & VEHICLE TRAFFIC SAFETY IMPROVEMENTS FY 2025-26 - PROJECT NO. 26014**

RECOMMENDATION:

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

1. Reject the bid submitted by WGJ Enterprises, Inc. DBA PCI as non-responsive;
2. Award the Construction Services Agreement for the Citywide Pedestrian & Vehicle Traffic Safety Improvements FY 25-26 (Project No. 26014) to CAT Tracking, Inc. as the lowest responsible bidder;
3. Authorize the City Manager to negotiate and execute an agreement with CAT Tracking, Inc. for $447,343.00, in such form as approved by the City Attorney;
4. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions;
5. Authorize the City Manager to negotiate and execute any amendments to the agreement within the authorized contingency; and
6. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).

BACKGROUND:

On February 6, 2024, November 19, 2024, February 18, 2025, June 17, 2025, and November 18, 2025, the City Council approved recommendations from the Traffic Committee meetings conducted between September 2023 and October 2025. These recommendations included various pedestrian and vehicular traffic safety improvements throughout the City.

The approved traffic safety improvement locations include the following:

1. Valerie Ct. at Wednesday Dr.
2. “Little” Francisquito Ave.
3. N. Azusa Ave. and E. Thelborn St.
4. S. Willow Ave. from W. Garvey Ave. S. to W. Merced Ave.
5. S. Sunkist Ave. at W. Yarnell St.
6. S. California Ave. at W. Vine Ave.
7. S. Tonopah Ave. at W. Delvale St.
8. E. Doublegrove St. at E. Autumn Dr.
9. 843 W. Blue Ash Rd.
10. E. Autumn Dr. from S. Azusa Ave. to E. Doublegrove St.
11. Temple Ave. at Natalie Ave.
12. N. Lark Ellen Ave. from E. Rowland Ave. to E. Workman Ave.

13. N. Sunset Ave. at W. Rowland Ave.
14. S. Lark Ellen Ave. at E. Cameron Ave.
15. Hollencrest Middle School.
16. Valley Blvd. at Clubhouse Dr.
17. Hollenbeck Ave. from E. Garvey Ave. S. to E. Cortez St.
18. E. Merced Ave. at Hollenbeck Ave.
19. Woodridge Cir. at Temple Ave.
20. E. Rowland Ave. at N. Lark Ellen Ave.
21. Barranca St. at E. Garvey Ave. S.
22. Edgewood School Crosswalk.
23. E. Service Ave. from S. Lark Ellen Ave. to Valinda Ave.
24. Walnut Creek Pkwy. from S. Citrus St. to Hollenbeck Ave.
25. S. Cherrywood St. at E. Garvey Ave. S. (No Truck Route).
26. S. Nelson St. from S. Azusa Ave. to Fairgrove Ave.
27. E. Rowland Ave. at S. Lark Ellen Ave.
28. S. Bromley Ave. at W. Ituni St.
29. N. Nora Ave. at W. Rowland Ave.
30. N. Broadmoor Ave. at W. Rowland Ave.
31. E. Workman Ave. at N. Toland Ave.
32. S. Lark Ellen Ave. from E. Cameron Ave. to E. Larkwood St.
33. Wednesday Dr., Tuesday Dr., and Stephanie Dr.
34. S. Montezuma Way between S. Golden Vista Dr. and S. Golden Vista Dr.
35. W. Garvey Ave. N. at N. Sunkist Ave.
36. Sandy Hook St. S. from W. Blue Ash Rd. to W. Christopher St.
37. E. Valley Blvd. Refreshing.
38. E. Puente Ave. from N. Azusa Ave. to S. Armel Dr.
39. Fairway Lane and E. Garvey Ave. N.
40. Montezuma Way and S. Citrus St.
41. S. Walnut Ave. from E. Vine Ave. to Francisquito Ave.
42. 150 South Grand Ave.
43. S. Nelson St. and Fairgrove Ave.
44. S. Pima Ave. from S. Bandy Ave. to E. Stuart Ave.
45. E. Walnut Creek Parkway from S. Glendora Ave. to S. Lark Ellen Ave.
46. S. Bubblingwell Rd. from E. Truman Pl. to S. Silverbirch Pl.
47. W. Puente Ave. from N. Vincent Ave. to N. Sunset Ave.
48. W. Merced Ave. and S. Willow Ave.
49. S. Citrus St. and E. Lark Hill Dr.
50. Hollingworth Elementary School.
51. W. Sunkist Pl., east of N. Sunkist Ave.
52. Francisquito Ave. between Puente Ave. and S. Orange Ave.
53. Valinda Ave. and E. Merced Ave.

The project will implement pedestrian and vehicle traffic safety improvements at the above-listed locations. These improvements are intended to enhance traffic operations, improve pedestrian safety, and address traffic-related concerns identified throughout the City.

DISCUSSION:

On May 25, 2026, the City advertised the Citywide Pedestrian & Vehicle Traffic Safety Improvements FY 2025-26 Project for construction bids. The following two (2) bids were received by the City at the Bid Opening held on June 17, 2026, at 2:00 PM.

Contractor Name	Total Bid Amount
WFJ Enterprises, Inc. DBA PCI	$347,200.00
CAT Tracking, Inc.	$477,343.00

At the time of bid opening, WGJ Enterprises, Inc. dba PCI was the apparent low bidder. However, during the bid review, staff determined that WGJ Enterprises, Inc. dba PCI did not possess the contractor licenses required by the Notice Inviting Bids and Addendum No. 1.

Section 5 (Contractor License) of the Notice to Contractors in the bid documents, as amended by Addendum No. 1, states:

"In accordance with provisions of Section 3300 of the California Public Contract Code, City of West Covina has determined that the contractor shall possess a Class A or C-31 & C-32 valid California Contractor's License. Failure to possess such license may render the bid as non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and subcontractors will be required to possess business licenses from the City of West Covina."

Additionally, Section 29 of the Instructions to Bidders states, in relevant part:

"The City of West Covina will not enter into a contract with any bidder who is not properly licensed to do the work of this contract under the provisions of Section 7040 et seq. of the Business and Professions Code, unless particularly exempted by the terms thereof. See Section I, Notice to Contractors, 'Contractor License,' for the licensing requirements. A bid by a contractor who is not properly licensed shall be considered non-responsive and will be rejected. The contractor must hold all subcontractors to these same contract requirements."

The contractor licensing requirement is a material term of the bid documents.

WGJ Enterprises, Inc. dba PCI possesses a C-32 Contractor's License but does not possess either a C-31 Contractor's License or a Class A Contractor's License. Accordingly, PCI's bid does not conform to the material terms of the bid documents and is therefore non-responsive.

CAT Tracking, Inc. submitted a formal bid protest regarding PCI's failure to possess the license classifications expressly required by the City's bid documents. Based on staff's review of the bid documents and applicable licensing requirements, staff has determined that the protest is supported by the bid requirements.

Accordingly, staff recommends that the City Council reject the bid submitted by WGJ Enterprises, Inc. dba PCI as non-responsive and award the agreement to CAT Tracking, Inc., whose bid has been determined to be responsive.

Staff conducted a bid analysis of CAT Tracking, Inc. The review included verification of contractor licensing through the California Contractors State License Board, Department of Industrial Relations registration, reference checks, and a review of applicable state and federal debarment lists.

The draft of the proposed agreement with CAT Tracking, Inc. is included as Attachment No. 1.

Project Timeline
Upon execution of the agreement and issuance of a Notice to Proceed, construction is anticipated to be completed within six (6) months. Project completion is expected prior to or in Spring 2027.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

ENVIRONMENTAL REVIEW:

Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section(s) 15302: Replacement or reconstruction; Replacement or reconstruction of existing utility and/or facilities involving negligible or no expansion of capacity.

Prepared by: Robert Ortega, CIP Project Manager

Fiscal Impact

FISCAL IMPACT:

The construction estimate with contingencies is $603,913.05.

Base Construction Contract	$447,343.00
Proposed Construction Contingency (15%)	$67,101.45
Subtotal Construction Estimate	**$514,444.45**
Project Management and Administration	$44,734.30
Construction Management and Inspection	$44,734.30
Total Construction Estimate	$603,913.05
Total Budget	$2,498,353.00
(Over)/Under Budget	$1,894,439.95

This project is included in the FY2026-27 Budget under Fund 237, Senate Bill (SB) 1.

Project	Fund	Current Budget Balance	Amount Requested	New Balance
C26014, Pedestrian & Vehicle Safety Imp FY 25-26	Fund 237, Senate Bill (SB) 1	$2,498,535.00	$603,913.05	$1,894,439.95

Attachments

Attachment No. 1 - Draft Construction Services Agreement

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

CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF WEST COVINA
AND
CAT TRACKING INC.
FOR
CITYWIDE PEDESTRIAN & VEHICLE TRAFFIC SAFETY IMPROVEMENTS FY 2025-26
(PROJECT NO. C26014)

THIS CONSTRUCTION SERVICES AGREEMENT (herein "Agreement") is made and entered into as of August 18, 2026 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation (herein "City"), and CAT TRACKING INC., a California corporation (herein "Contractor").

RECITALS

A. City requires construction services for the Citywide Pedestrian & Vehicle Traffic Safety Improvements FY 2025-26, Project No. C26014 ("Project"), that meet the requirements as shown in the project specifications and this Agreement.

B. Contractor has submitted a bid to perform the construction services for the Project and has represented to City that Contractor is qualified to perform said services.

C. City has determined that Contractor is the lowest responsible bidder.

D. City and Contractor desire to enter into this Agreement for the Project on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide all work described in the Contract Documents, which generally consists of installation of pedestrian and vehicle traffic safety improvements including signage, striping, and pavement markers at various locations Citywide and all related work as per the City's plans and specifications, as further described herein, which services may be referred to herein as the "services" or "work". As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality and fit for the purpose intended.

1.2 Documents Included in Contract. The complete Agreement consists of:

(a) This Agreement;

(b) Notice to Contractors and Instructions to Bidders, Bid Documents, Contract Documents and Specifications for the Project (collectively, "Bid Documents"), incorporated by this reference as if fully set forth herein;

(c) Addendum No. 1 to the Bid Documents, dated June 12, 2026, incorporated by this reference as if fully set forth herein;

(d) Contractor's Proposal, attached hereto as Exhibit A and incorporated herein;

(e) Certificates of Insurance, attached hereto as Exhibit B and incorporated herein;

(f) Bonds, attached hereto as Exhibit C and incorporated herein;

(g) The Standard Specifications and Standard Specifications for Public Works Construction, as detailed in Section 19-1 of the West Covina Municipal Code, incorporated by this reference as if fully set forth herein; and

(h) All exhibits and attachments to the foregoing documents.

The documents comprising the complete Agreement may be referred to in this Agreement as the "Contract Documents." In the event of an inconsistency between any of the terms in this Agreement and any of the documents referenced above, this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time the work is performed.

1.4 Licenses, Permits, Fees, and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including a business license from the City. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. Contractor shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers,

documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own active negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contractor. All change orders are subject to the requirements of West Covina Municipal Code Section 2-358. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the Project site(s).

(c) Legal Working Day. In accordance with the provisions of California Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the California Labor Code regarding eight (8)-hour workday and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight

(8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the California Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the California Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with California Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to California Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the California Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of California Labor Code Section 1776.

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Four Hundred Forty-Seven Thousand Three Hundred Forty-Three Dollars and Zero Cents ($447,343.00) (herein "Contract Sum"), except as provided in Section 1.8 (Additional Services). The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the Contract Sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made within thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the work under the Agreement during the month

covered by said statement. The remaining five percent (5%) of the Contract Sum shall be retained as performance security as detailed in Section 2.3 (Retention of Funds).

2.3 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 2.2 (Progress Payments) of this Agreement. In accordance with said section, City will retain five percent (5%) of the Contract Sum apportionment from each progress payment as performance security to be paid to Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor furnishes City with a release of all undisputed contract amounts if required by City. If there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds as authorized by California Public Contract Code Section 7107 of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder. To the extent consistent with California Public Contract Code Section 22300, Contractor may request and City shall make payment of retentions earned directly to an escrow agent at the expense of Contractor, and may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in California Public Contract Code Section 22300 for securities deposited by Contractor. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall not commence work until Contractor receives a notice to proceed from the City. Contractor shall complete the work within Sixty (60) working days from the commencement date specified in the notice to proceed. Contractor shall submit for the Contract Officer's approval its proposed Construction Schedule. Contractor shall perform the services in accordance with the approved Construction Schedule. When requested by Contractor, extensions to the time period(s) specified in the Construction Schedule may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period(s) specified in the Construction Schedule for performance of the services rendered pursuant to this Agreement shall be extended to the extent caused by delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency other than the City, if Contractor within ten (10) days of the commencement of such delay notifies the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. Contractor shall not be entitled to any damages or increase in compensation due to force majeure.

3.4 Term. Unless earlier terminated as set forth herein, this Agreement shall continue in full force and effect until final approval and acceptance of the Project by the City.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby

designated as being the principal(s) and representative(s) of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Nick Tonkinson

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. Contractor shall keep the Contract Officer informed of Contractor's progress on the services. Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein or in the City's Municipal Code, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required by this Agreement, to the extent permitted by the City's Municipal Code.

4.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor of any liability hereunder without the City's express consent.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation. City, and not Contractor, is responsible for removal, relocation, or

protection of existing main or trunkline utilities but only to the extent such utilities were not identified in the invitation for bids or specifications. Where the specifications call for Contractor to remove, relocate, reconstruct or protect such lines, all such work shall be deemed included in the Contract Sum. Contractor having been presented with a reasonable basis to suspect that any previously unidentified main or trunkline may need to be removed, relocated or protected in place, Contractor shall immediately notify City and the affected utility company in writing of such belief, and the basis therefor, and Contractor shall thereafter work with the City and the utility company to coordinate such removal, relocation or protection. City shall reimburse Contractor for its reasonable costs incurred in locating and repairing damage not caused by Contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delays which meet both of the following requirements: (i) the delays occurred after Contractor gave City the written notice required by this Section; and (ii) the delays were caused by the removal, protection, or relocation of such unidentified utility facilities. Nothing herein shall be deemed to prevent the City from seeking reimbursement of any such costs from the affected utility company.

4.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, if the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.8 (Additional Services) of this Agreement.

(c) If a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.8 Best Management Practices. Contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must

be versed in factors affecting BMP effectiveness. Contractor shall certify it has received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

5.0 INSURANCE

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

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a $2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

(c) If required to meet the limits specified herein, umbrella or excess liability insurance with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

(i) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;

(ii) "Pay on behalf of" wording as opposed to "reimbursement";

(iii) Concurrency of effective dates with primary policies.

If Contractor obtains and maintains an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

(d) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for Contractor's employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of

the State of California for all of the subcontractor's employees. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, Contractor certifies as follows:

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

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

(e) Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. The Builder's Risk coverage shall name the City as a loss payee. If the Project does not involve new or major construction, City may, in its discretion, permit an Installation Floater. If authorized, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

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

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

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

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

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

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

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

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

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

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

5.5 Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement or the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

5.6 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the City is listed as an additional insured on insurance required of subcontractors.

5.7 Sufficiency of Insurers. Insurance required by this Agreement shall be satisfactory only if issued by companies authorized to do business in California, rated with a current A.M. Best's rating of no less than A:VII unless such requirements are waived by the City's Risk Manager in writing due to unique circumstances. If the City's Risk Manager determines that the work or services to be

performed under this Agreement creates an increased risk of loss to the City, the Risk Manager may increase the minimum limits of the insurance policies required by this Section by providing written notice to Contractor; provided that Contractor may appeal such determination to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

6.0 BONDS

6.1 Labor and Materials, Performance and Warranty Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City: (1) a labor and materials bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the payment of all persons furnishing labor or materials in connection with the work, (2) a performance bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Agreement, and (3) a warranty bond in an amount equal to fifty percent (50%) of the Contract Sum to guarantee the work for a period of one (1) year following completion of the work, on the forms provided by the City. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be released or exonerated only if Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.2 Sufficiency of Sureties. Sureties must be authorized to issue bonds in California. In addition, sureties must possess a minimum rating from A. M. Best Company of A:VII and must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, http://www.fms.treas.gov/c570/c570.html, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds must be on a joint and several basis.

6.3 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the Agreement for the work to be performed will be permitted at the request and expense of Contractor.

7.0 INDEMNIFICATION

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

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) If the City, its officers, agents or employees is/are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(d) Contractor's duty to defend and indemnify as set forth herein shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification in favor of City from all subcontractors.

8.0 RECORDS AND REPORTS

8.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer may require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

8.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as may be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

9.0 ENFORCEMENT OF AGREEMENT; TERMINATION

9.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 Notice of Default and Cure Period. If either party fails to perform its obligations hereunder, the nondefaulting party may provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, provided the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement, and/or to call upon any completion or payment bond or other security for performance thereof. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

9.3 Termination for Default of Contractor. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, upon termination, take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds

the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

9.4 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving Contractor thirty (30) days prior written notice of termination of the Agreement. Upon receipt of the notice of termination, Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City, Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

(a) The contract value of the work completed through and including the date of receipt of the notice of termination, less the amount of progress payments received by Contractor.

(b) Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the move-off.

(c) The cost of materials custom-made for this Agreement which Contractor cannot use in its normal course of business, and for which the City has not already paid.

(d) Any costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this Section shall supersede any inconsistent provisions of the Agreement or the Bid Documents. City and Contractor agree that the provisions of this Section are a substantive part of this Agreement's consideration.

9.5 "Claims" by Contractor under Section 9204. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be subject to all requirements of California Public Contract Code Section 9204 ("Section 9204") as it may be amended from time to time. The parties acknowledge that Section 9204 applies to certain requests by Contractor, such as certain requests for time extensions, certain requests for payments not covered by contract, and certain requests for payments of amounts disputed by City. The parties further acknowledge that Section 9204 establishes all of the following: (i) Contractor may submit a "claim" to the City, as that term is defined in Section 9204; (ii) City has an initial 45 days to review and respond to the claim to state "what portion of the claim is disputed and what portion is undisputed". If the City does not issue a written statement, the claim is deemed rejected in its entirety; (iii) Contractor must furnish reasonable documentation to support the claim; (iv) City has 60 days from its written determination to pay any undisputed amount; and (v) specified procedures apply to resolve any amounts in dispute.

9.6 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be considered a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.9 Liquidated Damages. Contractor agrees that failure to complete work within the time allowed herein will result in damages being sustained by the City. Contractor further agrees that the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement. Therefore, Contractor agrees that it and its sureties shall be liable for and shall pay to the City liquidated damages in the amount of five hundred dollars ($500.00) for each calendar day of delay in the performance of any service required hereunder. The City may withhold from any amounts payable on account of services performed by Contractor any accrued liquidated damages. Contractor, on behalf of itself and its sureties, and City agree that the liquidated damages constitute a reasonable estimate of actual damages, and are not punitive.

10.0 CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

10.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Conflict of Interest. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

11.0 MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party shall be in writing and 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.

To City: City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790
Attn: City Engineer

To Contractor: CAT Tracking, Inc.
17 Commercial Avenue
Riverside, CA 92507
Attn: Nick Tonkinson

11.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

11.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.4 Severability. If one or more of the words, phrases, sentences, clauses, paragraphs, or sections in this Agreement is declared unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any of the remaining words, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are severable. Remaining enforceable provisions shall be interpreted to carry out the intent of the parties unless an invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

11.5 Hiring of Undocumented Aliens Prohibited. Contractor shall not hire, employ, or allow any person to work under this Agreement unless such person is properly documented and may legally work within the United States.

11.6 Unfair Business Practices Claims. Consistent with California Public Contract Code Section 7103.5, Contractor, on behalf of itself and all subcontractors, offers and agrees to assign to the City all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) and under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Agreement. This assignment becomes effective when the City renders final payment to Contractor without further acknowledgment by the parties.

11.7 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

11.8 Legal Responsibilities. Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. Contractor shall at all times observe and comply with all such

laws, ordinances and regulations. Neither the City, nor its officers, agents, assigns nor employees shall be liable at law or in equity as a result of Contractor's failure to comply with this Section.

11.9 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.

[SIGNATURE PAGE FOLLOWS.]

DRAFT

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY OF WEST COVINA,
A municipal corporation

_____
Milan Mrakich
City Manager

CONTRACTOR

_____
Name
Title

ATTEST:

_____
Lisa Sherrick, CMC
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Karen Ogawa
Finance Director

AGENDA ITEM NO. 7

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF ACCEPTANCE OF WORK AND AUTHORIZATION TO FILE THE NOTICE OF COMPLETION FOR THE CITYWIDE SIDEWALK, CURB AND GUTTER REPAIR FY 25-26 PROJECT (PROJECTS 26010 & 26013)**

RECOMMENDATION:

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

1. Accept the work performed by F.S. Contractors, Inc. for the Citywide Sidewalk, Curb & Gutter Repair FY 25-26 Project (Project Nos. 26010 & 26013) with a final cost of $342,424.00.
2. Authorize the City Manager and Assistant City Clerk to execute the Notice of Completion and file the Notice of Completion with the County of Los Angeles Registrar-Recorder.
3. Authorize the City Manager to release a retention once appropriate.

BACKGROUND:

On December 16, 2025, the City Council awarded a construction services agreement totaling $311,886.00 to F.S. Contractors, Inc., for the Citywide Curb & Gutter Repair Fy 25-26 Project (Project Nos. 26010 & 26013). The project construction budget also included a contingency budget of $46,782.90 (15% of award amount) for any unforeseen conditions as necessary. The total established construction budget was $358,668.90.

The project included curb and gutter repairs at 8 locations and sidewalk restoration at 13 locations throughout the City, as well as additional locations throughout the City (see Attachment No. 2).

DISCUSSION:

All required improvements were constructed in conformance with the approved plans and specifications. The work was performed within the contractually specified duration and to the City Engineer’s satisfaction. Construction costs totaled $342,424.00, which is within the approved construction budget. The finl inspection was done by the CIP Project Manager and a Senior Inspector from Engineering.

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

LEGAL REVIEW:

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

OPTIONS:

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

Prepared by: Robert Ortega, CIP Project Manager

Fiscal Impact

FISCAL IMPACT:

This contract was funded under Project Nos. 26010 & 26013 (Funds 128 TDA).
The contract was completed within the approved construction estimate.

Construction Contract	$311,886.00
15% Contingency	$46,782.90
Total Construction Budget	$358,668.90
Actual Expenditures	$342,424.00
(Over)/Under Budget	$16,244.90

Attachments

Attachment No. 1 - Notice of Completion

Attachment No. 2- Total Location Map

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

ATTACHMENT NO. 1

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City Clerk City of West Covina 1444 W. Garvey Ave. S. West Covina, CA 91790	

SPACE ABOVE LINE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEES – GOVERNMENT CODE §§ 6103, 27383

NOTICE OF COMPLETION
(California Civil Code § 9204)

NOTICE IS HEREBY GIVEN that on August 18, 2026, the City Council of the City of West Covina accepted the public work of improvement ("Project") described herein and the Project was deemed completed on such date.

1. Name and Address of Owner: The City of West Covina ("City"), 1444 W. Garvey Ave. S., West Covina, CA 91790.

2. Description of Project: The Project is known as: Citywide Sidewalk, Curb & Gutter Repair FY 25-26 Project, Project No. 26010/26013.

3. Location of Project: Multiple locations Citywide, including Amar Rd. from Grandview Ln. to Valinda Ave., Azusa Ave. between Vine Ave. and Cameron Ave., Mt. SAC, 419 S. Pima Ave., Glendora Ave. between W. Garvey Ave. S. and West Covina Pkwy., West Covina Pkwy. between Vincent Ave. and Sunset Ave., 763 N. Sunset Ave., 1616 S. Willow Ave., 1209 W. Margarita Ave., and 2001 E. Aroma Dr.

4. Name and Address of Contractor: F.S. Contractors, Inc., 14838 Bledsoe St., Sylmar, CA 91342

5. Date of Agreement: December 16, 2025

6. Name of Surety: RLI Insurance Company

_____
Milan Mrakich, City Manager Date
City of West Covina

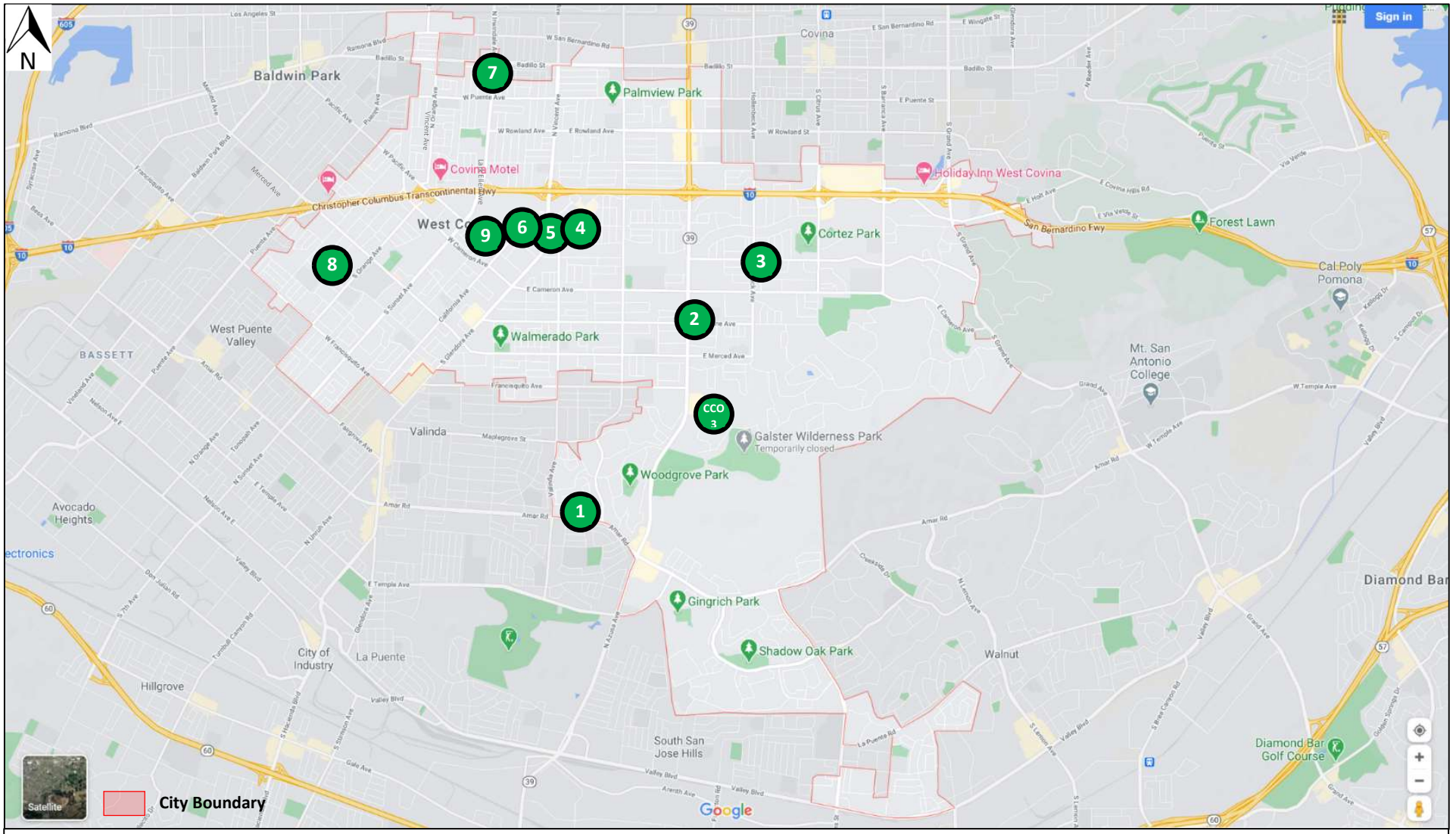
VERIFICATION

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

Executed on _____, at West Covina, California.

_____
Lisa Sherrick
Assistant City Clerk

PROJECT LOCATION MAP



PROJECT LOCATIONS

1. Amar from Grandview to Valinda (N side of Amar)
2. Azusa between Vine and Cameron
3. MT Sac (All 4 sides)
4. 419 S Pima Ave
5. Glendora between Garvey and West Covina Pkwy
6. West Covina pkwy between Vincent Ave and Sunset
7. 763 N Sunset Ave
8. 1616 S Willow Ave
9. 1209 W Margarita Ave
- CCO 3 2001 E Aroma Dr

AGENDA ITEM NO. 8

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **ANNUAL REVIEW OF FINANCIAL POLICIES**

RECOMMENDATION:

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

RESOLUTION NO. 2026-94 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE CITY OF WEST COVINA STATEMENT OF INVESTMENT POLICY

BACKGROUND:

Financial policies are used to set the baseline standards for how the City will be managed financially. The City of West Covina has the following financial policies:

Budget Policy

This policy establishes a budget process to help decision makers make informed choices about the provision of services and capital assets and to promote stakeholder participation in the process. (Attachment No. 1)

Debt Management Policy

This policy establishes guidelines for the issuance and management of debt. Section 2 of this policy requires the Finance Director to conduct an annual review of the policy and bring forward to the City Council any amendments deemed necessary and appropriate. (Attachment No. 2)

Fund Balance Policy

This policy establishes the procedures for reporting unrestricted fund balance in the City's financial statements. Certain commitments and assignments of fund balance help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events, such as revenue shortfalls and unanticipated expenditures. (Attachment No. 3)

Pension Funding Policy

This policy provides guidance in making annual budget decisions; demonstrates prudent financial management practices; creates sustainable and affordable budgets for pensions; and reassures bond rating agencies. Section III.F. of this policy requires the City to review the policy at least once every two years. (Attachment No. 4)

Investment Policy
The purpose of the Investment Policy is to establish prudent investment cash management guidelines for the City of West Covina, the Successor Agency to the former Redevelopment Agency of the City of West Covina, and the West Covina Community Facilities District. The investment goals of the City are safety, liquidity and yield. Section XX of this policy requires the City to review and approve the policy on an annual basis, with any modifications requiring City Council approval. (Attachment No. 5)

DISCUSSION:

It is a best practice, and for some policies a requirement, to conduct an annual review of these policies and bring forward any amendments deemed necessary and appropriate to the City Council for consideration.

No changes are proposed at this time for the Budget, Debt, Fund Balance, Pension or Investment Policies. However; the Investment Policy must be approved annually. In accordance with Section XX of the Statement of Investment Policy, staff recommends that the City Council adopt the proposed resolution to approve the Statement of Investment Policy, as previously approved by the City Council, through the adoption of Resolution No. 2026-94 (Attachment No. 6).

LEGAL REVIEW:

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

Prepared by: Karen Ogawa, Finance Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

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

Attachments

Attachment No. 1 – Budget Policy
Attachment No. 2 – Debt Management Policy
Attachment No. 3 – Fund Balance Policy
Attachment No. 4 – Pension Funding Policy
Attachment No. 5 – Investment Policy
Attachment No. 6 - Resolution No. 2026-94 Approving Investment Policy

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

ATTACHMENT NO. 1

City of West Covina

Budget Policy

Updated – May 19, 2020

INTRODUCTION

This document defines the policies and procedures for the budget for the City of West Covina.

The procedures serve as a guide for maintaining the City's reputation for fairness and integrity of fiscal responsibility in preparation of the annual budget using proper checks and balances. The budget functions will be conducted using the highest ethical standards.

The objective of the budget policy is to establish a budget process that helps decision makers make informed choices about the provision of services and capital assets and to promote stakeholder participation in the process. The term "stakeholder" refers to anyone affected by or has a stake in the City of West Covina with priority to residents and West Covina businesses. The use of "shall" is synonymous with will.

POLICY PURPOSE

Policy and procedures have been established in order to provide the most efficient and effective operations of preparing the budget. The budget process will cover four main Goals:

1. *Establish Broad Goals to Guide City Decision Making*
    - The City Council does adopt broad goals on an annual basis that provide overall direction for the City and serve as a basis for decision making.
        i. Assess community needs, priorities, challenges and opportunities.
        ii. Identify opportunities and challenges for City services, capital assets, and management.
        iii. Develop and disseminate broad goals.

2. *Develop Approaches to Achieve Goals*
    - The City will utilize specific policies, plans, programs, and management strategies to define how it will achieve its long-term goals.
        i. Adopt and review financial policies.
        ii. Develop programs, services, operating, and capital policies and plans.
        iii. Develop management strategies.

3. *Develop a Budget Consistent with Approaches to Achieve Goals*
    - A financial plan and budget that moves toward achievement of goals, within the constraints of available financial resources, is to be prepared and adopted.
        i. Develop a process for preparing and adopting a budget.
        ii. Make choices necessary to adopt a budget.

4. *Evaluate Performance and Make Adjustments*
    - Programs and financial performance will be continually evaluated, and adjustments made, to encourage progress toward achieving goals.
        i. Monitor, measure, and evaluate performance.
        ii. Make adjustments as needed.

Goal # 1 - Establish Broad Goals to Guide City Decision Making

i. Assess Community Needs, Priorities, Challenges, and Opportunities

A. Identify Stakeholder Priorities, Needs, and Concerns
- The City Council meetings are an open forum providing opportunity to stakeholders to bring forth concerns, needs, and priorities.
- Among other mechanisms that might be considered are special public hearings, surveys, meetings of leading residents and resident interest groups, City strategic planning processes, meetings with City employees, and workshops involving City administrative staff and/or the City Council.

B. Evaluate Community Condition, External Factors, Opportunities, and Challenges[1]
- The City Council will regularly collect and evaluate information about trends in community condition, the external factors affecting it, opportunities that may be available, and problems and issues that need to be addressed.
- Some mechanisms will involve data gathering from pre-existing sources or through opinion surveys.
- Other mechanisms will be subjective, such as observing physical characteristics of geographic areas within the community or talking to residents, experts, business and community leaders, and legislative bodies. Formal studies of particular issues or trends may also be undertaken.
- The frequency and extensiveness of the evaluation should be consistent with how frequently the information changes and the relative importance of the information being gathered.

ii. Identify Opportunities and Challenges for City Services, Capital Assets, and Management

A. Assess Services and Programs, and Identify Issues, Opportunities, and Challenges
- The City shall inventory, identify, and assess the programs and services that it provides, their intended purpose, and factors that could affect their provision in the future.

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[1] The intent of this practice is for the City to have up-to-date information with which to evaluate community conditions and major issues that are integral to the development and achievement of goals. In evaluating community condition, the City may want to consider local, regional, national, and global factors affecting the community (i.e. economic and financial factors, demographics, physical or environmental factors, changes in technology, etc.).

- Identify the changes in community conditions or other factors that may result in a program or service no longer addressing the needs it was intended to serve. Also, identify any changes in the operating environment that may affect the cost or effectiveness of service delivery in the future.
- The review will involve each department's assessment of the programs'
- purposes, beneficiaries and needs served, their success in achieving goals, and issues, challenges, and opportunities affecting their future provision.
- The inventory of programs and services will identify the organization responsible for service delivery if it is not the City itself. An evaluation of factors affecting service delivery will also be undertaken, such as funding issues; changes in technology; economic, demographic, or other factors that may affect demand; and legal or regulatory changes. These reviews will typically utilize a variety of information sources.
- Stakeholder involvement in these reviews is encouraged, such as through budget study workshops.

B. Assess Capital Assets, and Identify Issues, Opportunities, and Challenges
   - The City will identify and conduct an assessment of its capital assets, including the condition of the assets and factors that could affect the need for or ability to maintain the assets in the future. The capital assets of the City and their condition are critical to the quality of services provided, and hence are important in determining whether the needs and priorities of stakeholders can be met.
   - The City shall establish a process for inventorying its capital assets and assessing the need for and the condition of these assets. (See Capital Asset Management Policy)
   - The City will assess and evaluate issues, challenges, and opportunities affecting the provision of capital assets in the future, such as community needs and priorities; the impact of deferred maintenance; funding issues; changes in technology; economic, demographic, or other factors that may affect demand; and legal or regulatory changes. This review may be undertaken in conjunction with an evaluation of the program or service utilizing the particular assets.
   - The assessment of capital asset condition must consider the impact of any deferred maintenance and needed improvements. Identification or development of measurement standards for the condition of capital assets (including what is regarded as acceptable) are a valuable output of this practice.

C. Assess City Management Systems, and Identify Issues, Opportunities, and Challenges
   - The City will identify and analyze its organization and management systems, including system strengths and weaknesses and factors that could affect these systems in the future. The support systems established to manage the City are integral to the achievement of goals.
   - The City will inventory management systems by department and routinely identify, analyze, and address issues related to the City's organization and management systems and the environment in which these systems operate.
   - Each department will include an examination of strengths and weaknesses of the organizational structure, interdepartmental communication and cooperation, communication of goals and directives, motivation of staff, conflict management, and provision of other internal needs and support systems.
   - The review will also include an assessment of management policies, procedures, and systems that support achievement of goals.

iii. Develop and Disseminate Broad Goals

A. Identify Broad Goals
   - The City is to identify broad goals based on its assessment of the community it serves and its operating environment. Broad goals define the priorities and preferred future state of the community or area served. They provide a basis for making resource allocation decisions during the budget process and serve as a focal point for assessing and coordinating various long-range or strategic plans.
   - Goals are to be expressed in written form and should reflect stakeholder concerns, needs, and priorities as well as factors affecting the community and the City.
   - They must be sufficiently specific to help define the services to be emphasized and make difficult resource allocation decisions in the budget process.
   - Define priorities among goals to improve their usefulness in allocating resources.

B. Disseminate Goals and Review with Stakeholders
   - The City will disseminate broad goals and review them with stakeholders. Disseminating and reviewing goals helps foster participation, awareness, consensus, pride, and a sense of direction.
   - Dissemination may occur by conducting public forums and by publishing goals in key public documents, such as strategic and other planning documents and budget documents. Electronic media may also be used including the City website.

Goal # 2 - Develop Approaches to Achieve Goals

i. Adopt and Review Financial Policies

A. Develop Policy on Stabilization Funds

- The City developed policies to guide the creation, maintenance, and use of resources for financial stabilization purposes. (See Fund Balance Policy[2]).
- The policy establishes how and when the City builds up stabilization funds and will identify the purposes for which they may be used.

B. Develop Policy on Fees and Charges[3]

- The City has established a master fee schedule that identifies the manner in which fees and charges are set and the extent to which they cover the cost of the service provided.
- The fee schedules are to be evaluated annually in the budget process to review all fees and charges, the level of cost recovery for services and the reason for any subsidy, and the frequency with which cost-of- services studies will be undertaken.
- Policies on fees and charges are publicly available and summarized in materials used in budget preparation.

C. Develop Policy on Debt Issuance and Management

- The City has established a Debt Management Policy to guide the issuance and management of debt. Issuing debt commits the City's revenues several years into the future and may limit the City's flexibility to respond to changing service priorities, revenue inflows, or cost structures. Adherence to a debt policy helps ensure that debt is issued and managed prudently in order to maintain a sound fiscal position and protect credit quality. compliance.

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[2] *The Fund Balance Policy is reviewed annually to assess the alignment with set goals established in the budget process. The City should evaluate reserves set in the fund balance policy. These funds may be used at the City's discretion to address temporary cash flow shortages, emergencies, unanticipated economic downturns, and one-time opportunities.*

[3] *Costs of service include direct and indirect costs such as operating and maintenance costs, overhead, and charges for use of capital. The City may choose not to recover all costs, but it must identify such costs. Reasons for not recovering full costs will be identified and explained. State and local law may govern the establishment of fees and charges.*

- Debt policies are available to the public and other stakeholders. Because these policies are essential to budget decision making, particularly capital budgets, they will be reviewed by decision makers during the annual budget process and as an appendix in the budget document. Debt Policy will be reviewed for every debt issuance for The City Council has a debt policy and compiles it with other financial policies.

D. Evaluate the Use of Unpredictable Revenues

- One-time or short-term revenues will be identified clearly in the budget process. Unpredictable revenue sources cannot be relied on as to the level of revenue they will generate.
- For each major unpredictable revenue source, the City identifies those aspects of the revenue source that make the revenue unpredictable. Such as, grant supported operating costs.
- One-time revenues will never cover the costs of continuing operating budgets. One-time revenues will only cover one-time costs such as matching requirements, one-time purchases, one-time payments to unfunded liabilities, etc.

E. Develop Policy on Balancing the Operating Budget

- The City defines its Balanced Operating Budget as uses of resources for operating purposes does not exceed available resources over the budget period, July 1 to June 30th.
- The City is committed to a balanced budget under normal circumstances and will provide disclosures when a deviation from a balanced operating budget is planned or when it occurs. A balanced budget is a basic budgetary constraint intended to ensure that the City does not spend beyond its means.
- Operating resources (revenues) includes all taxes, licenses and permits, fines and forfeitures, use of money and property, charges for services, interdepartmental charges, miscellaneous revenues and intergovernmental revenues in the General Fund, Special Revenue Funds, Capital Projects, Debt Service Funds, and Internal Service Funds.
- Operating uses (expenditures) are personnel service costs, material and service costs, capital purchases, and interdepartmental allocations.

ii. *Develop Programs, Services, Operating, and Capital Policies and Plans*

A. Prepare Policies and Plans to Guide the Design of Programs and Services

- Service and programs directly relate to strategies identified by the City to achieve set goals.

- Each department of the City, such as City Council, City Manager, City Clerk, Police, etc. identify the programs and services along with groups or populations to be serviced, service delivery issues, specific programs listed with standards of performance (including level of service standards or other measures to gauge success), expected costs, time frames for achievement of goals, issues pertaining to organization structure, and priorities for service provision.
- Each department identifies their goals and achievements by department which should correlate to overall goals of the City.
- Each department identifies the resources (revenues) used to obtain the goals.

B. Prepare Policies and Plans for Capital Asset Acquisition, Maintenance, Replacement, and Retirement
   - The City will annually evaluate the need to budget for acquisition, maintenance, replacement, and retirement of capital assets to help ensure that needed capital assets or improvements receive appropriate consideration in the budget process and that older capital assets are considered for retirement or replacement. This is necessary to plan for large expenditures and to minimize deferred maintenance.
   - Annual budget evaluation may address inventorying capital assets and evaluating their condition, criteria for acceptable condition, criteria for continued maintenance versus replacement or retirement of an existing asset, and identification of funding for adequate maintenance and scheduled replacement of capital assets.
   - Any assets identified as corning due for replacement will be addressed in multi-year budgets to address replacement and renewal schedules and must recognize the linkage of capital expenditures with the annual operating budget.
   - Plans for addressing deferred maintenance may also be an output of this practice. Once adopted, which may be included in the Capital Improvement Program (CIP) Budget, the plan will be made publicly available, particularly as set forth in budget, management, and planning documents.

C. Develop Options for Meeting Capital Needs and Evaluating Acquisition Alternatives[4]
   - The City develops Capital Improvement Program Budgets to address

[4] *City is to conduct quarterly reviews of existing capital projects in relation to goal attainment and to maintain, renovate, and replace, City facilities. Various considerations to be part of evaluation (i.e. costs, impacts on service, funding levels, use of non-General Funds, stakeholder input, etc.).*

- capital needs that are consistent with financial, programmatic, and capital policies and to evaluate alternatives for acquiring the use of capital assets. Capital project planning is necessary to give adequate consideration to longer-range needs and goals, evaluate funding requirements and options, and achieve consensus on the physical development of the community.
- Annually in the budget process the City evaluates alternative mechanisms to help ensure that the best approach for providing use of a capital asset or facility is chosen based on the policies and goals of the City.
- The City uses the CIP Budget to identify capital projects that are needed to achieve goals and a general time frame in which these assets will be needed.

D. Develop Performance Measures

- The City will annually, during the budget process, review and develop and utilize performance measures for functions, programs, and/or activities. Performance measures are used for assessing how efficiently and effectively functions, programs, and activities are provided and for determining whether program goals are being met.
- Performance measures may be linked to specific program goals and objectives.
- The measures are to be valid, reliable, and verifiable.
- Whenever feasible, they should be expressed in quantifiable terms.
- Measures will be reported in periodic reviews of functions and programs, staff reports, and should be integral to resource allocation decisions.
- They also are to be reported in the budget document and may be reported in separate management reports or reports to residents.
- Different aggregations of performance measures may be appropriate for different audiences.

iii. *Develop Management Strategies*

A. Develop Strategies to Facilitate Attainment of Program and Financial Goals

- The City has an organizational structure and management strategies that facilitate attainment of program and financial goals. Goals are more likely to be achieved if organizational and management strategies are developed to support and encourage organizational and individual performance directed toward goal attainment.
- The City has developed a means to review, improve, and implement strategies that encourage the City and its employees to work toward achievement of goals.
- These strategies include both positive incentives and penalties.

- They also include support systems such as technology support, education, and training.

B. Develop Mechanisms for Budgetary Compliance
   - Finance provides monthly budget to actual reports to each department head and City Manager to ensure proper review for compliance with the adopted budget. Appropriate management processes and systems allow the City to detect and correct significant deviation if it occurs.
   - On a quarterly basis Finance provides budget to actual reports to department heads and City Council.
   - These reports provide measures of departments' budget.
   - Budgetary compliance is encouraged through use of data collection and reporting systems that control disbursements of funds and that facilitate the evaluation of revenue and expenditure trends and financial projections.
   - City Manager will address any deviation of the budget to actual report (i.e. budget amendments).
   - The City has instituted procedures to review the budget quarterly and decide on actions to bring the budget into balance, if necessary.

C. Develop the Type, Presentation, and Time Period of the Budget
   - The City will annually present the budget, which will cover the fiscal year July 1st through June 30th. The type of budget, the time period covered, and the manner of presenting materials in the budget documents can have a significant practical impact on the City's approach to planning, control, and overall management of its programs, services, and finances, and on the quality of information provided to stakeholders.
   - The output of the budget will provide fund level and department level program information for the full fiscal year. The adopted budget will be provided to all stakeholders on the City website.
   - A formal review will be undertaken periodically to ensure that the budget type, time period, and approach to presenting the budget continue to meet the needs and priorities of the City. Such a review will be broadly focused, and not directed simply at the format of individual pages.

Goal# 3 -Develop a Budget Consistent with Approaches to Achieve Goals

i. Develop a Process for Preparing and Adopting a Budget

A. Develop a Budget Calendar

- The City publishes a comprehensive budget calendar that specifies when budget tasks are to be completed and that identifies timelines for those tasks. This includes budget workshops available to the public. Stakeholders need to be aware of when key budget tasks, events, and decisions will occur so they have an opportunity to plan and to participate in the process. The preparation of a calendar helps ensure that all aspects of the budget process have been considered and that adequate time has been provided.
- Multiple calendars can be produced, each with different levels of detail and emphasis to meet the needs of the different types of stakeholders. (i.e. Internal Calendar and Public Calendar).
- Calendars list the dates of key events and deadlines.
- At least one calendar describes the overall budget and planning process and identify roles, responsibilities, and assignments.
- To ensure the greatest impact, calendars will identify when and how stakeholders can participate in the process.

B. Develop Budget Guidelines and Instructions

- The City will develop annual general policy guidelines and budget preparation instructions for each budget cycle and accompany the internal budget calendar. Budget guidelines and instructions help ensure that the budget is prepared in a manner consistent with government policies and the desires of management and the City Council. Instructions are necessary so that all participants know what is expected, thereby minimizing misunderstanding and extra work.
- Budget guidelines are specific to the particular budget under development and will incorporate relevant aspects of the City's financial policies.
- Each department is required to provide the Projected Actuals for revenues and expenditures of the current year for their respective department.
- Each department is required to provide Proposed Revenues and Appropriations for the upcoming fiscal year for their respective department.
- Guidelines and instructions may set forth financial constraints and key assumptions that will be used to guide development of the budget, as well as policy direction.
- Instructions often include sample forms to be completed by the operating departments. Guidelines and instructions are prepared in a

written format but may also be presented in an electronic format or through training and/or an oral presentation.

C. Develop Mechanisms for Coordinating Budget Preparation and Review
   - The City has developed mechanisms and assigned responsibilities to provide for overall coordination of the preparation and review of the budget. The complete budget process involves many levels, departments, and individuals in the City, as well as a number of distinct processes and disparate groups of stakeholders. Coordination is needed to ensure that processes move forward as planned, to prevent confusion and misinformation, and to ensure appropriate stakeholders are involved.
   - The Finance Department is the single point of coordination for all departments.
   - The Finance Department's coordination process will involve a number of tasks: developing a calendar, identifying responsibilities for completing various tasks, ensuring that various parts of the budget process are properly integrated, keeping the process on schedule, producing reports, identifying issues and problems, and ensuring that other requirements are met and quality standards are maintained.
   - The Finance Director has ultimate responsibility for coordinating the budget process and will respond to stakeholder issues and concerns that arise in the context of the budget process with direction from the City Manager and City Council.

D. Develop Procedures to Facilitate Budget Review, Discussion, Modification, and Adoption
   - The City has a process to facilitate the review, discussion, modification, and adoption of a proposed budget. Appropriate procedures are needed to resolve conflicts, to promote acceptance of the proposed budget by stakeholders, and to assist in timely adoption of the budget.
   - This process allows stakeholders to be informed of the budget proposal and to allow the legislative body to achieve consensus and adopt a budget.
   - Some examples include: small group meetings, hearings, workshops, independent analysis, specific decision-making techniques and procedures, conflict resolution processes, and methods for presenting portions of the budget.

E. Identify Opportunities for Stakeholder Input

- The City provides opportunities in the budget process for obtaining stakeholder input.[5] By definition, stakeholders are affected by the City's resource allocation plans and service and program decisions. Stakeholders should have clearly defined opportunities to provide input. This helps ensure that stakeholder priorities are identified and enhances stakeholder support for the approved budget.
- Stakeholder input can be obtained in a number of ways, including public hearings, advisory commissions, informal conversations, roundtable briefings, televised and live online broadcast, opinion surveys, neighborhood meetings, office hours, letter writing, telephone calls, and e-mail.
- The budget calendar should identify specific opportunities for resident input where City officials are available to explain issues and choices and to receive comments.

ii. *Make Choices Necessary to Adopt a Budget*

A. Prepare and Present a Recommended Budget

- The City will prepare and present a recommended comprehensive program and financial plan (the ''budget'') for review by stakeholders and consideration for adoption by the City Council. A complete plan is necessary to allow stakeholders to be informed on how well all the different aspects of the plan fit together and whether there is an appropriate balance of resources and assigned uses.
- The proposed budget will consist of a set of recommended actions regarding programs and services to be funded, including service level, quality, and goals to be achieved.
- It will also identify funding requirements and sources of funds and provide the supplemental information necessary to review the plans.
- The budget is to be consistent with policies and goals set by the City.
- The recommended budget must also comply with any statutory requirements.

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[5] *The budget process should include opportunities for all stakeholders to participate. A general-purpose public hearing shortly before final decisions are made on the budget is not adequate as the sole means of soliciting stakeholder input, especially on major issues. The process developed for obtaining stakeholder input should ensure that information is gathered in a timely and complete manner to be useful in budget decision making, such as City workshops.*

B. Present the Budget in a Clear, Easy-to-use Format

- Budget documents and related materials made available to stakeholders is to be presented in a clear and readily comprehensible format. The budget is the guide that determines the direction of the City. It is arguably the single most important document routinely prepared by the City. To be usable, it not only must contain the appropriate information, but must also be prepared in a manner that is clear and comprehensible.
- Some items in a budget document that will assist the reader include: a table of contents, summaries, a consistent format, high-level summary information that describes overall funding sources and the organization as a whole, a description of the overall planning and budgeting process and the interrelationships of those various processes, supplementary information about the City and the area for which it has responsibility, charts and graphs to better illustrate important points, succinct and clearly- written summaries, uncluttered pages, and detailed information placed in appropriate locations so that it does not overwhelm the reader.
- Similar requirements apply to the non-written means (e.g., audio, video) of presenting budget material to stakeholders at various times during the budget process.

C. Adopt the Budget

- The City should adopt a budget that meets all statutory requirements prior to the beginning of the fiscal year.[6] The timely adoption of a budget permits the City to proceed with implementing programs and services that further the achievement of goals.
- The adopted budget will clearly present the financial, operating, and capital plan.
- It includes all operations and funds, although not necessarily at the same level of detail.
- Non-appropriated funds, revolving funds, and any other planned revenues and expenditures are alsoincluded.
- Whenever feasible, the adopted budget should include (though not necessarily in a single document) all statutorily required materials such as the appropriation ordinance.
- Legally required documents that otherwise do not contribute to an understanding of the budget may be included as an appendix.

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[6] *If there are delays in adopting the budget, actions are to be taken to minimize uncertainty when the new budget period starts, as appropriate. A continuing appropriation may be legally required.*

Goal# 4 - Evaluate Performance and Make Adjustments

i. *Monitor, Measure, and Evaluate Performance*

A. Monitor, Measure, and Evaluate Program Performance

- The City quarterly evaluate the performance of the programs and services it provides. The City functions, programs, and activities will also be periodically reviewed to determine whether they are accomplishing intended program goals and making efficient use of resources.
- Performance measures, including efficiency and effectiveness measures, are to be presented in basic budget materials, including the operating budget document, and be available to stakeholders.
- Performance measures should be reported using actual data, where possible.
- At least some of these measures should document progress toward achievement of previously developed goals and objectives.
- More formal reviews and documentation of those reviews should be carried out as part of the overall planning, decision-making, and budget process.

B. Monitor, Measure, and Evaluate Budgetary Performance

- At a minimum, the City will, on a quarterly basis, evaluate its financial performance relative to the adopted budget. Regular monitoring of budgetary performance provides an early warning of potential problems and gives
  decision makers time to consider actions that may be needed if major deviations in budget-to-actual results become evident. It is also an essential input in demonstrating accountability.
- Budget-to-actual or budget-to-projected actual comparisons of revenues, expenditures, cash flow, and fund balance will be reviewed quarterly during the budget period. Staffing levels are also monitored.
- Comparisons for at least the current year will be included in the budget document and be generally available to stakeholders during discussions related
  to budget preparation and adoption.
- Expenditures shall be limited to the amount budgeted. Expenditures shall be continuously monitored and projected to the end of the year. If the projected expenditures exceed the budget, appropriate remedies shall be implemented immediately.

C. Monitor, Measure, and Evaluate Financial Conditions

- The City will monitor and evaluate its financial condition at least quarterly. The financial health of the City is critical to its ability to meet

- the needs of stakeholders. Financial condition should be evaluated to identify potential problems and any changes that may be needed to improve performance over both the short and long terms.
- Financial indicator measures often are developed to monitor financial condition and achievement of explicitly set financial goals.
- Indicators to monitor factors that affect financial performance are also reported.
- A report on financial condition will be periodically prepared and updated.
- The report may be a separate document or incorporated into other relevant documents, including the budget document.

D. Monitor, Measure, and Evaluate External Factors
   - The City is to constantly monitor and evaluate external factors that may affect budget and financial performance and achievement of goals at least quarterly. Factors outside the City's control, such as the national or regional economy, demographic changes, statutory changes, legislation, mandates, and weather, may affect achievement of stated goals. Monitoring these factors helps the City to evaluate and respond to the effect of these external influences on goals, programs, and financial plans.
   - External factors that are likely to be important in achieving goals are to be identified and monitored regularly.
   - The results of this analysis will be factored into the assessment of program and financial performance and considered in adjusting these programs.
   - Trends and significant issues may be described in reports to stakeholders discussing program, budget, and financial performance.
   - The assessment of external factors is to be reported, at least in summary form, and available to stakeholders.

E. Monitor, Measure, and Evaluate Capital Improvement Program Implementation
   - The City will monitor, measure, and evaluate capital improvement program implementation at least quarterly. Monitoring the status of capital projects helps to ensure that projects progress as planned, problems (such as delays in key milestones and cost overruns) are identified early enough to take corrective action, funds are available when needed, and legal requirements are met.
   - Reports on capital project implementation will be prepared for decision makers and other stakeholders.
   - Summary information is to be considered for projects that are progressing as planned.
   - Project milestones, such as dates for completion of such tasks as planning, land acquisition, engineering and design, and construction,

should be identified and progress in meeting these milestones should be reported at least annually, and as available.

- The City will monitor quality compliance and financial performance.

ii. *Make Adjustments as Needed*

A. Adjust the Budget

- The budget may be adjusted during the budget period should unforeseen events require changes to the original budget plan. The budget isa plan based on a set of assumptions that may not always match actual experiences during the execution phase. The City should watch for significant deviations from expectations and make timely adjustments so that the plan is consistent with revised expectations.
- The City has procedures in place to determine when deviations from the budget plan merit adjustments to the budget.
- Budget adjustments, whether to programs or to revenues and expenditures, are to be made as appropriate in a timely manner.[7]
- Any changes to the budget are to be reported.
- The timing and way this is done depends on the stakeholder group and the level of materiality of the changes.

B. Adjust Policies, Plans, Programs, and Management Strategies

- The City may adjust its policies, plans, programs, and management strategies during the budget period, as appropriate. Changing conditions or programs and services that are not producing the desired results or efficiently utilizing resources may require adjustments for the City to continue to meet the needs of stakeholders and to meet its own goals.
- The City's management team will evaluate their monthly budget to actual report for review, decision making, and implementation of changes to policies, plans, programs, and management strategies during the budgetperiod.
- Adjustments are based on findings obtained from monitoring and assessing program and financial results, stakeholder input, and external circumstances.
- Regular briefings to management and elected officials on the contents of the reports permit timely adjustments as needed to the plan or program activities.

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[7] *Budget adjustments may be administrative or legislative depending on the adjustment needed and on statutory requirements such as the legal level of control of the budget appropriations. City Manager may make adjustment within the fund across departments as long as the overall appropriation is not changed.*

C. Adjust Broad Goals, if Appropriate

- The City will modify or change its broad goals if conditions change sufficiently that these goals are no longer appropriate. Goals may need to be adjusted in response to new information about program results, stakeholder needs, and external circumstances in order to be more relevant for the community or more practically attainable.
- The City department heads meet to evaluate performance or changes in the annual budget plan to ensure that goals are reviewed during the budget period
  and adjusted when appropriate.
- Adjustments are based, in part, on findings obtained from monitoring and assessing program and financial results, stakeholder input, and external circumstances.
- Opportunities and challenges facing the City are also to be considered.

ATTACHMENT NO. 2

City of West Covina

Debt Management Policy

Adopted – May 19, 2020

CITY OF WEST COVINA
DEBT MANAGEMENT POLICY

Section 1 – Introduction

The purpose of this Debt Management Policy (Policy) is to establish guidelines for the issuance and management of debt for the City of West Covina and all affiliated city entities (collectively, the "City"). While the City prefers to finance projects on a pay-as-you-go basis, in the event debt is necessary, this Policy confirms the commitment of the Council, management, staff, advisors and other decision makers to adhere to sound financial management practices, including full and timely repayment of borrowing, and achieving the lowest possible cost of capital within prudent risk parameters.

Debt Issuance Priorities:

1. Achieve the lowest cost of capital while maintaining compliance with state and federal laws and regulations
2. Maintain a prudent level of financial risk and maintain the City's sound financial position
3. Preserve future financial flexibility
4. Ensure that all debt is structured to maximize the benefit to both current and future taxpayers, ratepayers, and constituents of the City
5. Maintain full and complete financial disclosure and reporting
6. Obtain and maintain the highest practical credit ratings consistent with maximizing the benefit to both current and future taxpayers, ratepayers and constituents of the City.
7. Maintain good relations with all investors in City debt
8. Ensure that the City's debt is consistent with the City's planning goals and objectives and capital improvement program or budget, as applicable

This policy shall govern the issuance and management of all debt and lease financing funded from the capital markets (including private placement and bank loans), including the selection and management of related financial services and products and investment of bond and lease proceeds. While adherence to this policy is required in applicable circumstances, it is recognized that changes in the capital markets, agency programs and other unforeseen circumstances may from time to time produce situations that are not covered by this policy and will require modifications or exceptions to achieve policy goals. In these cases, management flexibility is appropriate, provided specific authorization from the City Manager and City Council is obtained.

Section 2 – Responsibilities

The City's debt program for all City funds shall be operated in conformance with applicable federal, state, and other legal requirements, including the West Covina Municipal Code.

Responsibility for managing the coordinating of all activities related to the structure, issuance and administration of all long and short-term debt obligations shall rest with the Finance Director.

No debt obligations shall be presented to the City Council for their authorization without the joint assessment and recommendation of the City Manager, Finance Director and the City Attorney. Departments planning debt-financed capital programs or equipment acquisitions shall work closely with the City Manager, Finance Director

and City Attorney to provide information and otherwise facilitate the issuance and on-going administration of debt.

The Finance Director shall have the authority to periodically select service providers as necessary to meet legal requirements and minimize debt costs. Such services may include financial advisory, underwriting, trustee, verification agent, escrow agent, arbitrage consulting, special tax consulting, bond and disclosure counsel, and other consultants as needed. To achieve an appropriate balance between service and cost, the Finance Director is authorized to select such service providers through sole source selection or a competitive process using a Request for Proposals.

The Finance Director shall be responsible for maintaining good communications with rating agencies, investors and other debt related service providers about the City's financial condition and will follow a policy of full disclosure.

The Finance Director shall conduct an annual review of the Policy and bring forward to the City Council any amendments deemed necessary and appropriate.

Section 3 – Debt Considerations

The City will evaluate the need for debt financing a project compared to a pay-as-you-go financing methodology. The City prefers to fund projects on a pay-as-you-go basis.

A. Factors favoring a pay-as-you-go methodology include:
    a. Current projected revenues and fund balances available are sufficient to fund the project
    b. Long term total costs are lower due to the avoidance of interest expense
    c. Existing debt capacity is insufficient to absorb the additional debt without adverse impact to credit ratings
    d. Market conditions are unfavorable or present difficulties in marketing

B. Factors favoring debt financing include:
    a. Current and projected revenues available for debt service are sufficient and reliable so that financing can be marketed with investment grade credit ratings
    b. Market conditions present favorable interest rates and demand for the City financings
    c. A project is mandated by state or federal requirements, and current resources are insufficient or unavailable to fully fund the project
    d. The project is immediately required to meet or relieve capacity needs or emergency conditions and current resources are insufficient or unavailable
    e. The savings from the project are sufficient to pay for the debt service costs

The City will review debt limits in conjunction with any proposed financing. It is the City's goal to limit debt service costs in the General Fund to no more than twenty-five (25%) percent of revenues, including transfers. Payments on bonds that are tied to a specified revenue stream other than General Fund resources (e.g. enterprise revenue bonds, tax allocation bonds, and land secured bonds) are not subject to the twenty-five (25%) percent limit. The debt limit will exclude pension obligation bonds and other refunding bonds. Each proposed

financing will be individually assessed by the Finance Director and subject to the approval policies contained herein.

Section 4 – Debt Term

The City Council recognizes that any new debt obligation will have an impact on the long-term affordability of all outstanding debt and any future planned debt, as well as budgetary impacts associated with the maintenance and operating costs of debt financed facilities.

A. Term of Debt – Debt will be structured for the shortest period possible, consistent with a fair allocation of costs to current and future beneficiaries or users. The weighted average maturity of the debt (or the portion of the debt allocated to the project) shall not exceed the useful life of the project.
B. Debt Repayment – Typically, the City desires level debt service payments over the term of the debt. However, the cost of capital, financial risk, current economic conditions, future financial flexibility, credit ratings and available cash flow will be evaluated to determine the most appropriate method of debt amortizations for each debt issue. Notwithstanding the above, back loading of debt service will be evaluated as the circumstances dictate. Back loading occurs when debt service payments are lower in the initial years of a debt term and higher toward the later years of a debt term.

Section 5 – Debt Issuance

The City has the capacity to issue long and short-term debt and to refund any outstanding debt. The following section details the purposes of debt issuance and the method of determining the type of sale for such debt.

A. Long-term Debt – Long-term debt financings are appropriate when the project to be financed is necessary to provide basic services and long-term debt may be used to finance the acquisition or improvement of land, infrastructure, facilities or equipment for which it is appropriate to spread the costs of such over more than one budget year. Long-term debt may be used to fund capitalized interest, cost of issuance, required reserves and any other financing related costs that may be legally capitalized. Long-term debt shall not be used to fund City operating costs.
B. Short-term Debt – Short-term debt will be considered as an interim source of funding in anticipation of long-term debt. Short-term debt may be issued for any purpose for which long-term debt may be issued, including capitalized interest and financing related costs. Short-term debt is also appropriate to address legitimate short-term cash flow requirements during a given fiscal year to fund the operating costs of the City to provide necessary public services. The City will not engage in short-term borrowing solely for the purpose of generating investment income.
C. Financings on Behalf of Other Entities - The City may also find it beneficial to issue debt on behalf of other governmental agencies or private third parties to benefit the public purposes of the City. In such cases, the City shall take reasonable steps to confirm the financial feasibility of the project to be financed and the financial solvency of any borrower and that the issuance of such debt is consistent with the policies set forth herein.
D. Refunding – Refunding opportunities will be identified by periodic reviews of outstanding debt obligations. Refunding will be considered when there is a net economic benefit from the refunding of a least three (3) percent on a net present value basis. Non-economic refunding may be undertaken to achieve City objectives relating to changes in covenants, call provisions, operational flexibility, tax status, issuer, or other non-economic factors related to the debt.

E. Method of Sale – The City shall have the flexibility to determine which method of sale is appropriate for each debt issuance in light of market interest rates and City objectives. Determination of the appropriate method of sale will rest collectively with the City Manager, Finance Director, and City Attorney. Potential methods of sale include:
    a. A competitive bidding process through which interested underwriters submit proposals to purchase an issue of bonds and the award is based on, among other factors, the lowest offered true interest cost.
    b. A negotiated sale process through which a selected underwriter, or team of underwriters, negotiate the terms of an issue and sell bonds in the municipal market. Negotiated sales are often used where there are unusual conditions or unique considerations related to the bond sale. A negotiated sale is subject to approval by the City to ensure that interest costs are in accordance with comparable market interest rates.
    c. A private (or direct) placement sale typically occurs when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the City than either a negotiated or competitive sale.
F. Pooled Financing – The City may also consider use of pooled financing as a method of accessing the capital markets. Use of pooled financing will be evaluated collectively by the City Manager, Finance Director, and City Attorney.

Section 6 - Debt Structure

A. Credit Ratings – The City seeks to obtain and maintain the highest possible credit rating when issuing debt. The City will seek credit ratings from at least one major credit rating agency on all debt, as appropriate. Ratings from multiple rating agencies may be sought for a single debt issue based upon the market conditions at the time of the issuance.
B. Fixed Rate and Variable Rate Debt – The City prefers to issue fixed rate debt. Variable rate debt may be used, if market conditions warrant at the time of issuance. It is acknowledged that variable rate debt passes an unknown obligation onto future budget cycles.
C. Call Provisions – The timing for when bonds are callable varies and is determined at the time of pricing such bonds. The City's preferred structure is to negotiate for optional redemption at par in order to maintain flexibility in the future, but a final decision will be made on a case by case basis after evaluation of the marketability of the City's bonds.
D. Credit Enhancements – The City may use credit enhancements (letters of credit, bond insurance, surety bonds, etc.) when such credit enhancements prove to be cost effective. The City will consider the use of credit enhancements on a case-by-case basis.
E. Reserve Funds – A debt service reserve fund provides an added measure of security to bond holders and may improve the credit rating and thus lower the costs of borrowing. Reserve funds may be necessary for specific transactions, or the City may choose to create one if it is determined to be cost effective. When cost beneficial, the City may consider the use of surety bonds, lines of credit, or similar instruments to satisfy the reserve requirements.

Section 7 – Private Activity Use Limitations on Tax Exempt Debt

IRS Tax Code Section 141 sets forth private activity tests for the purpose of limiting the volume of tax-exempt bonds that finance activities of persons other than state and local governmental entities. These tests serve to identify arrangements that actually or reasonably expect to transfer the benefits of tax-exempt financing to non-

governmental persons. The law includes tests of private use, security and payment as well as private loan financing tests. The law also provides for various safe harbors and nuances to the application of these limits. The City will manage a process to ensure private use compliance and will consult with bond counsel to obtain federal tax advice regarding whether anticipated project use will be consistent with the restrictions on private business use of the bond financed property and, if not, whether any "remedial action" permitted under §141 of the code may be taken as means of enabling that use arrangement to be put into effect without adversely affecting the tax-exempt status of the bonds.

With respect to tax-exempt bonds, the City pledges in each bond issuance that it will monitor and control the receipt, investment, expenditure, and use of all bond proceeds and will take or omit to take any actions as necessary to cause interest on tax-exempt bonds to remain excludable from the gross income of bond holders. City staff will ensure appropriate lease and building use policies to maintain compliance with this pledge.

Section 8 – Interfund Borrowings

The City may borrow internally from other funds with temporary cash surpluses to meet short term cash needs in lieu of issuing debt. Interfund borrowing extending for more than one year will be brought to Council for approval.

Section 9 – Debt Administration

The Finance Director shall be responsible for administering the City's debt management program. To that end, this position shall:

A. Ensure compliance with all disclosure and reporting requirements outlined in the City's Disclosure Policy
B. Periodically review outstanding debt for refunding opportunities
C. Maintain positive working relationships with rating agencies and other financial professionals
D. Review and recommend appropriate structures for all new debt issuances
E. Ensure compliance with the Investment Policy and bond documents regarding investing bond proceeds

Section 10 – Arbitrage Compliance

Arbitrage is defined as the profit earned when tax-exempt bond proceeds are invested in higher yielding securities than the interest rates of the bonds issued. The City shall comply with its investment policy and California and federal laws.

To ensure compliance with federal arbitrage laws, the City will monitor ongoing activities, including remittance of any required arbitrage rebate. If necessary, the City will utilize a consultant for arbitrage rebate calculations and preparation of the required Internal Revenue Service forms. Arbitrage rebate calculations on outstanding bond issues will be performed periodically, but never longer than the 5th year after a bond issuance.

Section 11 – Disclosure Policy

The Finance Director will be the disclosure coordinator for the City and will have the responsibility of complying with the City's Disclosure Policy document, as adopted by City Council.

RESOLUTION NO. 2025-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING THE FUND BALANCE POLICY

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

WHEREAS, in an effort to become more financially secure, the City Council adopted a Fund Balance Reserve Policy for the General Fund on July 7, 2015 through the adoption of Resolution No. 2015-52; and

WHEREAS, the City Council amended the Fund Balance Policy on March 1, 2016 through the adoption of Resolution No. 2016-18; on June 21, 2016 through the adoption of Resolution No. 2016-60; on June 5, 2018 through the adoption of Resolution No. 2018-64; on May 17, 2022 through the adoption of Resolution No. 2022-47; and on May 21, 2024 through adoption of Resolution No. 2024-27; and

WHEREAS, pursuant to the Fund Balance Policy, the City is required to maintain a minimum unassigned fund balance of at least 17% of the General Fund operating expenditures. If the reserve level falls below 17%, the City is required to amend the Fund Balance Policy, including a plan to rebuild the fund within three years. At the end of the fiscal year, the annual excess revenue over expenditures in the City's General Fund will be automatically allocated as follows, unless the transfer is overridden by an action of the City Council: 25% stays in the General Fund balance reserves, 40% is transferred to the City's Capital Projects Fund, 10% is transferred to the Vehicle Replacement Fund, and 25% goes to pay down the City's Other Post Employment Benefit (OPEB) liability; and

WHEREAS, the City Council desires to amend the Fund Balance Policy to require the City to maintain a minimum unassigned fund balance of at least 18%; and

WHEREAS, the City Council further desires to amend the Fund Balance Policy to amend the allocations of annual excess unassigned fund balance in the City's General Fund as follows: 50% will stay in the General Fund Balance reserves and become assigned for the City's Pension and Other Post Employment Benefit (OPEB) liabilities, 25% will be transferred to the Capital Projects Fund, 15% will be transferred to the Self-Insurance Funds – General Liability and Workers Compensation Funds, and 10% will be transferred to the Vehicle Replacement Fund.

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

SECTION 1. The City Council hereby adopts the amended Fund Balance Policy attached hereto as Exhibit "A."

SECTION 2. Any and all prior resolutions adopting a Fund Balance Policy for the City of West Covina are hereby rescinded.

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 18th day of February, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-14 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of February, 2025, by the following vote of the City Council:

AYES: Wu, Cantos, Diaz, Gutierrez, Lopez-Viado
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

FUND BALANCE POLICY

CITY OF WEST COVINA
FUND BALANCE POLICY

POLICY

In February 2009, the Governmental Accounting Standards Board (GASB) issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions.* This new standard has not changed the total amount of reported fund balance, but has substantially altered the categories and terminology used to describe its components. The new categories and terminology reflect an approach that will focus, not on financial resources available for appropriation within a fund, but on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the fund can be spent.

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the City's financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Finance Director to prepare financial reports which accurately categorize fund balance as per Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

PROCEDURES

The term "Fund Balance" is used to describe the difference between assets (what is owned) and liabilities (what is owed) reported within a fund. In the past, fund balance has been classified into basically three separate components: Reserved, Designated, and Undesignated. There are almost always important limitations on the purpose for which all or a portion of the resources of a fund can be used. The force of these limitations can vary significantly, depending on their source. The various components of the "new" fund balance are designed to indicate the extent to which the City is bound by these limitations placed upon the resources.

GASB Statement No. 54 defines five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent. These new components of fund balance will replace the current existing three components. The five components are:

- Nonspendable fund balance (inherently nonspendable)
- Restricted fund balance (externally enforceable limitations on use)
- Committed fund balance (self-imposed limitations on use)
- Assigned fund balance (limitation resulting from intended use)
- Unassigned fund balance (residual net resources)

The first two components listed above are not addressed in this policy due to the nature of their restrictions. Some examples of nonspendable fund balance are prepaid expenses, notes receivable, inventory and land held for resale. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

COMMITTED FUND BALANCE

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as an ordinance or resolution. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through the same type of formal action taken to establish the commitment. City Council action to commit fund balance needs to occur within the fiscal reporting period; however, the amount can be determined subsequently.

ASSIGNED FUND BALANCE

Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. Such intent needs to be established at either the highest level of decision making, or by an official designated for that purpose.

This policy hereby delegates the authority to assign amounts to be used for specific purposes to the City Manager for the purpose of reporting these amounts in the annual financial statements.

UNASSIGNED FUND BALANCE

These are residual positive net resource of the general fund in excess of what can properly be classified in one of the other four categories.

RESERVE POLICIES

The City shall maintain a minimum unassigned fund balance of at least 18% of the General Fund operating expenditures. If the reserve level falls below 18%, the City must amend this policy, including a plan to rebuild the fund within three years. This is considered the minimum level necessary to maintain the City's credit worthiness and to adequately provide for:

- Economic uncertainties, local disasters and other hardships or downturns in the local economy
- Contingencies for unforeseen operating or capital needs
- Cash flow requirements

At the end of the fiscal year, the annual excess unassigned fund balance in the City's General Fund will be automatically allocated as follows, unless the transfer is overridden by an action of City Council: 50% will stay in the General Fund Balance reserves and become assigned for the City's Pension and Other Post Employment Benefit (OPEB) liabilities, 25% will be transferred to the Capital Projects Fund, 15% will be transferred to the Self-Insurance Funds – General Liability and Workers Compensation Funds, and 10% will be transferred to the Vehicle Replacement Fund.

FUND BALANCE CLASSIFICATION

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available the policy shall be to expend the restricted fund balance first before expending the unrestricted fund balance. Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classification of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts.

This policy is in place to provide a measure of protection for the City against unforeseen circumstances and to comply with GASB Statement No. 54. No other policy or procedure supersedes the authority and provisions of this policy.

ATTACHMENT NO. 4

City of West Covina

Pension Funding Policy

Adopted – May 19, 2020

I. PURPOSE

The City's Pension Funding Policy documents the method the City will use to determine its actuarially determined contributions to fund the long-term cost of benefits to the plan participants and annuitants. The policy also:

- Provides guidance in making annual budget decisions;
- Demonstrates prudent financial management practices;
- Create sustainable and affordable budgets for pensions;
- Reassures bond rating agencies; and
- Shows employees and the public how pensions will be funded.

II. BACKGROUND

The City provides defined benefit retirement plan through the California Public Employees' Retirement System (CalPERS). CalPERS is a multiple-employer public employee defined benefit pension plan.

All full-time and certain part-time City employees are eligible to participate in CalPERS. CalPERS provides retirement and disability benefits, annual cost of living adjustments and death benefits to plan members and their beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute.

The financial objective of a defined benefit pension plan is to fund the long-term cost of benefits provided to the plan participants. In order to assure that the plan is financially sustainable, the plan should accumulate adequate resources in a systematic and disciplined manner over the active service life of benefitting employees. This funding policy outlines the method the City will utilize to determine its actuarially determined contributions to fund the long-term cost of benefits to the plan participants and annuitants.

Pension Funding: A Guide for Elected Officials, issued by eleven national groups including the U.S. Conference of Mayors, the International City/County Management Association, and the Government Finance Officers Association, established the following five general policy objectives for a pension funding policy:

- **Actuarially Determined Contributions**. A pension funding plan should be based upon an actuarially determined contribution (ADC) that incorporates both the cost of benefits in the current year and the amortization of the plan's unfunded actuarial accrued liability.

- **Funding Discipline**. A commitment to make timely, actuarially determined contributions to the retirement system is needed to ensure that sufficient assets are available for all current and future retirees.

- **Intergenerational equity**. Annual contributions should be reasonably related to the expected and actual cost of each year of service so that the cost of employee benefits is paid by the generation of taxpayers who receives services from those employees.

- **Contributions as a stable percentage of payroll**. Contributions should be managed so that employer costs remain consistent as a percentage of payroll over time.

- **Accountability and transparency**. Clear reporting of pension funding should include an assessment of whether, how, and when the plan sponsor will ensure sufficient assets are available for all current and future retirees.

III. POLICY

A. **Actuarially Determined Contribution (ADC).** CalPERS actuaries will determine the City's ADC to CalPERS based on annual actuarial valuations. The ADC will include the normal cost for current service and amortization of any under-funded amount. The normal cost will be calculated using the entry age normal cost method using economic and non-economic assumptions approved by the CalPERS Board of Administration.

The City will review the CalPERS annual actuarial valuations to validate the completeness and accuracy of the member census data and the reasonableness of the actuarial assumptions.

B. **Additional Discretionary Payment (ADP) Contribution.** The City will consider making ADP contributions with one-time General Fund resources, with the objectives of increasing the plan's funded status, by reducing the unfunded actuarially accrued liability, and reducing ongoing pension costs.

C. **Pension Obligations Bonds.** The City will consider pension obligation bonds if such bonds have expected savings using borrowing costs and CalPERS' discount rate.

The City and its advisors will discuss and consider the risks of any potential pension obligation bonds.

Any pension obligation bonds, or refundings of pension obligation bonds, must be voted upon by the City Council.

D. Contributions as a Manageable Budget Expense. The City will always make its required annual contributions to CalPERS. Contributions should be stable and a manageable portion of revenue. The City may:

- Make additional discretionary contributions directly to CalPERS.
- Consider establishing a pension stabilization trust, subject to approval by the Council.
- Issue, call, or refund pension obligation bonds.

E. **Transparency and Reporting.** Funding of the City's pension plans should be transparent to vested parties including plan participants, annuitants, the City Council, and residents. In order to achieve this transparency, the following information shall be available:

- Copies of the annual actuarial valuations for the City's CalPERS plans shall be made available to the City Council.

- The City's Comprehensive Annual Financial Report shall be published on its website. This report includes information on the City's annual contributions to the pension systems and their funded status.

- The City's annual operating budget shall include the City's contributions to CalPERS.

F. **Review of Funding Policy.** Funding a defined benefit pension plan requires a long-term horizon. As such, the City will review this policy at least every two years.

ATTACHMENT NO. 5

RESOLUTION NO. 2025-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE CITY OF WEST COVINA STATEMENT OF INVESTMENT POLICY

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

WHEREAS, California Government Code Section 53646 requires the City Treasurer or the Chief Fiscal Officer to annually render to the City Council a statement of investment policy, which must be considered at a public meeting; and

WHEREAS, California Government Code Section 53600 et seq. provides guidelines and regulations pertaining to investment of temporary idle funds; and

WHEREAS, on May 17, 2022, the City Council reviewed and approved the amended City of West Covina Statement of Investment Policy through the adoption of Resolution No. 2022-48; and

WHEREAS, pursuant to Section XX of the Statement of Investment Policy, the Investment Policy must be reviewed and approved on an annual basis; and

WHEREAS, the City Council has reviewed the Statement of Investment Policy, last amended on May 17, 2022, and desires to approve the Statement of Investment Policy as required by Section XX of the Policy.

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

SECTION 1. The City Council hereby approves the Statement of Investment Policy.

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

APPROVED AND ADOPTED this 18th day of February, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-13 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of February, 2025, by the following vote of the City Council:

AYES: Wu, Cantos, Diaz, Gutierrez, Lopez-Viado
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

STATEMENT OF INVESTMENT POLICY

CITY OF WEST COVINA
STATEMENT OF INVESTMENT POLICY

I. *POLICY*

The purpose of this Policy is to establish prudent investment cash management guidelines for the City of West Covina, the Successor Agency to the Redevelopment Agency of the City of West Covina, and the West Covina Community Facilities District, collectively (City). The investment goals of the City are safety, liquidity and yield. The State of California authority governing investments for local agencies is set forth in the California Government Code, Section 53600 et seq. The City's portfolio is designed and managed in a manner responsive to the public trust and consistent with State and local law.

II. *SCOPE*

This investment policy governs the pooled investment of funds in the treasury which are not required for the immediate needs of the City. These funds are accounted for in the City's general ledger and reported in the City's Comprehensive Annual Financial Report (CAFR). This policy is applicable, but not limited to all funds listed below:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Proprietary Funds

This policy does not apply where superseded by specific bond documents.

III. *PRUDENCE*

The standard to be used by the investment officials shall be that of a "prudent investor" and shall be applied in the context of managing all aspects of the overall portfolio. Government Code Section 53600.3 provides that those persons to whom investment decisions have been delegated are trustees with a fiduciary duty to act as a prudent investor. This standard of care directs that a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

IV. *OBJECTIVE*

The objectives, in order of priority, for the City's investment activities are:

(A) Safeguard principal: Preservation of principal is the primary objective of the investment program. Each investment transaction shall seek to ensure that capital losses are avoided, whether from securities default, broker/dealer default or erosion of market value. The City shall seek to preserve principal by mitigating the two types of risk, credit risk and interest rate risk.

Credit risk, defined as the risk of loss due to issuer's failure to fulfill obligations, shall be mitigated by investing in high grade securities that conform to California Code and by diversifying the investment portfolio.

Interest rate risk, defined as the risk that market interest rates will adversely affect the fair value of an investment, shall be mitigated by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide cash flow and liquidity needed for operations.

(B) Meet liquidity needs: Historical cash flow trends are compared to current cash flow requirements on an ongoing basis in an effort to ensure that the City's investment portfolio will remain sufficiently flexible to enable the City to meet reasonably anticipated operating requirements.

(C) Achieve a return on funds: The City's investment portfolio is designed with the objective of attaining a market rate of return, while safeguarding principal and meeting the City's liquidity needs.

V. *DELEGATION OF AUTHORITY*

The City Council or its delegate is a fiduciary for investments of City funds.

Authority to manage the City's investment program is specified in West Covina Municipal Code Section 2-182(i); "The chief financial officer also shall be responsible for the investment of surplus funds subject to the restrictions and requirements of applicable law." Daily management responsibility of the investment program may be delegated to responsible members of the Finance Department staff who, under direction of the Finance Director, shall establish Investment Policy Guidelines for the operation of the investment program consistent with this Investment Policy. Under the direction of the Finance Director, the Finance Department staff is responsible for investment cash management functions, is authorized to conduct transactions involving pooled cash accounts, as necessary, and is required to adhere to the requirements set forth in this Investment Policy.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

VI. ***ETHICS AND CONFLICTS OF INTEREST***

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the Investment Policy, or which could impair their ability to make impartial investment decisions. Investment officials shall disclose to the City Manager, and as otherwise required by law, any material financial interests (as defined by the Political Reform Act and the regulations thereunder) in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial or investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City, particularly with regard to the time of purchases and sales.

VII. ***DIVERSIFICATION AND RISK MANAGEMENT***

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. Therefore, the City adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six (6) months of budgeted operating expenditures in short-term investments to provide sufficient liquidity for expected disbursements.
- The maximum percent of callable securities (does not include "make whole call" securities as defined in the Glossary) in the portfolio will be 20%.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

If securities owned by the City are downgraded to a level below the credit quality required by this Investment Policy, it shall be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio. If a security is downgraded, the City will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

The following percentage limits, maturity matrix, and quality requirements, by individual investment type, are established for the City's total pooled funds portfolio:

Investment Type	Maximum Maturity	Maximum Specified % of Portfolio	Minimum Quality Requirements
Local Agency Investment Fund (LAIF) (not to exceed legal maximum)	N/A	None	None
Los Angeles County Investment Pool (LACIP)	N/A	None	None
Mutual Funds and Money Market Mutual Funds	N/A	20% - no more than 10% in any one mutual fund	Multiple
U.S. Treasury bonds/notes/bills	5 years	None	None
U.S. Government Agency obligations	5 years	None	None
Bankers' acceptances	180 days	40%	None
Commercial paper	270 days	25%	A1/P1 rating
Negotiable certificates of deposit	5 years	30%	None
Certificates of Deposit	5 years	25%	None
Medium term corporate notes	5 years	30%	"A" rating
Repurchase agreements	100 days	20%	None
Municipal Securities	5 years	30%	"A" Rating
Asset Backed Securities	5 Years	20%	"AA" Rating
Supranational	5 years	30%	"AA" Rating

VIII. ***AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS***

The Finance Director or his/her authorized designee will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security brokers/dealers selected by credit worthiness, who maintain an office in the State of California. These may include primary or secondary dealers or brokers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state law.

All financial institutions and brokers/dealers who desire to become qualified bidders for investment transactions must supply the following:

A. Audited financial statements of all financial institutions
B. Proof of Financial Industry Regulatory Authority certification
C. Proof of State registration
D. Certification of having read Investment Policy
E. Depository contracts of all financial institutions
F. Broker/Dealer questionnaire, as applicable

An annual review of the financial condition and registrations of qualified bidders will be conducted by the Finance Director or his/her authorized designee.

IX. ***AUTHORIZED AND SUITABLE INVESTMENTS***

The City is empowered by California Government Code Section 53601 to invest in the following types of securities; and is subject to the limitations set out in that section as well as the remainder of this policy.

Any investment structure, which has an effect on the City borrowing money, is prohibited.

A. **TREASURY ISSUES:** Treasury Bills, Treasury Notes, and Treasury Bonds. The maximum maturity shall not be greater than five (5) years.

B. **FEDERAL AGENCIES**: Federal National Mortgage Association (FNMA) securities, Federal Home Loan Bank (FHLB) securities, Federal Home Loan Mortgage Corporation (FHLMC), Federal Farm Credit Bureau (FFCB) securities, Government National Mortgage Association (GNMA) securities, Small Business Administration (SBA) securities, Student Loan Marketing Association (SLMA) securities, etc. The City restricts the maximum percentage of investment in Federal Agencies to 25%, per issuer. The maximum maturity shall not be greater than five (5) years.

C. **BANKERS' ACCEPTANCES**: The City may not purchase bankers' acceptances exceeding one hundred and eighty (180) days maturity or forty percent (40%) of the City's surplus money, (Government Code 53601(f).) Furthermore, no more than thirty percent (30%) of the City's surplus funds may be invested in bankers' acceptances of any one commercial bank.

D. **CERTIFICATES OF DEPOSIT**: A type of collateralized bank deposit with a specific maturity evidenced by a certificate. The City restricts the maximum percentage of investment in Certificates of Deposit to 25% of the City's total portfolio. The maximum maturity shall not be greater than five (5) years.

E. **REPURCHASE AGREEMENTS:** A Public Securities Association (PSA) Master Repurchase Agreement is required between the City and the broker/dealer or financial institution for all repurchase agreements transacted. The maturity of repurchase agreements shall not exceed 100 days. The counterparty must be a primary dealer of the Federal Reserve Bank of New York. The market value of securities used as collateral for repurchase agreements shall be monitored daily and will not be allowed to fall below 102% of the value of the repurchase agreement. In order to conform with provisions of the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be eligible negotiable certificates of deposit, eligible bankers' acceptances, or securities that are direct obligations of, or that are fully guaranteed as to principal and interest by, the United States or any agency of the United States.

F. **COMMERCIAL PAPER:** Must be of prime quality of the highest rating by both Moody's and Standard and Poor's (P-1 by Moody's and A-1 by Standard and Poor's). Eligible paper is limited to corporations organized and operating within the U.S. and having total assets of at least $500,000,000. Purchases of commercial paper shall not exceed two hundred and seventy (270) days to maturity and no more than 25% of the City's surplus funds should be invested in commercial paper. No more than 5% of the amount invested shall be in any one issuer.

G. **MEDIUM TERM NOTES:** Issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by a NRSRO. Purchases of medium-term notes may not exceed 30% of the City's surplus money which may be invested pursuant to this section. The maximum maturity shall not be greater than five (5) years.

H. **NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)**: To be eligible for purchase by the City, the NCD must be issued by a Nationally or State-Chartered bank, State or Federal savings and loan association, or State-licensed branch of a foreign bank, and must meet one of the following criteria:

- Be a California Bank rated "A" or better by a nationally recognized statistical rating organization (NRSRO);
- Be a major national or regional bank outside California rated "A" or better by a NRSRO;
- Be a domestic branch of a foreign bank ("Yankee" C.D.) rated "I" for

country rating, "II" or better for peer-group rating, and "II" or better for dollar access by a NRSRO;

- Be a savings and loan association operating in California rated "A" or better by a NRSRO;

- Purchases of negotiable certificates of deposits may not exceed 30% of the total portfolio.

The maximum maturity shall not be greater than five (5) years.

I. **LOCAL AGENCY INVESTMENT FUND (LAIF):** The aggregate of all funds from political subdivisions that are placed in the custody of the State of California Treasurer for the benefit of local agencies. State law (California Government Code Section 16429.1) establishes the maximum deposits for each local agency.

J. **LOS ANGELES COUNTY INVESTMENT POOL (LACIP):** Similar to LAIF, this pool is established by the Los Angeles County Treasurer for the benefit of local agencies under California Government Code Section 53684.

K. **MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS:** To be eligible for purchase by the City, the investment instruments must meet multiple minimum requirements. Instruments must receive the highest ranking, or the highest letter and numerical rating as provided for by a NRSRO, must comply with all investment restrictions and regulations that apply to public agencies in California Code 53601 (a-k, m-o), and must follow regulations specified by the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1, et seq.).

L. **MUNICIPAL SECURITIES:** Include obligations of the City, the State of California, any of the other 49 states, and any local city within the State of California, provided that the securities are rated "A" or higher by at least one NRSRO. No more than 5% of the portfolio may be invested in any single issuer. No more than 30% of the portfolio may be in Municipal Securities. The maximum maturity does not exceed five years.

M. **SUPRANATIONALS**: Securities that are unsubordinated obligations issued by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB). The securities must be rated "AA" or higher by a NRSRO. No more than 30% of the total portfolio may be invested in these securities. No more than 10% of the total portfolio shall be invested in any single issuer. The maximum maturity of any security of this type shall not exceed five years.

N. **ASSET BACKED SECURITIES**: Including mortgage pass through, collateralized mortgage obligation, mortgage backed or other pay through bond, equipment lease backed certificate, consumer receivable pass through certificate, or consumer receivable backed bond with a maximum maturity of five years. Securities eligible for investment under this subdivision shall be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by a NRSRO and rated in a rating category of "AA" or its equivalent or better by a NRSRO. Purchase of securities authorized by this subdivision may not exceed 20% of the City's surplus money that may be invested pursuant to this section.

X. *PROHIBITED INVESTMENTS*

California Government Code Section 53601.6 prohibits the following list of investment types.

A. **INVERSE FLOATERS**

B. **RANGE NOTES**

C. **INTEREST-ONLY MORTGAGE STRIPS, OR ANY SECURITY THAT COULD RESULT IN ZERO INTEREST ACCRUAL IF HELD TO MATURITY.**

The City further restricts investment activities by prohibiting investments in reverse repurchase agreements.

XI. *COLLATERALIZATION*

Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the market value of securities used as collateral for repurchase agreements shall be monitored daily and will not be allowed to fall below 102% of the value of the repurchase agreement. In order to conform with provisions of the Federal Bankruptcy Code, which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be eligible negotiable certificates of deposit, eligible banker's acceptances, or securities that are direct obligations, or that are fully guaranteed as to principal and interest by, the United States or any agency of the United States.

A third-party custodian with whom the City has a current custodial agreement will always hold collateral. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained.

XII. *INVESTMENT POOLS/MUTUAL FUNDS*

The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. The Finance Director or his/her authorized designee shall develop a questionnaire which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced, and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

XIII. *SAFEKEEPING AND CUSTODY*

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian designated by the Finance Director or his/her authorized designee and evidenced by safekeeping records.

XIV. *MAXIMUM MATURITIES*

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. However, the City may collateralize its repurchase agreements using longer-dated investments not to exceed five (5) years to maturity.

XV. *INTERNAL CONTROL*

The Finance Director will establish internal controls covering investing procedures designed to protect the City's investments from unauthorized use or disposition and ensure compliance with the Investment Policy.

The Finance Director or his/her authorized designee shall establish an annual process of independent review of internal control by an external auditor. This review will ensure compliance with policies and procedures. Specific areas of review are investment authorizations, proper safekeeping methods, and comparison of broker/dealer with safekeeping confirmations.

XVI. *MINIMUM PERFORMANCE STANDARDS*

The City Treasurer shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the monthly Investment Report. The Finance Director or his/her authorized designee shall select an appropriate, readily available index to use as a market benchmark.

XVII. *REPORTING*

A. MONTHLY REPORTS: The Finance Director will submit a monthly investment report to the City Council which provides full disclosure of the City's investment activities within 30 days after the end of the month in accordance with California Government Code Section 53607. These reports will disclose, at a minimum, the following information about the City's portfolio:

- An asset listing showing par value, cost and independent third-party fair market value of each security as of the date of the report, the source of the valuation, type of investment, issuer, maturity date, and interest rate.

- Transactions for the period.

- A description of the funds, investments and programs (including lending programs) managed by contracted parties (i.e. LAIF, investment pools, outside money managers and securities lending agents).

- A one-page summary report that shows:
  i. Average maturity of the portfolio and modified duration of the portfolio;
  ii. Maturity distribution of the portfolio;
  iii. Percentage of the portfolio represented by each investment category;
  iv. Average portfolio credit quality; and,
  v. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months and since inception compared to the City's market benchmark returns for the same periods.

- A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, including a justification for their

presence in the portfolio and a timetable for resolution.

- A statement that the City has adequate funds to meet its cash flow requirements for the next six (6) months.

XVIII. *LEGISLATIVE CHANGES*

Any State of California legislative action, that further restricts allowable maturities, investment type or percentage allocations, will be incorporated into the City's Investment Policy and supersede any and all previous applicable language.

XIX. *INTEREST EARNINGS*

All monies earned and collected from investments authorized in this policy shall be allocated monthly based on cash balances in each fund as a percentage of the entire pooled portfolio.

XX. *INVESTMENT POLICY ADOPTION*

The City's Investment Policy shall be reviewed and approved on an annual basis. Any modifications made thereto must be approved by the City Council.

GLOSSARY

AGENCIES: Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE),* or a *federally related institution*. Most obligations of GSE's are not guaranteed by the full faith and credit of the US government.

ASKED: The price at which a seller offers to sell a security.

ASSET BACKED SECURITIES: Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

BANKERS' ACCEPTANCE (BA): A draft, bill, or exchange accepted by a bank or trust company accepting institution guarantees payment of the bill, as well as the issuer.

BID: The price offered for securities.

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides. Brokers are active in markets, where banks buy and sell money, as well as in inter-dealer markets.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also, refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER (CP): Short-term, unsecured, promissory notes issued by corporations to finance short-term credit needs.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual financial report of the City. It includes combined statements for each individual fund in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COUPON: (a). The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b). A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT (DVP): There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value i.e., U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, such as savings and loan associates, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the United States Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable rate mortgages and second loans in addition to fixed rate mortgages. FNMA's securities are highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors and 12 regional banks. About 5,700 commercial banks are members of the system.

FFCB: The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB: The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC: Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.

FNMA: Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.

GNMA: The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations and other institutions. The full faith and credit of the U.S. Government protect the security holder. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term "pass-throughs" is often used to describe Ginnie Mae Securities.

LIQUID ASSET: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LIQUIDITY: The ability to convert investments to cash.

LOCAL AGENCY INVESTMENT FUND (LAIF): The aggregate of all funds from political subdivisions that are placed in the custody of the State of California Treasurer for the benefit of local agencies. State law (California Government Code Section 16429.1) establishes the maximum deposits for each local agency.

LOS ANGELES COUNTY INVESTMENT POOL (LACIP): Similar to LAIF, this pool is established by the Los Angeles County Treasurer for the benefit of local agencies under California Government Code Section 53684.

MAKE WHOLE CALL: A type of call provision on a bond allowing the issuer to pay off remaining debt early. The issuer typically has to make a lump sum payment to the investor derived from a formula based on the net present value (NPV) of future coupon payments that will not be paid incrementally because of the call combined with the principal payment the investor would have received at maturity.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties related to repurchase or reverse repurchase agreements. The contract establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default of the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM TERM NOTES: Notes with a maximum of five years maturity issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

MUNICIPAL SECURITIES: Securities issued by state and local agencies to finance capital and operating expenses.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD): Although technically a deposit, it is similar to a short-term note, which earns the depositor a competitive rate of return. Negotiable certificates of deposit were developed so that large deposits could be made at a competitive interest rate with some liquidity.

OFFER: The price asked by the seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PEFCO: The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

PORTFOLIO: A collection of securities held by an individual organization or institution.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities brokers/dealers, banks, and a few unregulated firms.

PRUDENT INVESTOR RULE: This rule is an investment standard. In some states, the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state. The securities are commonly referred to as the legal list. In other states the trustee may invest in a security if it is one, which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENT (REPO): Agreements with banks and dealers under which the City has entered into a master repurchase agreement that specifies terms and conditions of individual repurchase agreements. The agreement requires the seller of a security to repurchase an investment on a specific date for an agreed-upon price.

SAFEKEEPING: A service to customers rendered by banks and other security custodians for a fee. For the fee, the customer's securities and valuables of all types and descriptions are held in the service provider's vaults for protection. Securities are commonly held electronically in lieu of physical custody in a vault.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc.) and Corporations, which have imbedded options (i.e., call features,

step-up coupons, floating rate coupons, and derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

SUPRANATIONAL: A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TREASURY BILLS: A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

TVA: The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember brokers/dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) Income yield is obtained by dividing the current dollar income by the current market price for the security. (b) Net yield or yield to maturity (YTM) is the current income yield minus any premium above par or plus any discount from purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

ATTACHMENT NO. 6

RESOLUTION NO. 2026-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE CITY OF WEST COVINA STATEMENT OF INVESTMENT POLICY

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

WHEREAS, California Government Code Section 53646 permits the City Treasurer or the Chief Fiscal Officer to annually render to the City Council a statement of investment policy, which must be considered at a public meeting; and

WHEREAS, California Government Code Section 53600 et seq. provides guidelines and regulations pertaining to investment of temporary idle funds; and

WHEREAS, on May 17, 2022, the City Council reviewed and approved the amended City of West Covina Statement of Investment Policy through the adoption of Resolution No. 2022-48; and

WHEREAS, pursuant to Section XX of the Statement of Investment Policy, the Investment Policy must be reviewed and approved on an annual basis; and

WHEREAS, the City Council has reviewed the Statement of Investment Policy, last amended on May 17, 2022, and desires to approve the Statement of Investment Policy as required by Section XX of the Policy.

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

SECTION 1. The City Council hereby approves the Statement of Investment Policy.

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

APPROVED AND ADOPTED this 18th day of August, 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. 2026-94 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of August, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

AGENDA ITEM NO. 9

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF THE THIRD QUARTER FINANCIAL REPORT FOR FISCAL YEAR 2025-26**

RECOMMENDATION:

It is recommended that the City Council receive and file the Third Quarter Financial Report for Fiscal Year 2025-26.

BACKGROUND:

This report is intended only to provide the City Council and the public with an overview of the City's general fiscal condition. The financial information included in this report is preliminary, unaudited and subject to revision upon completion of the City's closing and audit. The City will make the Quarterly Financial Report available on the City's website for review by the City's stakeholders.

DISCUSSION:

The Third Quarter Financial Report (Attachment No. 1) summarizes the overall financial performance of the City for the period of July 1, 2025 through March 31, 2026, but it is not meant to be inclusive of all finance and accounting transactions. While the focus of the report is the General Fund, summary financial information is also provided for the Enterprise Fund and Special Revenue Funds.

The information presented reports revenues as they are received and expenditures when paid. Revenues and expenditures are only accrued at year-end to account for such activity in the correct fiscal year.

LEGAL REVIEW:

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

Prepared by: Karen Ogawa, Finance Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

This agenda item is a receive and file; therefore, there is no fiscal impact with this action.

Attachments

Attachment No. 1 - Third Quarter Financial Report

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

CITY OF WEST COVINA

THIRD QUARTER FINANCIAL REPORT

Fiscal Year 2025-26

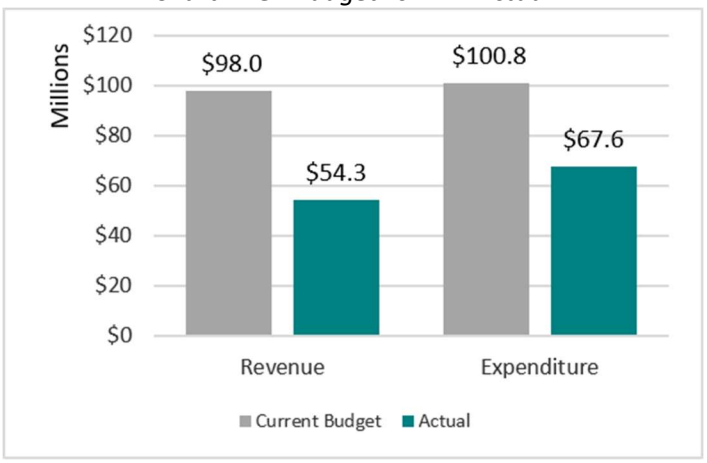
The City has completed the third quarter of Fiscal Year (FY) 2025-26. This report summarizes the overall financial performance of the City for the period of July 1, 2025, through March 31, 2026, but it is not meant to be inclusive of all finance and accounting transactions. While the focus of the report is the General Fund, summary financial information is also provided for the Enterprise Fund and Special Revenue Funds. The information presented is unaudited. This report is intended to provide City Council and the public with an overview of the City's general fiscal condition.

The revenue and expenditures per the Budget to Year-To-Date (YTD) Actual comparisons include any appropriations made as of March 31, 2026. The information presented reports revenues as they are received and expenditures when paid. Revenues and expenditures are only accrued at year end to account for such activity in the correct fiscal year.

GENERAL FUND

The General Fund (GF) is the general operating fund for the City. It provides the resources to sustain the day-to-day activities and services to the community. All nine departments receive support, either directly or indirectly, from the General Fund.

Chart 1: GF Budget vs. YTD Actual



The General Fund original budget for FY 2025-26 was $97.8 million in revenue, $97.8 million in expenditures and net transfers, for a total net change of fund balance of $81,657. With only 75% of the year complete, General Fund revenues are 55.4% of budget, and expenditures are 67.0%. Total revenues are $54.3 million, and expenditures are $67.6 million leaving a total revenue less expenditures negative $13.3 million.

GENERAL FUND REVENUE

The City's two major General Fund revenue sources are Property Tax and Sales Tax which make up 65% of the General Fund revenues combined. Table 1 below summarizes revenue to-date.

Table 1:GF Revenue - Budget vs. YTD Actuals

Revenue Source	Current Budget	YTD Actual	%
Property Tax	37,345,400	19,123,103	51.2%
Charges for Services	8,957,830	6,896,809	77.0%
Fines & Forfeitures	1,749,600	647,908	37.0%
Interdepartmental Charges	1,196,210	897,158	0.0%
Licenses & Permits	4,101,000	2,205,230	53.8%
Other Revenues	137,400	1,602,105	1166.0%
Other Taxes	10,534,000	5,574,776	52.9%
Revenue from Other Agencies	4,047,000	792,264	19.6%
Sales Tax	26,500,000	15,484,448	58.4%
Use of Money & Property	1,915,000	1,076,436	56.2%
Transfers In/Out	1,555,888	-	0.0%
Grand Total	**98,039,328**	**54,300,235**	**55.4%**

PROPERTY TAX

Included in this line item are Property Taxes, Property In-Lieu of Vehicle License Fees (VLF), and residual payments from the dissolution of the former redevelopment agency. The first major property tax distribution to the City for the fiscal year is received in December.

SALES TAX

As of March 31, 2026, the allocation received represents approximately 58.4% of the total sales tax allocation for the year. This is typical for this time of year as there is a two-month lag in sales tax distributions. The City will continue to receive sales tax allocations with the final quarter allocation distributed by the California State Department of Taxes and Fees Administration (CDTFA) in August 2026.

OTHER TAXES

This category includes Franchise Fees, Business License Tax, Transient Occupancy Tax (TOT), and Property Transfer Tax. At the end of the third quarter $5.6 million or 52.9% of the original budget projection has been realized. This is due to a lag in when these revenues are received. Additionally, these taxes are not evenly disbursed throughout the year.

CHARGES FOR SERVICES

These revenues include plan check and zoning related fees, recreation fees, interfund charges, police, and fire fees. These fees are trending as projected at approximately 77.0% or $6.9 million through March 2026.

LICENSE & PERMITS

Revenues for licenses & permits include building and engineering permits, and animal licenses. Revenue projections are trending slightly under projected at 53.8% of the original budget projection or $2.2 million.

REVENUES FROM OTHER AGENCIES

This category includes Vehicle In-Lieu, State Mandated Cost reimbursement revenue, the exchange of Prop A funds, and mutual aid cost reimbursement for strike team deployments for the Fire Department. Most of this revenue is received once within the fiscal year. The Prop A Exchange (which accounts for $2.6 million) typically does not occur until the end of the fiscal year.

To date the Fire Department has spent over $582k in mutual aid overtime, this plus an administrative fee will be reimbursed.

INTERDEPARTMENTAL CHARGES

This category includes overhead chargebacks from internal service funds: General Liability, Workers Compensation, and Fleet Maintenance. These charges are billed monthly and equally distributed.

USE OF MONEY & PROPERTY

This category includes rental and interest income. These are trending at 56.2% or $1.1 million through March 2026.

FINES & FORFEITURES

This category includes late payment penalties, collection agency fees, code fines, vehicle impound fees, and administrative citations. Overall, fines and forfeitures are only 37.0% as of end of the quarter.

OTHER REVENUES

This category includes proceeds from auction, advertising, final map, and other miscellaneous revenue. At the end of the third quarter, $1.6 million or 116.6% of the original budget projection has been realized. Included in this quarter is the $1.5 million for sustainability payment for handling solid waste disposal.

TRANSFERS IN

This category includes a transfer from the Successor Agency for administrative costs. This transfer is made at the end of the fiscal year.

REVENUES PROJECTIONS

Revenue projections (see Table 2) are revised with the Quarterly Report based on actuals to date.

Table 2: GF Revenue Projection

Revenue Source	Current Budget	Proposed Adj.	Revised Projection	Actual
Charges for Services	8,957,830		8,957,830	6,896,809
Fines & Forfeitures	1,749,600		1,749,600	647,908
Interdepartmental Charges	1,196,210		1,196,210	897,158
Licenses & Permits	4,101,000		4,101,000	2,205,230
Other Revenues	137,400		137,400	1,602,105
Other Taxes	10,534,000		10,534,000	5,574,776
Property Tax	37,345,400		37,345,400	19,123,103
Revenue from Other Agencies	4,047,000		4,047,000	792,264
Sales Tax	26,500,000		26,500,000	15,484,448
Use of Money & Property	1,915,000		1,915,000	1,076,436
Transfers In/Out	1,555,888		1,555,888	0
Grand Total	**98,039,328**		**98,039,328**	**54,300,235**

GENERAL FUND EXPENDITURES

As of March 31, 2026, with 75.0% of the year complete, 67.0% of the General Fund budget was expensed (see Table 3).

Table 3: GF Expenditures – Budget vs. YTD Actual

Department	Current Budget	YTD Actual	%
Administration	2,650,949	1,934,648	73.0%
City Clerk	448,507	310,629	69.3%
Code Enforcement	2,022,514	1,832,911	90.6%
Community Developmen	2,860,175	1,081,011	37.8%
Community Services	2,721,240	2,039,074	74.9%
Finance	3,960,407	2,545,944	64.3%
Fire	28,230,595	18,382,174	65.1%
Human Resources	901,100	781,331	86.7%
Police	37,416,154	24,173,311	64.6%
Public Works	5,640,641	3,303,113	58.6%
Transfers	13,985,008	11,220,884	80.2%
Grand Total	**100,837,290**	**67,605,030**	**67.0%**

GENERAL FUND OVERTIME

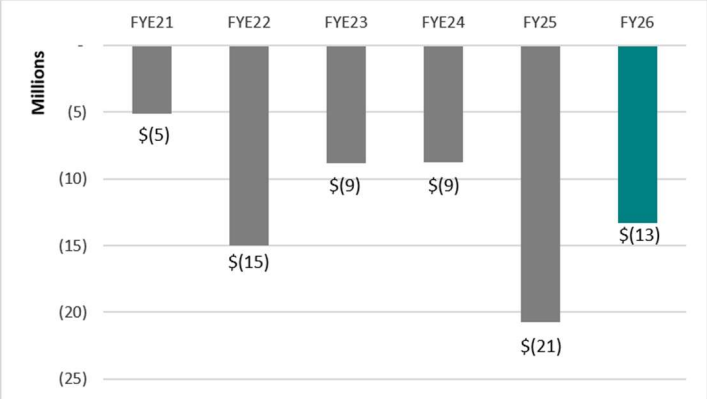
Overall, overtime in the General Fund is at 80.5% of the overall budget. Table 4 summarizes overtime by department within the General Fund.

Table 4: GF Overtime YTD

Department	Current Budget	YTD GF Overtime	%
Administration	4,706	8,847	188.0%
Community Development	658	1,031	91.5%
Finance	854	781	89.1%
Fire	3,062,612	2,728,731	74.1%
Police	3,597,452	2,666,974	49.5%
Code Enforcement	8,449	4,180	8.9%
Public Works	43,962	3,892	77.8%
Community Services	94,710	73,663	100.0%
Human Resources	1,200	1,020	100.0%
Grand Total	**6,814,603**	**5,489,119**	**80.5%**

Overall, total General Fund Revenue ($54.3M) less expenditures ($67.6M) for the year is negative $13.3 million. Negative revenue less expenditures is typical for this time of year due to the lag in property and sales tax revenue – the City's primary revenue sources.

Chart 2: GF 3rd Quarter Revenue Less Expenditures by FY



PROPOSED BUDGET AMENDMENT

The original adopted General Fund budget for FY 2025-26 was $97,839,328 for revenues and $97,757,671 in expenditures, including transfers, for a net change in Fund Balance of $81,657. There are no General Fund budget amendments proposed for this quarter.

ENTERPRISE FUND (FUND 375)

This fund accounts for the computer services provided by the Police Department to other public safety agencies for a fee. The programs are marketed to both public and private agencies. The Police Department also utilizes these products and services. Revenue is generally billed once annually. Expenditures are trending under budget (see Table 6).

Table 6: Police Enterprise Budget vs. YTD Actuals

Type	Current Budget	YTD Actual	%
Revenue	302,100	667,933	0.0%
Expenditure	718,145	19,281	2.7%
Revenue Less E	**(416,045)**	**648,652**	

SPORTSPLEX (FUND 242)

This fund accounts for activity at the West Covina Sportsplex, a recreation facility which amenities include softball fields, a pavilion, playgrounds, and restaurants.

Early in the fiscal year, there were emergency repairs to the Sportplex tent of approximately $400k of which insurance covered $268k.

Budget versus actual comparisons for both revenue and expenditures for the Sportsplex are presented in Table 7.

Table 7: Sportsplex Budget vs. YTD Actuals

Type	Current Budget	YTD Actual	%
Revenue			
Charges for Services	240,000	432,097	180.0%
Other Revenues	19,600	-	0.0%
Use of Money & Property	155,800	61,711	39.6%
Transfers In/Out	917,627	-	0.0%
Revenue Total	**1,333,027**	**493,808**	
Expenditure			
Salaries & Benefits	886,027	638,149	72.0%
Materials & Services	447,000	308,432	69.0%
Capital Investments	400,750	402,953	0.0%
Expenditure Total	**1,733,777**	**1,349,534**	
Revenues less Expenditures	**(400,750)**	**(855,726)**	

OTHER FUNDS

Table 8 shows a summary of budget versus actuals for other funds:

Table 8: Other Funds Budget vs. YTD Actuals

Row Labels	Data Sum of Budget	Sum of Actual YTD	
Assessment Districts			
Revenue	4,650,403	2,698,296	0.0%
Expenditure	6,558,758	2,952,454	45.0%
Capital Project Funds			
Revenue	729,400	305,737	41.9%
Expenditure	2,193,400	1,253,858	57.2%
CDBG			
Revenue	1,356,600	487,785	36.0%
Expenditure	2,792,116	440,452	15.8%
Debt Service			
Revenue	14,835,169	11,786,493	79.4%
Expenditure	15,824,955	8,940,167	56.5%
Gas Tax			
Revenue	3,073,448	2,008,565	65.4%
Expenditure	2,916,603	1,908,252	65.4%
Grant Funds			
Revenue	(53,962)	850,769	-1576.6%
Expenditure	680,772	1,915,732	281.4%
Housing Authority			
Revenue	217,200	104,146	47.9%
Expenditure	874,424	523,565	59.9%

Table 8: Other Funds Budget vs. YTD Actuals (continued)

Row Labels	Data Sum of Budget	Sum of Actual YTD	
Internal Service Funds			
Revenue	10,569,796	6,581,510	62.3%
Expenditure	10,610,086	4,707,926	44.4%
Metro Funds			
Revenue	10,648,172	7,530,562	70.7%
Expenditure	15,843,036	3,855,310	24.3%
Other SR Funds			
Revenue	4,818,308	3,924,341	81.4%
Expenditure	10,526,447	4,844,224	46.0%
SB1			
Revenue	3,637,696	2,287,602	62.9%
Expenditure	4,875,000	188,010	3.9%
Sewer Maintenance			
Revenue	4,689,600	2,666,691	0.0%
Expenditure	3,919,232	1,299,190	33.1%
Successor Agency			
Revenue	2,915,344	1,372,679	0.0%
Expenditure	3,357,658	1,983,356	59.1%

FOR MORE INFORMATION

This summary report is derived from detailed financial information generated by the City's Finance Department. Additional financial information is available online at www.westcovina.org.

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) AND OTHER RELATED REPORTS FOR THE YEAR ENDED JUNE 30, 2025**

RECOMMENDATION:

It is recommended that the City Council receive and file the following financial reports and letters for the year ended June 30, 2025:

- Annual Comprehensive Financial Report;
- Government Auditing Standards Letter;
- Audit Communication Letter; and
- Community Financial Report.

BACKGROUND:

Annually, the Finance Department prepares and publishes the City's Annual Comprehensive Financial Report ("ACFR") following the completion of an independent and certified audit. The June 30, 2025 ACFR is included as Attachment No. 1. This document is an extensive report summarizing the financial activities of the City that occurred from July 1, 2024 through June 30, 2025.

The ACFR is prepared in compliance with the Governmental Accounting Standards Board (GASB) standards. Pursuant to GASB guidelines, the City's ACFR is divided into three sections: Introductory, Financial, and Statistical. The Introductory section contains a Letter of Transmittal. This letter includes a brief overview of the City, the economic outlook, operational controls and major initiatives.

The Financial section contains the independent auditors' opinion letter, Management's Discussion and Analysis (MD&A), and the Basic Financial Statements. The audit firm of Van Lant & Fankhanel, LLP has issued an unmodified ('clean') opinion on the financial statements for the year ended June 30, 2025. This means that their examination, testing and audit procedures allowed them to conclude that the financial statements present fairly the financial position of the City. This is the best opinion the City can receive from its auditors.

The MD&A provides a narrative of how the financial report is presented and key highlights of some of the changes in financial position. The MD&A provides tables showing comparative information from the year ended June 30, 2024, to the year ended June 30, 2025.

The final section of the ACFR is the Statistical section. This section presents data useful in analyzing

the City's financial and operational history for comparative purposes. Some of the statistics tracked include financial trends, revenue capacity, and debt capacity, which are useful for evaluating the City's financial stability. Additional statistics include operating indicators.

DISCUSSION:

Annual Comprehensive Financial Report
The ACFR represents the City of West Covina's financial position at June 30, 2025 and includes financial statements for all of its component units.

Government Auditing Standards Letter
The Government Auditing Standards Letter (Attachment No. 2) notes any identified deficiencies or weaknesses in internal control over financial reporting that could lead to material misstatements in the City's financial statements as well as any other compliance findings.

> Deficiency in internal control - exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.
>
> Material weakness - is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis.
>
> Significant deficiency - is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

The auditors did not identify deficiencies in internal control over financial reporting that they considered to be weaknesses.

Audit Communication Letter
The Audit Communication Letter (Attachment No. 3) provides certain information related to the audit of the City's financial records, including the following:

> Qualitative Aspects of Accounting Practices – The letter notes that City management is responsible for the selection and use of appropriate accounting policies. The letter indicates that there have been no significant changes in accounting policies or their application during the fiscal year. The letter also notes that there were no transactions entered into by the City during Fiscal Year 2024-25 for which there was a lack of authoritative guidance, and that all significant transactions were recorded in the proper accounting periods.
>
> Significant Difficulties Encountered during the Audit – The letter communicates the auditors encountered no significant difficulties in dealing with management relating to the performance of the audit.
>
> Uncorrected and Corrected Misstatements – The letter communicates the auditors' responsibility to note all known and likely misstatements identified during the audit. The auditors noted no such misstatements that were material, either individually or in aggregate, to the financial statements taken as a whole.
>
> Disagreements with Management – The auditors are required to communicate any disagreements with management related to an accounting, reporting or auditing matter, whether resolved or not, in the Audit Communication Letter. No such disagreements arose during the course of the audit for Fiscal Year 2024-25.

Community Financial Report
The Community Financial Report (Attachment No. 4) is an extract of information from the ACFR specifically designed to be readily accessible and easily understandable to the general public and other interested parties without a background in public finance.

LEGAL REVIEW:

The City Attorney's Office reviewed the staff report.

Prepared by: Karen Ogawa, Finance Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

Financial highlights of the fiscal year are noted in the Financial section of the ACFR and include the following:

City Wide
As of June 30, 2025, the City's total net position (assets plus deferred outflows of resources less liabilities and less deferred inflows of resources) was $22.7 million.

The City's total net position increased $9.0 million from the prior year. This is due to various factors. There is an increase in assets of $11.7 million. The increase is mostly due to cash; there was $4.4 million more in investment income when compared to the prior fiscal year. Additionally, Due from Other Agencies increased by $4.7 million compared to prior year.

In liabilities and deferred inflows of resources, there was a significant decrease due to OPEB related items and OPEB and net pension liabilities which account for a $9.4 million decrease. Additionally, the lease revenue bonds liabilities decreased by $11.4 million compared to prior year. Overall, there were positive factors to increase the net position of approximately 9.0 million.

The City's total governmental funds reported combined ending fund balances of $155.0 million, an increase of $4.7 million in comparison with the prior fiscal year of $150.1 million. The increase is comprised of changes in fund balance, primarily in the General Fund for $2.3 million, non-major Sewer Maintenance fund for $2.9 million, and non-major Measure R fund for $0.6 million. The fund balances increased for the aforementioned funds due to lower than budgeted expenditures in the funds. The City anticipates to use the funds in the upcoming years. Of the $155.0 million fund balance, $3.2 million, or 2.1%, of this total is non-spendable (not available for new spending). The restricted fund balance categories of $123.4 million, or 79.7%, is spendable for restricted purposes. The assigned fund balance of $8.0 million, or 5.2%, represents amounts that are intended to be used for specific purposes, but are not formally restricted or committed. The unassigned fund balance category of $20.2 million, or 13.1%, represents the City's fund balance reserves.

General Fund
The General Fund is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance of the General Fund was $21.0 million, while total fund balance was $24.1 million. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund operating expenditures. Unassigned fund balance represents 28.0% of total General Fund operating expenditures, while total fund balance represents 32.2% of that same amount. The non-spendable portion of fund balance in the amount of $3.1 million mainly consists of Land Held for Resale in the amount of $3.0 million.

General Fund, Fund Balance Policy
Per the City's current Fund Balance Policy, the city shall maintain a minimum unassigned fund balance of at least 18% of the General Fund operating expenditures. As of June 30, 2025, the General Fund unassigned fund balance is $21.0 million, which is in excess of the 18% operating expenditures of $74.9 million.

Attachments

Attachment No. 1 - Annual Comprehensive Financial Report June 30, 2025

Attachment No. 2 - Government Auditing Standards June 30, 2025

Attachment No. 3 - Audit Communication Letter SAS 114 June 30, 2025

Attachment No. 4 – Community Financial Report June 30, 2025

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

ATTACHMENT NO. 1

ANNUAL COMPREHENSIVE FINANCIAL REPORT 2025



YEAR ENDED

JUNE 30, 2025

CITY OF WEST COVINA, CALIFORNIA

www.westcovina.org

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CITY OF WEST COVINA, CALIFORNIA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

Year Ended June 30, 2025

Prepared by
Finance Department

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City of West Covina
Annual Comprehensive Financial Report
Year Ended June 30, 2025

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Annual Comprehensive Financial Report
Year Ended June 30, 2025

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Year Ended June 30, 2025

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INTRODUCTORY SECTION

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June 25, 2026

Members of the City Council, the City Manager, and the Citizens of the City of West Covina:

Enclosed is the Annual Comprehensive Financial Report (ACFR) of the City of West Covina (City) for the fiscal year ended June 30, 2025. This report consists of management's representations concerning the finances of the City. Management assumes full responsibility for the completeness and reliability of all the information presented in this report.

To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed to both protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City's financial statements have been audited by Van Lant & Fankhanel, LLP, a firm of certified public accountants. The auditors have issued an unmodified opinion on these financial statements. The Independent Auditor's Report is located at the front of the financial section of this report.

The Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it.

Profile of the Government

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's 16 square miles flourished with walnut groves and orange groves for many decades. The post-World War II building boom rapidly transformed the City, which experienced a significant population increase between 1950 and 1960, from less than 5,000 to more than 50,000 citizens. Subsequent to this rapid population increase, the City has continued to grow at a steady pace to a population of over 109,000. In recent years there has been a slight decline with a current population in excess of 105,000.

From early in its history, the City of West Covina has been noted as a city of beautiful homes. Through its General Plan, the City Council strives to maintain the City's high-quality residential base and living environment. The City's identity is defined by carefully designed entry point elements, landmark areas, and open space areas.

Known as the headquarters of the East San Gabriel Valley, the City strives to maintain a prosperous business and commercial climate. Despite the current challenging financial and economic environment, West Covina derives significant economic stability from the City's three major commercial districts: Plaza West Covina, Eastland Center,

and The Lakes. The City's location and access to major freeways makes West Covina close to many visitor attractions and an ideal business and commercial center. The City has over 32,000 housing units and offers the amenities of a big city location with a high standard of living for its community.

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. The City offers sixteen parks, four community centers, a sports complex, and a county operated library.

Under the Council-Manager form of government, the five City Council members are elected by districts to overlapping four-year terms. The City Council selects a Mayor from one of its members each November to serve a one-year term. The City Council is responsible for, among other things, passing ordinances, adopting the budget, appointing committees, and hiring both the City Manager and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments.

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. Additional information regarding all three of these legally separate entities can be found in the notes to the financial statements.

The annual budget serves as a foundation for the City's financial planning and control. The City Council holds public hearings and adopts an annual budget for all funds. The budget appropriations are prepared by fund, function, and department. The City Manager is authorized to transfer budgeted amounts within departments to assure adequate and proper standards of service. Budgetary revisions, including supplemental appropriations which increase total appropriations in individual funds must be approved by the City Council.

Economic Outlook and Major Objectives

In December 2020, the California State Auditor identified several risks in the City's financial condition, including a major unfunded pension liability and general fund expenditures that have exceeded revenues. Since then, the City has grown its general fund reserves from an unassigned fund balance of $12.6 million in in fiscal year 2019–20 to $21.0 million as of the end of fiscal year 2024–25. Additionally, the city no longer operates with a structural deficit. Instead, the city's general fund revenue exceeds its operating expenditures.

While progress has been made, in December 2024, the State Auditor retained its high-risk designation for the City, citing that the City's approach to addressing its reserve level increases its risk for future financial instability – specifically regarding its pension debt. The City must consider establishing and maintaining a general fund reserve target at a level above its current policy to better mitigate this risk.

The City continues to work to secure the financial future while safeguarding the delivery of great public services. This requires stewardship and a willingness to consider all alternatives in service provision. Service levels are directly related to the income from which public expenses are met. The City has attempted to attain fiscal sustainability into the future by finding economies and efficiencies in its operations.

Rising costs of materials and services continue to be of grave concern. Through sound financial policies and procedures, the City has attempted to manage rising costs and dwindling revenues efficiently and effectively. This is not to say that significant challenges do not face the City going forward. The infrastructure needs of the City have been long deferred.

Short-term and Long-term Financial Planning

The City has made some progress toward the goal of attaining fiscal sustainability and positioned the City for long-term financial success. Annually, the City adopts a budget covering operating revenues and expenditures, labor usage, capital expenditures, and other sources and uses of funds. For financial planning purposes, the City conducts a comprehensive citywide financial forecast. The latest forecast shows expenditures are increasing at a faster pace than revenues.

Like most California cities, West Covina has several unfunded liabilities. The biggest of these being the cost of employee pensions. Pension obligations and payments for the unfunded accrued liability (UAL) were expected to worsen each fiscal year. This fact prompted the City to issue bonds in July of 2020 to address the UAL and attain more favorable interest rates to address the pension problem. Other Post Employment Benefits (OPEB) liabilities account for the second largest cost. Net change in Net Pension liability was $4.2 million and Net Change in Total OPEB Liability was $1.2 million as of June 30, 2025. This liability continues to rise and will need to be addressed in the long term.

In addition to pension and OPEB liabitlies, the City is self-insured and exposed to various risks of loss related to its operation which continue to rise. While the City does have excess workers' compensation and excess general liability insurance, the self-insured retention limit is $1 million per occurrence. Overall, there is a $6.3 million deficit in the self-insurance internal service funds as of June 30, 2025. Additionally, claims and judgments payable, including estimated claims for incurred but not reported claims, amounted to $23.4 million. This is less nearly one million dollars from the prior year. Continuous risk management improvement will be critical to the financial outcome of these programs.

Awards and Acknowledgements

The preparation of this report could not have been accomplished without the efficient and dedicated services of the entire staff of the Finance Department. I would like to express my appreciation to all members of the Department who assisted and contributed to the preparation of this report. Credit must also be given to City Council for their interest and support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectfully submitted,



Karen Ogawa
Finance Director
City of West Covina

CITY OF WEST COVINA, CALIFORNIA

1444 W. Garvey Avenue South, West Covina CA 91790

CITY OFFICIALS

JUNE 30, 2025

CITY COUNCIL

Tony Wu, Mayor
Letty Lopez-Viado, Mayor Pro Tem
ROllie Cantos, Councilmember
Rosario Diaz, Councilmember
Brain Gutierrez, Councilmember

ELECTED OFFICIALS

Nickolas S. Lewis, City Clerk
Colleen B. Rozatti, City Treasurer

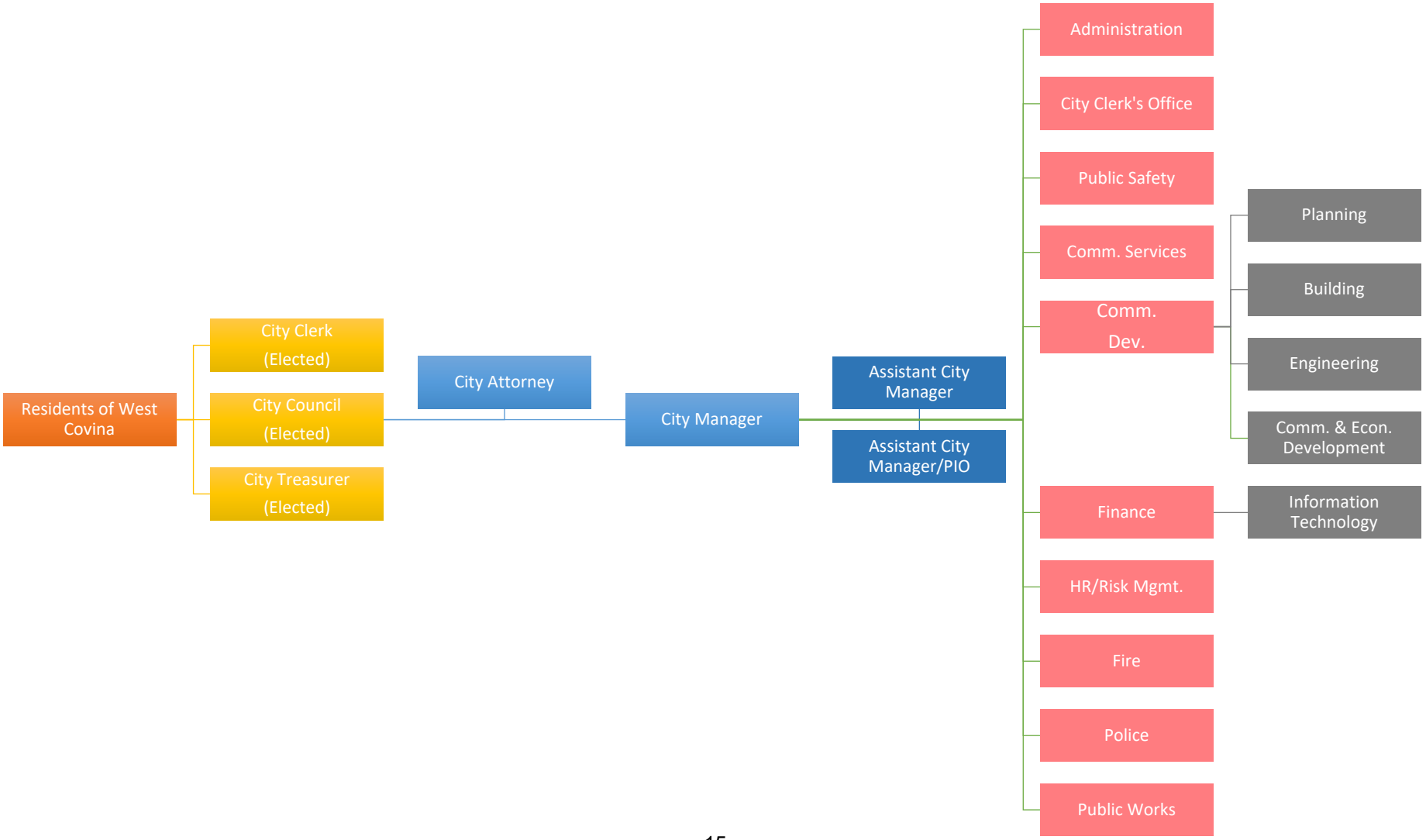
CITY MANAGER

Milan Mrakich, Acting City Manager

EXECUTIVE MANAGEMENT TEAM

Roxanne Lerma, Assistant City Manager
Nilesh Mehta, Assistant City Manager
Thomas P. Duarte, City Attorney
Lisa Sherrick, Assistant City Clerk
Karen Ogawa, Finance Director
Greg McKeown, Acting Fire Chief
Tony Cortina, Police Chief

City Organizational Chart



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of West Covina
California

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2024

Christopher P. Morrill

Executive Director/CEO

FINANCIAL SECTION

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Van Lant & Fankhanel, LLP
Certified Public Accountants

Independent Auditor's Report

The Honorable City Council
City of West Covina, California

Report on the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of West Covina (City), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of West Covina, as of June 30, 2025, and the respective changes in financial position, and, where applicable, cashflows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining statements and budgetary schedules, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements, as listed in the table of contents, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated June 25, 2026, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



June 25, 2026
Murrieta, CA

MANAGEMENT'S DISCUSSION AND ANALYSIS

The following discussion and analysis of the financial performance of the City of West Covina (the City) provides an overview of the City's financial activities for the fiscal year ended June 30, 2025. The information presented herein should be considered in conjunction with the transmittal letter and financial statements identified in the accompanying table of contents.

FINANCIAL HIGHLIGHTS

- As of June 30, 2025, the City's total net position (assets plus deferred outflows of resources less liabilities and less deferred inflows of resources) was $22.7 million.

- The City's total net position increased $9.0 million from the prior year. This is due to various factors. There is an increase in assets of $10.7 million. The increase is mostly due to cash and investments of $4.5 million compared to the prior fiscal year. In liabilities and deferred inflows of resources, there was a significant decrease due to OPEB related inflows, which accounts for a $3.5 million decrease in deferred inflows of resources. Additionally, the lease revenue bond liabilities decreased by $6.2 million. Overall, there were positive factors to increase the net position. The net pension liability and related deferred outflows and inflows of resources was the source of an increase to the City's liabilities of $12.3 million; the net pension liability increased by $4.2 million, offset with a $16.5 million decrease to deferred outflows of resources relating to pension related items.

- The City's total governmental funds reported combined ending fund balances of $154.8 million, an increase of $4.7 million in comparison with the prior fiscal year of $150.1 million. The increase is comprised of changes in fund balance, primarily in the General Fund for $2.3 million and non-major Sewer Maintenance fund for $2.9 million. The fund balances increased for the aforementioned funds due to lower than budgeted expenditures in the funds. The City anticipates to use the funds in the upcoming years. Of the $184.3 million fund balance, $3.2 million, or 2.1%, of this total is non-spendable (not available for new spending). The restricted fund balance categories of $123.4 million, or 79.7%, is spendable for restricted purposes. The assigned fund balance of $8.0 million, or 5.2%, represents amounts that are intended to be used for specific purposes, but are not formally restricted or committed. The unassigned fund balance category of $20.2 million, or 13.1%, represents the City's fund balance reserves.

- The City's business-type computer service enterprise activity (West Covina Service Group) had an operating gain for fiscal year (FY) 2024-25 of $67,433, compared with a $10,259 operating gain in FY 2023-24. The total net position for the computer service enterprise fund as of June 30, 2025 is $319,525. The net position in the prior year was $252,092.

OVERVIEW OF THE FINANCIAL STATEMENTS

The annual report consists of four parts – *management's discussion and analysis* (this section), the *basic financial statements*, *required supplementary information*, and an optional section that presents *combining statements* for non-major governmental funds and internal service funds. The basic financial statements include two kinds of statements that present different views of the City:

- The first two statements are *government-wide financial statements* that provide both *long-term* and *short-term* information about the City's overall financial status.

- The remaining statements are *fund financial statements* that focus on *individual parts* of the City government, reporting the City's operations in *more detail* than the government-wide statements.

    - The *governmental funds* statements tell how *general government* services like public safety were financed in the *short-term* as well as what remains for future spending.

    - *Proprietary funds* statements offer *short-* and *long-term* financial information about the activities that are operated like a business, such as the West Covina Service Group, the City's computer service enterprise.

    - *Fiduciary fund* statements provide information about the fiduciary relationships – like the custodial funds of the City – in which the City acts solely as an *agent* or *trustee* for the benefit of others, to whom the resources in question belong.

The financial statements also include *notes* that provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Reporting the City as a Whole

The accompanying **government-wide financial statements** include two statements that present financial data for the City as a whole. The Statement of Net Position and the Statement of Activities report information about the City as a whole and about its activities. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the City's net position and changes in them. The City's net position is one way to measure the City's financial health, or financial position. Over time, increases and decreases in the City's net position are one indicator of whether its financial health is improving or deteriorating. You will need to consider other non-financial factors, however, such as changes in the City's property tax or sales tax base and the condition of the City's roads, to assess the overall health of the City.

The Statement of Net Position and the Statement of Activities are divided into two kinds of activities:

- Governmental activities – Most of the City's basic services such as public safety, streets and roads, economic development and parks and recreation, are reported here. Sales taxes, property taxes, state subventions, and other revenues finance most of these activities.

- Business-type activities – The City charges a fee to customers to help it cover all or most of the cost of the services accounted for in these funds. These activities include the City's computer service enterprise operation.

The government-wide financial statements include the West Covina Housing Authority, the West Covina Public Financing Authority, the Parking Authority of the City of West Covina and the West Covina Community Services Foundation (component units), along with the City of West Covina (the primary government). Although legally separate, these component units are important because the City is financially accountable for them.

The activities of the Successor Agency of the former redevelopment agency can be found in the Fiduciary Fund Section of the Financial Statements in the Private Purpose Trust Fund.

Reporting the City's Most Significant Funds

The **fund financial statements** provide detailed information about the City's most significant funds – not the City as a whole. Some funds are required to be established by State law or by bond covenants. However, City Council establishes many other funds to help it control and manage money for particular purposes or to show that it is meeting administrative responsibilities for using certain taxes, grants, or other money (like grants received). The City's two kinds of funds – *governmental* and *proprietary* – use different accounting approaches.

- *Governmental funds* – Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year end that are available for spending. These funds are reported using the modified accrual accounting method, which measures cash and all other current financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. We describe the relationship or differences between *governmental activities* (reported in the Statement of Net Assets and the Statement of Activities) and *governmental funds* in reconciliations on the pages following the fund financial statements in this report.

- *Proprietary funds* – When the City charges customers for the services it provides, these services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. In fact, the City's enterprise funds are the same as the business-type activities we report in the government-wide statements but provide more detail and additional information, such as cash flows for proprietary funds. We use internal service funds (the other component of proprietary funds) to report activities that provide supplies and services for the City's other programs and activities.

Reporting the City's Fiduciary Responsibilities

The City is an agent for certain assets held for, and under the control of, other organizations and individuals. All of the City's fiduciary activities are reported in separate fiduciary funds. These activities are not included in the government-wide financial statements because the City cannot use these assets to finance its operations. The City is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

Statement of Net Position

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. As of June 30, 2025, net position for the City was a balance of $22.7 million. Compared to the prior year, the net position of the City increased by $13.7 million.

The City's net position of $22.7 million is made up of three components: Net investment in Capital Assets, Restricted Net Position and Unrestricted Net Position. The largest portion of the City's net position, $152.2 million, reflects its net investment in capital assets (e.g., infrastructure, land, buildings, machinery, and equipment) less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to the community. As such, these assets are not available for spending. In addition, $113.5 million of the City's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position is a deficit of $243.3 million due to the unfunded pension liability (GASB 68) for which the City has issued 2020 Lease Revenue Bonds; the balance of the bonds is $187.8 million.

The table below reflects the Statement of Net Position for the fiscal year ended June 30, 2025, with the comparative data for the fiscal year ended June 30, 2024:

Table 1
Statement of Net Position

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Assets:						
Current and other assets	$205,044,588	$194,364,322	$ 321,040	$ 255,710	$205,365,628	$194,620,032
Capital assets	189,373,028	188,412,980	-	-	189,373,028	188,412,980
Total assets	394,417,616	382,777,302	321,040	255,710	394,738,656	383,033,012
Deferred Outflows of Resources:						
Pension related	25,219,593	41,675,192	-	-	25,219,593	41,675,192
OPEB related	4,662,082	8,003,872	-	-	4,662,082	8,003,872
	29,881,675	49,679,064	-	-	29,881,675	49,679,064
Liabilities:						
Long-term debt outstanding	367,715,493	382,039,274	-	1,236	367,715,493	382,040,510
Other liabilities	19,153,627	17,960,423	1,485	2,382	19,155,112	17,962,805
Total liabilities	386,869,120	399,999,697	1,485	3,618	386,870,605	400,003,315
Deferred Inflows of Resources:						
Pension related	114,879	141,011	-	-	114,879	141,011
OPEB related	8,919,929	12,406,521	-	-	8,919,929	12,406,521
Lease Related	5,991,799	6,412,504	-	-	5,991,799	6,412,504
	15,026,607	18,960,036	-	-	15,026,607	18,960,036
Net Position:						
Net investment in capital assets	152,179,186	149,162,351	-	-	152,179,186	149,162,351
Restricted	113,512,929	113,696,248	-	-	113,512,929	113,696,248
Unrestricted	(243,288,551)	(249,361,966)	319,525	252,092	(242,969,026)	(249,109,874)
Total net position	$ 22,403,564	$ 13,496,633	$ 319,525	$ 252,092	$ 22,723,089	$ 13,748,725

Changes in Net Position

The City's total revenues of $134.7 million for governmental activities are $8.9 million more than the expenses of $125.8 million. Much of the increase is due to a $2.2 million increase in charges for services and $1.8 million increase in property taxes.

A summary of the government-wide statement of activities for the year ended June 30, 2025, with the comparative data for the fiscal year ended June 30, 2024, is as follows:

Table 2
Changes in Net Position

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Revenues						
Program revenues:						
Charges for services	$ 19,614,789	$ 17,389,515	$ 692,994	$ 692,994	$ 20,307,783	$ 18,082,509
Operating contributions and grants	22,557,825	22,201,169	-	-	22,557,825	22,201,169
Capital contributions and grants	14,689,197	15,149,924	-	-	14,689,197	15,149,924
General revenues:						
Property taxes	36,859,582	35,055,298	-	-	36,859,582	35,055,298
Sales taxes	25,496,967	26,575,421	-	-	25,496,967	26,575,421
Other taxes	10,082,545	9,884,121	-	-	10,082,545	9,884,121
Other general revenues	5,437,120	6,685,708	-	-	5,437,120	6,685,708
Total revenues	134,738,025	132,941,156	692,994	692,994	135,431,019	133,634,150
Expenses						
General government	5,281,216	20,662,676	-	-	5,281,216	20,662,676
Public safety	74,763,499	65,336,608	-	-	74,763,499	65,336,608
Public works	25,345,407	20,428,579	-	-	25,345,407	20,428,579
Community services	10,146,813	11,905,416	-	-	10,146,813	11,905,416
Community development	1,818,455	1,716,136	-	-	1,818,455	1,716,136
Interest expense	8,475,704	8,655,994	-	-	8,475,704	8,655,994
Computer service	-	-	625,561	682,735	625,561	682,735
Total expenses	125,831,094	128,705,409	625,561	682,735	126,456,655	129,388,144
Increase (decrease) in net position	8,906,931	4,235,747	67,433	10,259	8,974,364	4,246,006
Beginning net position	13,496,633	6,400,534	252,092	241,833	13,748,725	6,642,367
Restatement of net position	-	2,860,352	-	-	-	2,860,352
Ending net position	$ 22,403,564	$ 13,496,633	$ 319,525	$ 252,092	$ 22,723,089	$ 13,748,725

Governmental Activities

Some of the more significant changes in the revenues and expenses of the City's governmental activities presented above are as follows:

- Charges for services increased by $2.2 million, primarily due to building permits. The prior year had higher than anticipated construction activity.

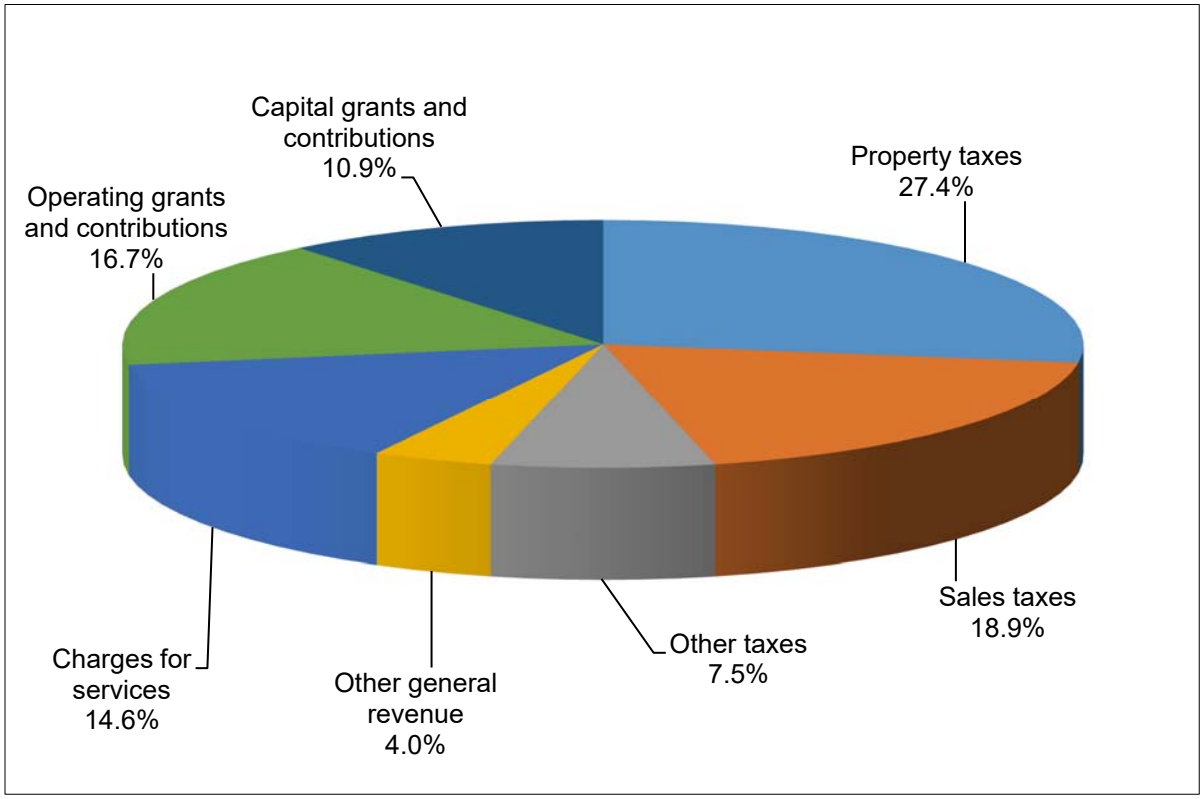
- Property taxes, the City's largest revenue source, increased $1.8 million, or 5.1%, primarily due to an increase in the assessed valuation on all classes of property, driven by local real estate market values.

- Sales tax, the City's second largest revenue source, decreased $1.1 million, or 4.1%, primarily due to slow down in the autos and transportation sector.

- Other general revenues decreased by $1.2 million, primarily due to decreased revenue from other agencies.

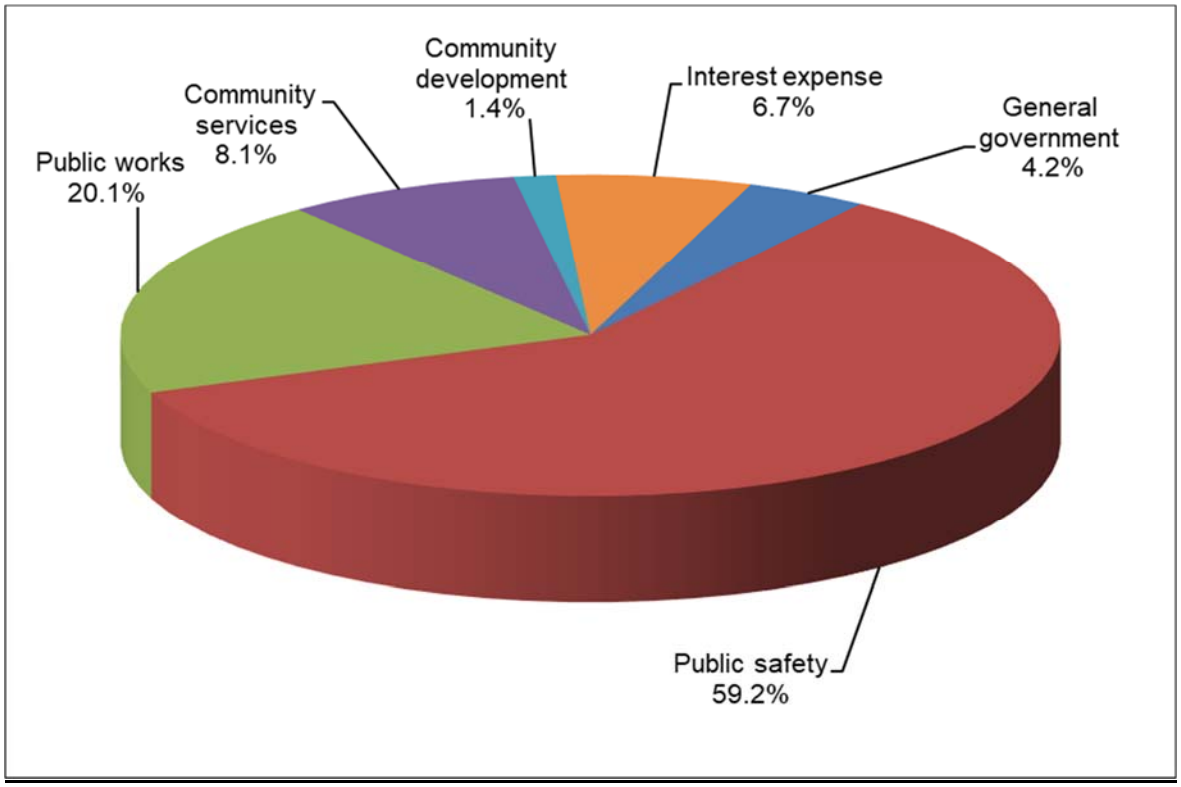
- There was an overall decrease in expenses of $2.9 million. This is primarily due to a decrease in general government activities and public works contracts which is offset by the increase in public safety activities.

Revenues by Source – Governmental Activities



The most significant revenues of the governmental activities are property taxes ($36.9 million), sales tax ($25.5 million) and other taxes ($10.1 million). Program revenues are $57.6 million of the total revenues of the governmental activities, which include charges for services ($19.6 million), operating contributions and grants ($22.5 million), and capital grants and contributions ($14.7 million).

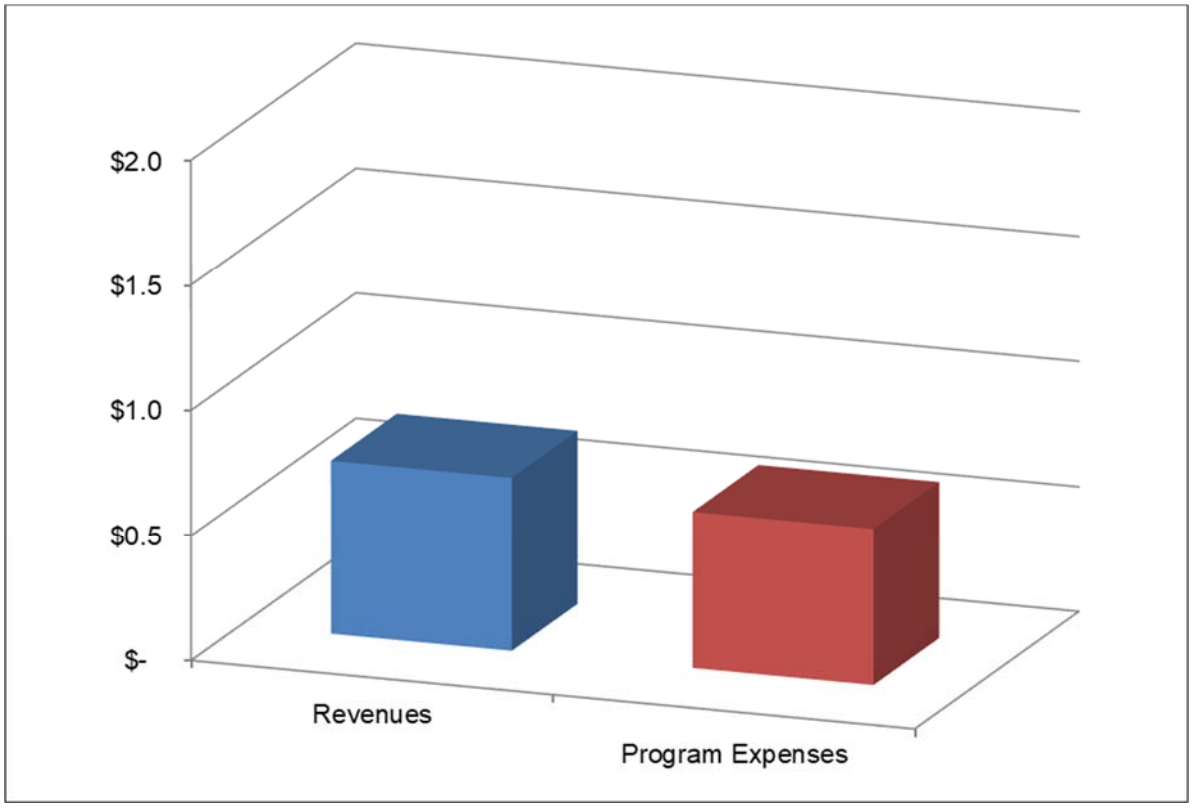
Expenses by Function – Governmental Activities



The City's expenses cover a range of services whose expenses were as follows: Public safety ($74.8 million), public works ($25.3 million), community services ($10.1 million), general government ($5.8 million), interest expense ($8.5 million) and community development ($1.8 million). These expenses include pension related items, claims and capital outlays which are now reflected in the City-wide assets and liabilities.

Business-Type Activities

The business-type activity is the West Covina Service Group, which provides dispatch and records management software and services to other police departments.



The business-type activity's expenses decreased by $57,170, or 8.4%, from the prior fiscal year. Charges for services and other revenues remained at approximately $693,000 in FY 2024-25. The changes from the prior year resulted in a slight increase of net position of $57,174. The West Covina Service Group has experienced less sales over the years.

MAJOR FUNDS

As noted earlier, the City uses fund accounting to provide proper financial management of the City's resources and to demonstrate compliance with finance-related legal requirements.

Major Governmental Funds

The **General Fund** is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance of the General Fund was $21.0 million, while total fund balance was $24.1 million. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 28.0% of total general fund expenditures, while total fund balance represents 32.2% of that same amount. The non-spendable portion of fund balance in the amount of $3.1 million mainly consists of Land Held for Resale in the amount of $3.0 million.

Total revenues, exclusive of fund transfers in, increased $3.2 million while total operating expenditures, exclusive of fund transfers out, increased $5.9 million. The reasons for significant changes in the revenues and expenditures of the City's General Fund from the prior year are as follows:

- Charges for Services were up $2.2 million from prior year. Ambulance Services increase by $1.3 million due to higher volume of emergency medical services.

- Property Taxes was up $1.8 million from the prior year, which is primarily due to increased property assessments compared to prior year.

- Sales Tax was down $1.8 million from prior year due to a slowdown in economy.

- Public Safety expenditures increased by $5.1 million compared to prior year. Increase primarily due to increase in personnel costs.

The **West Covina Housing Authority Fund** provides for low- and moderate-income activities that were previously provided by the redevelopment agency. The Authority has outstanding loans receivable of $12.0 million. The fund holds $19.6 million in restricted fund balance.

The **State Gas Tax Fund** accounts for tax collected on fuel to fund maintenance and repair of the States' highways and roads. The fund finished the fiscal year with a total fund balance of $6.8 million. There were $0.33 million more expenses than revenues for the fund, additionally there was a $0.6 million transfer in from the General Fund.

The **American Rescue Plan Act (ARPA) Fund** accounts for federal monies received for COVID-19 related expenses. The City has received $19.6 million in funding and spent $17.5 million as of June 30, 2025. The fund has $2.1 million in unearned revenue.

GENERAL FUND BUDGET

There were numerous budget amendments throughout the fiscal year to adjust budget to actuals, but the net effect to the General Fund budget was $1.1 million. Budgeted revenues were amended by $3.0 million for projected increase in Sales and Use Taxes and Mutual Aid Cost Reimbursement. Budgeted expenditures were increased $2.0 million primarily due to public safety salaries and benefits.

CAPITAL ASSETS

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Land	$ 48,356,495	$ 48,356,495	$ -	$ -	$ 48,356,495	$ 48,356,495
Buildings and improvements	72,427,592	75,679,925	-	-	72,427,592	75,679,925
Equipment and vehicles	13,175,415	14,964,313	-	-	13,175,415	14,964,313
Infrastructure	30,873,852	33,255,375	-	-	30,873,852	33,255,375
Rights of way	14,376,498	14,376,498	-	-	14,376,498	14,376,498
Construction in progress	10,163,176	1,780,374	-	-	10,163,176	1,780,374
Total	$ 189,373,028	$ 188,412,980	$ -	$ -	$ 189,373,028	$ 188,412,980

The major additions to capital assets during the year ended June 30, 2025 were as follows:

- Construction in progress had a net increase of $8.4 million. There were several completed projects including:
    - Residential Street Rehabilitation (FY 2023-24) ($4.5 million)
    - Street Sweeping Signs and Equipment ($1.6 million)
    - Pedestrian and Vehicle Safety Improvement (FY 2022-23)($0.64 million)

Additional information on the City's capital assets can be found in Note 6 of this report.

LONG-TERM DEBT

At the end of the current fiscal year, the City had debt outstanding of $367.7 million. Of this amount, $219.5 million represents outstanding bonds and $148.2 million represents other debt such as compensated absences payable, claims and judgments payable, and the net pension and OPEB liabilities. All of the outstanding bonds are lease revenue bonds secured by leases from the General Fund.

Outstanding Bonds

	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
Lease Revenue Bonds	$ 219,483,983	$ 225,782,088	$ -	$ -	$ 219,483,983	$ 225,782,088
Notes Payable	5,789,171	6,368,089	-	-	5,789,171	6,368,089
Loans Payable	5,499,859	5,783,541	-	-	5,499,859	5,783,541
Compensated Absences	3,762,343	4,448,714	-	1,236	3,762,343	4,449,950
Net Pension Liability	53,747,290	57,913,001	-	-	53,747,290	57,913,001
Total OPEB Liability	56,062,193	57,255,537	-	-	56,062,193	57,255,537
Claims Payable	23,370,654	24,488,304	-	-	23,370,654	24,488,304
Total	$ 367,715,493	$ 382,039,274	$ -	$ 1,236	$ 367,715,493	$ 382,040,510

Additional information on the City's long-term debt can be found in Note 7 of this report.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Finance Director, at City of West Covina, 1444 West Garvey Avenue South, West Covina, California 91790.

BASIC FINANCIAL STATEMENTS

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City of West Covina
Statement of Net Position
June 30, 2025

	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and Investments	$ 133,198,430	$ -	$ 133,198,430
Cash and Investments with Fiscal Agents	19,367,335	-	19,367,335
Receivables:			
Accounts	2,847,656	277,065	3,124,721
Taxes	6,153,152	-	6,153,152
Interest	4,636,539	-	4,636,539
Notes and Loans	14,809,807	-	14,809,807
Other	3,466,124	-	3,466,124
Due from Other Agencies	7,930,201	-	7,930,201
Leases	5,991,799	-	5,991,799
Internal Balances	258,035	(258,035)	-
Prepaid Items	113,682	301,980	415,662
Inventory	65,798	-	65,798
Advances to Successor Agency	-	-	-
Land Held for Resale	3,007,802	-	3,007,802
Restricted Cash and Investments	3,198,228	-	3,198,228
Net Pension Asset	-	-	-
Capital Assets, Not Being Depreciated	72,896,169	-	72,896,169
Capital Assets, Net of Accumulated Deprecation	116,476,859	-	116,476,859
Total Assets	394,417,616	321,010	394,738,626
DEFERRED OUTFLOWS OF RESOURCES			
OPEB Related Items	4,662,082	-	4,662,082
Pension Related Items	25,219,593	-	25,219,593
Total Deferred Outflows of Resources	29,881,675	-	29,881,675
LIABILITIES			
Accounts Payable	9,351,664	1,386	9,353,050
Other Accrued Liabilities	2,328,199	99	2,328,298
Interest Payable	2,994,447	-	2,994,447
Deposits Payable	2,388,417	-	2,388,417
Unearned Revenue	2,090,900	-	2,090,900
Noncurrent Liabilities:			
Due Within One Year	21,133,388	-	21,133,388
Due in More Than One Year:			
Total OPEB Liability	53,404,465	-	53,404,465
Net Pension Liability	53,747,290	-	53,747,290
Notes, Loans, and Bonds Payable	239,430,350	-	239,430,350
Total Liabilities	386,869,120	1,485	386,870,605
DEFERRED INFLOWS OF RESOURCES			
OPEB Related Items	8,919,929	-	8,919,929
Pension Related Items	114,879	-	114,879
Lease Related	5,991,799	-	5,991,799
Total Deferred Inflows of Resources	15,026,607	-	15,026,607
NET POSITION			
Net Investment in Capital Assets	152,179,186	-	152,179,186
Restricted for:			
Affordable Housing	23,041,436	-	23,041,436
Debt Service	20,279,533	-	20,279,533
Pension Trust	16,069	-	16,069
Community Services	5,069,140	-	5,069,140
Public Safety	8,583,070	-	8,583,070
Public Works	56,523,681	-	56,523,681
Unrestricted	(243,288,551)	319,525	(242,969,026)
Total Net Position	$ 22,403,564	$ 319,525	$ 22,723,089

The accompanying notes are an integral part of this statement.

City of West Covina
Statement of Activities
Year Ended June 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government:				
Governmental Activities:				
General Government	$ 5,281,216	$ 845,278	$ 1,723,464	$ 258
Public Safety	74,763,499	8,256,868	7,059,843	3,254
Public Works	25,345,407	8,877,986	8,261,011	8,937,849
Community Services	10,146,813	1,634,657	5,513,507	5,654,632
Community Development	1,818,455	-		93,204
Interest on Long-Term Debt	8,475,704	-	-	-
Total Governmental Activities	125,831,094	19,614,789	22,557,825	14,689,197
Business-type Activities:				
Computer Service	625,561	692,994	-	-
Total Business-type Activities	625,561	692,994	-	-
Total Primary Government	$ 126,456,655	$ 20,307,783	$ 22,557,825	$ 14,689,197
General Revenues:				
Taxes:				
Property Taxes				
Sales Taxes				
Franchise Taxes				
Transient Occupancy Taxes				
Other Taxes				
Other Revenues				
Investment Income				
Total General Revenues and Transfers				
Change in Net Position				
Net Position, Beginning				
Net Position - Ending				

The accompanying notes are an integral part of this statement.

Net (Expense) Revenue and Changes in Net Position		
Governmental Activities	Business-type Activities	Total
$ (2,712,216)	$ -	$ (2,712,216)
(59,443,534)	-	(59,443,534)
731,439	-	731,439
2,655,983	-	2,655,983
(1,725,251)	-	(1,725,251)
(8,475,704)	-	(8,475,704)
(68,969,283)	-	(68,969,283)
-	67,433	67,433
-	67,433	67,433
(68,969,283)	67,433	(68,901,850)
36,859,582	-	36,859,582
25,496,967	-	25,496,967
5,369,545	-	5,369,545
1,600,168	-	1,600,168
3,112,832	-	3,112,832
1,811,127	-	1,811,127
3,625,993	-	3,625,993
77,876,214	-	77,876,214
8,906,931	67,433	8,974,364
13,496,633	252,092	13,748,725
$ 22,403,564	$ 319,525	$ 22,723,089

City of West Covina
Balance Sheet
Governmental Funds
June 30, 2025

	General	Special Revenue: West Covina Housing Authority	Special Revenue: Proposition A	Special Revenue: State Gas Tax
ASSETS				
Cash and Investments	$ 13,770,199	$ 7,655,006	$ 3,831,088	$ 7,343,236
Cash and Investments with Fiscal Agent	-	-	-	-
Restricted Cash	2,388,417	1,897	-	-
Receivables, net:				
Accounts	2,616,648	-	135,451	-
Taxes	5,070,416	-	-	258,545
Interest	1,097,023	3,473,291	-	-
Notes and Loans	-	11,960,380	-	-
Other	2,850,409	-	-	526,935
Due from Other Agencies	-	-	-	-
Leases	5,991,799	-	-	-
Due from Other Funds	439,089	-	-	-
Advances to Other Funds	58,153	-	-	-
Prepaid Items	54,674	-	-	-
Land Held for Resale	3,007,802	-	-	-
Total Assets	$ 37,344,629	$ 23,090,574	$ 3,966,539	$ 8,128,716
LIABILITIES				
Accounts Payable	$ 2,564,074	$ 43,747	$ 2,000,000	$ 1,057,095
Accrued Liabilities	1,652,184	5,391	-	230,782
Deposits Payable	2,388,417	-	-	-
Unearned Revenue	19,572	-	-	-
Due to Other Funds	-	-	-	-
Advances from Other Funds	-	-	-	-
Total Liabilities	6,624,247	49,138	2,000,000	1,287,877
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue	599,544	3,473,291	-	-
Lease Related	5,991,799	-	-	-
Total Deferred Inflows of Resources	6,591,343	3,473,291	-	-
FUND BALANCE (DEFICITS)				
Nonspendable	3,120,629	-	-	-
Restricted	20,034	19,568,145	1,966,539	6,840,839
Assigned	-	-	-	-
Unassigned	20,988,376	-	-	-
Total Fund Balances (Deficits)	24,129,039	19,568,145	1,966,539	6,840,839
Total Liabilities, Deferred Inflows and Fund Balances (Deficits)	$ 37,344,629	$ 23,090,574	$ 3,966,539	$ 8,128,716

The accompanying notes are an integral part of this statement.

Special Revenue	Debt Service		
ARPA	Citywide Debt	Non-major Governmental Funds	Total
$ 2,104,292	$ 848,673	$ 80,619,121	$ 116,171,615
-	19,367,335	-	19,367,335
-	-	13,636	2,403,950
-	-	95,557	2,847,656
-	-	824,191	6,153,152
-	66,225	-	4,636,539
-	-	2,849,427	14,809,807
-	-	88,780	3,466,124
-	-	4,802,754	4,802,754
-	-	-	5,991,799
-	-	-	439,089
-	-	-	58,153
-	-	59,008	113,682
-	-	-	3,007,802
$ 2,104,292	$ 20,282,233	$ 89,352,474	$ 184,269,457
$ 32,964	$ 2,700	$ 3,190,333	$ 8,890,913
-	-	438,045	2,326,402
-	-		2,388,417
2,071,328	-	-	2,090,900
-	-	181,054	181,054
-	-	58,153	58,153
2,104,292	2,700	3,867,585	15,935,839
-	-	3,419,684	7,492,519
-	-	-	5,991,799
-	-	3,419,684	13,484,318
-	-	59,008	3,179,637
-	20,279,533	74,741,980	123,417,070
-	-	8,017,724	8,017,724
-	-	(753,507)	20,234,869
-	20,279,533	82,065,205	154,849,300
$ 2,104,292	$ 20,282,233	$ 89,352,474	$ 184,269,457

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City of West Covina
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
June 30, 2025

Fund balances of governmental funds		$ 154,849,300
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Capital Assets	485,466,905	
Accumulated Depreciation	(296,755,023)	188,711,882
Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenues in the funds.		7,492,519
Interest Payable on long-term debt did not require current financial resources. Therefore, interest payable was not reported as a liability in the funds.		(2,994,447)
Long term liabilities are not due and payable in the current period and are not reported in the funds.		
Bonds Payable (including premiums)		(219,483,983)
Loans Payable		(5,499,859)
Compensated Absences		(3,762,343)
Notes Payable		(5,789,171)
Net Pension Liability		(53,747,290)
Total OPEB Liability		(56,062,193)
Amounts for deferred inflows and deferred outflows related to the City's Net Pension Liability are not reported in the funds.		
Deferred Outflows Related to Pensions		25,219,593
Deferred Inflows Related to Pensions		(114,879)
Deferred Outflows Related to OPEB		4,662,082
Deferred Inflows Related to OPEB		(8,919,929)
Internal service funds are used by management to charge the costs of certain activities, such as equipment management, to individual funds. The assets and liabilities of the internal service funds must be added to the statement of net position.		(2,157,718)
Net position of governmental activities		$ 22,403,564

The accompanying notes are an integral part of this statement.

City of West Covina
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended June 30, 2025

	General	Special Revenue: West Covina Housing Authority	Special Revenue: Proposition A	Special Revenue: State Gas Tax
REVENUES				
Taxes	$ 72,857,131	$ -	$ 2,966,425	$ 2,990,203
Special Assessments	-	-	-	-
Licenses and Permits	2,553,750	-	-	-
Fines and Forfeitures	844,646	-	-	-
Investment Income	1,841,289	316,737	72,350	252,874
Rental Income	1,002,837	-	-	-
Revenue from Other Agencies	2,842,527	-	-	3,033,473
Charges for Services	9,820,742	-	-	-
Other Revenues	1,712,631	25,050	-	-
Total Revenues	93,475,553	341,787	3,038,775	6,276,550
EXPENDITURES				
Current:				
General Government	5,409,825	8,577	-	3,500
Public Safety	59,648,364	-	-	-
Public Works	6,430,870	25,564	-	7,956,196
Community Services	2,637,555		2,047,639	1,701
Community Development	752,601	638,635	-	535
Debt Service:				
Principal	-	-	-	-
Interest	-	-	-	-
Total Expenditures	74,879,215	672,776	2,047,639	7,961,932
Excess (Deficiency) of Revenues over Expenditures	18,596,338	(330,989)	991,136	(1,685,382)
OTHER FINANCING SOURCES (USES)				
Transfer In	-	-	13,354	567,200
Transfer Out	(16,326,236)	-	-	-
Total Other Financing Sources (Uses)	(16,326,236)	-	13,354	567,200
Net Change in Fund Balances	2,270,102	(330,989)	1,004,490	(1,118,182)
Fund Balances, Beginning	21,858,937	19,899,134	962,049	7,959,021
Fund Balances, Ending	$ 24,129,039	$ 19,568,145	$ 1,966,539	$ 6,840,839

Special Revenue	Debt Service		
ARPA	Citywide Debt	Non-major Governmental Funds	Total
$ -	$ -	$ 10,353,149	$ 89,166,908
-	-	7,270,219	7,270,219
-	-	-	2,553,750
-	-	-	844,646
-	1,186,435	2,071,078	5,740,763
-	-	563,571	1,566,408
1,723,464	1,345,484	4,269,354	13,214,302
-	-	193,603	10,014,345
-	-	1,241,124	2,978,805
1,723,464	2,531,919	25,962,098	133,350,146
864,737	10,000	197,686	6,494,325
-	-	3,781,122	63,429,486
801,852	-	15,688,222	30,902,704
56,875		3,936,145	8,679,915
-	-	426,684	1,818,455
-	7,107,600	-	7,107,600
-	8,570,842	-	8,570,842
1,723,464	15,688,442	24,029,859	127,003,327
-	(13,156,523)	1,932,239	6,346,819
-	13,317,096	797,217	14,694,867
-	-	-	(16,326,236)
-	13,317,096	797,217	(1,631,369)
-	160,573	2,729,456	4,715,450
-	20,118,960	79,335,749	150,133,850
$ -	$ 20,279,533	$ 82,065,205	$ 154,849,300

The accompanying notes are an integral part of this statement.

City of West Covina
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
Year Ended June 30, 2025

Net change in fund balances-total governmental funds	$	4,715,450
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of these assets is allocated over their estimated useful lives as depreciation expense.		
Capital Expenditures		9,794,615
Depreciation Expense		(8,603,280)
Loss on Disposal		(110,445)
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.		1,374,392
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, government funds report the effect of premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the Statement of Activities. The effect of these differences are as follows:		
Principal Paid on Notes Payable		578,918
Principal Paid on Bonds Payable		6,245,000
Principal Paid on Loans Payable		283,682
Amortization of Premium on Lease Revenue Bonds		53,105
Accrued interest on bonds is not recorded in the governmental funds. This is the net change in accrued interest for the period.		55,520
Some expenses reported in the Statement of Activities do not require the use of current financial resources and are not reported as governmental fund expenditures:		
Net Change in Employee Leave Benefits		678,679
Net Change in Net Pension Liability		4,165,711
Net Change in Total OPEB Liability		1,193,344
Net Change in Deferred Outflows Pension Related Amounts		(16,455,599)
Net Change in Deferred Inflows Pension Related Amounts		26,132
Net Change in Deferred Outflows OPEB Related Amounts		(3,341,790)
Net Change in Deferred Inflows OPEB Related Amounts		3,486,592
Internal service funds are used by management to charge the costs of certain activities, such as equipment management, to individual funds. The net revenue (expense) of the internal service funds is reported with governmental activities.		4,766,905
Change in net position of governmental activities	$	8,906,931

The accompanying notes are an integral part of this statement.

City of West Covina
Statement of Net Position
Proprietary Funds
June 30, 2025

	Business-type Activities	Governmental Activities
	Computer Service Enterprise Fund	Internal Service Funds
ASSETS		
Current Assets:		
Cash and Investments	$ -	$ 17,026,815
Restricted Cash and Investments	-	794,278
Accounts Receivable, Net	277,065	-
Due from Other Agencies	-	3,127,447
Prepaids	301,980	-
Inventories	-	65,798
Total Current Assets	579,045	21,014,338
Noncurrent Assets:		
Capital Assets, Net of Accumulated Depreciation	-	661,146
Total Noncurrent Assets	-	661,146
Total Assets	579,045	21,675,484
LIABILITIES		
Current Liabilities:		
Accounts Payable	1,386	460,751
Other Accrued Liabilities	99	1,797
Due to Other Funds	258,035	-
Current Portion of Long-Term Liabilities:		
Compensated Absences	-	-
Claims Payable	-	7,578,180
Total Current Liabilities	259,520	8,040,728
Noncurrent Liabilities:		
Compensated Absences	-	-
Claims Payable	-	15,792,474
Total Noncurrent Liabilities	-	15,792,474
Total Liabilities	259,520	23,833,202
NET POSITION		
Net Investment in Capital Assets	-	661,146
Unrestricted	319,525	(2,818,864)
Total Net Position	$ 319,525	$ (2,157,718)

The accompanying notes are an integral part of this statement.

City of West Covina
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
Year Ended June 30, 2025

	Business-type Activities	Governmental Activities
	Computer Service Enterprise Fund	Internal Service Funds
OPERATING REVENUES		
Charges for Services	$ 692,994	$ 8,509,386
Other Revenues	-	3,923,233
Total Operating Revenue	692,994	12,432,619
OPERATING EXPENSES		
Personnel Services	4,073	150,021
Cost of Sales, Services, and Operations	621,488	1,416,513
Depreciation	-	233,888
Insurance and Claims Paid	-	7,579,123
Total Operating Expenses	625,561	9,379,545
Operating Income (Loss)	67,433	3,053,074
NONOPERATING REVENUES (EXPENSES)		
Investment Income	-	82,462
Gain/ (Loss) on Disposal of Capital Assets	-	-
Total Nonoperating Revenues (Expenses)	-	82,462
Income Before Contributions and Transfers	67,433	3,135,536
Transfers In	-	1,631,369
Transfers Out	-	-
Change in Net Position	67,433	4,766,905
Total Net Position, Beginning	252,092	(6,924,623)
Total Net Position, Ending	$ 319,525	$ (2,157,718)

The accompanying notes are an integral part of this statement.

City of West Covina
Statement of Cash Flows
Proprietary Funds
Year Ended June 30, 2025

	Business-type Activities	Governmental Activities
	Computer Service Enterprise Fund	Internal Service Funds
Cash Flows from Operating Activities		
Cash Received from Customers	$ 680,634	$ -
Cash Received from User Departments	-	10,611,178
Cash Paid to Suppliers for Goods and Services	(728,125)	(10,316,176)
Cash Paid to Employees for Services	(5,522)	(156,968)
Net Cash from Operating Activities	(53,013)	138,034
Cash Flows from Noncapital Financing Activities		
Cash Received (Paid to) Other Funds	53,013	1,631,369
Net Cash from Noncapital Financing Activities	53,013	1,631,369
Cash Flows from Capital and Related Financing Activities		
Acquisition and Construction of Capital Assets	-	(113,046)
Net Cash from Capital and Related Financing Activities	-	(113,046)
Cash Flows from Investing Activities		
Interest on Investments	-	82,462
Net Cash from Investing Activities	-	82,462
Net Increase (Decrease) in Cash and Cash Equivalents		1,738,819
Cash and Cash Equivalents, Beginning of Year	-	16,082,274
Cash and Cash Equivalents, End of Year	$ -	$ 17,821,093
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities		
Operating income (loss)	$ 67,433	$ 3,053,074
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation	-	233,888
Other Revenues	-	-
(Increase) Decrease in Accounts Receivable	(12,360)	(1,821,441)
(Increase) Decrease in Due from Other Agencies	-	-
(Increase) Decrease in Inventory and Prepaid Items	(105,953)	(4,657)
Increase (Decrease) in Accounts Payable	(684)	(198,233)
Increase (Decrease) in Accrued Liabilities	(213)	745
Increase (Decrease) in Compensated Absences	(1,236)	(7,692)
Increase (Decrease) in Claims and Judgments	-	(1,117,650)
Net Cash Provided (Used) by Operating Activities	$ (53,013)	$ 138,034

The accompanying notes are an integral part of this statement.

City of West Covina
Statement of Net Position
Fiduciary Funds
June 30, 2025

	Successor Agency Private-purpose Trust Fund
ASSETS	
Cash and Investments	$ 1,468,658
Cash and Investments with Fiscal Agents	1,514,354
Restricted Cash and Investments	6,514,513
Receivables, Net:	
Interest	47,765
Assessments	-
Due from City of West Covina	5,789,171
Land Held for Resale	54,279
Total Assets	15,388,740
LIABILITIES	
Accounts Payable	1,450
Accrued Liabilities	-
Interest Payable	31,287
Due to Other Governments	83,716
Long-term Liabilities:	
Due to County Auditor Controller	6,368,089
Due within One Year	1,304,975
Due in More than One Year	89,712,528
Total Liabilities	97,502,045
NET POSITION	
Held in Trust for:	
Successor Agency	(82,113,305)
	$ (82,113,305)

The accompanying notes are an integral part of this statement.

City of West Covina
Statement of Changes in Net Position
Fiduciary Funds
Year Ended June 30, 2025

	Successor Agency Private-purpose Trust Fund
ADDITIONS	
Contributions:	
Taxes and assessments collected for others	$ 2,511,403
Investment Earnings:	
Interest Income	138,773
Rental Income	37,500
Total Additions	2,687,676
DEDUCTIONS	
Program Administration	1,521,667
Administrative Costs	154,999
Interest and Fiscal Charges	87,756
Total Deductions	1,764,422
Change in Net Position	923,254
Net Position, Beginning of Year	(83,036,559)
Net Position, End of Year	$ (82,113,305)

The accompanying notes are an integral part of this statement.

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1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the City of West Covina, California (the City) have been prepared in accordance with Generally Accepted Accounting Principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The City's significant accounting policies are described below.

A) Financial Reporting Entity

The City was incorporated on February 23, 1923 under the general laws of the State of California. The accompanying financial statements present the City and its component units; entities for which the City is considered to be financially accountable. The City is considered to be financially accountable for an organization if the City appoints a voting majority of that organization's governing body and the City is able to impose its will on that organization or there is a potential for that organization to provide specific financial benefits to or impose specific financial burdens on the City. The City is also considered to be financially accountable for an organization if that organization is fiscally dependent (i.e., it is unable to adopt its budget, levy taxes, set rates or charges, or issue bonded debt without approval from the City). In certain cases, other organizations are included as component units if the nature and significance of their relationship with the City are such that their exclusion would cause the City's financial statements to be misleading or incomplete.

Because each component unit meets the above-mentioned criteria, included within the financial reporting entity of the City are the City of West Covina Housing Authority, the West Covina Public Financing Authority, the Parking Authority of the City of West Covina, and the West Covina Community Services Foundation, Inc. A brief description of each component unit follows:

West Covina Housing Authority

The West Covina Housing Authority (the Housing Authority) was formed on January 17, 2012 and is responsible for the administration of providing affordable housing in the City. The Housing Authority is administered by a Board which consists of members of the City Council, and management of the City has operational responsibility for the Housing Authority. The transactions of the Housing Authority are reported as a special revenue fund and the Housing Authority is reported as a blended component unit of the City.

West Covina Public Financing Authority

The West Covina Public Financing Authority (the Authority) was created by a joint powers agreement between the City and the Community Development Commission of the City on June 1, 1990. The purpose of the Authority is to provide, through the issuance of debt, financing necessary for various capital improvements. The Authority is administered by the Board who are the members of the City Council. The Authority's sole source of income is installment sale, loan and lease payments received from the City and former Community Development Commission (the Commission) which are used to meet the debt service requirements on debt issues. The Authority is blended into the debt service fund of the City.

The Parking Authority of the City of West Covina

The Parking Authority of the City of West Covina (the Parking Authority) was formed under the provision of the government code of the State of California for the purpose of financing and constructing parking facilities for lease to the City. The City Council acts as the governing body of the Parking Authority and is able to impose its will on the Parking Authority. It is a component unit of the City, and the financial statements of the Parking Authority are included within the financial statements of the City using the blended method. The Parking Authority has been inactive since 1999.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

The West Covina Community Services Foundation, Inc.

The West Covina Community Services Foundation, Inc. (the Foundation) was established on July 26, 2005 as a nonprofit public benefit corporation. It was organized and operates exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. The Foundation is administered by the Board of Directors who are the members of the City Council. The Foundation is blended into the special revenue funds of the City.

Since the City Council serves as the governing board for these component units, all of the City's component units are considered to be blended component units. Blended component units, although legally separate entities, are in substance, part of the City's operations and so data from these units are reported with the interfund data of the primary government. Except for the Housing Authority, these component units do not issue component unit financial statements.

Separate financial statements for the Housing Authority can be obtained from the City of West Covina, City Hall.

B) Basis of Accounting and Measurement Focus

The basic financial statements of the City are composed of the following:

- Government-wide Financial Statements
- Fund financial statements
- Notes to financial statements

Government-wide Financial Statements:

Government-wide financial statements display information about the reporting government as a whole except for its fiduciary activities. These statements include separate columns for the governmental and business-type activities of the primary government (including its blended component units). Eliminations have been made in the Statement of Activities so that certain allocated expenses are recorded only once (by the function to which they were allocated). However, general government expenses have not been allocated as indirect expenses to the various functions of the City. Interfund services provided and used are not eliminated in the process of consolidation.

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

Government-wide financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Under the economic resources measurement focus, all (both current and long-term) economic resources and obligations of the reporting government are reported in the government-wide financial statements. Under the accrual basis of accounting, revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets and liabilities resulting from nonexchange transactions are recognized in accordance with the requirements of Generally Accepted Accounting Principles.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program. Taxes and other items not included among program revenues are reported instead as *general revenues*.

Amounts paid to acquire capital assets are capitalized as assets in the government-wide financial statements, rather than reported as an expenditure. Proceeds of long-term debt are recorded as a liability in the government-wide financial statements rather than as an other financing source. Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability rather than as an expenditure.

Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar programs are recognized as revenue as soon as all eligibility requirements imposed by providers have been met.

Fund Financial Statements

The underlying accounting system of the City is organized and operated on the basis of separate funds; each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental, proprietary, and fiduciary funds are presented after the government-wide financial statements. These statements display information about the major funds individually and other governmental funds in the aggregate for governmental funds. Fiduciary statements represent assets held by the City in a custodial capacity for other individuals or organizations in the private purpose trust, pension trust, and custodial funds.

Governmental Funds

In the fund financial statements, governmental funds are presented using the modified-accrual basis of accounting. Their revenues are recognized when they become measurable and available. Measurable means that the amounts can be estimated, or otherwise determined. Available means that the amounts were collected during the reporting period or soon enough thereafter to be available to finance the expenditures accrued for the reporting period.

Revenue recognition is subject to the measurable and available criteria for the governmental funds in the fund financial statements. Significant revenues subject to the criteria include taxes, licenses and permits, and intergovernmental revenues. Exchange transactions are recognized as revenues in the period in which they are earned (i.e., the related goods or services are provided). Locally imposed derived tax revenues are recognized as revenues in the period in which the underlying exchange transaction upon which they are based takes place. Imposed non-exchange transactions are recognized as revenues in the period for which they were imposed. If the period of use is not specified, they are recognized as revenues when an enforceable legal claim to the revenues arises or when they are received, whichever occurs first. Government-mandated and voluntary non-exchange transactions are recognized as revenues when all applicable eligibility requirements have been met.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

In the fund financial statements, governmental funds are presented using the current financial resources measurement focus. This means that only current assets, deferred outflows of resources, current liabilities and deferred inflows of resources are generally included on their balance sheets. The reported fund balance is considered to be a measure of "available spendable resources". Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in fund balance. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Revenues, expenditures, assets, and liabilities resulting from non-exchange transactions are recognized in accordance with the requirements of Generally Accepted Accounting Principles. The City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Therefore, recognition of governmental fund type revenue represented by receivables is reported as deferred inflows of resources until they meet the "availability" criteria.

Sales taxes, property taxes, franchise taxes, revenue from other agencies, rental income, occupancy taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period to the extent normally collected within the availability period. Other revenue items are considered to be measurable and available when cash is received by the government. The availability period for all revenues is 60 days.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as other financing sources rather than as a fund liability. Amounts paid to reduce long-term indebtedness are reported as fund expenditures rather than as a reduction of a fund liability.

Proprietary and Fiduciary Funds

The City's enterprise and internal service funds are proprietary funds. In the fund financial statements, the proprietary funds are presented using the accrual basis of accounting. Revenues are recognized when they are earned and expenses are recognized when the related goods or services are delivered. In the fund financial statements, proprietary funds are presented using the economic resources measurement focus. This means that all assets, deferred outflows of resources, liabilities, and deferred inflows of resources (whether current or noncurrent) associated with their activity are included on their statement of net position. Proprietary fund type operating statements present increases (revenues) and decreases (expenses) in total net position.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as subsidies, taxes, and investment earnings result from non-exchange transactions or ancillary activities. Amounts paid to acquire capital assets are capitalized as assets in the enterprise fund financial statements rather than reported as an expenditure. Proceeds of long-term debt are recorded as a liability in the enterprise fund financial statements rather than as another financing source. Amounts paid to reduce long-term indebtedness of the enterprise fund are reported as a reduction of the related liability rather than as an expenditure.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

The City's fiduciary private purpose trust funds are accounted for using the economic resources measurement focus and accrual basis of accounting. The private purpose trust fund accounts for the assets held by the City for the Successor Agency to the former Community Development Commission of the City. The City's fiduciary custodial fund accounts for assets held for the benefit of others, as applicable. Because these funds are not available for use by the City, fiduciary funds are not included in the governmental-wide statements.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Interfund services provided and used are not eliminated in the process of consolidation.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than program revenues. Likewise, general revenues include all taxes.

When both restricted and unrestricted resources are combined and are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

Fund Classifications

The City reports the following major governmental funds:

The *General Fund* is the general operating fund of the City. This fund is used to account for all financial resources of the City, except for those required to be accounted for in another fund

The *West Covina Housing Authority Special Revenue Fund* is used to account for assets and related income received from the former Community Development Commission to be used for the administration of providing affordable housing in the City.

The *Proposition A Special Revenue Fund* accounts for the 0.5% sales tax collected in Los Angeles County which is used for transportation programs and projects.

The *State Gas Tax Special Revenue Fund* accounts for the City's proportionate share of gas tax monies collected by the State of California and Proposition 1B monies which are used for street construction and maintenance.

The *ARPA Special Revenue Fund* accounts for the grant funds received from the American Rescue Plan Act.

The *Citywide Debt Service Fund* accounts for the payments of principal, interest, and related costs on the City long-term debt issues.

The City reports the following major proprietary fund:

The *Computer Service Enterprise Fund* is used to account for operations that are financed and operated in a manner similar to private business enterprises. The City's enterprise fund is used to account for computer services provided by the Police Department to other public agencies.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Additionally, the City reports the following fund types:

The *Internal Service Funds* are used to account for vehicle and equipment maintenance and replacement, for the City's self-insurance programs, and for retirement health savings plans for qualified City employees. Departments of the City are charged for the services provided or benefits received from these funds.

Fiduciary fund financial statements consist of a Statement of Fiduciary Net Position and a Statement of Changes in Fiduciary Net Position. The City reports a private-purpose trust fund. Custodial funds, as applicable, are used to account for the assets held for distribution by the City as an agent for another entity for which the City has custodial responsibility and accounts for the flow of assets. Private-purpose trust funds account for resources of all other trust arrangements in which principal and income benefit individuals, private organizations, or other governments (i.e. unclaimed property/escheat property). Fiduciary funds are accounted for using the accrual basis of accounting. The City reports the following fiduciary funds:

Successor Agency Private Purpose Trust Fund – accounts for assets and liabilities transferred in fiscal year 2012 from the Redevelopment Agency of the City of West Covina to the Successor Agency Trust Fund.

C) Cash and Investments

Investments are reported in the accompanying balance sheet at fair value, except for certain certificates of deposit and investment contracts that are reported at cost because they are not transferable and they have terms that are not affected by changes in market interest rates.

Changes in fair value that occur during a fiscal year are recognized as *investment income* reported for that fiscal year. *Investment income* includes interest earnings, changes in fair value, and any gains or losses realized upon the liquidation or sale of investments.

The City pools cash and investments of all funds, except for assets held by fiscal agents. Each fund's share in this pool is displayed in the accompanying financial statements as cash and investments. *Investment income* earned by the pooled investments is allocated to the various funds based on each fund's average cash and investment balance.

For purposes of the statement of cash flows, cash equivalents are defined as short-term, highly liquid investments that are both readily convertible to known amounts of cash or so near their maturity that they present insignificant risk of changes in value because of changes in interest rates, and have an original maturity date of 3 months or less. Cash equivalents represent the proprietary funds' share in the cash and investment pool of the City.

D) Inventory

Inventory is stated at average cost. Physical counts of inventory are taken on a cyclical basis during each fiscal year with perpetual records adjusted to actual at that time. The City uses the consumption method of accounting for inventory.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

E) Prepaid Items

Certain payments to vendors for costs applicable to future accounting periods are recorded as prepaid items in both government-wide and fund financial statements using the consumption method.

F) Notes and Loans Receivable

The accompanying financial statements report certain loans receivable for loans made to private developers, private homeowners, and other parties. Where applicable, an allowance for doubtful accounts has been recorded to reflect management's best estimate of probable losses associated with non-repayment.

G) Property Taxes

Under California law, property taxes are assessed and collected by the counties up to 1% of assessed value, plus other increases approved by the voters. The property taxes go into a pool, and are then allocated to the cities based on complex formulas. Accordingly, the City accrues only those taxes which are received within 60 days after year end. The property tax calendar is as follows:

Property Tax Calendar		County Remittance Dates and Percentages	
Lien date	January 1	December	40% Advance
Levy date	July 1	January	10% Advance
Due date	November 1 and February 1	February	Collection No. 1
Delinquent dates	December 10 and April 10	April	35% Advance
		May	Collection No. 2
		July	Collection No. 3

H) Claims and Judgements

The City records a liability for litigation, judgments, and claims when it is probable that an asset has been impaired or a liability (including incurred but not reported) has been incurred prior to yearend and the probable amount of loss (net of any insurance coverage) can be reasonably estimated. This liability is recorded in the internal service fund that accounts for the City's self-insurance activities.

I) Compensated Absences Payable

A liability is recorded for unused vacation and similar compensatory leave balances since the employees' entitlement to these balances are attributable to services already rendered and it is probable that virtually all of these balances will be liquidated by either paid time off or payments upon termination or retirement.

A liability is recorded for unused sick leave balances only to the extent that it is probable that the unused balances will result in termination payments. This is estimated by including in the liability the unused balances of employees currently entitled to receive termination payment, as well as those who are expected to become eligible to receive termination benefits as a result of continuing their employment with the City. Other amounts of unused sick leave are excluded from the liability since their payment is contingent solely upon the occurrence of a future event (illness) which is outside the control of the City and the employee.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

The General Fund and Computer Service Enterprise Fund typically have been used to liquidate the liability for compensated absences.

J) Capital Assets

Capital assets greater than $5,000 and infrastructure greater than $100,000 are capitalized and recorded at cost or at an estimated fair value of the assets at the time of acquisition where complete historical records do not exist. Contributed capital assets are valued at their acquisition value at the date of the contribution. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Capital assets include public domain infrastructure assets consisting of certain improvements other than buildings, including roads, bridges, curbs and gutters, streets and sidewalks, medians, sewer and storm drains.

Depreciation has been provided using the straight-line method over the estimated useful life of the assets in the government-wide financial statements and in the fund financial statements of the proprietary and the private-purpose trust funds. Depreciation starts the year following acquisition. For capital assets, depreciation is recorded on a straight-line basis over the useful lives of the assets. The lives used for depreciation purposes of each capital asset class generally are:

Governmental Activities	
Infrastructure - pavement	25 years
Infrastructure - other	20 - 75 years
Buildings	20 - 50 years
Improvements other than buildings	20 - 50 years
Equipment and Vehicles	5 - 25 years
Business-type Activities	
Equipment and Machinery	5 - 25 years

K) Interest Payable

In the Government-Wide Financial Statements, interest payable on long-term debt is recognized as the liability is incurred. In the Fund Financial Statements, proprietary fund types recognize the interest payable when the liability is incurred.

L) Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The City has certain items that qualify for reporting in this category: deferred outflows relating to the City's net pension and OPEB liabilities.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City reports deferred inflows for certain items under the modified accrual basis of accounting. Accordingly, unavailable revenue is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues related to taxes and grants. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The City also reports deferred inflows relating to the net pension and OPEB liabilities.

M) Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's California Public Employees' Retirement System (CalPERS) and Public Agency Retirement System plans (PARS) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS and PARS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Generally accepted accounting principles require that the reported results for pensions must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used for CalPERS:

Valuation Date (VD)	June 30, 2023
Measurement Date (MD)	June 30, 2024
Measurement Period (MP)	July 1, 2023 to June 30, 2024

The following timeframes are used for PARS:

Valuation Date (VD)	June 30, 2023
Measurement Date (MD)	June 30, 2024
Measurement Period (MP)	July 1, 2023 to June 30, 2024

N) Other Postemployment Benefits (OPEB)

For purposes of measuring the total OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used: June 30, 2023 Valuation Date; June 30, 2024 Measurement Date; and July 1, 2023 through June 30, 2024 Measurement Period.

O) Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted net position to have been depleted before unrestricted net position.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

P) Fund Balance

Nonspendable Fund Balance: These include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact, e.g., the principal of an endowment fund. Examples of "not in spendable form" include inventory, prepaid amounts, long-term notes and loans, property held for resale and other items not expected to be converted to cash. However, if the proceeds from the eventual sale or liquidation of the items would be considered restricted, committed or assigned (as defined further on) then these amounts would be included in the restricted, committed or assigned instead of the nonspendable classification. A debt service reserve fund held by a trustee is an example of fund balance in nonspendable form that is classified as restricted instead of nonspendable since the reserve is eventually liquidated to make the final debt service principal payment.

Restricted Fund Balance: Amounts that have externally enforceable limitations on use. The limitations on use can be imposed by creditors, grantors, or contributors as well as by constitutional provisions, enabling legislation, laws and government regulations.

Committed Fund Balance: Amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The City Council is the highest level of decision-making authority for the City that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Assigned Fund Balance: Amounts intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The City Council (Council) has by resolution authorized the City Manager to assign fund balance. The Council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. Additional formal action does not normally have to be taken for the removal of an assignment.

Unassigned Fund Balance: These are either residual positive net resources of the General Fund in excess of what can properly be classified in one of the other four categories, or negative balances. For all funds other than the General Fund, amounts expended in excess of resources that are restricted, committed, or assigned, negative unassigned fund balance may be necessary to report.

Q) Fair Value Measurements

Certain assets and liabilities are required to be reported at fair value. The fair value framework provides a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements), as follows:

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly and fair value is determined through the use of models or other valuation methodologies including:

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in markets that are inactive; inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement. These unobservable inputs reflect the City's own assumptions about the inputs market participants would use in pricing the asset or liability (including assumptions about risk). These unobservable inputs are developed based on the best information available in the circumstances and may include the City's own data.

R) Leases

Lessor: The City is a lessor for noncancellable leases of land owned by the City. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.
- The City monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

S) Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

2) CASH AND INVESTMENTS

Cash and investments as of June 30, 2025 are classified in the accompanying financial statements as follows:

Statement of Net Position:	
Cash and Investments	$ 133,198,430
Cash and Investments with Fiscal Agents	19,367,335
Restricted Cash and Investments	3,198,228
Statement of Fiduciary Net Position:	
Cash and Investments	1,468,658
Cash and Investments with Fiscal Agents	1,514,354
Restricted Cash and Investments	6,514,513
Total Cash and Investments	$ 165,261,518

Cash and investments as of June 30, 2025 consist of the following:

Cash on Hand	$ 17,561
Deposits with Financial Institutions	31,638,648
Investments	133,605,309
Total Cash and Investments	$ 165,261,518

Investments Authorized by the California Government Code and the City's Investment Policy

The table below identifies the investment types that are authorized for the City by the California Government Code and the City's investment policy. This table also identifies certain provisions of the California Government Code (or the City's investment policy, if more restrictive) that addresses interest rate risk and concentrations of credit risk. This table does not address investments of debt proceeds held by bond trustees that are governed by the provisions of debt agreements of the City and investments in the City's retirement enhancement and supplemental retirement defined benefit pension trust funds that are in the Public Agency Retirement Plans (PARS Trust Pool), rather than the general provisions of the California Government Code or the City's investment policy.

Investment Types Authorized by State Law	Authorized by Investment Policy	Maximum Maturity*	Maximum Percentage of Portfolio*	Maximum Investment in One Issuer*
U.S. Treasury Obligations	Yes	5 years	None	None
U.S. Government Sponsored Agency Securities	Yes	5 years	None	None
Municipal Securities	Yes	5 years	30%	5%
Supranationals	Yes	5 years	30%	10%
Medium-Term Notes	Yes	5 years	30%	5%
Collateralized Certificate of Deposit	Yes	5 years	25%	25%
Negotiable Certificates of Deposit	Yes	5 years	30%	30%
Banker's Acceptance	Yes	180 days	40%	30%
Commercial Paper	Yes	270 days	25%	5%
Asset Backed Securities	Yes	5 years	20%	20%
Money Market Mutual Funds	Yes	N/A	20%	10%
Repurchase Agreements	Yes	100 days	20%	20%
County Pooled Investment Funds	Yes	N/A	None	None
Local Agency Investment Fund	Yes	N/A	None	$75,000,000

*Based on state law requirements or investment policy requirements, whichever is more restrictive.

2) CASH AND INVESTMENTS - Continued

Investments Authorized by Debt Agreements

Investments of debt proceeds held by bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy. The table below identifies the investment types that are generally authorized for investments held by bond trustee. The table also identifies certain provisions of these debt agreements that address interest rate risk and concentration of credit risk.

Investment Types Authorized by State Law	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
U.S. Treasury Obligations	5 years	None	None
U.S. Government Sponsored Agency Securities	5 years	None	None
Municipal Securities	5 years	30%	None
Supranationals	5 years	30%	None
Medium-Term Notes	5 years	30%	None
Collateralized Certificate of Deposit	5 years	25%	None
Negotiable Certificates of Deposit	5 years	30%	None
Banker's Acceptance	180 days	None	None
Commercial Paper	270 days	25%	5%
Money Market Mutual Funds	5 years	20%	10%
Repurchase Agreements	100 days	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund	N/A	None	None

Investments Authorized by Pension Trust Agreements

Investments of pension trust fund contributions held by the trustee are governed by the trust agreements. The City selected an investment strategy allowed by the trust agreements with the objective of providing current income and moderated capital appreciation. The strategic ranges for the investment strategy selected by the City are as follows:

5%	Cash
45%	Fixed Income
48.50%	Equities
1.50%	REIT

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater is the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter-term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

2) CASH AND INVESTMENTS – Continued

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

		Remaining Maturity (in Months)		
Investment Type	Total	12 Months Or Less	13 to 24 Months	25 to 60 Months
Los Angeles County Investment Pool	$ 35,660,351	$ 35,660,351	$ -	$ -
Local Agency Investment Fund	77,063,269	77,063,269	-	-
Held by Bond Trustees:				
Money Market Mutual Funds	20,881,689	20,881,689	-	-
Total	$ 133,605,309	$ 133,605,309	$ -	$ -

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by the California Government Code, the City's investment policy, or debt agreements and the actual rating as of year-end by Standard and Poor's or Moody's or Fitch for each investment type:

Investment Type	Amount	Minimum Legal Rating	AAA	Unrated
Los Angeles County Investment Pool	$ 35,660,351	N/A	$ -	$ 35,660,351
Local Agency Investment Fund	77,063,269	N/A	-	77,063,269
Held by Bond Trustees:				
Money Market Mutual Funds	20,881,689	A	20,881,689	-
Total	$ 133,605,309		$ 20,881,689	$ 112,723,620

Concentration of Credit Risk

The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. There was no investment in any one issuer (other than U.S. Government Agencies, Supranationals, Money Market Funds, and external investment pools) that represent 5% or more of total City investments.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party.

2) CASH AND INVESTMENTS – Continued

The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provisions for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. All the City's deposits are either federally insured or collateralized as of June 30, 2024. Investments held by bond trustee are selected under the terms of the applicable trust agreement. The trustee acquires the investment and holds the investment on behalf of the reporting government.

Investment in County Investment Pool

The City is a voluntary participant in the Los Angeles County Investment Pool (LACIP) that is regulated by the California Government Code and the Los Angeles County Board of Supervisors under the oversight of the Los Angeles County Treasurer-Tax Collector. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amount based upon the City's pro-rata share of the fair value provided by LACIP for the entire LACIP portfolio. The balance for withdrawal is based on the accounting records maintained by LACIP, which are recorded on an amortized cost basis.

Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the Entity's investment in this pool is reported in the accompanying financial statements at amounts based on the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. Information regarding LAIF's and the City's exposure to risk (credit, market, or legal) is not currently available.

Fair Value of Investments

Investments (except those that may be reported at amortized cost) are measured at fair value on a recurring basis. Recurring fair value measurements, are those that Governmental Accounting Standards Board (GASB) Statements require or permit in the statement of net position at the end of each reporting period. Fair value measurements are categorized based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. None of the investments held at year-end are subject to the fair value hierarchy.

3) INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

Due to/from

The General Fund has loaned $181,054 to non-major governmental funds, and $258,035 to the enterprise fund to cover temporary cash deficits.

3) INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS - Continued

Advances to/from

Advances of $58,153 between the General Fund and the Auto Plaza Improvement District non-major special revenue fund represent cash advanced for the replacement of the reader board sign at the Auto Plaza.

Interfund transfers for the year ended June 30, 2025 are as follows:

	TRANSFERS IN						
TRANSFERS OUT	General Fund	Prop A Fund	State Gas Tax Fund	Citywide Debt	Non-major Governmental Funds	Internal Service Funds	Total
General Fund	$ -	$ 13,354	$ 567,200	$ 13,317,096	$ 797,217	$ 1,631,369	$ 16,326,236
	$ -	$ 13,354	$ 567,200	$ 13,317,096	$ 797,217	$ 1,631,369	$ 16,326,236

The General Fund transferred $13,354 to the Proposition A Fund for various expenditures, $567,200 to the State Gas Tax Fund for an SB1 project. The General Fund transferred $13,317,096 to the Citywide Debt Service Fund for debt service payments. The General Fund transferred $797,217 to the Non-major Governmental Funds for various projects and operating expenditures. The General Fund transferred $1,631,369 to the Internal Service Fund for deficits in the self-insurance fund.

4) NOTES AND LOANS RECEIVABLE

The following notes and loans receivable were outstanding as of June 30, 2025:

Housing Rehabilitation	$ 338,838
First Time Homebuyer Loans	95,260
Housing Preservation Program	756,516
Home Improvement Program	642,627
Lark Ellen Towers	4,241,110
Executive Lodge Apartments Limited Partnership	5,975,678
West Covina Senior Villas, LLC	2,833,333
West Covina Senior Villas II, LP	8,513,885
CDBG Housing Loans	3,442,529
Other Loans	608,196
Less: Allowance for Doubtful Accounts	(12,638,165)
Total Governmental Funds	$ 14,809,807

Several housing rehabilitation loans totaling $338,838 have been made to qualified applicants using Community Development Block Grants received by the City and housing set-aside funds of the former Commission's redevelopment activities. These loans bear 5% interest and are repaid when title to the property changes. The City has included 5% of the balance in the allowance for doubtful accounts.

The Housing Authority has loans to first-time home buyers totaling $95,260. Loans are secured by second trust deeds and bear interest at 5%. Principal and interest are deferred for five years and are due monthly in years 6 through 30. The City has included 42% of the balance in the allowance for doubtful accounts.

4) NOTES AND LOANS RECEIVABLE - Continued

The Housing Authority also has housing preservation loans to qualified applicants using housing set-aside funds totaling $756,516. Principal and interest are deferred for ten years; after the tenth year loans bear interest at 5%. Loans are repaid after the tenth year or when title to the property changes. The City has included 4% of the balance in the allowance for doubtful accounts.

Several housing improvement loans totaling $642,627 have been made to qualified applicants. The loans are secured by second trust deeds. The City has not included any of the balance in the allowance for doubtful accounts.

In May 1997, the Commission loaned $4,270,000 to Lark Ellen Towers. The loan was transferred to the Housing Authority from the dissolved former Commission. The loan is secured by a deed of trust. The loan accrues interest at 3% per annum and requires annual payments equal to the maximum of $35,000 or 50% of net profits earned by the project. The outstanding principal as of June 30, 2025 was $4,241,110.

In April 1998, the Commission loaned $5,622,300 to Executive Lodge Apartments Limited Partnership (Promenade Apartments project). The loan was transferred to the Housing Authority from the dissolved former Commission. The loan is secured by a deed of trust. The loan was amended and restated on April 1, 2017, with a principal of $6,056,621 accruing interest at 2.82% compounded annually and requires annual payments equal to 50% of “Available Cash Flow.” The outstanding principal as of June 30, 2025 was $5,975,678.

In May 2002, the Commission loaned $4,360,000 to West Covina Senior Villas, LLC. The loan is secured by a deed of trust. The loan does not accrue interest. The loan requires annual payments of $141,667 through May 2032 that are forgiven by the City unless the borrower defaults on the agreement. The outstanding principal as of June 30, 2025 was $2,833,333. The loan is likely to be forgiven; therefore, the City has included the entire balance in the allowance for doubtful accounts.

In May 2009, the Commission entered into an agreement with West Covina Senior Villas II, L.P. to provide $8,600,000 for the acquisition of real property in the City and construction and maintenance of an approximately 65-unit apartment complex to be rented to low-income and very low-income senior citizens. The loan is secured by a deed of trust. The loan does not accrue interest and is forgiven so long as the borrower does not default on the loan. The outstanding principal as of June 30, 2025 was $8,513,885. The loan is likely to be forgiven; therefore, the City has included the entire balance in the allowance for doubtful accounts.

The City has provided zero-interest housing loans totaling $3,442,529 using Community Development Block Grant funds.

Other notes consist of affordable housing loans of $400,000. The notes do not accrue interest and are forgiven unless the borrower sells or refinances the property. Additionally, the balance included a note of $208,196 for low-income housing which accrues no interest and is forgivable if the owner maintains the low- and moderate-income housing status. The outstanding principal of these loans as of June 30, 2025 was $608,196. The loans are likely to be forgiven; therefore, the City has included the entire balance in the allowance for doubtful accounts.

5) LAND HELD FOR RESALE

Land held for resale is valued at the lower of cost or the sales price per contract with the developer. The land held for resale at June 30, 2025 was comprised of land to be used as open space or a municipal golf course in the amount of $3,007,802.

6) CAPITAL ASSETS

Governmental Activities:	Beginning Balance	Increases	Decreases	Ending Balance
Capital Assets, Not Being Depreciated:				
Land	$ 48,356,495	$ -	$ -	$ 48,356,495
Rights of Way	14,376,498	-	-	14,376,498
Construction in Progress	1,780,374	9,400,391	(1,017,589)	10,163,176
Total Capital Assets, Not Being Depreciated	64,513,367	9,400,391	(1,017,589)	72,896,169
Capital Assets Being Depreciated:				
Buildings and Improvements	134,458,882	-	-	134,458,882
Equipment and Vehicles	48,728,867	1,524,859	(173,316)	50,080,410
Infrastructure - Pavement	205,732,298	-	-	205,732,298
Infrastructure - Other	26,236,292	-	-	26,236,292
Total Capital Assets Being Depreciated	415,156,339	1,524,859	(173,316)	416,507,882
Less Accumulated Depreciation:				
Buildings and Improvements	(58,778,957)	(3,252,333)	-	(62,031,290)
Equipment and Vehicles	(33,764,554)	(3,203,312)	62,871	(36,904,995)
Infrastructure - Pavement	(178,487,389)	(1,955,602)	-	(180,442,991)
Infrastructure - Other	(20,225,826)	(425,921)	-	(20,651,747)
Total Accumulated Depreciation	(291,256,726)	(8,837,168)	62,871	(300,031,023)
Net Capital Assets Being Depreciated	123,899,613	(7,312,309)	(110,445)	116,476,859
Governmental Activities, Capital Assets	$ 188,412,980	$ 2,088,082	$ (1,128,034)	$ 189,373,028

Depreciation expense was charged to the following functions for governmental activities in the Statement of Activities:

General Government	$ 167,004
Public Safety	3,076,393
Public Works	4,126,873
Community Services	1,466,898
	$ 8,837,168

Business-type Activities:	Beginning Balance	Increases	Decreases	Ending Balance
Capital Assets Being Depreciated:				
Equipment and Vehicles	$ 1,027,538	$ -	$ -	$ 1,027,538
Less Accumulated Depreciation:				
Equipment and Vehicles	(1,027,538)	-	-	(1,027,538)
Net Capital Assets Being Depreciated	-	-	-	-
Business-type Activities, Capital Assets	$ -	$ -	$ -	$ -

7) LONG-TERM LIABILITIES

Changes in long-term liabilities for the year ended June 30, 2025 are as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities:					
Direct Borrowing:					
Notes Payable	$ 6,368,089	$ -	$ (578,918)	$ 5,789,171	$ 578,918
Loans Payable	5,783,541	-	(283,682)	5,499,859	307,696
2006 Lease Revenue Bonds	12,945,000	-	(730,000)	12,215,000	770,000
2018 Lease Revenue Bonds	19,460,000	-	(990,000)	18,470,000	1,040,000
Premium on Bonds	1,062,088	-	(53,105)	1,008,983	53,105
2020 Lease Revenue Bonds	192,315,000	-	(4,525,000)	187,790,000	4,560,000
Compensated Absences	4,448,714	-	(686,371)	3,762,343	3,587,761
Net Pension Liability	57,913,001	-	(4,165,711)	53,747,290	-
Total OPEB Liability	57,255,537	-	(1,193,344)	56,062,193	2,657,728
Claims Payable	24,488,304	6,226,540	(7,344,190)	23,370,654	7,578,180
Total	$ 382,039,274	$ 6,226,540	$ (20,550,321)	$ 367,715,493	$ 21,133,388
Business-type Activities:					
Compensated Absences	$ 1,236	$ -	$ (1,236)	$ -	$ -
Total	$ 1,236	$ -	$ (1,236)	$ -	$ -

The liabilities for compensated absences, Total OPEB, and Net Pension are generally liquidated by the General Fund and internal service funds.

Notes Payable – Direct Borrowing

Successor Agency Note

On December 4, 2015, the City and Successor Agency entered into a settlement agreement with the California Department of Finance (DOF) regarding the Other Funds Due Diligence Review. The agreement requires the City to repay the Successor Agency $11,578,351 for transfers that did not represent enforceable obligations. The Successor Agency will then remit these funds to the Los Angeles County Auditor-Controller for allocation to the affected taxing entities. The amount of the note must be repaid through biannual payments in the amount of $289,459 each January 15th and June 15th until the loan is repaid in full on June 15, 2035. There is no interest charged on this repayment. The outstanding balance as of June 30, 2025 was $5,789,171. The following represents the future annual debt service requirements:

Fiscal Year Ending June 30,	Principal	Interest	Total
2026	$ 578,918	$ 179,661	$ 758,579
2027	578,918	172,411	751,329
2028	578,918	165,877	744,795
2029	578,918	160,205	739,123
2030	578,918	154,215	733,133
2031 - 2035	2,894,581	349,856	3,244,437
Totals	$ 5,789,171	$ 1,182,225	$ 6,971,396

7) LONG-TERM LIABILITIES - Continued

Energy Efficiency Loans Payable – Direct Borrowing

Solar Equipment Loan

In May 2021, the City entered into a lease-purchase agreement for the acquisition and installation of certain energy conservation equipment and improvements (solar) with an aggregate principal borrowing of $3,386,950. The proceeds are to be used to pay for the energy efficiency and conservation improvements as specified in the agreement. The payments bear interest at 3.60% and are due and payable semi-annually on May 13th and November 13th each year, maturing on May 13, 2041. The General Fund will generally be responsible for making the debt service payments annually.

Non-Solar Equipment Loans

In May 2021, the City entered into a lease-purchase agreement for the acquisition and installation of certain energy conservation equipment including lighting and HVAC (non-solar) with an aggregate principal borrowing of $3,215,098. The proceeds are to be used to pay for the energy efficiency and conservation improvements as specified in the agreement. The payments bear interest at 3.05% and are due and payable semi-annually on May 13th and November 13th each year, maturing on May 13, 2036. The General Fund will generally be responsible for making the debt service payments annually. Annual debt service requirements follow:

Fiscal Year Ending June 30,	Principal	Interest	Total
2026	$ 307,696	$ 181,853	$ 489,549
2027	310,249	171,878	482,127
2028	317,502	161,772	479,274
2029	328,788	151,392	480,180
2030	343,591	140,619	484,210
2031 - 2035	1,928,324	525,935	2,454,259
2036 - 2040	1,622,020	201,035	1,823,055
2041	341,690	31,027	372,717
Totals	$ 5,499,860	$ 1,565,511	$ 7,065,371

Lease Revenue Bonds

2006 Lease Revenue Bonds, Series A and B (Big League Dreams Project)

In September 2006, the City issued $10,710,000 of Lease Revenue Bonds, Series A and $7,295,000 of taxable Lease Revenue Bonds, Series B to provide financing for facilities and infrastructure related to the Big League Dreams sports park. The Series A bonds mature annually through June 1, 2036, in amounts ranging from $80,000 to $1,270,000, with interest rates that range from 4.0% to a maximum of 5.0% over the term of the bonds. The Series B bonds mature annually through June 1, 2036, in amounts ranging from $115,000 to $550,000, with interest rates that range from 5.39% to a maximum of 6.07% over the term of the bonds. The bonds are payable from lease payments as rental for certain public facilities. The reserve requirement was fully funded at June 30, 2025. The outstanding principal balance as of June 30, 2025 was $12,215,000.

The following represents the future annual debt service requirements:

7) LONG-TERM LIABILITIES - Continued

Fiscal Year Ending June 30,	Principal	Interest	Total
2026	$ 770,000	$ 659,802	$ 1,429,802
2027	820,000	618,100	1,438,100
2028	860,000	573,622	1,433,622
2029	905,000	526,930	1,431,930
2030	950,000	477,775	1,427,775
2031	1,005,000	426,155	1,431,155
2032	1,060,000	371,518	1,431,518
2033	1,120,000	313,864	1,433,864
2034	1,180,000	252,942	1,432,942
2035	1,725,000	188,699	1,913,699
2036	1,820,000	96,885	1,916,885
Totals	$12,215,000	$ 4,506,292	$16,721,292

2018 Lease Revenue Refunding Bonds, Series A and B

On November 20, 2018, the City issued $19,310,000 of Lease Revenue Bonds, Series A and $4,855,000 of taxable Lease Revenue Bonds, Series B to provide financing for the advance refunding of the City's 2002 Lease Revenue Bonds Series A, 2004 Lease Revenue Bonds Series A&B, and the 2013 Lease Revenue Refunding Bonds Series A. The Series A bonds mature annually through May 1, 2044, in amounts ranging from $460,000 to $125,000, with interest rates that range from 4.0% to a maximum of 5.0% over the term of the bonds. The Series B bonds mature annually through May 1, 2030, in amounts ranging from $345,000 to $500,000, with interest rates that range from 2.953% to a maximum of 4.469% over the term of the bonds. The bonds are payable from lease payments as rental for certain public facilities. The reserve requirement was fully funded as of June 30, 2025. The outstanding principal balance as of June 30, 2025 was $18,470,000.

The following represents the future annual debt service requirements:

Fiscal Year Ending June 30,	Principal	Interest	Total
2026	$ 1,040,000	$ 820,871	$ 1,860,871
2027	1,085,000	772,151	1,857,151
2028	1,135,000	721,118	1,856,118
2029	1,190,000	667,466	1,857,466
2030	1,230,000	610,995	1,840,995
2031 - 2035	7,075,000	2,099,750	9,174,750
2036 - 2040	5,245,000	541,000	5,786,000
2041 - 2044	470,000	48,000	518,000
Total	$ 18,470,000	$ 6,281,351	$ 24,751,351

7) LONG-TERM LIABILITIES - Continued

2020 Lease Revenue Bonds, Series A

On July 23, 2020, the City issued $204,095,000 of Lease Revenue Bonds, Series A (taxable) to provide financing to pay the City's unfunded pension liabilities to CalPERS, to establish a reserve fund, and pay issuance costs. The Series A bonds mature annually through August 1, 2044, in amounts ranging from $3,645,000 to $16,105,000, with interest rates that range from 1.747% to a maximum of 3.892% over the term of the bonds. The bonds are payable from lease payments as rental for certain public facilities. The reserve requirement was fully funded as of June 30, 2025. The outstanding principal balance as of June 30, 2025 was $187,790,000. The following represents the future annual debt service requirements:

Fiscal Year Ending June 30,	Principal	Interest	Total
2026	$ 4,560,000	$ 6,711,662	$ 11,271,662
2027	4,900,000	6,596,630	11,496,630
2028	5,265,000	6,462,372	11,727,372
2029	5,650,000	6,308,906	11,958,906
2030	6,060,000	6,137,193	12,197,193
2031 - 2035	37,405,000	27,342,009	64,747,009
2036 - 2040	52,325,000	19,165,988	71,490,988
2041 - 2045	71,625,000	7,307,717	78,932,717
Total	$187,790,000	$ 86,032,477	$273,822,477

Claims Payable

Claims payable are typically paid from the City's Internal Service Self-Insurance Fund. There is no fixed payment schedule for claims liabilities.

Compensated Absences

The liability of $3,762,343 represents the governmental activities portion of total unpaid vacation and compensation time earned by employees of the City. There is no fixed payment schedule for earned but unpaid compensated absences. The General Fund typically has been used to liquidate the liability for compensated absences.

8) SELF-INSURANCE

The City is exposed to various risks of loss related to its operation, including losses associated with errors and omissions, injuries to employees and members of the public. The City's Internal Service Self-Insurance Fund is used to account for and finance its uninsured risks of loss.

Description of Self-Insurance Pool Pursuant to Joint Powers Agreement

As of July 1, 2021, the City is a member of the California Joint Powers Insurance Authority (Authority). The Authority is composed of 123 California public entities and is organized under a joint powers agreement pursuant to California Government Code §6500 et seq.

8) SELF-INSURANCE - Continued

The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group purchased insurance for property and other lines of coverage. The Authority began covering claims of its members in 1978. Each member government has an elected official as its representative on the Board of Directors. The Board operates through a nine-member Executive Committee.

The City participates in the excess workers' compensation and excess general liability programs of the Authority.

Excess Liability Program

Liability coverage includes auto liability, employment practices liability, public officials' errors and omissions, bodily injury, personal injury, third party property damage, advertising injury, and employee benefit administration liability. The City has a retained limit of $1,000,000 per occurrence. The overall coverage limit for each member, including all layers of coverage, is $50 million per occurrence. The coverage structure is composed of a combination of pooled self-insurance, reinsurance, and excess insurance. Additional information concerning the coverage structure is available on the Authority's website: https://cjpia.org/coverage/risk-sharing-pools/ .

Excess Workers' Compensation Program

The City has a retained limit of $1,000,000 per occurrence for workers' compensation claims. The Authority's pooled retention is $1 million per occurrence with reinsurance to statutory limits under California Workers' Compensation Law. Employer's Liability losses are pooled among members to $1 million. Coverage from $1 million to $5 million is purchased through reinsurance policies, and Employer's Liability losses from $5 million to $10 million are pooled among members.

Purchased Insurance

Pollution Legal Liability Insurance
The City of West Covina participates in the pollution legal liability insurance program which is available through the Authority. The policy covers sudden and gradual pollution of scheduled property, streets, and storm drains owned by the City of West Covina. Coverage is on a claims-made basis. There is a $250,000 deductible, with a limit of $5 million per member.

Property Insurance
The City of West Covina participates in the All-Risk Property Protection Program. This insurance protection is underwritten by several insurance companies. The City's property is currently insured according to a schedule of covered property submitted by the City to the Authority. The total insured value of scheduled City property is $174,564,178. There is a $10,000 deductible per occurrence except for non-emergency vehicle insurance which has a $2,500 deductible.

Crime Insurance
The City of West Covina participates in the Crime Insurance Program. Formerly called Blanket Fidelity Bond, this policy covers faithful performance, depositor's forgery, theft of money and securities, and computer fraud related to the transfer of money. The policy limit is $3,000,000, and the deductible is $2,500.

8) SELF-INSURANCE - Continued

Adequacy of Protection

During the past three fiscal years, none of the above programs of protection experienced settlements or judgments that exceeded pooled or insured coverage. There were also no significant reductions in pooled or insured liability coverage in 2024-25.

Claims and Judgments

The City accounts for uninsured, material claims and judgments and associated legal and administrative costs when it is probable that the liability claim has been incurred and the amount of the loss can be reasonably estimated. Included therein are claims incurred but not reported, which consists of (a) known loss events expected to be presented as claims later, (b) unknown loss events that are expected to become claims, and (c) expected future development on claims already reported. This is based upon historical actual results that have established a reliable pattern supplemented by specific information about current matters. Small dollar claims and judgments are recorded as expenditures when paid.

The claims and judgments liability reported in the Internal Service Self-Insurance Fund is based on the requirements of Governmental Accounting Standards Board Statement No. 10, which requires that a liability for claims and judgments be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of loss can be reasonably estimated. Claims and judgments payable, including estimated claims for incurred but not reported claims, amounted to $23,370,654 as of June 30, 2025.

In the past three years, no claims for general liability or workers' compensation have exceeded the City's purchased insurance coverage.

Changes in the claims and judgments payable amounts for the past two fiscal years for the Self-Insurance Fund are as follows:

Year Ended June 30,	Beginning of Year	Claims and Changes in Estimates	Claim Payments	End of Year
2025	$ 24,488,304	$ 6,226,540	$ 7,344,190	$ 23,370,654
2024	$ 20,511,381	$ 8,411,243	$ 4,434,320	$ 24,488,304

9) NON-CITY OBLIGATION DEBT

Emanate Health, a California nonprofit public benefit corporation (Corporation), has requested that the California Statewide Communities Development Authority (CSCDA) participate in the issuance of one or more series of revenue bonds (Bonds) in an aggregate principal amount not to exceed $260,000,000, for the acquisition, construction, equipping, improvement, renovation, rehabilitation and/or remodeling of hospital, health care and related facilities (Project) to be owned and operated by the Corporation or one of its affiliates.

9) NON-CITY OBLIGATION DEBT - Continued

For each component of the Project, the issuance of the Bonds by the CSCDA must be approved by the applicable city in which the component of the Project is located before construction can begin. One component of the Project consists of the construction of two separate buildings at the Queen of the Valley Hospital campus located in West Covina.

On May 19, 2020, the City Council approved the issuance of the Bonds and Refunding Bonds by the CSCDA for the purposes of financing and/or refinancing the Project via the adoption of the resolution number 2020-26.

10) FUND BALANCE CLASSIFICATIONS

The City's governmental fund balances at June 30, 2025, are presented below:

	General Fund	West Covina Housing Authority	Proposition A	State Gas Tax	ARPA	Citywide Debt	Other Governmental Funds	Total
Nonspendable:								
Prepaid Items	$ 54,674	$ -	$ -	$ -	$ -	$ -	$ 59,008	$ 113,682
Advances to Other Funds	58,153	-	-	-	-	-	-	58,153
Land Held for Resale	3,007,802	-	-	-	-	-	-	3,007,802
Restricted for:								
Affordable Housing	-	19,568,145	-	-	-	-	-	19,568,145
Debt Service	-	-	-	-	-	20,279,533	-	20,279,533
Pension Trust	20,034	-	-	-	-		-	20,034
Community Services	-	-	-	-	-	-	5,568,860	5,568,860
Public Safety	-	-	-	-	-	-	8,583,070	8,583,070
Public Works	-	-	1,966,539	6,840,839	-	-	60,590,050	69,397,428
Assigned:								
Capital Improvement	-	-	-	-	-	-	8,017,724	8,017,724
Unassigned	20,988,376	-	-	-	-	-	(753,507)	20,234,869
Total Fund Balances	$ 24,129,039	$ 19,568,145	$ 1,966,539	$ 6,840,839	$ -	$ 20,279,533	$ 82,065,205	$ 154,849,300

11) DEFICIT FUND BALANCES

The Community Services Foundation non-major governmental fund had an unassigned fund balance deficit of $753,507 at June 30, 2025. The deficit will be eliminated through future revenues.

12) PENSION PLAN SUMMARY

The City currently has a total of two pension plans administered by CalPERS and two retirement enhancement plans administered by PARS. The pension plans consist of a miscellaneous agent plan and a safety agent plan (see Note 14 for a full description of the plans). The retirement enhancement plan consists of an EPMC replacement supplemental retirement plan and a supplemental retirement plan for executive staff and City Council (see Note 15 for a full description of the plans). The summary of the pension related liability, deferred inflows of resources and deferred outflows of resources are as follows:

12) PENSION PLAN SUMMARY - Continued

	Miscellaneous Plan	Safety Plan	EPMC	EXEC	Total
Deferred Outflows of Resources	$ 5,244,544	$ 19,742,486	$ 134,164	$ 98,399	$ 25,219,593
Deferred Inflows of Resources	-	-	114,879	-	114,879
Pension Liability/(Asset)	15,579,051	33,415,642	1,013,494	3,739,103	53,747,290

13) EMPLOYEE RETIREMENT PLANS

General Information about the Pension Plans

Plan Descriptions: All qualified permanent and probationary employees are eligible to participate in the City's separate Miscellaneous and Safety Plans, an agent multiple-employer defined benefit pension plan administered by the California Public Employees' Retirement System (CalPERS), which acts as a common investment and administrative agent for its participating member employers. Benefit provisions under the plan are established by State statute and Local Government resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided: The Plans are agent multiple-employer defined benefit pension plans administered by the California Public Employees' Retirement System (CalPERS). A full description of the pension plans regarding number of employees covered, benefit provisions, assumptions (for funding, but not accounting purposes), and membership information are listed in the plans' June 30, 2023 Annual Actuarial Valuation Report (funding valuation). Details of the benefits provided can be obtained in Appendix B of the actuarial valuation report. This report and CalPERS' audited financial statements are publicly available reports that can be obtained at CalPERS' website.

The Plans' provisions in effect at June 30, 2025, are summarized as follows:

	Miscellaneous			
Hire date	Prior to January 1, 2011	On or after January 1, 2011	Prior to January 1, 2013	On or after January 1, 2013
Benefit formula	2.0% @ 55	2.5% @ 55	2.0% @ 60	2% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life	monthly for life
Retirement age	50-67+	50-67+	50-67+	52-67+
Monthly benefits, as a % of eligible compensation	(1)	(1)	(1)	(1)
Required employee contribution rates	0%	8.00%	7%	7.75%
Required employer contribution rates	9.71%	9.71%	9.71%	9.71%

13) EMPLOYEE RETIREMENT PLANS – Continued

	Safety		
	Prior to	Prior to	On or after
Hire date	July 1, 2012	January 1, 2013	January 1, 2013
Benefit formula	3% @ 50	3% @ 55	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50 & up	50-55+	50-57+
Monthly benefits, as a % of eligible compensation	(1)	(1)	(1)
Required employee contribution rates	9%	9%	13.50%
Required employer contribution rates	22.10%	22.10%	22.10%

(1) - Depending on years of service

*New hires who are already enrolled in CalPERS are eligible for benefits under the Tier II, and other new hires are enrolled in the PEPRA rate plans.

Employees Covered: At June 30, 2025 (June 30, 2023 valuation date), the following number of employees were covered by the benefit terms for the Plan:

	Miscellaneous	Safety
Inactive employees or beneficiaries currently receiving benefits	463	366
Inactive employees entitled to but not yet receiving benefits	320	81
Active employees	130	164
Total	913	611

Contributions: Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. It is the responsibility of the employer to make necessary accounting adjustments to reflect the impact due to any Employer-Paid Member Contributions or situations where members are paying a portion of the employer contribution.

Net Pension Liability/(Asset)

The City's net pension liability/(asset) for the Plans is measured as the total pension liability, less the pension plans' fiduciary net position. The net pension liability/(asset) of the Plans is measured as of June 30, 2023, using an annual actuarial valuation as of June 30, 2023 rolled forward to June 30, 2024 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability/(asset) is shown below.

13) EMPLOYEE RETIREMENT PLANS – Continued

Actuarial Assumptions: The total pension liabilities in the June 30, 2023 actuarial valuations were determined using the following actuarial assumptions:

Valuation date	June 30, 2023
Measurement date	June 30, 2024
Actuarial cost method	entry-age normal
Actuarial assumptions:	
Discount rate	6.90%
Inflation	2.30%
Projected salary increase	(1)
Investment rate of return	6.90%
Mortality	(2)
Post Retirement Benefit Increase	(3)

(1) Depending on age, service and type of employment

(2) Derived using CalPERS' Membership Data for all Funds.

(3) The lesser of contract COLA or 2.30% until Purchasing Power Protection Allowance floor on purchasing power applies, 2.30% thereafter

The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2021 CalPERS Experience Study for the period from 2001 to 2019. Pre-retirement and Post-retirement mortality rates include generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021 that can be found on the CalPERS website.

Long-term Expected Rate of Return - The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class are as follows:

13) EMPLOYEE RETIREMENT PLANS – Continued

Asset Class	New Strategic Allocation	Real Return (1,2)
Global Equity - Cap Weighted	30%	4.54%
Global Equity - Non-Cap Weighted	12%	3.84%
Private Equity	13%	7.28%
Treasury	5%	0.27%
Mortgage-backed Securities	5%	0.50%
Investment Grade Corporates	10%	1.56%
High Yield	5%	2.27%
Emerging Market Debt	5%	2.48%
Private Debt	5%	3.57%
Real Assets	15%	3.21%
Leverage	-5%	-0.59%

(1) An expected inflation of 2.3% used for this period.
(2) Figures are based on the 2021 Asset Liability Management study.

Discount Rate - The discount rate used to measure the total pension liability for PERF C was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in Net Pension Liability

The changes in the Net Pension Liability for the Miscellaneous and Safety Plans are as follows:

	Miscellaneous		
	Increase (Decrease)		
	Pension Plan Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2023 (June 30, 2024 reporting date)	$ 173,842,530	$ 158,111,696	$ 15,730,834
Changes in the year:			
Service cost	1,436,195	-	1,436,195
Interest on the total pension liability	11,832,339	-	11,832,339
Differences between expected and actual experience	2,600,261	-	2,600,261
Changes of benefit terms	-	-	-
Contributions from the employer	-	875,331	(875,331)
Contributions from employees	-	701,939	(701,939)
Net investment income	-	14,571,964	(14,571,964)
Benefit payments, including refunds	(11,355,436)	(11,355,436)	-
Administrative/other expense	-	(128,656)	128,656
Net changes	4,513,359	4,665,142	(151,783)
Balance at June 30, 2024 (June 30, 2025 reporting date)	$ 178,355,889	$ 162,776,838	$ 15,579,051

13) EMPLOYEE RETIREMENT PLANS – Continued

	Safety		
	Increase (Decrease)		
	Pension Plan Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2023 (June 30, 2024 reporting date)	$ 462,938,721	$ 425,615,287	$ 37,323,434
Changes in the year:			
Service cost	6,947,459	-	6,947,459
Interest on the total pension liability	31,587,096	-	31,587,096
Differences between expected and actual experience	4,498,742	-	4,498,742
Changes of benefit terms	-	-	-
Contributions from the employer	-	4,985,321	(4,985,321)
Contributions from employees	-	2,633,790	(2,633,790)
Net investment income	-	39,668,302	(39,668,302)
Benefit payments, including refunds	(26,254,378)	(26,254,378)	-
Administrative/other expense	-	(346,324)	346,324
Net changes	16,778,919	20,686,711	(3,907,792)
Balance at June 30, 2024 (June 30, 2025 reporting date)	$ 479,717,640	$ 446,301,998	$ 33,415,642

Sensitivity of the Net Pension Liability to Changes in the Discount Rate: The following presents the net pension liability/(asset) of the Plan as of the measurement date, calculated using the discount rate of 6.90 percent, as well as what the net pension liability/(asset) would be if it were calculated using a discount rate that is 1 percentage-point lower (5.90 percent) or 1 percentage-point higher (7.90 percent) than the current rate:

	Miscellaneous	Safety
1% Decrease	5.90%	5.90%
Net Pension Liability/(Asset)	$ 37,169,581	$ 96,557,410
Current Discount Rate	6.90%	6.90%
Net Pension Liability/(Asset)	$ 15,579,051	$ 33,415,642
1% Increase	7.90%	7.90%
Net Pension Liability/(Asset)	$ (2,268,842)	$ (18,418,022)

Pension Plan Fiduciary Net Position: Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended June 30, 2025, the City recognized pension expense/(income) of $4,624,499 for the Miscellaneous Plan and $15,300,666 for the Safety Plan. At June 30, 2025, the City reported deferred outflows and deferred inflows for the Miscellaneous and Safety Plans from the following sources:

13) EMPLOYEE RETIREMENT PLANS – Continued

	Miscellaneous		Safety	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 1,447,012	$ -	$ 6,140,085	$ -
Differences between actual and expected experience	1,070,696	-	5,420,138	-
Changes in assumptions	-	-	1,333,383	-
Net differences between projected and actual earnings on plan investments	2,726,836	-	6,848,880	-
Total	$ 5,244,544	$ -	$ 19,742,486	$ -

The $1,447,012 and $6,140,085 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction/(increase) of the net pension liability/(asset) in the year ended June 30, 2026. Other amounts reported as deferred outflows and deferred inflows related to pensions will be recognized as pension expense as follows:

Year Ending June 30,	Deferred Outflows/Inflows of Resources, Net	
	Miscellaneous	Safety
2026	$ 692,260	$ 2,913,817
2027	4,492,920	13,840,901
2028	(583,153)	(956,689)
2029	(804,495)	(2,195,628)
2030	-	-
Thereafter	-	-

Payable to the Pension Plan: The City had no outstanding contributions to the pension plan required for the year ended June 30, 2025.

14) PUBLIC AGENCY RETIREMENT SYSTEM (PARS)

A) General Information about the EPMC Replacement Supplemental Pension Plan

Plan Description and Benefits Provided

Effective November 1, 2007, the City established an agent multiple-employer defined benefit plan to supplement the current CalPERS retirement benefits that is to be administered for the City by the Public Agency Retirement System (PARS), a third-party administrator. The plan meets the requirements of a pension trust under California Government Code. Phase II Systems is the PARS Trust Administrator. PARS issues a publicly available financial report that may be obtained from the Public Agency Retirement Services, 4350 Von Karman Ave., Newport Beach, CA 92660.

The EPMC Replacement Plan was established to replace a long-standing benefit for city employees no longer allowed by CalPERS. The plan provides for a benefit in an amount equal to the member's years of service, times the member's final pay, times the CalPERS age factor, times .70% for miscellaneous employees (times .89% for safety employees). At the time of retirement, employees will make an election to receive either a lump sum payment or receive ongoing stipends over their lifetime.

14) PUBLIC AGENCY RETIREMENT SYSTEM (PARS) - Continued

Employees shall be eligible to receive benefits under this plan if he or she meets all of the following requirements under one of the following tiers:

Tier 1

- Full time miscellaneous employees on or after July 1, 2004 but hired prior to July 1, 2011.
- Classified as a department head or city council, employee represented by the Confidential Employees' Association, General Employees' Association, West Covina Maintenance and Crafts Employees' Association, Mid-Management Employees' Association and Non-Sworn Support Employees' Association.
- Has had compensable earnings under CalPERS impacted by CalPERS regulation, thereby causing a reduction in CalPERS benefits.
- At least fifty (50) years of age.
- Has completed at least one year of employment.
- Has terminated employment with the City and concurrently retired under
- CalPERS under a regular service retirement and remains in retired status under CalPERS.
- Has applied for benefits under this plan.

Tier 2

- Full time miscellaneous employees on or after July 1, 2004 but hired prior to July 1, 2011.
- Fire safety employee on or after July 1, 2004 but hired prior to July 1, 2012.
- Police management employee on or after July 1, 2004 but hired prior to December 31, 2012, or an employee hired prior to January 1, 2013 who promotes or transfers to police management position on or after January 1, 2013.
- Not represented by the West Covina Police Officers Association.
- Has had compensable earnings under CalPERS impacted by CalPERS regulation, thereby causing a reduction in CalPERS benefits.
- At least fifty (50) years of age.
- Has completed at least one year of employment
- Has terminated employment with the City and concurrently retired under CalPERS under a regular service retirement, and remains in retired status under CalPERS.
- Has applied for benefits under this plan.

Contributions - The City makes all contributions to these plans. Participants do not make any contributions. The actuarially required contribution is determined on the funding policy and most recent measurement available when the contribution for the reporting period was adopted. The City is funding the plan to pay the benefit payments payable each year. The City's contribution for the year ended June 30, 2024 was $44,098.

14) PUBLIC AGENCY RETIREMENT SYSTEM (PARS) - Continued

Employees Covered

At June 30, 2023, the valuation date, the following employees were covered by the benefit terms for the plan:

	EPMC
Inactive employees or beneficiaries currently receiving benefits	33
Inactive employees entitled but not currently receiving benefits	22
Active employees	45
Total	100

Net Pension Liability

The City's net pension liability for the Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of the Plan is measured as of June 30, 2024, using an annual actuarial valuation as of June 30, 2023. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

Actuarial Assumptions - The total pension liabilities in the June 30, 2023 actuarial valuations were determined using the following actuarial assumptions:

	EPMC
Valuation date	June 30, 2023
Measurement date	June 30, 2024
Actuarial cost method	entry-age normal
Actuarial assumptions:	
Discount rate	3.96% at June 30, 2024 3.70% at June 30, 2023
Inflation	2.50%
Mortality	CalPERS 2000-2019 Experience Study
Mortality Improvement	Mortality projected fully generation with scale MP-2021

Discount Rate

GASB 67 and 68 generally require that a blended discount rate be used to measure the Total Pension Liability (the Actuarial Accrued Liability calculated using the Individual Entry Age Normal Cost Method). The long-term expected return on plan investments may be used to discount liabilities to the extent that the plan's Fiduciary Net Position (fair market value of assets) is projected to cover benefit payments and administrative expenses. A 20-year high quality (AA/Aa or higher) municipal bond rate must be used for periods where the Fiduciary Net Position is not projected to cover benefit payments and administrative expenses. Determining the discount rate under GASB 67 and 68 will often require that the actuary performs complex projections of future benefit payments and asset values.

14) PUBLIC AGENCY RETIREMENT SYSTEM (PARS) - Continued

The following circumstances were included in the evaluation of sufficiency for the City:

- Annual contributions of 0.7% of payroll (closed group basis) are assumed (beginning with 2015/16).
- Benefit payments are annually withdrawn from the Trust until assets are exhausted and then benefit payments made directly by the City.
- All cash flows are assumed to occur on average halfway through the year.
- The long-term expected rate of return on pension plan investments is 5.75%.
- The actuarial assumptions do not change.
- GASB 67 and 68 specify that the projections regarding future solvency assume that plan assets earn the assumed rate of return and there are no future changes in the plan provisions or actuarial methods and assumptions, which means that the projections would not reflect any adverse future experience which might impact the plan's funded position.

Based on these circumstances, it is the actuary's opinion that a depletion date projection is not appropriate. Therefore, the discount rate is based on the projected portion of the Total Pension Liability funded by the Fiduciary Net Position in each future year. For the funded portion, the long-term expected rate of return on pension plan investments (5.75%) was used. For the unfunded portion, the Bond Buyer 20-Bond Go Index as of the June 30, 2024, measurement date (3.93%) was used. The discount rate used (3.96%) represents the single equivalent rate of return, as described under GASB 68 (paragraph 31).

The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation.

The table bellows reflects the long-term expected real rate of return by asset class:

Asset Class	Target Allocation	Expected Real Rate of Return
Global Equity	60%	4.56%
Fixed Income	35%	0.78%
Cash	5%	-0.50%
Total	100.00%	

The plan's fiduciary net position was not projected to be available to make all projected future benefit payments of current retirees. Therefore, the discount rate for calculating the total pension liability is equal to the single equivalent rate that results in the same actuarial present value as the long-term expected rate of return applied to benefit payments, to the extent that the plan's fiduciary net position is projected to be sufficient to make projected benefit payments, and the municipal bond rate applied to benefit payments, to the extent that the plan's fiduciary net position is not projected to be sufficient. The City chose the Bond Buyer General Obligation 20-Bond Index resulting in the use of a 3.96% discount rate (single equivalent rate of return) in calculating the pension liability.

14) PUBLIC AGENCY RETIREMENT SYSTEM (PARS) - Continued

Changes in the Net Pension Liability

The changes in the net pension liability for the Plan are as follows:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2023 (June 30, 2024 reporting date)	$ 1,053,956	$ 31,135	$ 1,022,821
Changes in the year:			
Service cost	25,281	-	25,281
Interest on the total pension liability	39,425	-	39,425
Changes of benefit terms	-	-	-
Differences between expected and actual experience	-	-	-
Changes in assumptions	(25,498)	-	(25,498)
Contributions from the employer	-	44,098	(44,098)
Net investment income	-	4,722	(4,722)
Benefit payments, including refunds	(27,374)	(27,374)	-
Administrative/other expense	-	(285)	285
Net changes	11,834	21,161	(9,327)
Balance at June 30, 2024 (June 30, 2025 reporting date)	$ 1,065,790	$ 52,296	$ 1,013,494

Sensitivity of the Net Pension Liability to Changes in the Discount Rate – The following presents the net pension liability (asset) of the City for the Plan, calculated using the discount rate for the Plan, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

1% Decrease		2.96%
Net Pension Liability	$	1,118,639
Current Discount Rate		3.96%
Net Pension Liability	$	1,013,494
1% Increase		4.96%
Net Pension Liability	$	925,606

Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

For the year ended June 30, 2025, the City recognized pension expense of $72,596 for the Plan. At June 30, 2025, the City reported deferred outflows and deferred inflows related to the Plan from the following sources:

14) PUBLIC AGENCY RETIREMENT SYSTEM (PARS) - Continued

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 50,261	$ -
Differences between actual and expected experience	14,625	18,576
Changes in assumptions	69,278	96,245
Net differences between projected and actual earnings on plan investments	-	58
Total	$ 134,164	$ 114,879

The $50,261 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2026. Other amounts reported as deferred outflows and deferred inflows related to pensions will be recognized as pension expense as follows:

Year Ending June 30,	EPMC
2026	$ 7,907
2027	(8,367)
2028	(27,675)
2029	(2,841)
2030	-
Thereafter	-

Payable to the Pension Plan: The City had no outstanding contributions to the pension plan required for the year ended June 30, 2025.

B) Supplemental Retirement Plan for Executive Staff and City Council Pension Plan

Plan Description and Benefits Provided

Effective November 1, 2007, the City established a agent multiple-employer defined benefit plan to supplement the current CalPERS retirement benefits that is to be administered for the City by with the Public Agency Retirement System (PARS), a third-party administrator. The plan meets the requirements of a pension trust under California Government Code. Phase II Systems is the PARS Trust Administrator. The plan does not issue separate financial reports and is closed to new hires.

This agent multiple-employer defined benefit pension plan is separated into three tiers.

Tier 1 (full-time non-safety Department Head and the City Manager) and Tier 2 (City Council) provides an additional retirement amount to miscellaneous department heads, City Manager and City Council in an amount equal to the amount of $823 per month. This benefit amount increases each year by CPI, up to 2%. In order to be eligible for this benefit, participants must have five years of service with the City and must retire into PERS from the City.

14) PUBLIC AGENCY RETIREMENT SYSTEM (PARS) - Continued

Tier 3 (City Manager) provides an increased retirement benefit to a former City Manager consistent with the terms of his contract. It will convert the retirement formula for all years of prior CalPERS service at non-West Covina agencies to the CalPERS 2.5% @ 55 formula currently in place with the City of West Covina.

Contributions

All three tiers are combined for funding purposes in this plan. The City makes all contributions to these plans. Participants do not make any contributions. The actuarially required contribution is determined on a pay as you go funding policy and most recent measurement available when the contribution for the reporting period was adopted. The City is funding the plan to pay the benefit payments payable each year. The City's contribution for the year ended June 30, 2025 was $94,198.

Employees Covered

At June 30, 2023, the actuarial date, the following employees were covered by the benefit terms for the plan:

	Supplemental
Inactive employees or beneficiaries currently receiving benefits	11
Active employees	1
Total	12

Net Pension Liability

The City's net pension liability for the Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of the Plan is measured as of June 30, 2024, using an annual actuarial valuation as of June 30, 2023. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

	Supplemental
Valuation date	June 30, 2023
Measurement date	June 30, 2024
Actuarial cost method	entry-age normal, closed to new entrants
Actuarial assumptions:	
Discount rate	3.94% at June 30, 2024 3.67% at June 30, 2023
Inflation	2.50%
Salary Increase	3.00%
Benefit Increase	2.00%
Mortality	CalPERS 2000 - 2019 Experience Study
Investment Rate of Return	5.75%

14) PUBLIC AGENCY RETIREMENT SYSTEM (PARS) - Continued

Discount Rate

GASB 67 and 68 generally require that a blended discount rate be used to measure the Total Pension Liability (the Actuarial Accrued Liability calculated using the Individual Entry Age Normal Cost Method). The long-term expected return on plan investments may be used to discount liabilities to the extent that the plan's Fiduciary Net Position (fair market value of assets) is projected to cover benefit payments and administrative expenses. A 20-year high quality (AA/Aa or higher) municipal bond rate must be used for periods where the Fiduciary Net Position is not projected to cover benefit payments and administrative expenses. Determining the discount rate under GASB 67 and 68 will often require that the actuary perform complex projections of future benefit payments and asset values. GASB 67 (paragraph 43) and 68 (paragraph 29) do allow for alternative evaluations of projected solvency, if such evaluation can reliably be made. GASB does not contemplate a specific method for making an alternative evaluation of sufficiency; it is left to professional judgment.

The following circumstances justify an alternative evaluation of sufficiency for the City:

- The City ceased contributions and withdrawals from the Trust. The City will pay benefits directly to retirees until the trust is sufficient, on an expected basis, to pay all remaining benefits.
- All cash flows are assumed to occur on average halfway through the year.
- The long-term expected rate of return on pension plan investments is 5.75%.
- The actuarial assumptions do not change.
- GASB 67 and 68 specify that the projections regarding future solvency assume that plan assets earn the assumed rate of return and there are no future changes in the plan provisions or actuarial methods and assumptions, which means that the projections would not reflect any adverse future experience which might impact the plan's funded position.

Based on these circumstances, it is the actuary's opinion that a depletion date projection is not appropriate. Therefore, the discount rate is based on the projected portion of the Total Pension Liability funded by the Fiduciary Net Position in each future year. For the funded portion, the long-term expected rate of return on pension plan investments (5.75%) was used. For the unfunded portion, the Bond Buyer 20-Bond Go Index as of the June 30, 2024, measurement date, (3.93%) was used. The discount rate used (3.94%) represents the single equivalent rate of return, as described under GASB 68 (paragraph 31).

The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation.

The table below reflects the long-term expected real rate of return by asset class:

Asset Class	Target Allocation	Expected Real Rate of Return
Equity	60%	4.56%
Fixed Income	35%	0.78%
Cash	5%	-0.50%
Total	100.00%	

14) PUBLIC AGENCY RETIREMENT SYSTEM (PARS) - Continued

The plan's fiduciary net position was not projected to be available to make all projected future benefit payments of current retirees. Therefore, the discount rate for calculating the total pension liability is equal to the single equivalent rate that results in the same actuarial present value as the long-term expected rate of return applied to benefit payments, to the extent that the plan's fiduciary net position is projected to be sufficient to make projected benefit payments, and the municipal bond rate applied to benefit payments, to the extent that the plan's fiduciary net position is not projected to be sufficient. The City chose the Bond Buyer General Obligation 20-Bond Index resulting in the use of a 3.65% discount rate (single equivalent rate of return) in calculating the pension liability.

Changes in the Net Pension Liability

The changes in the net pension liability, with a measurement date of June 30, 2024, for the Plan are as follows:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Balance at June 30, 2023 (June 30, 2024 reporting date)	$ 4,071,798	$ 235,886	$ 3,835,912
Changes in the year:			
Service cost	-	-	-
Interest on the total pension liability	146,119	-	146,119
Changes of benefit terms	-	-	-
Differences between expected and actual experience	-	-	-
Changes in assumptions	(139,559)	-	(139,559)
Contributions from the employer	-	86,183	(86,183)
Net investment income	-	18,589	(18,589)
Benefit payments, including refunds	(180,714)	(180,714)	-
Administrative/other expense	-	(1,403)	1,403
Net changes	(174,154)	(77,345)	(96,809)
Balance at June 30, 2024 (June 30, 2025 reporting date)	$ 3,897,644	$ 158,541	$ 3,739,103

Sensitivity of the Net Pension Liability to Changes in the Discount Rate – The following presents the net pension liability (asset) of the City for the Plan, calculated using the discount rate for the Plan, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

1% Decrease		2.94%
Net Pension Liability	$	4,298,002
Current Discount Rate		3.94%
Net Pension Liability	$	3,739,103
1% Increase		4.94%
Net Pension Liability	$	3,283,868

For the year ended June 30, 2025, the City recognized pension expense/(credit) of ($2,449). At June 30, 2025, the City reported deferred outflows and deferred inflows related to the Plan from the following sources:

14) PUBLIC AGENCY RETIREMENT SYSTEM (PARS) - Continued

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 94,198	$ -
Net differences between projected and actual earnings on plan investments	4,201	-
Total	$ 98,399	$ -

The $94,198 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2026. Other amounts reported as deferred outflows and deferred inflows related to pensions will be recognized as pension expense as follows:

Year Ending June 30,	Supplemental
2026	$ (2,976)
2027	11,223
2028	(2,427)
2029	(1,619)
2030	-
Thereafter	-

Payable to the Pension Plan: The City had no outstanding contributions to the pension plan required for the year ended June 30, 2025.

15) DEFINED CONTRIBUTION RETIREMENT PLAN

During the 1991-1992 fiscal year, the City established the West Covina Part-Time Retirement Plan, a defined contribution retirement plan, for all non-benefited, part-time employees in accordance with Internal Revenue Code Section 457, to conform to Section 3121(b)(7)(F) of the Internal Revenue Code added by the Omnibus Budget Reconciliation Act of 1990. The plan is administered by Nationwide Retirement Solutions. The plan was established by the authority of the City Council who retains the authority to amend the plan.

A defined contribution pension plan provides pension benefits in return for services rendered, provides an individual account for each participant, and specifies how contributions to the individual's account are to be determined instead of specifying the amount of benefits the individual is to receive. Under a defined contribution pension plan, the benefits a participant will receive depend solely on the amount contributed to the participant's account and the returns earned on investments of the contributions.

Part-time, non-benefited, non-persable employees of the City must participate in the plan. During 2012-13, 195 part-time employees participated in the plan. All contributions to the plan vest immediately. An employee who leaves the City is entitled to all contributions and earnings applied to the individual's account through the date of separation, less legally required income tax withholding. Contribution levels into the deferred compensation plan were established by City Council resolution at 0% for the City and 7.5% for non-benefited, non-persable part-time employees.

15) DEFINED CONTRIBUTION RETIREMENT PLAN - Continued

During the year, total required and actual contributions amounted to $77,581 and covered payroll for the year ended June 30, 2024 totaled $1,536,658. No contributions were made by the City and employees contributed $115,251 (7.5% of current covered payroll). Total plan assets at June 30, 2024 were $880,170. Plan assets are held in trust for the exclusive benefit of participants and their beneficiaries and, therefore, are not included in the financial statements.

16) OTHER POST EMPLOYMENT BENEFITS

General Information About the OPEB Plan

Plan Descriptions

Medical - The City administers a single-employer defined benefit plan which provides healthcare benefits to eligible retirees and their dependents in accordance with various labor agreements. There are no assets accumulated in a GASB-compliant trust. City paid amounts are capped at varying amounts depending on employee's bargaining unit, as follows:

- Police:
  - $1,005 per month for employees hired before July 1, 2012, with five years of sworn service or hired after July 1, 2012, with more than twenty years of sworn service
  - PEMHCA minimum amount ($157 and $158 per month in calendar years 2024 and 2025, respectively) for employees hired after July 1, 2012, with less than twenty years of sworn service
- Fire:
  - $1,005 per month for employees hired before July 1, 2012, with five years of sworn service
  - PEMHCA minimum amount ($157 and $158 per month in calendar years 2024 and 2025, respectively) for employees hired after July 1, 2012
- Miscellaneous:
  - PEMHCA minimum amount ($157 and $158 per month in calendar years 2024 and 2025, respectively).

Life Insurance - Eligible retirees, in accordance with various labor agreements, receive life insurance benefits from the City as follows:

- $500 Confidential/Exempt, General, Maintenance and Non-Sworn Safety bargaining units
- $10,000 Executive Management, Mid-Management, Police Management (retired after September 1, 2006), Fire Management and Fire bargaining units
- $10,500 Police bargaining unit

Employees Covered by Benefit Terms - As of the June 30, 2024 measurement date, the following current and former employees were covered by the benefit terms under the Plan:

Active Employees	294
Inactive employees entitled to, but not yet receiving benefits	5
Retirees or spouses of retirees currently receiving benefits	279
Total	578

16) OTHER POST EMPLOYMENT BENEFITS – Continued

Contributions - The contribution requirements of plan members and the City are established and may be amended by City Council. The contribution required to be made under City Council and bargaining unit requirements is based on a pay-as-you-go basis (i.e. as medical insurance premiums become due). For fiscal year ended June 30, 2025, the City contributed $2,657,728 to the plan, including $2,212,728, for current premiums (100% of total premiums), and $445,000 of implied subsidy premiums.

Total OPEB Liability - The City's total OPEB liability was measured as of June 30, 2024 and the total OPEB liability determined by an actuarial valuation dated June 30, 2023, based on the following actuarial methods and assumptions:

Valuation Date	June 30, 2023
Actuarial Cost Method	Entry Age Actuarial Cost
Mortality	CalPERS 2000 - 2019 Experience Study
Health Care Trend Rate	Non-Medicare - 7.9% for 2025, 3.45% ultimate
	Medicare (non-Kaiser) - 6.90% for 2025, 3.45% ultimate
	Medicare (Kaiser) - 5.65% for 2025, 3.45% ultimate
PEMHCA Minimum Increase	3.5% Annually
Inflation Rate	2.50%
Salary Changes	2.75%
Discount Rate	3.93% at June 30, 2024
	3.65% at June 30, 2023

Discount Rate - The discount rate used to measure the total OPEB liability was 3.93% at June 30, 2024.

Changes in the Total OPEB Liability

	Total OPEB Liability (TOL)
Balance at June 30, 2024 (2023 Measurement Date)	$ 57,255,537
Changes in the year:	
Service cost	1,245,805
Interest on the total OPEB liability	2,088,882
Differences between expected and actual experience	-
Changes of assumptions	(1,984,632)
Benefit payments, including refunds	(2,543,399)
Net changes	(1,193,344)
Balance at June 30, 2025 (2024 Measurement Date)	$ 56,062,193

Sensitivity of the Total OPEB Liability to changes in the Discount Rate - The following presents the total OPEB liability of the City if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

	Discount Rate 1% Lower	Valuation Discount Rate	Discount Rate 1% Higher
Total OPEB liability (asset)	$ 63,700,126	$ 56,062,193	$ 49,799,018

16) OTHER POST EMPLOYMENT BENEFITS – Continued

Sensitivity of the Total OPEB Liability to changes in the Healthcare Cost Trend Rates - The following presents the total OPEB liability of the District, as well as what the District's Total OPEB would be if it were calculated using a healthcare cost trend rate that is 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rate:

	1% Decrease	Current Healthcare Cost Trend Rate	1% Increase
Total OPEB liability (asset)	$ 53,665,633	$ 56,062,193	$ 58,610,195

OPEB Expense and Recognition of Deferred Outflows/Inflows of Resources Related to OPEB

The Plan Fiduciary Net Position was $0 at the June 30, 2024 measurement date, as the City is not prefunding with an OPEB trust. The City does not have assets accumulated in a trust that meets the criteria of GASB 75 to pay related benefits.

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. Amounts are first recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense. The net difference between projected and actual earnings on OPEB plan investments is amortized using the straight-line method over 5 years, while all other amounts are amortized over the expected average remaining service lifetime (EARSL) of plan participants, which was 5.1 years as of the 2019 valuation date.

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the year ended June 30, 2025, the City recognized OPEB expense/(credit) of $1,319,582. The City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows	Deferred Inflows
OPEB Contributions Subsequent to the Measurement Date	$ 2,657,728	$ -
Changes of Assumptions	265,791	7,180,185
Net differences between expected and actual experience	1,738,563	1,739,744
Total	$ 4,662,082	$ 8,919,929

The $2,657,728 reported as deferred outflows of resources related to contributions subsequent to the June 30, 2024 measurement date will be recognized as a reduction of the net OPEB liability during the fiscal year ended June 30, 2026. Other amounts reported as deferred outflows of resources related to OPEB will be recognized as expense as follows:

Year Ending June 30,	
2026	$ (4,520,585)
2027	(2,053,574)
2028	91,769
2029	(220,548)
2030	(212,637)
Thereafter	-

17) COMMITMENTS AND CONTINGENCIES

A) In 1989, in order to assist in the expansion of the Fashion Plaza shopping center, the City enacted an ordinance to allow the Redevelopment Agency of the City of West Covina (the predecessor to the West Covina Community Development Commission) to receive the sales tax generated as a result of the expansion project. At the same time, the City enacted an ordinance providing a credit for sales tax payable by the developer in the amount equal to the sales tax due to the redevelopment agency. These sales tax ordinances and related agreements between the City and the Agency essentially transferred the sales tax increment due to the Fashion Plaza expansion project from the City to the Agency.

B) On July 25, 2005, the Board of Directors of the former West Covina Community Development Commission adopted Resolution No. 2005-50. By this resolution, the Board of Directors authorized the Commission to reimburse the City of West Covina over a period of 17 years for the sales tax revenue that had essentially been shifted from the City to the Agency. These budgeted interfund transfers between the primary government of the City of West Covina and the former Community Development Commission will be recorded in the fiscal year that they result in a flow of current financial resources, as required by the measurement focus prescribed for governmental funds. As a result of the dissolution of the Redevelopment Agency, the Department of Finance has deemed this agreement as an unenforceable obligation.

C) Outstanding construction commitments at year-end were approximately $1.3 million.

18) SUCCESSOR AGENCY DISCLOSURES

The assets and liabilities of the Commission's former non-housing redevelopment activities were transferred to the City in its fiduciary capacity as the Successor Agency to the Redevelopment Agency of the City of West Covina on February 1, 2012, as a result of the dissolution of California redevelopment agencies. These assets and liabilities and any activities related to them are reported in the City's fiduciary private-purpose trust fund financial statements. Disclosures related to these assets and liabilities are as follows:

Due from the City of West Covina

As part of the dissolution process, AB1484 required the Successor Agency to have due diligence reviews of both the low and moderate-income housing funds and all other funds to be completed by October 15, 2012, and January 15, 2013, to compute the funds (cash) which were not needed by the Successor Agency to be retained to pay for existing enforceable obligations. The Successor Agency remitted $1,891,166 to the County Auditor-Controller (CAC) on December 19, 2012, for the low and moderate-income housing funds due diligence review.

The due diligence review for all other funds was finalized with the final letter of determination issued by the DOF on April 24, 2013. The DOF determined that the principal and interest payments made by the former Community Development Commission totaling $12,205,531 on various loans from the City of West Covina for the period January 1, 2011, to June 30, 2012, were on loans not made within the first two years of the formation of the former redevelopment agency. The DOF ordered the Successor Agency to remit $11,578,351 to the CAC within five days from the date of the letter. City management, in consultation with its legal counsel, did not agree with the DOF's decision and filed a lawsuit to contest the decision. The City also did not remit the payments that were disallowed to the CAC. In December 2015, the City entered into a settlement agreement, which requires the City to repay the $11,578,351 over a period of 20 years. See additional details on the long-term payable in Note 8. As the City repays the Successor Agency, the Successor Agency will remit the amounts collected to the CAC.

18) SUCCESSOR AGENCY DISCLOSURES – Continued

The City reported a long-term liability of $5,789,171 (reported as part of notes payable) in governmental activities and a receivable of $5,789,171 in the Successor Agency related to the DOF's determination at June 30, 2025.

Land Held for Resale

Land held for resale is valued at the lower of cost or the sales price per contract with the developer. The land held for resale at June 30, 2025 was comprised of BKK Project in the amount of $54,279.

Long-Term Liabilities

Changes in long-term liabilities for the Successor Agency are as follows:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Tax Allocation Bonds:					
Series 2017, Refunding	$ 5,410,000	$ -	$ (1,255,000)	$ 4,155,000	$ 1,290,000
Premium	164,723	-	(14,975)	149,748	14,975
Developer Agreement Payable	88,596,648	-	-	88,596,648	-
Total	$ 94,171,371	$ -	$ (1,269,975)	$ 92,901,396	$ 1,304,975

2017 Tax Allocation Revenue Refunding Bonds

On February 14, 2017, the Successor Agency issued Tax Allocation Revenue Refunding bonds, Series 2017A (Tax-Exempt) and 2017B (Federally Taxable). These bonds refinanced the 1998 Housing Set-Aside Tax Allocation Bonds Series A & B, the 2001 Housing Set-Aside Tax Allocation Revenue Bonds, the 2002 Tax Allocation Refunding Bonds and the 1999 Taxable Variable Rate Demand Tax Allocation Bonds.

The bonds are payable from and secured solely from the Trust Estate, which will consist primarily of principal and interest payments on the Local Obligations to be purchased by the Authority as set forth in the Agency Indenture. The interest on the Series A bonds is payable semiannually on September 1 and March 1 of each year at interest rates ranging from 2% to 5%. The principal of the Series A bonds is due annually throughout 2026, in amounts ranging from $400,000 to $670,000. The interest on the Series B bonds is payable semiannually on September 1 and March 1 of each year at interest rates ranging from 1% to 3.75%. The principal of the Series B bonds is due annually throughout 2032, in amounts ranging from $145,000 to $1,215,000. The reserve requirement was fully funded as of June 30, 2025. The principal balance of outstanding bonds at June 30, 2025 was $4,155,000.

The future debt service requirements for the bonds are as follows:

18) SUCCESSOR AGENCY DISCLOSURES – Continued

Fiscal Year Ending June 30,	Principal	Interest	Total
2025	$ 1,290,000	$ 117,281	$ 1,407,281
2026	1,200,000	78,007	1,278,007
2027	145,000	58,409	203,409
2028	415,000	48,700	463,700
2029	425,000	33,469	458,469
2030	435,000	17,344	452,344
2031	150,000	6,375	156,375
2032	95,000	1,781	96,781
Totals	$ 4,155,000	$ 361,366	$ 4,516,366

Developer Agreement Payable

On June 26, 1989, the Commission entered into an agreement with a developer to share certain future tax revenues generated by the Community Facilities District. Since 1992, the developer's share of revenues totaled $55,372,039, the unpaid balance accrues interest at a rate of 10%. The Commission has made payments to the developer totaling $21,678,037. The balance outstanding at June 30, 2025 was $88,596,648. The Developer Advances are repaid by the Commission only from available funds in the Repayment Fund. The Repayment Fund is funded in any year the total of the Minimum Special, Tax and Agency Contributions exceeds the annual debt service on the Public Financing of the 1996 Special Tax Refunding Bonds. According to the Developer Agreement, the Agency Contributions terminate once the outstanding principal and accrued interest on these bonds are paid in full.

The bonds were paid in full on September 1, 2022. As of June 30, 2025, the Community Facilities District had a restricted cash balance of $6,514,513. The City has engaged a consulting firm to provide a closeout report for the District’s remaining funds to determine the appropriate disposition. Once complete, a detailed Closeout Analysis and Findings Report will be issued with a list of delinquencies, the requirements for fund disposition, and the list of parcels and their refunds amount if applicable.

19) LEASES

Lease Receivable - In prior fiscal years, the City entered into various land lease agreements with third parties to lease pieces of land owned by the City. The initial lease terms ranged from 5 to 30 years. The City currently receives monthly payments from all leases of $42,064. The City recognized $422,051 in lease revenue and approximately $119,000 in interest revenue during the current fiscal year related to the various leases. As of June 30, 2025, the City’s receivable for lease payments was $5,991,709. Also, the City has a deferred inflow of resources associated with leases that will be recognized as revenue over the lease terms. As of June 30, 2025, the balance of the deferred inflow of resources was $5,991,709.

REQUIRED SUPPLEMENTARY INFORMATION

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual - General Fund
Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Taxes	$ 71,415,600	$ 73,078,600	$ 72,857,131	$ (221,469)
Licenses and Permits	2,793,300	2,793,300	2,553,750	(239,550)
Fines and Forfeitures	900,000	900,000	844,646	(55,354)
Investment Income	1,134,000	1,134,000	1,841,289	707,289
Rental Income	1,226,500	1,226,500	1,002,837	(223,663)
Revenue from Other Agencies	2,166,087	2,256,942	2,842,527	585,585
Charges for Services	9,241,800	9,416,800	9,820,742	403,942
Other Revenues	1,350,795	2,457,295	1,712,631	(744,664)
Total Revenues	90,228,082	93,263,437	93,475,553	212,116
EXPENDITURES				
Current:				
General Government	5,866,752	5,795,541	5,409,825	385,716
Public Safety	58,170,493	60,757,237	59,648,364	1,108,873
Public Works	6,954,558	6,787,064	6,430,870	356,194
Community Services	3,241,730	2,841,065	2,637,555	203,510
Community Development	729,628	762,645	752,601	10,044
Total Expenditures	74,963,161	76,943,552	74,879,215	2,064,337
Excess (Deficiency) of Revenues over Expenditures	15,264,921	16,319,885	18,596,338	2,276,453
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	(15,263,586)	(17,110,577)	(16,326,236)	784,341
Total Other Financing Sources (Uses)	(15,263,586)	(17,110,577)	(16,326,236)	784,341
Net Change in Fund Balances	1,335	(790,692)	2,270,102	3,060,794
Fund Balances, Beginning	21,858,937	21,858,937	21,858,937	-
Fund Balances, Ending	$ 21,860,272	$ 21,068,245	$ 24,129,039	$ 3,060,794

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - West Covina Housing Authority Special Revenue Fund
Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Investment Income	$ 174,000	$ 174,000	$ 316,737	$ 142,737
Other Revenues	-	-	25,050	25,050
Total Revenues	174,000	174,000	341,787	167,787
EXPENDITURES				
Current:				
General Government	-	-	8,577	(8,577)
Public Works	20,500	25,564	25,564	-
Community Development	863,956	858,892	638,635	220,257
Total Expenditures	884,456	884,456	672,776	211,680
Excess (Deficiency) of Revenues over Expenditures	(710,456)	(710,456)	(330,989)	379,467
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	(710,456)	(710,456)	(330,989)	379,467
Fund Balance, Beginning, Restated	19,899,134	19,899,134	19,899,134	-
Fund Balance, Ending	$ 19,188,678	$ 19,188,678	$ 19,568,145	$ 379,467

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Proposition A Special Revenue Fund
Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Taxes	$ 3,034,660	$ 3,034,660	$ 2,966,425	$ (68,235)
Investment Income	27,600	27,600	72,350	44,750
Total Revenues	3,062,260	3,062,260	3,038,775	(23,485)
EXPENDITURES				
Current:				
General Government	-	-	-	-
Public Works	-	-	-	-
Community Services	2,425,935	2,425,935	2,047,639	378,296
Total Expenditures	2,425,935	2,425,935	2,047,639	378,296
Excess (Deficiency) of Revenues over Expenditures	636,325	636,325	991,136	354,811
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	13,354	13,354
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	13,354	13,354
Net Change in Fund Balance	636,325	636,325	1,004,490	368,165
Fund Balance, Beginning	962,049	962,049	962,049	-
Fund Balance, Ending	$ 1,598,374	$ 1,598,374	$ 1,966,539	$ 368,165

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - State Gas Tax Special Revenue Fund
Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Taxes	$ 2,805,101	$ 2,805,101	$ 2,990,203	$ 185,102
Investment Income	140,700	140,700	252,874	112,174
Revenue from Other Agencies	2,981,527	2,981,527	3,033,473	51,946
Charges for Services	-	-		-
Total Revenues	5,927,328	5,927,328	6,276,550	349,222
EXPENDITURES				
Current:				
General Government	-	3,500	3,500	-
Public Works	8,244,984	13,473,258	7,956,196	5,517,062
Community Services	9,194	9,194	1,701	7,493
Community Development	1,649	1,649	535	1,114
Total Expenditures	8,255,827	13,487,601	7,961,932	5,525,669
Excess (Deficiency) of Revenues over Expenditures	(2,328,499)	(7,560,273)	(1,685,382)	5,874,891
OTHER FINANCING SOURCES (USES)				
Transfers In	567,200	567,200	567,200	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	567,200	567,200	567,200	-
Net Change in Fund Balance	(1,761,299)	(6,993,073)	(1,118,182)	5,874,891
Fund Balance, Beginning	7,959,021	7,959,021	7,959,021	-
Fund Balance, Ending	$ 6,197,722	$ 965,948	$ 6,840,839	$ 5,874,891

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - ARPA Special Revenue Fund
Year Ended June 30, 2025

	Budgeted Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
REVENUES				
Revenue from Other Agencies	$ -	$ 3,020,470	$ 1,723,464	$ (1,297,006)
Total Revenues	-	3,020,470	1,723,464	(1,297,006)
EXPENDITURES				
Current:				
General Government	-	2,263,711	864,737	1,398,974
Public Works	-	-	801,852	(801,852)
Community Services	-	756,759	56,875	699,884
Total Expenditures	-	3,020,470	1,723,464	1,297,006
Excess (Deficiency) of Revenues over Expenditures	-	-	-	-
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balance	-	-	-	-
Fund Balance, Beginning	-	-	-	-
Fund Balance, Ending	$ -	$ -	$ -	$ -

City of West Covina
Notes to Required Supplementary Information
Year Ended June 30, 2025

BUDGETS AND BUDGETARY ACCOUNTING

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for governmental funds. The City Council approves each year's budget submitted by the City Manager prior to the beginning of the fiscal year. Public meetings are conducted prior to its adoption by the City Council. It is the City Council's goal to adopt an annual balanced budget, a budget in which current revenues equal recurring expenditures.

After adoption of the final budget, the City Manager has authority to adjust the amounts appropriated within the funds and activities of a fund, provided, however, that the total appropriations for each fund may not exceed the amounts provided in the budget resolution. The City Manager is also authorized to approve continuing appropriations at year-end for capital improvement projects and other expenditures previously approved by the City Council. Budget modifications between funds and increases or decreases to a fund's overall budget must be approved by the City Council.

Numerous properly authorized amendments are made during the fiscal year.

Budgetary control is enhanced by integrating the budget into the general ledger accounts. Encumbrance accounting (e.g. purchase orders) is employed by the City.

City of West Covina
Required Supplementary Information
Year Ended June 30, 2025

Schedule of Changes in the Net Pension Liability and Related Ratios - Last 10 Years
CalPERS Pension Plan - Miscellaneous

	Measurement Period				
Total Pension Liability	2024	2023	2022	2021	2020
Service cost	$ 1,436,195	$ 1,318,320	$ 1,102,405	$ 1,148,088	$ 1,230,251
Interest on total pension liability	11,832,339	11,539,485	11,240,257	11,357,041	11,161,901
Changes of benefit terms	-	273,751	-	-	-
Changes in assumptions	-	-	4,428,742	-	-
Differences between expected and actual experience	2,600,261	2,575,267	(2,165,000)	605,918	(956,094)
Benefit payments, including refunds	(11,355,436)	(11,190,041)	(10,735,978)	(10,630,997)	(9,824,549)
Net change in total pension liability	4,513,359	4,516,782	3,870,426	2,480,050	1,611,509
Total pension liability - beginning	173,842,530	169,325,748	165,455,322	162,975,272	161,363,763
Total pension liability - ending (a)	$ 178,355,889	$ 173,842,530	$ 169,325,748	$ 165,455,322	$ 162,975,272
Plan Fiduciary Net Position					
Contributions - employer	$ 875,331	$ 1,538,513	$ 1,212,228	$ 41,343,222	$ 3,588,307
Contributions - employee	701,939	623,900	671,818	489,857	658,924
Net investment income	14,571,964	9,446,333	(13,283,040)	33,695,359	5,681,537
Benefit payments	(11,355,436)	(11,190,041)	(10,735,978)	(10,630,997)	(9,824,549)
Net Plan to Plan Resource Movement	-	-	-	-	-
Administrative/Other Expense	(128,656)	(116,045)	(112,164)	(115,152)	(162,590)
Other Miscellaneous Income/Expense	-	-	-	-	-
Net change in plan fiduciary net position	4,665,142	302,660	(22,247,136)	64,782,289	(58,371)
Plan fiduciary net position - beginning	158,111,696	157,809,036	180,056,172	115,273,883	115,332,254
Plan fiduciary net position - ending (b)	$ 162,776,838	$ 158,111,696	$ 157,809,036	$ 180,056,172	$ 115,273,883
Net pension liability - ending (a) - (b)	$ 15,579,051	$ 15,730,834	$ 11,516,712	$ (14,600,850)	$ 47,701,389
Plan fiduciary net position as a percentage of the total pension liability	91.27%	90.95%	93.20%	108.82%	70.73%
Covered payroll	$ 8,773,336	$ 7,736,619	$ 6,394,459	$ 7,100,111	$ 7,756,942
Net pension liability as percentage of covered payroll	177.57%	203.33%	180.10%	-205.64%	614.95%

Notes to Schedule of Changes in Net Pension Liability and Related Ratios:

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes which occurred after the June 30, 2018 valuation date. This applies to voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes).

Changes in Assumptions: In 2022, the accounting discount rate was reduced from 7.15 percent to 6.90 percent. In 2017, the accounting discount rate reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflected an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense.) In 2014, amounts reported were based on the 7.5 percent discount rate.

Measurement Period				
2019	2018	2017	2016	2015
$ 1,488,940	$ 1,598,999	$ 1,568,756	$ 1,395,164	$ 1,454,757
11,031,185	10,735,301	10,499,411	10,423,152	10,180,561
-	-	-	-	-
-	(792,110)	8,138,458	-	(2,336,836)
1,166,025	884,485	(1,086,666)	(568,485)	(134,455)
(9,388,384)	(9,225,744)	(8,527,256)	(8,197,448)	(7,534,397)
4,297,766	3,200,931	10,592,703	3,052,383	1,629,630
157,065,997	153,865,066	143,272,363	140,219,980	138,590,350
$ 161,363,763	$ 157,065,997	$ 153,865,066	$ 143,272,363	$ 140,219,980
$ 3,041,783	$ 2,610,696	$ 2,449,585	$ 1,871,710	$ 1,507,469
597,814	785,970	788,064	819,011	714,712
7,327,093	9,216,240	11,531,815	590,110	2,500,142
(9,388,384)	(9,225,744)	(8,527,256)	(8,197,448)	(7,534,397)
-	(266)	-	(4,880)	307
(80,969)	(172,889)	(154,821)	(66,948)	(123,626)
-	(328,320)	-	-	-
1,497,337	2,885,687	6,087,387	(4,988,445)	(2,935,393)
113,834,917	110,949,230	104,861,843	109,850,288	112,785,681
$ 115,332,254	$ 113,834,917	$ 110,949,230	$ 104,861,843	$ 109,850,288
$ 46,031,509	$ 43,231,080	$ 42,915,836	$ 38,410,520	$ 30,369,692
71.47%	72.48%	72.11%	73.19%	78.34%
$ 9,307,621	$ 9,961,993	$ 9,710,654	$ 9,349,710	$ 9,381,292
494.56%	433.96%	441.95%	410.82%	323.73%

City of West Covina
Required Supplementary Information
Year Ended June 30, 2025

Schedule of Changes in the Net Pension Liability and Related Ratios - Last 10 Years
CalPERS Pension Plan - Safety

	Measurement Period			
Total Pension Liability	2024	2023	2022	2021
Service cost	$ 6,947,459	$ 6,622,214	$ 6,180,932	$ 5,563,564
Interest on total pension liability	31,587,096	30,486,947	29,392,100	28,585,424
Changes of benefit terms	-	106,527	-	-
Changes in assumptions	-	-	14,667,222	-
Differences between expected and actual experience	4,498,742	4,789,224	860,268	4,243,730
Benefit payments, including refunds	(26,254,378)	(25,398,301)	(24,245,865)	(23,371,783)
Net change in total pension liability	16,778,919	16,606,611	26,854,657	15,020,935
Total pension liability - beginning	462,938,721	446,332,110	419,477,453	404,456,518
Total pension liability - ending (a)	$ 479,717,640	$ 462,938,721	$ 446,332,110	$ 419,477,453
Plan Fiduciary Net Position				
Contributions - employer	$ 4,985,321	$ 5,593,515	$ 4,920,292	$ 149,228,549
Contributions - employee	2,633,790	2,414,142	2,052,325	2,010,282
Net investment income	39,668,302	25,229,936	(34,949,499)	87,171,072
Benefit payments	(26,254,378)	(25,398,301)	(24,245,865)	(23,371,783)
Net Plan to Plan Resource Movement	-	-	-	-
Administrative/Other Expense	(346,324)	(307,439)	(293,155)	(255,545)
Other Miscellaneous Income/Expense	-	-	-	-
Net change in plan fiduciary net position	20,686,711	7,531,853	(52,515,902)	214,782,575
Plan fiduciary net position - beginning	425,615,287	418,083,434	470,599,336	255,816,761
Plan fiduciary net position - ending (b)	$ 446,301,998	$ 425,615,287	$ 418,083,434	$ 470,599,336
Net pension liability - ending (a) - (b)	$ 33,415,642	$ 37,323,434	$ 28,248,676	$ (51,121,883)
Plan fiduciary net position as a percentage of the total pension liability	93.03%	91.94%	93.67%	112.19%
Covered payroll	$ 20,183,420	$ 19,136,013	$ 18,840,380	$ 17,133,244
Net pension liability as percentage of covered payroll	165.56%	195.04%	149.94%	-298.38%

Notes to Schedule of Changes in Net Pension Liability and Related Ratios:

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes which occurred after the June 30, 2018 valuation date. This applies to voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes).

Changes in Assumptions: In 2022, the accounting discount rate reduced from 7.15 percent to 6.90 percent. In 2017, the accounting discount rate reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflected an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense.) In 2014, amounts reported were based on the 7.5 percent discount rate.

Measurement Period						
2020	2019	2018	2017	2016	2015
$ 5,180,535	$ 5,573,847	$ 5,300,363	$ 5,376,792	$ 4,729,431	$ 4,604,800
27,556,923	26,959,893	26,141,448	25,330,388	24,899,740	24,117,128
-	-	-	-	-	-
-	-	(1,644,342)	21,000,606	-	(5,858,071)
(2,269,271)	706,038	2,470,547	(2,764,123)	(145,882)	(1,760,971)
(22,204,388)	(21,231,071)	(20,444,515)	(19,858,900)	(18,951,025)	(17,865,208)
8,263,799	12,008,707	11,823,501	29,084,763	10,532,264	3,237,678
396,192,719	384,184,012	372,360,511	343,275,748	332,743,484	329,505,806
$ 404,456,518	$ 396,192,719	$ 384,184,012	$ 372,360,511	$ 343,275,748	$ 332,743,484
$ 12,592,111	$ 11,176,490	$ 10,515,780	$ 10,058,079	$ 8,387,165	$ 7,339,064
1,806,665	1,731,882	1,830,019	1,818,024	1,660,160	1,628,630
12,466,983	15,909,762	19,582,552	23,916,665	1,179,228	5,057,426
(22,204,388)	(21,231,071)	(20,444,515)	(19,858,900)	(18,951,025)	(17,865,208)
-	-	(568)	-	4,880	10,338
(354,567)	(174,192)	(364,120)	(321,946)	(137,683)	(254,287)
-	568	(691,471)	-	-	-
4,306,804	7,413,439	10,427,677	15,611,922	(7,857,275)	(4,084,037)
251,509,957	244,096,518	233,668,841	218,056,919	225,914,194	229,998,231
$ 255,816,761	$ 251,509,957	$ 244,096,518	$ 233,668,841	$ 218,056,919	$ 225,914,194
$ 148,639,757	$ 144,682,762	$ 140,087,494	$ 138,691,670	$ 125,218,829	$ 106,829,290
63.25%	63.48%	63.54%	62.75%	63.52%	67.89%
$ 16,447,485	$ 16,283,859	$ 14,051,195	$ 17,084,933	$ 17,288,458	$ 16,517,686
903.72%	888.50%	996.98%	811.78%	724.29%	646.76%

City of West Covina
Required Supplementary Information
Year Ended June 30, 2025

Schedule of Changes in the Net Pension Liability and Related Ratios - Last 10 Years
PARS Pension Plan - EPMC

	Measurement Period			
Total Pension Liability	2024	2023	2022	2021
Service cost	$ 25,281	$ 29,900	$ 38,336	$ 26,943
Interest on total pension liability	39,425	39,536	28,982	31,913
Changes in assumptions	(25,498)	(11,422)	(148,744)	38,703
Differences between expected and actual experience	-	(30,960)	-	10,382
Benefit payments, including refunds	(27,374)	(88,935)	(38,080)	(81,760)
Net change in total pension liability	11,834	(61,881)	(119,506)	26,181
Total pension liability - beginning	1,053,956	1,115,837	1,235,343	1,209,162
Total pension liability - ending (a)	$ 1,065,790	$ 1,053,956	$ 1,115,837	$ 1,235,343
Plan Fiduciary Net Position				
Contributions - employer	$ 44,098	$ 51,212	$ 51,428	$ 52,666
Contributions - employee	-	-	-	-
Net investment income	4,722	4,497	(8,794)	18,413
Benefit payments	(27,374)	(88,935)	(38,080)	(81,760)
Net Plan to Plan Resource Movement	-	-	-	-
Administrative/Other Expense	(285)	(8,120)	(3,086)	(6,231)
Other Miscellaneous Income/Expense	-	-	-	-
Net change in plan fiduciary net position	21,161	(41,346)	1,468	(16,912)
Plan fiduciary net position - beginning	31,135	72,481	71,013	87,925
Plan fiduciary net position - ending (b)	$ 52,296	$ 31,135	$ 72,481	$ 71,013
Net pension liability - ending (a) - (b)	$ 1,013,494	$ 1,022,821	$ 1,043,356	$ 1,164,330
Plan fiduciary net position as a percentage of the total pension liability	4.91%	2.95%	6.50%	5.75%
Covered Employee payroll	$ 6,751,360	$ 8,046,588	$ 6,238,365	$ 7,202,240
Net pension liability as percentage of covered employee payroll	15.01%	12.71%	16.72%	16.17%

Notes to Schedule of Changes in Net Pension Liability and Related Ratios:

Benefit Changes: None.

Changes in Assumptions: In 2024, the discount rate was updated to 3.96%. In 2023, the discount rate was updated to 3.70%. In 2022, the discount rate was updated to 3.59% In 2021, the discount rate was updated to 2.31%. In 2020, the discount rate was updated to 2.67 percent. In 2019, the discount rate was updated to 3.90% and the mortality improvement scale was updated to Scale MP- 2019. In 2018, the discount rate used to measure the total pension liability was 4.86 percent. In 2017, amounts reported reflect an adjustment of the discount rate from 3.90 percent to 4.98 percent. In 2016, amounts reported reflect an adjustment of the discount rate from 3.50 percent to 3.90 percent.

Measurement Period						
2020	2019	2018	2017	2016	2015
$ 30,564	$ 29,665	$ 29,701	$ 35,733	$ 40,000	$ 36,000
41,806	46,211	46,463	35,268	32,000	28,000
146,898	90,640	10,475	(85,060)	(37,000)	200,000
-	45,697	-	98,508	-	(72,000)
(103,008)	(80,968)	(56,554)	(42,877)	(91,000)	(9,000)
116,260	131,245	30,085	41,572	(56,000)	183,000
1,092,902	961,657	931,572	890,000	946,000	763,000
$ 1,209,162	$ 1,092,902	$ 961,657	$ 931,572	$ 890,000	$ 946,000
$ 56,957	$ 62,350	$ 60,056	$ 61,019	$ 56,000	$ 56,000
-	-	-	-	-	-
2,908	6,567	8,234	10,029	(1,000)	3,000
(103,008)	(80,968)	(56,554)	(42,877)	(91,000)	(9,000)
-	-	-	-	-	-
(10,788)	(769)	(775)	(9,456)	(1,000)	(7,000)
-	-	-	-	-	-
(53,931)	(12,820)	10,961	18,715	(37,000)	43,000
141,856	154,676	143,715	125,000	162,000	119,000
$ 87,925	$ 141,856	$ 154,676	$ 143,715	$ 125,000	$ 162,000
$ 1,121,237	$ 951,046	$ 806,981	$ 787,857	$ 765,000	$ 784,000
7.27%	12.98%	16.08%	15.43%	14.04%	17.12%
$ 10,222,450	$ 14,447,921	$ 15,855,534	n/a	$ 13,388,000	n/a
10.97%	6.58%	5.09%	n/a	5.71%	n/a

City of West Covina
Required Supplementary Information
Year Ended June 30, 2025

Schedule of Changes in the Net Pension Liability and Related Ratios - Last 10 Years
PARS Pension Plan - Executive Staff

	Measurement Period			
Total Pension Liability	2024	2023	2022	2021
Service cost	$ -	$ -	$ -	$ -
Interest on total pension liability	146,119	144,880	111,645	113,650
Changes in assumptions	(139,559)	(38,862)	(921,653)	81,046
Differences between expected and actual experience	-	26,582	-	168,573
Benefit payments, including refunds	(180,714)	(170,456)	(173,697)	(171,237)
Net change in total pension liability	(174,154)	(37,856)	(983,705)	192,032
Total pension liability - beginning	4,071,798	4,109,654	5,093,359	4,901,327
Total pension liability - ending (a)	$ 3,897,644	$ 4,071,798	$ 4,109,654	$ 5,093,359
Plan Fiduciary Net Position				
Contributions - employer	$ 86,183	$ 75,852	$ 80,949	$ 79,364
Contributions - employee	-	-	-	-
Net investment income	18,589	19,068	(44,821)	96,424
Benefit payments	(180,714)	(170,456)	(173,697)	(171,237)
Net Plan to Plan Resource Movement	-	-	-	-
Administrative/Other Expense	(1,403)	(6,512)	(4,948)	(5,903)
Other Miscellaneous Income/Expense	-	-	-	-
Net change in plan fiduciary net position	(77,345)	(82,048)	(142,517)	(1,352)
Plan fiduciary net position - beginning	235,886	317,934	460,451	461,803
Plan fiduciary net position - ending (b)	$ 158,541	$ 235,886	$ 317,934	$ 460,451
Net pension liability - ending (a) - (b)	$ 3,739,103	$ 3,835,912	$ 3,791,720	$ 4,632,908
Plan fiduciary net position as a percentage of the total pension liability	4.07%	5.79%	7.74%	9.04%
Covered Employee payroll	$ -	$ -	$ -	$ 269,287
Net pension liability as percentage of covered employee payroll	n/a	n/a	n/a	1720.44%

Notes to Schedule of Changes in Net Pension Liability and Related Ratios:

Benefit Changes: None.

Changes in Assumptions: In 2024, the discount rate was updated to 3.94%. In 2023, the discount rate was updated to 3.67%. In 2022, the discount rate was updated to 3.60%. In 2021, the discount rate was updated to 2.23% and the mortality improvement scale was updated to Scale MP-2021. In 2020, the discount rate was updated to 2.36%. In 2019, the discount rate was updated to 3.63% and the mortality improvement scale was updated to Scale MP-2019. In 2018, the discount rate used to measure the total pension liability was 4.16 percent. In 2017, amounts reported reflect an adjustment of the discount rate from 6.25 percent to 3.95 percent. In 2016, amounts reported reflect an adjustment of the discount rate from 4.70 percent to 6.25 percent. In 2015, amounts reported reflect an adjustment of the discount rate from 5.55 percent to 4.70 percent.

Measurement Period						
2020	2019	2018	2017	2016	2015
$ 14,068	$ 11,963	$ 12,235	$ 20,388	$ 30,000	$ 116,000
143,620	133,267	130,692	161,327	141,000	178,000
879,137	281,983	(101,877)	803,038	(455,000)	346,000
-	477,904	-	(111,492)	-	(643,000)
(155,804)	(152,749)	(139,056)	(136,317)	(137,000)	(104,000)
881,021	752,368	(98,006)	736,944	(421,000)	(107,000)
4,020,306	3,267,938	3,365,944	2,629,000	3,050,000	3,157,000
$ 4,901,327	$ 4,020,306	$ 3,267,938	$ 3,365,944	$ 2,629,000	$ 3,050,000
$ 77,814	$ 78,102	$ 74,100	$ 73,467	$ 78,000	$ 78,000
-	-	-	-	-	-
15,031	31,817	36,931	49,861	9,000	13,000
(155,804)	(152,749)	(139,056)	(136,317)	(137,000)	(104,000)
-	-	-	-	-	-
(9,475)	(3,109)	(3,379)	(8,431)	(4,000)	(6,000)
-	-	-	-	-	-
(72,434)	(45,939)	(31,404)	(21,420)	(54,000)	(19,000)
534,237	580,176	611,580	633,000	687,000	706,000
$ 461,803	$ 534,237	$ 580,176	$ 611,580	$ 633,000	$ 687,000
$ 4,439,524	$ 3,486,069	$ 2,687,762	$ 2,754,364	$ 1,996,000	$ 2,363,000
9.42%	13.29%	17.75%	18.17%	24.08%	22.52%
$ 219,555	$ 179,572	$ 172,512	n/a	$ 143,000	n/a
2022.06%	1941.32%	1558.01%	n/a	1395.80%	n/a

City of West Covina
Required Supplementary Information
Year Ended June 30, 2025

Schedule of Contributions – Last 10 Years
Agent Multiple-employer Plan – Miscellaneous Plan

Schedule of Plan Contributions
Last 10 Years

Fiscal Year	Contractually Required Contributions	Contributions in Relation to the Actuarially Determined Contributions	Contribution Deficiency/ (Excess)	Covered Payroll	Contributions as a % of Covered Payroll
2025	$ 1,447,012	$ (1,447,012)	$ -	$ 8,175,935	17.70%
2024	875,331	(875,331)	-	8,773,336	9.98%
2023	1,541,102	(1,541,102)	-	7,736,619	19.92%
2022	1,212,353	(1,212,353)	-	6,394,459	18.96%
2021	3,887,907	(41,343,286)	(37,455,379)	7,100,111	582.29%
2020	3,588,349	(3,588,349)	-	7,756,942	46.26%
2019	3,041,539	(3,041,539)	-	9,307,621	32.68%
2018	2,610,696	(2,610,696)	-	9,961,993	26.21%
2017	2,449,585	(2,449,585)	-	9,710,654	25.23%
2016	1,871,710	(1,871,710)	-	9,349,710	20.02%

Schedule of Contributions – Last 10 Years
Agent Multiple-employer Plan – Safety Plan

Schedule of Plan Contributions
Last 10 Years*

Fiscal Year	Contractually Required Contributions	Contributions in Relation to the Actuarially Determined Contributions	Contribution Deficiency/ (Excess)	Covered Payroll	Contributions as a % of Covered Payroll
2025	$ 6,140,085	$ (6,140,085)	$ -	$ 21,876,367	28.07%
2024	4,985,321	(4,985,321)	-	20,183,420	24.70%
2023	5,590,927	(5,590,927)	-	19,136,013	29.22%
2022	4,920,803	(4,920,803)	-	18,840,380	26.12%
2021	14,008,612	(149,096,249)	(135,087,637)	17,133,244	81.76%
2020	12,592,730	(12,592,730)	-	16,447,485	76.56%
2019	11,174,096	(11,174,096)	-	16,289,859	68.60%
2018	10,515,780	(10,515,780)	-	14,051,195	74.84%
2017	10,058,079	(10,058,079)	-	17,084,933	58.87%
2016	8,387,165	(8,387,165)	-	17,288,458	48.51%

City of West Covina
Required Supplementary Information
Year Ended June 30, 2025

Schedule of Plan Contributions
PARS Pension Plan - EPMC
Last 10 Years

Fiscal Year	Actuarially Determined Contributions	Contributions in Relation to the Actuarially Determined Contributions	Contribution Deficiency/ (Excess)	Covered Employee Payroll	Contributions as a % of Covered Employee Payroll
2025	$ 131,000	$ (50,261)	$ 80,739	$ 6,285,981	0.80%
2024	250,000	(44,098)	205,902	6,751,360	0.65%
2023	251,000	(51,212)	199,788	8,046,588	0.64%
2022	173,000	(51,428)	121,572	6,238,365	0.82%
2021	173,000	(52,666)	120,334	7,202,240	0.73%
2020	134,000	(56,957)	77,043	10,222,450	0.56%
2019	134,000	(62,350)	71,650	14,447,921	0.43%
2018	104,000	(60,056)	43,944	n/a	n/a
2017	105,000	(66,000)	39,000	n/a	n/a
2016	105,000	(59,000)	46,000	13,737,000	0.43%

Schedule of Plan Contributions
PARS Pension Plan - Executive Staff
Last 10 Years

Fiscal Year	Actuarially Determined Contributions	Contributions in Relation to the Actuarially Determined Contributions	Contribution Deficiency/ (Excess)	Covered Employee Payroll	Contributions as a % of Covered Employee Payroll
2025	$ 389,000	$ (94,198)	$ 294,802	$ -	n/a
2024	774,000	(86,183)	687,817	-	n/a
2023	774,000	(75,852)	698,148	-	n/a
2022	487,000	(80,949)	406,051	202,292	40.02%
2021	488,000	(79,364)	408,636	269,281	29.47%
2020	313,000	(77,814)	235,186	219,555	35.44%
2019	314,000	(78,102)	235,898	179,572	43.49%
2018	278,000	(74,100)	203,900	n/a	n/a
2017	279,000	(73,000)	206,000	96,000	76.04%
2016	439,000	(78,000)	361,000	n/a	n/a

City of West Covina
Required Supplementary Information
Year Ended June 30, 2025

Schedule of Changes in the Total OPEB Liability and Related Ratios - Last 10 Years*

	Measurement Period			
Total OPEB Liability	2024	2023	2022	2021
Service cost	$ 1,245,805	$ 1,266,718	$ 1,774,641	$ 2,306,792
Interest on total OPEB liability	2,088,882	1,919,454	1,418,451	1,704,367
Changes in assumptions	(1,984,632)	(427,546)	(11,680,203)	(3,773,434)
Differences between expected and actual experience	-	2,792,237	-	(8,698,716)
Benefit payments, including refunds	(2,543,399)	(2,500,938)	(2,403,386)	(2,513,526)
Net change in total OPEB liability	(1,193,344)	3,049,925	(10,890,497)	(10,974,517)
Total OPEB liability - beginning	57,255,537	54,205,612	65,096,109	76,070,626
Total OPEB liability - ending (a)	$ 56,062,193	$ 57,255,537	$ 54,205,612	$ 65,096,109
Covered Employee payroll	$ 31,464,956	$ 39,913,385	$ 36,002,475	$ 33,956,907
Total OPEB liability as percentage of covered - employee payroll	178.17%	143.45%	150.56%	191.70%

Notes to Schedule of Changes in Total OPEB Liability and Related Ratios:

Benefit Changes: None.

No assets are accumulated in a GASB-compliant trust.

* OPEB schedules are intended to show information for ten years, additional years' information will be displayed as it becomes available.

Measurement Period			
2020	2019	2018	2017
$ 1,575,501	$ 1,545,500	$ 1,619,250	$ 1,913,541
2,156,480	2,285,257	2,158,673	1,889,517
13,555,256	2,887,380	(2,524,608)	(7,040,369)
-	(1,738,131)	-	-
(2,509,638)	(2,384,056)	(2,470,254)	(2,467,893)
14,777,599	2,595,950	(1,216,939)	(5,705,204)
61,293,027	58,697,077	59,914,016	65,619,220
$ 76,070,626	$ 61,293,027	$ 58,697,077	$ 59,914,016
$ 33,069,467	$ 26,672,215	$ 28,239,505	$ 26,527,000
230.03%	229.80%	207.85%	225.86%

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SUPPLEMENTARY INFORMATION

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Citywide Debt Service Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ 500,000	$ 1,186,435	$ 686,435
Revenue from Other Agencies	1,429,295	1,345,484	(83,811)
Total Revenues	1,929,295	2,531,919	602,624
EXPENDITURES			
Current:			
General Government	10,000	10,000	-
Public Safety	-	-	-
Debt Service:			
Principal	6,659,984	7,107,600	(447,616)
Interest	9,202,629	8,570,842	631,787
Total Expenditures	15,872,613	15,688,442	184,171
Excess (Deficiency) of Revenues over Expenditures	(13,943,318)	(13,156,523)	786,795
OTHER FINANCING SOURCES (USES)			
Transfers In	13,943,318	13,317,096	(626,222)
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	13,943,318	13,317,096	(626,222)
Net Change in Fund Balances	-	160,573	160,573
Fund Balance, Beginning	20,118,960	20,118,960	
Fund Balance, Ending	$ 20,118,960	$ 20,279,533	$ 160,573

OTHER GOVERNMENTAL FUNDS

City of West Covina
Other Governmental Funds
Year Ended June 30, 2025

Special Revenue Funds

Drug Enforcement Rebate
This fund accounts for the City's portion of revenue received from drug asset seizures. The revenue is used to enhance the police programs.

Air Quality Improvement
This fund accounts for the City's portion of motor vehicle registration fees collected under AB 2766. This fee was levied to fund programs to reduce air pollution from mobile sources such as cars, trucks and buses. Money is distributed to the cities based on population, and additional discretionary grants are made based on specific requests.

Proposition C
This fund accounts for gasoline taxes which are restricted for transportation programs and projects.

Police Donations
This fund accounts for donations received and expenditures related to various police programs.

Transportation Development Act
This fund accounts for regional Transportation Development Act funds received from Los Angeles County which are used for local streets and roads.

AB939
This fund accounts for programs to reduce solid waste deposits in local landfills, pursuant to AB939.

Various Grants
This fund accounts for various Federal, State of California, and local grants that are restricted to expenditures for specific programs and projects.

Community Development Block Grant (CDBG)
This fund accounts for the activities of the Community Development Block Grant received from the U.S. Department of Housing and Urban Development.

Inmate Welfare
This fund accounts for any money, refund, rebate or commission received from a telephone call from inmates while incarcerated to meet the requirements of California Penal Code: Part 3; Title 4; Chapter 1; Section 4025. The monies are to be expended for the benefit, education, and welfare of inmates confined within the jail. Any funds that are not needed for the welfare of the inmates may be expended for the maintenance of the jail facilities.

Public Safety Augmentation
This fund accounts for sales tax revenue legally restricted for public safety. Revenue is used to augment police operations.

COPS/SLESA
This fund accounts for revenue from the State restricted for supplementing police operations.

City of West Covina
Other Governmental Funds
Year Ended June 30, 2025

Special Revenue Funds - Continued

Maintenance District #1
The City levies special benefit assessments and property taxes upon property within defined districts. Through the Los Angeles County Tax Collector, assessments are placed on the property owner's annual tax bill. These funds are used to maintain and improve the open spaces within the districts by providing landscape maintenance.

Maintenance District #2
The City levies special benefit assessments and property taxes upon property within defined districts. Through the Los Angeles County Tax Collector, assessments are placed on the property owner's annual tax bill. These funds are used to maintain and improve the open spaces within the districts by providing landscape maintenance.

Coastal Sage Shrub
This community facilities district was formed to provide for the restoration and ongoing maintenance of sensitive environmental habitat within the development area of a former landfill, including habitat for endangered species such as the California gnatcatcher (Polioptila californica).

Maintenance District #4
The City levies special benefit assessments and property taxes upon property within defined districts. Through the Los Angeles County Tax Collector, assessments are placed on the property owner's annual tax bill. These funds are used to maintain and improve the open spaces within the districts by providing landscape maintenance.

Maintenance District #6
The City levies special benefit assessments and property taxes upon property within defined districts. Through the Los Angeles County Tax Collector, assessments are placed on the property owner's annual tax bill. These funds are used to maintain and improve the open spaces within the districts by providing landscape maintenance.

Maintenance District #7
The City levies special benefit assessments and property taxes upon property within defined districts. Through the Los Angeles County Tax Collector, assessments are placed on the property owner's annual tax bill. These funds are used to maintain and improve the open spaces within the districts by providing landscape maintenance.

Citywide Maintenance District
Revenue for the fund comes from annual special benefit assessments from property owners who benefit from covered improvements. This fund provides the majority of funding for the City's street lighting system and street tree program.

Sewer Maintenance
This fund supports the City's street sweeping program and maintenance of the City's sewer system. The City also provides services to the City of Covina through this fund.

Auto Plaza Improvement District
This fund is an assessment district supported by six of West Covina's automobile dealers to fund the construction, maintenance and operations of a reader board adjacent to Interstate 10.

City of West Covina
Other Governmental Funds
Year Ended June 30, 2025

Special Revenue Funds - Continued

General Plan Update
This fund accounts for the General Plan and Zoning Code Update Surcharge which is designated to be used for future plan updates.

Measure W
This fund accounts for the special parcel tax on all property owners in Los Angeles County approved November 2018. This tax raises funds to pay for stormwater projects including the infrastructure and any associated programs to capture, treat and recycle rainwater.

Charter PEG
This fund accounts for monies received from the City's cable television franchisee for a one-time litigation settlement and for cable-related capital expenditures.

Art in Public Places
This fund accounts for development fees paid in lieu of acquisition and installation of approved artwork in a development with expenditures restricted to acquisition, installation, maintenance and repair of artworks at approved sites.

West Covina Community Services Foundation
This fund accounts for activity of the West Covina Community Services Foundation, a 501(c) (3) nonprofit organization.

Measure R
This fund accounts for sales tax revenues collected in Los Angeles County to provide transportation related projects and programs.

Measure M
Under Measure M, the City receives a portion of a ½ cent sales tax levied in Los Angeles County to provide transportation related projects and programs. The City uses Measure M Funds for certain capital projects or transportation projects such as street rehabilitation and reconstruction, traffic monitoring systems, and congestion management and planning.

Measure H
This funding accounts for funding received and expenditures related to prevent and combat homelessness.

CASP Training
This fund accounts for funding received and expenditure incurred to support jailer mental health awareness training programs.

Sportsplex
This fund accounts for activity at the West Covina Sportsplex, a recreation facility which amenities include softball fields, a pavilion, playgrounds, and restaurants.

Capital Projects Funds

City Capital Projects
This fund accounts for all capital expenditures not being accounted for in the capital projects described below or in other fund types.

City of West Covina
Other Governmental Funds
Year Ended June 30, 2025

Capital Projects Funds - Continued

Construction Tax
This fund accounts for monies received from developers based on the construction of dwelling units and used primarily to construct public domain assets.

Information Technology
The funds paid into this fund are to be used for information technology capital outlay projects.

Development Impact Fees
This fund accounts for fees received from residential developers to help fund the purchase/replacement of vehicles/equipment along with the repairs and improvements of city facilities.

Park Development
This fund accounts for park fees received from residential developers to be used for new park construction.

Future Street Improvements
This fund accounts for monies paid in-lieu of street rehabilitation improvements.

City of West Covina
Combining Balance Sheet
Non-major Governmental Funds
June 30, 2025

	Special Revenue			
	Drug Enforcement Rebate	Air Quality Improvement	Proposition C	Police Donations
ASSETS				
Cash and Investments	$ 6,529,718	$ 587,254	$ 3,274,443	$ 30,012
Restricted Cash and Investments	-	-	-	-
Receivables, net:				
Accounts	-	-	-	-
Taxes	-	-	-	-
Notes and Loans				
Other	-	-	-	-
Due from Other Agencies	-	37,977	-	-
Prepaid Items	-	-	-	-
Total Assets	$ 6,529,718	$ 625,231	$ 3,274,443	$ 30,012
LIABILITIES				
Accounts Payable	$ 46,274	$ -	$ 432,950	$ -
Other Accrued Liabilities	395	-	1,939	-
Deposits Payable	-	-	-	-
Due to Other Funds	-	-	-	-
Advances from Other Funds	-	-	-	-
Total Liabilities	46,669	-	434,889	-
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue	-	37,977	-	-
Total Deferred Inflows of Resources	-	37,977	-	-
FUND BALANCE (DEFICITS)				
Nonspendable	-	-	-	-
Restricted	6,483,049	587,254	2,839,554	30,012
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total Fund Balances (Deficits)	6,483,049	587,254	2,839,554	30,012
Total Liabilities, Deferred Inflows and Fund Balances (Deficits)	$ 6,529,718	$ 625,231	$ 3,274,443	$ 30,012

Special Revenue							
Transportation Development Act	AB939	Various Grants	Community Development Block Grant	Inmate Welfare	Public Safety Augmentation	COPS/SLESA
$ 43,789	$ 1,724,512	$ 209,506	$ -	$ 3,434	$ 2,730	$ 18,854
-	-	-	13,636	-	-	-
-	-	95,557	-	-	-	-
-	-	-	-	-	167,200	171,077
			2,849,427			
-	83,915	-	-	-	-	-
-	-	1,881,435	180,996	-	-	-
-	-	-	-	-	-	-
$ 43,789	$ 1,808,427	$ 2,186,498	$ 3,044,059	$ 3,434	$ 169,930	$ 189,931
$ 11,137	$ 1,984	$ 815,361	$ 158,120	$ -	$ 6,677	$ 14,831
1,883	1,839	264,202	2,855	-	19,253	4,023
-	-	-	-	-	-	-
-	-	-	181,054	-	-	-
-	-	-	-	-	-	-
13,020	3,823	1,079,563	342,029	-	25,930	18,854
-	-	1,860,442	-	-	-	171,077
-	-	1,860,442	-	-	-	171,077
-	-	-	-	-	-	-
30,769	1,804,604	-	2,702,030	3,434	144,000	-
-	-	-	-	-	-	-
-	-	(753,507)	-	-	-	-
30,769	1,804,604	(753,507)	2,702,030	3,434	144,000	-
$ 43,789	$ 1,808,427	$ 2,186,498	$ 3,044,059	$ 3,434	$ 169,930	$ 189,931

Continued

City of West Covina
Combining Balance Sheet
Non-major Governmental Funds - Continued
June 30, 2025

	Special Revenue			
	Maintenance District #1	Maintenance District #2	Coastal Sage Shrub	Maintenance District #4
ASSETS				
Cash and Investments	$ 4,716,035	$ 1,269,997	$ 538,650	$ 2,295,913
Restricted Cash and Investments	-	-	-	-
Receivables, net:				
Accounts	-	-	-	-
Taxes	8,440	79,059	(51)	18,526
Other	-	-	-	-
Due from Other Agencies	-	-	-	-
Prepaid Items	-	-	-	-
Total Assets	$ 4,724,475	$ 1,349,056	$ 538,599	$ 2,314,439
LIABILITIES				
Accounts Payable	$ 24,293	$ 32,751	$ 11,904	$ 120,432
Other Accrued Liabilities	985	812	-	1,469
Deposits Payable	-	-	-	-
Due to Other Funds	-	-	-	-
Advances from Other Funds	-	-	-	-
Total Liabilities	25,278	33,563	11,904	121,901
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
FUND BALANCE (DEFICITS)				
Nonspendable	-	-	-	-
Restricted	4,699,197	1,315,493	526,695	2,192,538
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total Fund Balances (Deficits)	4,699,197	1,315,493	526,695	2,192,538
Total Liabilities, Deferred Inflows and Fund Balances (Deficits)	$ 4,724,475	$ 1,349,056	$ 538,599	$ 2,314,439

Special Revenue								
Maintenance District #6	Maintenance District #7	Citywide Maintenance District	Sewer Maintenance	Auto Plaza Improvement District	General Plan Update	Measure W	Charter PEG
$ 348,892	$ 453,051	$ 617,850	$ 16,540,652	$ 97,241	$ 1,479,753	$ 4,763,223	$ 13,988
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
2,217	3,016	27,926	60,770	16,524	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	2,702,346	-
-	-	-	-	-	-	-	-
$ 351,109	$ 456,067	$ 645,776	$ 16,601,422	$ 113,765	$ 1,479,753	$ 7,465,569	$ 13,988
$ 12,135	$ 15,266	$ 15,937	$ 162,595	$ 1,356	$ 105,809	$ 290,777	$ -
621	621	2,101	24,467	683	-	18,232	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	58,153	-	-	-
12,756	15,887	18,038	187,062	60,192	105,809	309,009	-
-	-	-	-	-	-	1,350,188	-
-	-	-	-	-	-	1,350,188	-
-	-	-	-	-	-	-	-
338,353	440,180	627,738	16,414,360	53,573	1,373,944	5,806,372	13,988
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
338,353	440,180	627,738	16,414,360	53,573	1,373,944	5,806,372	13,988
$ 351,109	$ 456,067	$ 645,776	$ 16,601,422	$ 113,765	$ 1,479,753	$ 7,465,569	$ 13,988

Continued

City of West Covina
Combining Balance Sheet
Non-major Governmental Funds - Continued
June 30, 2025

	Special Revenue			
	Art in Public Places	West Covina Community Services Found.	Measure R	Measure M
ASSETS				
Cash and Investments	$ 754,083	$ 225,620	$ 6,445,240	$ 9,506,537
Restricted Cash and Investments	-	-	-	-
Receivables, net:				
Accounts	-	-	-	-
Taxes	-	-	-	269,487
Other	-	-	-	-
Due from Other Agencies	-	-	-	-
Prepaid Items	-	300	-	-
Total Assets	$ 754,083	$ 225,920	$ 6,445,240	$ 9,776,024
LIABILITIES				
Accounts Payable	$ -	$ 825	$ 304,767	$ 357,680
Other Accrued Liabilities	-	-	1,159	64,651
Deposits Payable	-	-	-	-
Due to Other Funds	-	-	-	-
Advances from Other Funds	-	-	-	-
Total Liabilities	-	825	305,926	422,331
DEFERRED INFLOWS OF RESOURCES				
Unavailable Revenue	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-
FUND BALANCE (DEFICITS)				
Nonspendable	-	300	-	-
Restricted	754,083	224,795	6,139,314	9,353,693
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total Fund Balances (Deficits)	754,083	225,095	6,139,314	9,353,693
Total Liabilities, Deferred Inflows and Fund Balances (Deficits)	$ 754,083	$ 225,920	$ 6,445,240	$ 9,776,024

Special Revenue			Capital Projects			
Measure H	CASP Training Fund	Sportsplex	City	Construction Tax	Information Technology	Development Impact Fees
$ 265,605	$ 115,850	$ 162,724	$ 8,118,512	$ 252,802	$ 458,650	$ 693,880
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	2,121	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	58,708	-
$ 265,605	$ 117,971	$ 162,724	$ 8,118,512	$ 252,802	$ 517,358	$ 693,880
$ -	$ -	$ 142,875	$ 92,982	$ -	$ 15	$ 5,182
-	-	18,049	7,806	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	160,924	100,788	-	15	5,182
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	58,708	-
265,605	117,971	1,800	-	252,802	458,635	688,698
-	-	-	8,017,724	-	-	-
-	-	-	-	-	-	-
265,605	117,971	1,800	8,017,724	252,802	517,343	688,698
$ 265,605	$ 117,971	$ 162,724	$ 8,118,512	$ 252,802	$ 517,358	$ 693,880

Continued

City of West Covina
Combining Balance Sheet
Non-major Governmental Funds - Continued
June 30, 2025

	Capital Projects		
	Park Development	Future Street Improvements	Total
ASSETS			
Cash and Investments	$ 7,631,949	$ 428,172	$ 80,619,121
Restricted Cash and Investments	-	-	13,636
Receivables, net:			
Accounts	-	-	95,557
Taxes	-	-	824,191
			2,849,427
Other	2,744	-	88,780
Due from Other Agencies	-	-	4,802,754
Prepaid Items	-	-	59,008
Total Assets	$ 7,634,693	$ 428,172	$ 89,352,474
LIABILITIES			
Accounts Payable	$ 5,418	$ -	$ 3,190,333
Other Accrued Liabilities	-	-	438,045
Deposits Payable	-	-	-
Due to Other Funds	-	-	181,054
Advances from Other Funds	-	-	58,153
Total Liabilities	5,418	-	3,867,585
DEFERRED INFLOWS OF RESOURCES			
Unavailable Revenue	-	-	3,419,684
Total Deferred Inflows of Resources	-	-	3,419,684
FUND BALANCE (DEFICITS)			
Nonspendable	-	-	59,008
Restricted	7,629,275	428,172	74,741,980
Assigned	-	-	8,017,724
Unassigned	-	-	(753,507)
Total Fund Balances (Deficits)	7,629,275	428,172	82,065,205
Total Liabilities, Deferred Inflows and Fund Balances (Deficits)	$ 7,634,693	$ 428,172	$ 89,352,474

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City of West Covina
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-major Governmental Funds
Year Ended June 30, 2025

	Special Revenue			
	Drug Enforcement Rebate	Air Quality Improvement	Proposition C	Police Donations
REVENUES				
Taxes	$ -	$ -	$ 2,348,221	$ -
Special Assessments	-	-	-	-
Investment Income	209,382	14,852	96,323	876
Rental Income	-	-	-	-
Revenue from Other Agencies	925,823	143,751	-	-
Charges for Services	-	-	17,341	-
Other Revenues	122,904	-	-	1,490
Total Revenues	1,258,109	158,603	2,461,885	2,366
EXPENDITURES				
Current:				
General Government	-	-	-	-
Public Safety	1,676,729	-	-	2,262
Public Works	-	1,412	558,075	-
Community Services	-	-	1,675,289	-
Community Development	-	-	7,138	-
Total Expenditures	1,676,729	1,412	2,240,502	2,262
Excess (Deficiency) of Revenues Over Expenditures	(418,620)	157,191	221,383	104
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	(418,620)	157,191	221,383	104
Fund Balances, Beginning	6,901,669	430,063	2,618,171	29,908
Fund Balances - Ending	$ 6,483,049	$ 587,254	$ 2,839,554	$ 30,012

Special Revenue						
Transportation Development Act	AB939	Various Grants	Community Development Block Grant	Inmate Welfare	Public Safety Augmentation	COPS/SLESA
$ -	$ -	$ -	$ -	$ -	$ 953,634	$ -
-	-	-	-	-	-	-
903	49,057	36,823	-	123	6,028	2,011
-	-	-	-	-	-	-
149,650	-	761,474	1,960,426	-	-	327,289
-	-	-	-	-	-	-
-	327,251	18,408	31,774	-	-	-
150,553	376,308	816,705	1,992,200	123	959,662	329,300
-	-	-	-	-	-	-
-	-	505,827	-	3,931	1,200,718	358,125
161,182	86,898	1,586,491	1,623,937	-	-	-
-	-	332,491	239,853	-	-	-
-	-	13,760	252,769	-	-	-
161,182	86,898	2,438,569	2,116,559	3,931	1,200,718	358,125
(10,629)	289,410	(1,621,864)	(124,359)	(3,808)	(241,056)	(28,825)
-	-	71,396	-	-	-	-
-	-	-	-	-	-	-
-	-	71,396	-	-	-	-
(10,629)	289,410	(1,550,468)	(124,359)	(3,808)	(241,056)	(28,825)
41,398	1,515,194	796,961	2,826,389	7,242	385,056	28,825
$ 30,769	$ 1,804,604	$ (753,507)	$ 2,702,030	$ 3,434	$ 144,000	$ -

Continued

City of West Covina
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-major Governmental Funds - Continued
Year Ended June 30, 2025

	Special Revenue			
	Maintenance District #1	Maintenance District #2	Coastal Sage Shrub	Maintenance District #4
REVENUES				
Taxes	$ 738,781	$ 322,122	$ 107,598	$ -
Special Assessments	-	-	-	1,166,061
Investment Income	133,231	36,207	16,328	63,539
Rental Income	-	-	-	-
Revenue from Other Agencies	-	-	-	-
Charges for Services	-	-	-	-
Other Revenues	-	-	-	-
Total Revenues	872,012	358,329	123,926	1,229,600
EXPENDITURES				
Current:				
General Government	-	-	-	-
Public Safety	-	-	-	-
Public Works	409,667	193,723	130,476	1,181,869
Community Services	-	-	-	-
Community Development	-	-	-	-
Total Expenditures	409,667	193,723	130,476	1,181,869
Excess (Deficiency) of Revenues Over Expenditures	462,345	164,606	(6,550)	47,731
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	462,345	164,606	(6,550)	47,731
Fund Balances, Beginning	4,236,852	1,150,887	533,245	2,144,807
Fund Balances - Ending	$ 4,699,197	$ 1,315,493	$ 526,695	$ 2,192,538

Special Revenue							
Maintenance District #6	Maintenance District #7	Citywide Maintenance District	Sewer Maintenance	Auto Plaza Improvement District	General Plan Update	Measure W	Charter PEG
$ -	$ -	$ -	$ 431,031	$ 74,306	$ -	$ 1,352,158	$ -
154,717	167,425	1,924,509	3,857,507	-	-	-	-
9,836	13,253	14,474	441,603	4,414	-	171,170	419
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	174,680	-	-
-	-	-	-	-	-	-	-
164,553	180,678	1,938,983	4,730,141	78,720	174,680	1,523,328	419
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
151,557	200,598	2,035,826	1,790,985	-	-	1,533,794	-
-	-	-	-	-	-	-	-
-	-	-	-	47,186	105,809	-	-
151,557	200,598	2,035,826	1,790,985	47,186	105,809	1,533,794	-
12,996	(19,920)	(96,843)	2,939,156	31,534	68,871	(10,466)	419
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
12,996	(19,920)	(96,843)	2,939,156	31,534	68,871	(10,466)	419
325,357	460,100	724,581	13,475,204	22,039	1,305,073	5,816,838	13,569
$ 338,353	$ 440,180	$ 627,738	$ 16,414,360	$ 53,573	$ 1,373,944	$ 5,806,372	$ 13,988

Continued

City of West Covina
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-major Governmental Funds - Continued
Year Ended June 30, 2025

	Special Revenue			
	Art in Public Places	West Covina Community Services Found.	Measure R	Measure M
REVENUES				
Taxes	$ -	$ -	$ 1,760,839	$ 2,264,459
Special Assessments	-	-	-	-
Investment Income	22,603	-	183,775	294,574
Rental Income	-	-	-	-
Revenue from Other Agencies	-	-	-	-
Charges for Services	-	-	1,582	-
Other Revenues	4,000	370,172	-	-
Total Revenues	26,603	370,172	1,946,196	2,559,033
EXPENDITURES				
Current:				
General Government	-	78,560	-	-
Public Safety	-	5,882	-	654
Public Works	-	-	1,022,664	2,396,975
Community Services	-	75,558	298,994	-
Community Development	-	22	-	-
Total Expenditures	-	160,022	1,321,658	2,397,629
Excess (Deficiency) of Revenues Over Expenditures	26,603	210,150	624,538	161,404
OTHER FINANCING SOURCES (USES)				
Transfers In	-	-	-	-
Transfers Out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Change in Fund Balances	26,603	210,150	624,538	161,404
Fund Balances, Beginning	727,480	14,945	5,514,776	9,192,289
Fund Balances - Ending	$ 754,083	$ 225,095	$ 6,139,314	$ 9,353,693

Special Revenue			Capital Projects			
Measure H	CASP Training Fund	Sportsplex	City	Construction Tax	Information Technology	Development Impact Fees
$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-
7,140	3,457	-	-	7,577	-	-
-	-	563,571	-	-	-	-
-	941	-	-	-	-	-
-	-	-	-	-	-	-
214,538	-	26,368	-	-	94,273	8,046
221,678	4,398	589,939	-	7,577	94,273	8,046
-	-	-	-	-	119,126	-
7,500	-	-	19,494	-	-	-
-	-	-	450,710	-	-	5,182
-	-	1,313,960	-	-	-	-
-	-	-	-	-	-	-
7,500	-	1,313,960	470,204	-	119,126	5,182
214,178	4,398	(724,021)	(470,204)	7,577	(24,853)	2,864
-	-	725,821	-	-	-	-
-	-	-	-	-	-	-
-	-	725,821	-	-	-	-
214,178	4,398	1,800	(470,204)	7,577	(24,853)	2,864
51,427	113,573	-	8,487,928	245,225	542,196	685,834
$ 265,605	$ 117,971	$ 1,800	$ 8,017,724	$ 252,802	$ 517,343	$ 688,698

Continued

City of West Covina
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-major Governmental Funds - Continued
Year Ended June 30, 2025

	Capital Projects		
	Park Development	Future Street Improvements	Total
REVENUES			
Taxes	$ -	$ -	$ 10,353,149
Special Assessments	-	-	7,270,219
Investment Income	231,100	-	2,071,078
Rental Income	-	-	563,571
Revenue from Other Agencies	-	-	4,269,354
Charges for Services	-	-	193,603
Other Revenues	21,900	-	1,241,124
Total Revenues	253,000	-	25,962,098
EXPENDITURES			
Current:			
General Government	-	-	197,686
Public Safety	-	-	3,781,122
Public Works	166,201	-	15,688,222
Community Services	-	-	3,936,145
Community Development	-	-	426,684
Total Expenditures	166,201	-	24,029,859
Excess (Deficiency) of Revenues Over Expenditures	86,799	-	1,932,239
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	797,217
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	797,217
Net Change in Fund Balances	86,799	-	2,729,456
Fund Balances, Beginning	7,542,476	428,172	79,335,749
Fund Balances - Ending	$ 7,629,275	$ 428,172	$ 82,065,205

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Drug Enforcement Rebate Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ 132,800	$ 209,382	$ 76,582
Revenues from Other Agencies	-	925,823	925,823
Other Revenues	-	122,904	122,904
Total Revenues	132,800	1,258,109	1,125,309
EXPENDITURES			
Current:			
Public Safety	2,995,532	1,676,729	1,318,803
Total Expenditures	2,995,532	1,676,729	1,318,803
Excess (Deficiency) of Revenues over Expenditures	(2,862,732)	(418,620)	2,444,112
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(2,862,732)	(418,620)	2,444,112
Fund Balance, Beginning	6,901,669	6,901,669	-
Fund Balance, Ending	$ 4,038,937	$ 6,483,049	$ 2,444,112

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Air Quality Improvement Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ 7,600	$ 14,852	$ 7,252
Revenue from Other Agencies	136,500	143,751	7,251
Other Revenues	-	-	-
Total Revenues	144,100	158,603	14,503
EXPENDITURES			
Current:			
Public Works	226,400	1,412	224,988
Total Expenditures	226,400	1,412	224,988
Excess (Deficiency) of Revenues over Expenditures	(82,300)	157,191	239,491
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(82,300)	157,191	239,491
Fund Balance, Beginning	430,063	430,063	-
Fund Balance, Ending	$ 347,763	$ 587,254	$ 239,491

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Proposition C Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Taxes	$ 2,517,170	$ 2,348,221	$ (168,949)
Investment Income	61,000	96,323	35,323
Charges for Services	-	17,341	17,341
Other Revenues	-	-	-
Total Revenues	2,578,170	2,461,885	(116,285)
EXPENDITURES			
Current:			
Public Works	620,871	558,075	62,796
Community Services	2,017,445	1,675,289	342,156
Community Development	7,216	7,138	78
Total Expenditures	2,645,532	2,240,502	405,030
Excess (Deficiency) of Revenues over Expenditures	(67,362)	221,383	288,745
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(67,362)	221,383	288,745
Fund Balance, Beginning	2,618,171	2,618,171	-
Fund Balance, Ending	$ 2,550,809	$ 2,839,554	$ 288,745

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Police Donations Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ 600	$ 876	$ 276
Other Revenues	1,500	1,490	(10)
Total Revenues	2,100	2,366	266
EXPENDITURES			
Current:			
Public Safety	5,859	2,262	3,597
Total Expenditures	5,859	2,262	3,597
Excess (Deficiency) of Revenues over Expenditures	(3,759)	104	3,863
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(3,759)	104	3,863
Fund Balance, Beginning	29,908	29,908	-
Fund Balance, Ending	$ 26,149	$ 30,012	$ 3,863

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Transportation Development Act Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ 900	$ 903	$ 3
Revenue from Other Agencies	118,600	149,650	31,050
Total Revenues	119,500	150,553	31,053
EXPENDITURES			
Current:			
Public Works	149,774	161,182	(11,408)
Total Expenditures	149,774	161,182	(11,408)
Excess (Deficiency) of Revenues over Expenditures	(30,274)	(10,629)	19,645
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(30,274)	(10,629)	19,645
Fund Balance, Beginning	41,398	41,398	-
Fund Balance, Ending	$ 11,124	$ 30,769	$ 19,645

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - AB 939 Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ 27,000	$ 49,057	$ 22,057
Other Revenues	292,000	327,251	35,251
Total Revenues	319,000	376,308	57,308
EXPENDITURES			
Current:			
Public Works	138,157	86,898	51,259
Community Services	-	-	0
Total Expenditures	138,157	86,898	51,259
Excess (Deficiency) of Revenues over Expenditures	180,843	289,410	108,567
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	180,843	289,410	108,567
Fund Balance, Beginning	1,515,194	1,515,194	-
Fund Balance, Ending	$ 1,696,037	$ 1,804,604	$ 108,567

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Various Grants Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ 28,000	$ 36,823	$ 8,823
Revenue from Other Agencies	1,957,129	761,474	(1,195,655)
Other Revenues	20,000	18,408	(1,592)
Total Revenues	2,005,129	816,705	(1,188,424)
EXPENDITURES			
Current:			
Public Safety	847,792	505,827	341,965
Public Works	13,379,189	1,586,491	11,792,698
Community Services	341,708	332,491	9,217
Community Development	-	13,760	(13,760)
Total Expenditures	14,568,689	2,438,569	12,130,120
Excess (Deficiency) of Revenues over Expenditures	(12,563,560)	(1,621,864)	10,941,696
OTHER FINANCING SOURCES (USES)			
Transfers In	-	71,396	71,396
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	71,396	71,396
Net Change in Fund Balances	(12,563,560)	(1,550,468)	11,013,092
Fund Balance, Beginning	796,961	796,961	-
Fund Balance, Ending	$ (11,766,599)	$ (753,507)	$ 11,013,092

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Community Development Block Grant Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ -	$ -	$ -
Revenues from Other Agencies	1,019,671	1,960,426	940,755
Other Revenues	20,000	31,774	11,774
Total Revenues	1,039,671	1,992,200	952,529
EXPENDITURES			
Current:			
Public Safety	200	-	200
Public Works	2,471,060	1,623,937	847,123
Community Services	258,570	239,853	18,717
Community Development	780,901	252,769	528,132
Total Expenditures	3,510,731	2,116,559	1,394,172
Excess (Deficiency) of Revenues over Expenditures	(2,471,060)	(124,359)	2,346,701
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(2,471,060)	(124,359)	2,346,701
Fund Balance, Beginning, Restated	2,826,389	2,826,389	-
Fund Balance, Ending	$ 355,329	$ 2,702,030	$ 2,346,701

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Inmate Welfare Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ 200	$ 123	$ (77)
Charges for Services	-	-	-
Total Revenues	200	123	(77)
EXPENDITURES			
Current:			
Public Safety	4,000	3,931	69
Total Expenditures	4,000	3,931	69
Excess (Deficiency) of Revenues over Expenditures	(3,800)	(3,808)	(8)
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(3,800)	(3,808)	(8)
Fund Balance, Beginning	7,242	7,242	-
Fund Balance, Ending	$ 3,442	$ 3,434	$ (8)

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Public Safety Augmentation Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Taxes	$ 861,400	$ 953,634	$ 92,234
Investment Income	11,000	6,028	(4,972)
Total Revenues	872,400	959,662	87,262
EXPENDITURES			
Current:			
Public Safety	1,166,855	1,200,718	(33,863)
Total Expenditures	1,166,855	1,200,718	(33,863)
Excess (Deficiency) of Revenues over Expenditures	(294,455)	(241,056)	53,399
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(294,455)	(241,056)	53,399
Fund Balance, Beginning	385,056	385,056	-
Fund Balance, Ending	$ 90,601	$ 144,000	$ 53,399

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - COPS/SLESA Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ 1,200	$ 2,011	$ 811
Revenue from Other Agencies	292,000	327,289	35,289
Total Revenues	293,200	329,300	36,100
EXPENDITURES			
Current:			
Public Safety	340,083	358,125	(18,042)
Total Expenditures	340,083	358,125	(18,042)
Excess (Deficiency) of Revenues over Expenditures	(46,883)	(28,825)	18,058
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(46,883)	(28,825)	18,058
Fund Balance, Beginning	28,825	28,825	-
Fund Balance, Ending	$ (18,058)	$ -	$ 18,058

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Maintenance District #1 Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Taxes	$ 692,700	$ 738,781	$ 46,081
Investment Income	83,700	133,231	49,531
Total Revenues	776,400	872,012	95,612
EXPENDITURES			
Current:			
Public Works	711,890	409,667	302,223
Total Expenditures	711,890	409,667	302,223
Excess (Deficiency) of Revenues over Expenditures	64,510	462,345	397,835
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	64,510	462,345	397,835
Fund Balance, Beginning	4,236,852	4,236,852	-
Fund Balance, Ending	$ 4,301,362	$ 4,699,197	$ 397,835

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Maintenance District #2 Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Taxes	$ 254,500	$ 322,122	$ 67,622
Investment Income	22,200	36,207	14,007
Total Revenues	276,700	358,329	81,629
EXPENDITURES			
Current:			
Public Works	530,707	193,723	336,984
Total Expenditures	530,707	193,723	336,984
Excess (Deficiency) of Revenues over Expenditures	(254,007)	164,606	418,613
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(254,007)	164,606	418,613
Fund Balance, Beginning	1,150,887	1,150,887	-
Fund Balance, Ending	$ 896,880	$ 1,315,493	$ 418,613

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Coastal Sage Shrub Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Taxes	$ 100,400	$ 107,598	$ 7,198
Investment Income	10,700	16,328	5,628
Total Revenues	111,100	123,926	12,826
EXPENDITURES			
Current:			
Public Works	147,560	130,476	17,084
Total Expenditures	147,560	130,476	17,084
Excess (Deficiency) of Revenues over Expenditures	(36,460)	(6,550)	29,910
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(36,460)	(6,550)	29,910
Fund Balance, Beginning	533,245	533,245	-
Fund Balance, Ending	$ 496,785	$ 526,695	$ 29,910

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Maintenance District #4 Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Special Assessments	$ 1,023,520	$ 1,166,061	$ 142,541
Investment Income	41,200	63,539	22,339
Total Revenues	1,064,720	1,229,600	164,880
EXPENDITURES			
Current:			
Public Works	1,632,310	1,181,869	450,441
Total Expenditures	1,632,310	1,181,869	450,441
Excess (Deficiency) of Revenues over Expenditures	(567,590)	47,731	615,321
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(567,590)	47,731	615,321
Fund Balance, Beginning	2,144,807	2,144,807	-
Fund Balance, Ending	$ 1,577,217	$ 2,192,538	$ 615,321

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Maintenance District #6 Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Special Assessments	$ 159,800	$ 154,717	$ (5,083)
Investment Income	6,300	9,836	3,536
Total Revenues	166,100	164,553	(1,547)
EXPENDITURES			
Current:			
Public Works	303,124	151,557	151,567
Total Expenditures	303,124	151,557	151,567
Excess (Deficiency) of Revenues over Expenditures	(137,024)	12,996	150,020
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(137,024)	12,996	150,020
Fund Balance, Beginning	325,357	325,357	-
Fund Balance, Ending	$ 188,333	$ 338,353	$ 150,020

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Maintenance District #7 Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Special Assessments	$ 177,980	$ 167,425	$ (10,555)
Investment Income	9,100	13,253	4,153
Total Revenues	187,080	180,678	(6,402)
EXPENDITURES			
Current:			
Public Works	348,144	200,598	147,546
Total Expenditures	348,144	200,598	147,546
Excess (Deficiency) of Revenues over Expenditures	(161,064)	(19,920)	141,144
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(161,064)	(19,920)	141,144
Fund Balance, Beginning	460,100	460,100	-
Fund Balance, Ending	$ 299,036	$ 440,180	$ 141,144

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Citywide Maintenance District Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Special Assessments	$ 1,905,710	$ 1,924,509	$ 18,799
Investment Income	12,600	14,474	1,874
Total Revenues	1,918,310	1,938,983	20,673
EXPENDITURES			
Current:			
Public Works	2,367,697	2,035,826	331,871
Community Services	-	-	-
Community Development	-	-	-
Total Expenditures	2,367,697	2,035,826	331,871
Excess (Deficiency) of Revenues over Expenditures	(449,387)	(96,843)	352,544
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(449,387)	(96,843)	352,544
Fund Balance, Beginning	724,581	724,581	-
Fund Balance, Ending	$ 275,194	$ 627,738	$ 352,544

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Sewer Maintenance Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Taxes	$ 351,100	$ 431,031	$ 79,931
Special Assessments	3,937,300	3,857,507	(79,793)
Investment Income	244,700	441,603	196,903
Charges for Services	-	-	-
Total Revenues	4,533,100	4,730,141	197,041
EXPENDITURES			
Current:			
Public Safety	-	-	-
Public Works	14,105,912	1,790,985	12,314,927
Community Development	20	-	20
Total Expenditures	14,105,932	1,790,985	12,314,947
Excess (Deficiency) of Revenues over Expenditures	(9,572,832)	2,939,156	12,511,988
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(9,572,832)	2,939,156	12,511,988
Fund Balance, Beginning	13,475,204	13,475,204	-
Fund Balance, Ending	$ 3,902,372	$ 16,414,360	$ 12,511,988

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Auto Plaza Improvement District Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Taxes	$ 115,668	$ 74,306	$ (41,362)
Investment Income	2,300	4,414	2,114
Total Revenues	117,968	78,720	(39,248)
EXPENDITURES			
Current:			
Community Development	117,511	47,186	70,325
Total Expenditures	117,511	47,186	70,325
Excess (Deficiency) of Revenues over Expenditures	457	31,534	31,077
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	457	31,534	31,077
Fund Balance, Beginning	22,039	22,039	-
Fund Balance, Ending	$ 22,496	$ 53,573	$ 31,077

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - General Plan Update Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Charges for Services	$ 302,500	$ 174,680	$ (127,820)
Investment Income	-	-	-
Total Revenues	302,500	174,680	(127,820)
EXPENDITURES			
Current:			
Community Development	1,000,000	105,809	894,191
Total Expenditures	1,000,000	105,809	894,191
Excess (Deficiency) of Revenues over Expenditures	(697,500)	68,871	766,371
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(697,500)	68,871	766,371
Fund Balance, Beginning	1,305,073	1,305,073	-
Fund Balance, Ending	$ 607,573	$ 1,373,944	$ 766,371

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Measure W Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Taxes	$ 1,370,000	$ 1,352,158	$ (17,842)
Investment Income	99,800	171,170	71,370
Investment Income	-	-	-
Total Revenues	1,469,800	1,523,328	53,528
EXPENDITURES			
Current:			
Public Works	6,378,292	1,533,794	4,844,498
Total Expenditures	6,378,292	1,533,794	4,844,498
Excess (Deficiency) of Revenues over Expenditures	(4,908,492)	(10,466)	4,898,026
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(4,908,492)	(10,466)	4,898,026
Fund Balance, Beginning	5,816,838	5,816,838	-
Fund Balance, Ending	$ 908,346	$ 5,806,372	$ 4,898,026

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Charter PEG Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Taxes	$ -	$ -	$ -
Investment Income	300	419	119
Total Revenues	300	419	119
EXPENDITURES			
Current:			
General Government	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues over Expenditures	300	419	119
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	300	419	119
Fund Balance, Beginning	13,569	13,569	-
Fund Balance, Ending	$ 13,869	$ 13,988	$ 119

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Art in Public Spaces Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ 15,300	$ 22,603	$ 7,303
Other Revenues	-	4,000	4,000
Total Revenues	15,300	26,603	11,303
EXPENDITURES			
Current:			
Public Works	199,998	-	199,998
Total Expenditures	199,998	-	199,998
Excess (Deficiency) of Revenues over Expenditures	(184,698)	26,603	211,301
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(184,698)	26,603	211,301
Fund Balance, Beginning	727,480	727,480	
Fund Balance, Ending	$ 542,782	$ 754,083	$ 211,301

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - West Covina Community Svcs. Found. Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ -	$ -	$ -
Other Revenues	398,140	370,172	(27,968)
Total Revenues	398,140	370,172	(27,968)
EXPENDITURES			
Current:			
General Government	78,560	78,560	-
Public Safety	194,864	5,882	188,982
Community Services	77,016	75,558	1,458
Community Development	-	22	(22)
Total Expenditures	350,440	160,022	190,418
Excess (Deficiency) of Revenues over Expenditures	47,700	210,150	162,450
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	47,700	210,150	162,450
Fund Balance, Beginning	14,945	14,945	-
Fund Balance, Ending	$ 62,645	$ 225,095	$ 162,450

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Measure R Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Taxes	$ 1,887,882	$ 1,760,839	$ (127,043)
Charges for Services	-	1,582	1,582
Investment Income	109,500	183,775	74,275
Total Revenues	1,997,382	1,946,196	(51,186)
EXPENDITURES			
Current:			
Public Works	2,140,065	1,022,664	1,117,401
Community Services	453,131	298,994	154,137
Total Expenditures	2,593,196	1,321,658	1,271,538
Excess (Deficiency) of Revenues over Expenditures	(595,814)	624,538	1,220,352
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(595,814)	624,538	1,220,352
Fund Balance, Beginning	5,514,776	5,514,776	-
Fund Balance, Ending	$ 4,918,962	$ 6,139,314	$ 1,220,352

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Measure M Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Taxes	$ 2,139,600	$ 2,264,459	$ 124,859
Investment Income and Other Revenues	729,620	294,574	(435,046)
Total Revenues	2,869,220	2,559,033	(310,187)
EXPENDITURES			
Current:			
Public Works	11,406,703	2,396,975	9,009,728
Public Safety	-	654	(654)
Total Expenditures	11,406,703	2,397,629	9,009,074
Excess (Deficiency) of Revenues over Expenditures	(8,537,483)	161,404	8,698,887
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(8,537,483)	161,404	8,698,887
Fund Balance, Beginning	9,192,289	9,192,289	-
Fund Balance, Ending	$ 654,806	$ 9,353,693	$ 8,698,887

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Measure H Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ 600	$ 7,140	$ 6,540
Revenue from Other Agencies	-	-	-
Other Revenues	-	214,538	214,538
Total Revenues	600	221,678	221,078
EXPENDITURES			
Current:			
Public Safety	7,500	7,500	-
Community Services	-	-	-
Total Expenditures	7,500	7,500	-
Excess (Deficiency) of Revenues over Expenditures	(6,900)	214,178	221,078
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(6,900)	214,178	221,078
Fund Balance, Beginning	51,427	51,427	-
Fund Balance, Ending	$ 44,527	$ 265,605	$ 221,078

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - CASP Training Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ 2,600	$ 3,457	$ 857
Revenue from Other Agencies	22,840	941	(21,899)
Other Revenues	-	-	-
Total Revenues	25,440	4,398	(21,042)
EXPENDITURES			
Current:			
Public Safety	-	-	-
Community Services	-	-	-
Total Expenditures	-	-	-
Excess (Deficiency) of Revenues over Expenditures	25,440	4,398	(21,042)
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	25,440	4,398	(21,042)
Fund Balance, Beginning	113,573	113,573	-
Fund Balance, Ending	$ 139,013	$ 117,971	$ (21,042)

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Sportsplex Special Revenue Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ -	$ -	$ -
Rental Income	156,600	563,571	406,971
Other Revenues	2,400	26,368	23,968
Total Revenues	159,000	589,939	430,939
EXPENDITURES			
Current:			
Public Works	-	-	-
Community Services	912,068	1,313,960	(401,892)
Total Expenditures	912,068	1,313,960	(401,892)
Excess (Deficiency) of Revenues over Expenditures	(753,068)	(724,021)	29,047
OTHER FINANCING SOURCES (USES)			
Transfers In	753,068	725,821	(27,247)
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	753,068	725,821	(27,247)
Net Change in Fund Balances	-	1,800	1,800
Fund Balance, Beginning	-	-	-
Fund Balance, Ending	$ -	$ 1,800	$ 1,800

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - City Capital Projects Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ -	$ -	$ -
Charges for Services	-	-	-
Total Revenues	-	-	-
EXPENDITURES			
Current:			
Public Safety	19,494	19,494	-
Public Works	7,060,383	450,710	6,609,673
Total Expenditures	7,079,877	470,204	6,609,673
Excess (Deficiency) of Revenues over Expenditures	(7,079,877)	(470,204)	6,609,673
OTHER FINANCING SOURCES (USES)			
Transfers In	468,192	-	(468,192)
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	468,192	-	(468,192)
Net Change in Fund Balances	(6,611,685)	(470,204)	6,141,481
Fund Balance, Beginning	8,487,928	8,487,928	-
Fund Balance, Ending	$ 1,876,243	$ 8,017,724	$ 6,141,481

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Construction Tax Capital Projects Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Taxes	$ 1,100	$ -	$ (1,100)
Investment Income	5,100	7,577	2,477
Total Revenues	6,200	7,577	1,377
EXPENDITURES			
Current:			
Public Works	20,000	-	20,000
Total Expenditures	20,000	-	20,000
Excess (Deficiency) of Revenues over Expenditures	(13,800)	7,577	21,377
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(13,800)	7,577	21,377
Fund Balance, Beginning	245,225	245,225	-
Fund Balance, Ending	$ 231,425	$ 252,802	$ 21,377

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Information Technology Capital Projects Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Revenue from Other Agencies	$ 310,000	$ -	$ (310,000)
Other Revenues	98,100	94,273	(3,827)
Total Revenues	408,100	94,273	(313,827)
EXPENDITURES			
Current:			
General Government	294,540	119,126	175,414
Total Expenditures	294,540	119,126	175,414
Excess (Deficiency) of Revenues over Expenditures	113,560	(24,853)	(138,413)
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	113,560	(24,853)	(138,413)
Fund Balance, Beginning	542,196	542,196	-
Fund Balance, Ending	$ 655,756	$ 517,343	$ (138,413)

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Development Impact Fees Capital Projects Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ -	$ -	$ -
Other Revenues	184,400	8,046	(176,354)
Total Revenues	184,400	8,046	(176,354)
EXPENDITURES			
Current:			
Public Safety	-	-	-
Public Works	183,095	5,182	177,913
Total Expenditures	183,095	5,182	177,913
Excess (Deficiency) of Revenues over Expenditures	1,305	2,864	1,559
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	1,305	2,864	1,559
Fund Balance, Beginning	685,834	685,834	-
Fund Balance, Ending	$ 687,139	$ 688,698	$ 1,559

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Park Development Capital Projects Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ 156,400	$ 231,100	$ 74,700
Other Revenues	-	21,900	21,900
Total Revenues	156,400	253,000	96,600
EXPENDITURES			
Current:			
Public Works	1,990,099	166,201	1,823,898
Community Services	-	-	-
Total Expenditures	1,990,099	166,201	1,823,898
Excess (Deficiency) of Revenues over Expenditures	(1,833,699)	86,799	1,920,498
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	(1,833,699)	86,799	1,920,498
Fund Balance, Beginning	7,542,476	7,542,476	-
Fund Balance, Ending	$ 5,708,777	$ 7,629,275	$ 1,920,498

City of West Covina
Schedule of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual - Future Street Improvements Capital Projects Fund
Year Ended June 30, 2025

	Final Budget	Actual Amounts	Variance - Positive (Negative)
REVENUES			
Investment Income	$ 171,400	$ -	$ (171,400)
Other Revenues	-	-	-
Total Revenues	171,400	-	(171,400)
EXPENDITURES			
Current:			
Public Works	171,400	-	171,400
Community Services	-	-	-
Total Expenditures	171,400	-	171,400
Excess (Deficiency) of Revenues over Expenditures	-	-	-
OTHER FINANCING SOURCES (USES)			
Transfers In	-	-	-
Transfers Out	-	-	-
Total Other Financing Sources (Uses)	-	-	-
Net Change in Fund Balances	-	-	-
Fund Balance, Beginning	428,172	428,172	-
Fund Balance, Ending	$ 428,172	$ 428,172	$ -

INTERNAL SERVICE FUNDS

City of West Covina
Internal Service Funds
Year Ended June 30, 2025

INTERNAL SERVICE FUNDS

The internal service funds are used to account for goods and services provided by one City department to other City departments on a cost reimbursement basis.

Fleet Management
This fund provides maintenance on materials and supplies for City vehicles and other gasoline or diesel powered equipment.

Self-Insurance
This fund accounts for the use of funds that are charged to departments for the administration and payment of claims under the City's self-insured general liability and workers' compensation programs.

Retiree Health Savings Plan
This fund accounts for the set aside lump sum benefits for retiring employees.

Other Post Employment Benefits (OPEB)
This fund is used to allocate OPEB costs for employees.

Vehicle Replacement
This fund provides for replacement of City vehicles.

City of West Covina
Combining Statement of Net Position
Internal Service Funds
June 30, 2025

	Fleet Management	Self-Insurance	Retiree Health Savings Plan	OPEB	Vehicle Replacement	Totals
ASSETS						
Current Assets:						
Cash and Investments	$ 115,871	$ 13,606,888	$ 368,325	$ 1,893,229	$ 1,042,502	$ 17,026,815
Restricted Cash and Investments	-	794,278	-	-	-	794,278
Accounts Receivable	134,689	2,924,363	-	-	68,395	3,127,447
Inventories	65,798	-	-	-	-	65,798
Total Current Assets	316,358	17,325,529	368,325	1,893,229	1,110,897	21,014,338
Noncurrent Assets:						
Capital Assets, Depreciable, Net	131,543	-	-	-	529,603	661,146
Total Noncurrent Assets	131,543	-	-	-	529,603	661,146
Total Assets	447,901	17,325,529	368,325	1,893,229	1,640,500	21,675,484
LIABILITIES						
Current Liabilities:						
Accounts Payable	171,458	289,293	-	-	-	460,751
Other Accrued Liabilities	1,797	-	-	-	-	1,797
Current Portion of Long-Term Liabilities:						
Compensated Absences	-	-	-	-	-	-
Claims Payable	-	7,578,180	-	-	-	7,578,180
Total Current Liabilities	173,255	7,867,473	-	-	-	8,040,728
Noncurrent Liabilities:						
Compensated Absences	-	-	-	-	-	-
Claims Payable	-	15,792,474	-	-	-	15,792,474
Total Noncurrent Liabilities	-	15,792,474	-	-	-	15,792,474
Total Liabilities	173,255	23,659,947	-	-	-	23,833,202
NET POSITION						
Net Investment in Capital Assets	131,543	-	-	-	529,603	661,146
Unrestricted	143,103	(6,334,418)	368,325	1,893,229	1,110,897	(2,818,864)
Total Net Position	$ 274,646	$ (6,334,418)	$ 368,325	$ 1,893,229	$ 1,640,500	$ (2,157,718)

City of West Covina
Combining Statement of Revenues, Expenses, and Changes in Net Position
Internal Service Funds
Year Ended June 30, 2025

	Fleet Management	Self-Insurance	Retiree Health Savings Plan	OPEB	Vehicle Replacement	Totals
OPERATING REVENUES						
Charges for Services	$ 1,368,752	$ 7,058,995	$ -	$ -	$ 81,639	$ 8,509,386
Other Revenues	141,372	3,292,789	-	-	489,072	3,923,233
Total Operating Revenues	1,510,124	10,351,784	-	-	570,711	12,432,619
OPERATING EXPENSES						
Personnel Services	150,021	-	-	-	-	150,021
Cost of Sales, Services and Operations	1,412,009	4,504	-	-	-	1,416,513
Depreciation	33,526	-	-	-	200,362	233,888
Insurance and Claims Paid	-	7,579,123	-	-	-	7,579,123
Total Operating Expenses	1,595,556	7,583,627	-	-	200,362	9,379,545
Operating Income (Loss)	(85,432)	2,768,157	-	-	370,349	3,053,074
NONOPERATING REVENUES (EXPENSES)						
Interest Income	-	-	9,998	51,391	21,073	82,462
Gain/(Loss) on Disposal of Capital Assets	-	-	-	-	-	-
Total Nonoperating Revenues (Expenses)	-	-	9,998	51,391	21,073	82,462
Income (Loss) Before Operating Transfers	(85,432)	2,768,157	9,998	51,391	391,422	3,135,536
Transfers In	-	1,631,369	-	-	-	1,631,369
Transfers Out	-	-	-	-	-	-
Change in Net Position	(85,432)	4,399,526	9,998	51,391	391,422	4,766,905
Net Position - Beginning of Year	360,078	(10,733,944)	358,327	1,841,838	1,249,078	(6,924,623)
Net Position - End of Year	$ 274,646	$ (6,334,418)	$ 368,325	$ 1,893,229	$ 1,640,500	$ (2,157,718)

City of West Covina
Combining Statement of Cash Flows
Internal Service Funds
Year Ended June 30, 2025

	Fleet Management	Self-Insurance	Retiree Health Savings Plan	OPEB	Vehicle Replacement	Totals
CASH FLOWS FROM OPERATING ACTIVITIES						
Cash Received from User Departments	$ 1,419,509	$ 8,669,353	$ -	$ -	$ 522,316	$ 10,611,178
Cash Paid to Suppliers for Goods and Services	(1,349,206)	(8,966,970)	-	-	-	(10,316,176)
Cash Paid to Employees for Services	(156,968)	-	-	-	-	(156,968)
Net Cash from Operating Activities	(86,665)	(297,617)	-	-	522,316	138,034
CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES						
Cash Received from Other Funds	-	1,631,369	-	-	-	1,631,369
Net Cash from Noncapital and Related Financing Activities	-	1,631,369	-	-	-	1,631,369
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Acquisition and Construction of Capital Assets	(31,410)	-	-	-	(81,636)	(113,046)
Net Cash from Capital and Related Financing Activities	(31,410)	-	-	-	(81,636)	(113,046)
CASH FLOWS FROM INVESTING ACTIVITIES						
Interest Received	-	-	9,998	51,391	21,073	82,462
Net Cash from Investing Activities	-	-	9,998	51,391	21,073	82,462
Net Increase (Decrease) in Cash and Cash Equivalents	(118,075)	1,333,752	9,998	51,391	461,753	1,738,819
Cash and Cash Equivalents, Beginning of the Year	233,946	13,067,414	358,327	1,841,838	580,749	16,082,274
Cash and Cash Equivalents, End of the Year	$ 115,871	$ 14,401,166	$ 368,325	$ 1,893,229	$ 1,042,502	$ 17,821,093
Reconciliation of Operating Income (Loss) to Net Cash from Operating Activities:						
Operating Income (Loss)	$ (85,432)	$ 2,768,157	$ -	$ -	$ 370,349	$ 3,053,074
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:						
Depreciation	33,526	-	-	-	200,362	233,888
Miscellaneous Income	-	-	-	-	-	-
Changes in Operating Assets and Liabilities:						
(Increase) Decrease in Accounts Receivable	(90,615)	(1,682,431)	-	-	(48,395)	(1,821,441)
(Increase) Decrease in Inventory and Prepaid Items	(4,657)	-	-	-	-	(4,657)
Increase (Decrease) in Accounts Payable	67,460	(265,693)	-	-	-	(198,233)
Increase (Decrease) in Accrued Liabilities	745	-	-	-	-	745
Increase (Decrease) in Compensated Absences Payable	(7,692)	-	-	-	-	(7,692)
Increase (Decrease) in Claims Payable	-	(1,117,650)	-	-	-	(1,117,650)
Net Cash from Operating Activities	$ (86,665)	$ (297,617)	$ -	$ -	$ 522,316	$ 138,034

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STATISTICAL SECTION

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City of West Covina
Description of Statistical Section Contents
June 30, 2025

This part of the City of West Covina's Annual Comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information say about the government's overall financial health.

Contents:	Pages
Financial Trends these schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time	184
Revenue Capacity these schedules contain information to help the reader assess the City's most significant local revenue source, the property tax	198
Debt Capacity these schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future	206
Demographic and Economic Information these schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place	214
Operating Information these schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs	217

CITY OF WEST COVINA

Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year			
	2016	2017	2018	2019
Governmental activities:				
Net investment in capital assets	$ 148,989,212	$ 153,784,463	$ 153,940,332	$ 147,204,908
Restricted	56,902,504	50,717,656	51,130,936	57,782,735
Unrestricted	(138,162,202)	(144,659,629)	(201,951,785)	(207,212,078)
Total governmental activities net pension	$ 67,729,514	$ 59,842,490	$ 3,119,483	$ (2,224,435)
Business-type activities:				
Net investment in capital assets	$ -	$ -	$ -	$ -
Restricted	-	-	-	-
Unrestricted	(135,676)	(252,336)	(275,010)	(326,385)
Total business-type activities net pension	$ (135,676)	$ (252,336)	$ (275,010)	$ (326,385)
Primary government:				
Net investment in capital assets	$ 148,989,212	$ 153,784,463	$ 153,940,332	$ 147,204,908
Restricted	56,902,504	50,717,656	51,130,936	57,782,735
Unrestricted	(138,297,878)	(144,911,965)	(202,226,795)	(207,538,463)
Total primary government net pension	$ 67,593,838	$ 59,590,154	$ 2,844,473	$ (2,550,820)

Source: City of West Covina Finance Department

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ 140,572,511	$ 139,507,563	$ 152,889,130	$ 152,367,256	$ 149,162,351	$ 152,179,186
65,969,665	89,226,135	98,381,004	109,315,672	113,696,248	113,512,929
(225,184,697)	(255,200,972)	(240,284,642)	(255,282,394)	(249,361,966)	(243,288,551)
$ (18,642,521)	$ (26,467,274)	$ 10,985,492	$ 6,400,534	$ 13,496,633	$ 22,403,564
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
(244,119)	38,329	235,307	241,833	252,092	319,525
$ (244,119)	$ 38,329	$ 235,307	$ 241,833	$ 252,092	$ 319,525
$ 140,572,511	$ 139,507,563	$ 152,889,130	$ 152,367,256	$ 149,162,351	$ 152,179,186
65,969,665	89,226,135	98,381,004	109,315,672	113,696,248	113,512,929
(225,428,816)	(255,162,643)	(240,049,335)	(255,040,561)	(249,109,874)	(242,969,026)
$ (18,886,640)	$ (26,428,945)	$ 11,220,799	$ 6,642,367	$ 13,748,725	$ 22,723,089

CITY OF WEST COVINA

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year			
	2016	2017	2018	2019
Expenses:				
Governmental activities:				
General government	$ 4,963,302	$ 5,775,173	$ 7,523,129	$ 7,515,920
Public safety	48,410,511	56,169,907	67,734,047	58,057,784
Public works	20,259,279	21,243,019	21,161,586	21,625,190
Community services	7,368,492	7,926,410	8,926,070	9,280,450
Community development	753,721	2,190,319	1,618,181	795,685
Interest on long-term debt	1,572,645	1,575,724	1,515,826	1,680,335
Total governmental activities expenses	83,327,950	94,880,552	108,478,839	98,955,364
Business-type activities:				
Computer enterprise	1,638,573	1,575,066	1,305,426	1,263,693
Total business-type activities expenses	1,638,573	1,575,066	1,305,426	1,263,693
Total primary government expenses	84,966,523	96,455,618	109,784,265	100,219,057
Program revenues:				
Governmental activities:				
Charges for services:				
General government	400,051	546,626	814,465	829,295
Public safety	3,170,579	3,201,495	3,610,467	3,839,103
Public works	8,271,744	7,714,148	8,967,472	9,156,370
Community services	1,365,482	1,491,858	2,110,943	1,903,119
Community development	425,013	416,014	264,959	465,097
Operating grants and contributions	13,317,378	10,955,031	10,285,701	12,097,219
Capital grants and contributions	1,004,826	445,980	151,966	360,872
Total governmental activities program revenues	27,955,073	24,771,152	26,205,973	28,651,075
Business-type activities:				
Charges for services:				
Computer enterprise	1,413,114	1,274,318	1,199,162	1,099,028
Total business-type activities program revenues	1,413,114	1,274,318	1,199,162	1,099,028
Total primary government program revenues	29,368,187	26,045,470	27,405,135	29,750,103

Source: City of West Covina Finance Department

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ 7,781,252	$ 18,929,254	$ 3,700,172	$ 19,222,882	$ 20,662,676	$ 5,281,216
72,653,866	62,479,977	49,887,239	66,098,443	65,336,608	74,763,499
23,649,892	17,212,496	13,508,312	24,203,764	20,428,578	25,345,407
9,418,860	7,675,178	12,587,100	10,247,116	11,905,417	10,146,813
1,394,131	1,568,283	1,238,687	1,446,667	1,716,136	1,818,455
1,874,899	8,354,304	9,033,455	8,792,569	8,655,994	8,475,704
116,772,900	116,219,492	89,954,965	130,011,441	128,705,409	125,831,094
1,230,639	475,672	719,911	680,235	682,735	625,561
1,230,639	475,672	719,911	680,235	682,735	625,561
118,003,539	116,695,164	90,674,876	130,691,676	129,388,144	126,456,655
369,796	312,112	617,087	1,192,555	777,588	845,278
4,304,075	3,718,158	4,467,009	5,424,121	6,677,549	8,256,868
2,034,963	4,458,831	8,415,913	11,104,690	8,384,949	8,877,986
2,438,156	697,351	1,620,427	1,957,418	1,549,429	1,634,657
6,780,115	-	-	-	-	-
19,989,920	21,764,524	29,598,365	18,983,157	22,201,169	22,557,825
582,023	10,621,147	17,666,351	15,354,938	15,149,924	14,689,197
36,499,048	41,572,123	62,385,152	54,016,879	54,740,608	56,861,811
1,249,195	758,120	916,458	686,731	692,994	692,994
1,249,195	758,120	916,458	686,731	692,994	692,994
37,748,243	42,330,243	63,301,610	54,703,610	55,433,602	57,554,805

CITY OF WEST COVINA

Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year			
	2016	2017	2018	2019
Net revenues (expenses):				
Governmental activities	$ (55,372,877)	$ (70,109,400)	$ (82,272,866)	$ (70,304,289)
Business-type activities	(225,459)	(300,748)	(106,264)	(164,665)
net primary government revenues (expenses)	(55,598,336)	(70,410,148)	(82,379,130)	(70,468,954)
General revenues and other changes in net position:				
Governmental activities:				
Taxes:				
Property taxes	22,352,163	23,994,740	25,392,860	26,365,067
Sales tax	17,228,237	16,503,563	17,449,827	17,464,609
Franchise tax	3,540,011	3,698,184	4,011,817	4,207,765
Other taxes	6,485,394	6,725,309	7,692,437	9,158,794
Investment income	(566,064)	4,452,938	559,164	2,016,573
Other general revenues	4,236,920	6,847,642	9,256,591	5,747,563
Transfers	101,775	-	-	-
Extraordinary gain (loss)	9,789,266	-	-	-
Total governmental activities	63,167,702	62,222,376	64,362,696	64,960,371
Business-type activities:				
Investment income	3,513	2,070	884	1,083
Other revenues	-	182,018	82,706	112,207
Transfers	(101,775)	-	-	-
Total business-type activities	(98,262)	184,088	83,590	113,290
Total primary government	63,069,440	62,406,464	64,446,286	65,073,661
Changes in net position:				
Governmental activities	7,794,825	(7,887,024)	(17,910,170)	(5,343,918)
Business-type activities	(323,721)	(116,660)	(22,674)	(51,375)
Total primary government change in net position	$ 7,471,104	$ (8,003,684)	$ (17,932,844)	$ (5,395,293)

Source: City of West Covina Finance Department

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ (80,273,852)	$ (74,647,369)	$ (27,569,813)	$ (75,994,562)	$ (73,964,801)	$ (68,969,283)
18,556	282,448	196,547	6,496	10,259	67,433
(80,255,296)	(74,364,921)	(27,373,266)	(75,988,066)	(73,954,542)	(68,901,850)
27,422,706	30,108,110	31,348,677	33,822,147	35,055,298	36,859,582
17,033,647	20,858,803	23,101,668	23,526,119	26,575,421	25,496,967
4,445,101	4,644,360	4,806,348	5,237,769	5,052,041	5,369,545
5,026,703	4,571,270	4,721,569	4,815,955	4,832,080	4,713,000
2,682,794	223,485	(1,082,667)	2,019,179	4,254,045	3,625,993
7,244,815	5,520,479	2,126,984	1,988,435	2,431,663	1,811,127
-	-	-	-	-	-
-	-	-	-	-	-
63,855,766	65,926,507	65,022,579	71,409,604	78,200,548	77,876,214
-	-	-	-	-	-
63,710	-	-	-	-	-
-	-	-	-	-	-
63,710	-	-	-	-	-
63,919,476	65,926,507	65,022,579	71,409,604	78,200,548	77,876,214
(16,418,086)	(8,720,862)	37,452,766	(4,584,958)	4,235,747	8,906,931
82,266	282,448	196,547	6,496	10,259	67,433
$ (16,335,820)	$ (8,438,414)	$ 37,649,313	$ (4,578,462)	$ 4,246,006	$ 8,974,364

CITY OF WEST COVINA

Changes in Net Position
Governmental Activities
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year			
	2016	2017	2018	2019
Expenses:				
General government	$ 4,963,302	$ 5,775,173	$ 7,523,129	$ 7,515,920
Public safety	48,410,511	56,169,907	67,734,047	58,057,784
Public works	20,259,279	21,243,019	21,161,586	21,625,190
Community services	7,368,492	7,926,410	8,926,070	9,280,450
Community development	753,721	2,190,319	1,618,181	795,685
Interest on long-term debt	1,572,645	1,575,724	1,515,826	1,680,335
Total expenses	83,327,950	94,880,552	108,478,839	98,955,364
Program revenues:				
Charges for services:				
General government	400,051	546,626	814,465	829,295
Public safety	3,170,579	3,201,495	3,610,467	3,839,103
Public works	8,271,744	7,714,148	8,967,472	9,156,370
Community services	1,365,482	1,491,858	2,110,943	1,903,119
Community development	425,013	416,014	264,959	465,097
Operating grants and contributions	13,317,378	10,955,031	10,285,701	12,097,219
Capital grants and contributions	1,004,826	445,980	151,966	360,872
Total program revenues	27,955,073	24,771,152	26,205,973	28,651,075
Net program revenues (expenses)	(55,372,877)	(70,109,400)	(82,272,866)	(70,304,289)
General revenues and other changes in net position:				
Taxes:				
Property taxes	22,352,163	23,994,740	25,392,860	26,365,067
Sales tax	17,228,237	16,503,563	17,449,827	17,464,609
Franchise tax	3,540,011	3,698,184	4,011,817	4,207,765
Other taxes	6,485,394	6,725,309	7,692,437	9,158,794
Motor vehicle in lieu, unrestricted	-	-	-	-
Investment income	(566,064)	4,452,938	559,164	2,016,573
Other general revenues	4,236,920	6,847,642	9,256,591	5,747,563
Transfers	101,775	-	-	-
Extraordinary gain (loss)	9,789,266	-	-	-
Total governmental revenues and other changes	63,167,702	62,222,376	64,362,696	64,960,371
Changes in net position	$ 7,794,825	$ (7,887,024)	$ (17,910,170)	$ (5,343,918)

Source: City of West Covina Finance Department

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ 7,781,252	$ 18,929,254	$ 3,700,172	$ 19,222,882	$ 20,662,676	$ 5,281,216
72,653,866	62,479,977	49,887,239	66,098,443	65,336,608	74,763,499
23,649,892	17,212,496	13,508,312	24,203,764	20,428,578	25,345,407
9,418,860	7,675,178	12,587,100	10,247,116	11,905,417	10,146,813
1,394,131	1,568,283	1,238,687	1,446,667	1,716,136	1,818,455
1,874,899	8,354,304	9,033,455	8,792,569	8,655,994	8,475,704
116,772,900	116,219,492	89,954,965	130,011,441	128,705,409	125,831,094
369,796	312,112	617,087	1,192,555	777,588	845,278
4,304,075	3,718,158	4,467,009	5,424,121	6,677,549	8,256,868
2,034,963	4,458,831	8,415,913	11,104,690	8,384,949	8,877,986
2,438,156	697,351	1,620,427	1,957,418	1,549,429	1,634,657
6,780,115	-	-	-	-	-
19,989,920	21,764,524	29,598,365	18,983,157	22,201,169	22,557,825
582,023	10,621,147	17,666,351	15,354,938	15,149,924	14,689,197
36,499,048	41,572,123	62,385,152	54,016,879	54,740,608	56,861,811
(80,273,852)	(74,647,369)	(27,569,813)	(75,994,562)	(73,964,801)	(68,969,283)
27,422,706	30,108,110	31,348,677	33,822,147	35,055,298	36,859,582
17,033,647	20,858,803	23,101,668	23,526,119	26,575,421	25,496,967
4,445,101	4,644,360	4,806,348	5,237,769	5,052,041	5,369,545
5,026,703	4,571,270	4,721,569	4,815,955	4,832,080	4,713,000
-	-	-	-	-	-
2,682,794	223,485	(1,082,667)	2,019,179	4,254,045	3,625,993
7,244,815	5,520,479	2,126,984	1,988,435	2,431,663	1,811,127
-	-	-	-	-	-
-	-	-	-	-	-
63,855,766	65,926,507	65,022,579	71,409,604	78,200,548	77,876,214
$ (16,418,086)	$ (8,720,862)	$ 37,452,766	$ (4,584,958)	$ 4,235,747	$ 8,906,931

CITY OF WEST COVINA

Changes in Net Position
Business-Type Activities
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year			
	2016	2017	2018	2019
Expenses:				
Computer Enterprise	$ 1,638,573	$ 1,575,066	$ 1,305,426	$ 1,263,693
Total expenses	1,638,573	1,575,066	1,305,426	1,263,693
Program revenues:				
Charges for services:				
Computer Enterprise	1,413,114	1,274,318	1,199,162	1,099,028
Total program revenues	1,413,114	1,274,318	1,199,162	1,099,028
Net revenues (expenses)	(225,459)	(300,748)	(106,264)	(164,665)
General revenues and other changes in net position:				
Investment income	3,513	2,070	884	1,083
Other revenues	-	182,018	82,706	112,207
Transfers	(101,775)	-	-	-
Total general revenues and other changes	(98,262)	184,088	83,590	113,290
Changes in net position	$ (323,721)	$ (116,660)	$ (22,674)	$ (51,375)

Source: City of West Covina Finance Department

(continued)

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ 1,230,639	$ 475,672	$ 719,911	$ 680,235	$ 682,735	$ 625,561
1,230,639	475,672	719,911	680,235	682,735	625,561
1,249,195	758,120	916,458	686,731	692,994	692,994
1,249,195	758,120	916,458	686,731	692,994	692,994
18,556	282,448	196,547	6,496	10,259	67,433
-	-	-	-	-	-
63,710	-	-	-	-	-
-	-	-	-	-	-
63,710	-	-	-	-	-
$ 82,266	$ 282,448	$ 196,547	$ 6,496	$ 10,259	$ 67,433

Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year			
	2016	2017	2018	2019
General Fund:				
Nonspendable	$ 7,129,779	$ 6,982,268	$ 9,952,978	$ 8,976,583
Restricted	-	-	-	-
Assigned	-	-	320,200	320,200
Unassigned	15,032,610	14,119,078	11,979,653	9,884,913
Total general fund	$ 22,162,389	$ 21,101,346	$ 22,252,831	$ 19,181,696
All other governmental funds:				
Nonspendable	$ 5,277,203	$ 4,980,450	$ 110,833	$ 99,167
Restricted	51,467,448	45,082,696	49,600,866	57,840,755
Assigned	5,065,065	2,820,665	2,004,895	1,107,138
Unassigned	(531,412)	(1,100,860)	(710,218)	(692,305)
Total all other governmental funds	$ 61,278,304	$ 51,782,951	$ 51,006,376	$ 58,354,755

Source: City of West Covina Finance Department

(continued)

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ 7,086,958	$ 4,009,651	$ 3,380,136	$ 3,358,665	$ 3,356,089	$ 3,120,629
7,650	9,440	8,287	16,069	17,880	20,034
-	-	-	-	-	-
12,580,716	21,468,986	20,770,457	17,654,008	18,484,968	20,988,376
$ 19,675,324	$ 25,488,077	$ 24,158,880	$ 21,028,742	$ 21,858,937	$ 24,129,039
$ 82,420	$ -	$ 11,989	$ 90,943	$ 107,651	$ 59,008
64,044,695	92,198,163	100,732,082	107,980,761	119,703,559	123,397,036
1,786,815	9,687,492	6,601,977	7,617,849	8,487,928	8,017,724
(1,158,958)	(228,169)	(164,865)	(22,661)	(24,225)	(753,507)
$ 64,754,972	$101,657,486	$107,181,183	$115,666,892	$128,274,913	$130,720,261

CITY OF WEST COVINA

Changes in Fund Balances of Governmenta
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year			
	2016	2017	2018	2019
Revenues:				
Taxes	$ 54,237,649	$ 55,502,969	$ 59,255,716	$ 62,477,442
Special assessments	5,550,657	5,318,497	6,077,861	6,347,182
Licenses and permits	1,156,613	1,037,389	1,089,850	1,140,622
Fines and forfeitures	796,989	894,618	1,290,187	1,318,333
Investment income	(570,132)	4,448,607	551,948	2,008,971
Rental income	529,833	604,817	649,968	647,749
Intergovernmental	11,218,711	10,193,278	7,920,178	12,581,261
Charges for services	7,731,236	7,359,139	8,681,704	7,473,923
Other	1,487,103	2,129,531	4,229,895	1,142,659
Total revenues	82,138,659	87,488,845	89,747,307	95,138,142
Expenditures				
Current:				
General government	5,103,814	6,214,682	5,700,461	6,828,020
Public safety	50,962,883	54,480,972	53,087,630	58,205,797
Public works	15,509,267	15,328,717	17,635,489	14,800,936
Community services	6,864,180	10,824,395	6,975,178	7,290,775
Community development	898,714	2,198,881	1,182,255	1,086,128
Debt service:				
Principal retirement	2,027,461	7,931,202	1,958,918	13,353,918
Interest and fiscal charges	1,574,753	1,566,392	1,501,956	1,691,316
Cost of issuance	-	-	-	389,726
Total expenditures	82,941,072	98,545,241	88,041,887	103,646,616
Excess (deficiency) of revenues over (under) expenditures	(802,413)	(11,056,396)	1,705,420	(8,508,474)
Other financing sources (uses):				
Transfers in	4,831,038	5,643,232	3,902,056	149,121
Transfers out	(10,812,296)	(5,643,232)	(5,232,566)	(9,121)
Acquisition under capital leases	2,568,446	500,000	-	-
Issuance of bonds	-	-	-	24,165,000
Premium of refunding bonds issued	-	-	-	1,380,718
Payment to refunded bond escrow agent	-	-	-	(12,900,000)
Extraordinary gain (loss)	-	-	-	-
Total other financing sources (uses)	(3,412,812)	500,000	(1,330,510)	12,785,718
Special Item				
Payment towards UAL	-	-	-	-
Total Special Item	-	-	-	-
Net change in fund balances	$ (4,215,225)	$ (10,556,396)	$ 374,910	$ 4,277,244
Debt service as a percentage of noncapital expenditures	4.70%	10.29%	4.18%	15.08%

Source: City of West Covina Finance Department

(continued)

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ 62,588,256	$ 72,496,610	$ 77,294,614	$ 84,173,323	$ 87,368,883	$ 89,166,908
6,490,254	6,837,731	7,040,726	7,001,653	7,205,542	7,270,219
1,491,744	1,528,117	2,780,660	4,667,301	2,279,923	2,553,750
921,872	380,169	508,463	902,570	911,167	844,646
2,677,045	(18,511)	(1,311,234)	2,879,053	6,072,172	5,740,763
700,455	952,185	1,459,129	1,194,252	1,171,254	1,566,408
15,386,915	11,623,792	20,743,307	12,041,789	14,618,397	13,214,302
7,690,819	6,376,218	10,011,122	8,011,824	8,629,643	10,014,345
3,783,990	2,785,758	7,140,273	4,922,484	3,790,171	2,978,805
101,731,350	102,962,069	125,667,060	125,794,249	132,047,152	133,350,146
6,488,092	6,910,013	5,047,088	7,252,624	9,534,513	6,494,325
58,857,571	60,290,745	59,843,680	57,073,164	58,232,370	63,429,486
17,262,224	15,356,778	28,481,999	25,391,260	18,706,486	30,902,704
7,263,052	6,172,738	11,085,748	8,744,274	10,506,587	8,679,915
1,214,558	1,568,283	1,238,687	1,446,667	1,716,136	1,818,455
1,833,918	2,428,918	5,869,299	6,440,885	6,695,077	7,107,600
1,932,807	5,419,621	9,063,717	8,916,689	8,751,132	8,570,842
-	1,083,165	-	-	-	-
94,852,222	99,230,261	120,630,218	115,265,563	114,142,301	127,003,327
6,879,128	3,731,808	5,036,842	10,528,686	17,904,851	6,346,819
1,494,913	197,353,567	19,667,127	16,881,947	16,072,308	14,694,867
(1,676,955)	(201,320,249)	(20,509,469)	(22,055,062)	(20,385,108)	(16,326,236)
196759	3,900,000	-	-	-	-
-	210,697,048	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
14,717	210,630,366	(842,342)	(5,173,115)	(4,312,800)	(1,631,369)
-	(172,543,016)	-	-	-	-
-	(172,543,016)	-	-	-	
$ 6,893,845	$ 41,819,158	$ 4,194,500	$ 5,355,571	$ 13,592,051	$ 4,715,450
3.97%	7.91%	15.38%	14.47%	14.22%	12.34%

CITY OF WEST COVINA

Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years
(in thousands)

Fiscal Year Ended June 30	City				
	Secured	Non-Unitary	Unsecured	Less: Exemptions	Taxable Assessed Value
2016	7,458,200	-	14,738	(95,915)	7,377,023
2017	7,829,861	-	11,212	(100,253)	7,740,820
2018	8,229,924	-	9,185	(84,900)	8,154,209
2019	8,718,033	-	10,356	(101,379)	8,627,010
2020	9,082,038	-	11,724	(79,629)	9,014,133
2021	9,458,367	-	11,927	(119,220)	9,351,074
2022	9,768,205	-	11,452	(111,904)	9,667,753
2023	10,391,807		12,899	(113,768)	10,290,938
2024	10,922,868		13,559	(119,581)	10,816,846
2025	11,444,591		14,206	(125,293)	11,333,504

NOTE:
In 1978, the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

Source: HdL Coren & Cone, Los Angeles Assessor 2014 - 2021/22 Combined Tax Rolls / Assessed Value of Taxable Property

Successor Agency (SA) of the former Community Development Commission (CDC)				City and SA Total Taxable Assessed Value	Total Direct Tax Rate
Secured	Unsecured	Less: Exemptions	Taxable Assessed Value		
2,795,635	162,488	(189,554)	2,768,569	10,145,592	14.138%
3,028,206	165,375	(170,529)	3,023,052	10,763,872	14.165%
3,103,316	163,326	(154,330)	3,112,312	11,266,521	14.109%
3,305,249	167,442	(168,062)	3,304,629	11,931,639	14.221%
3,483,295	169,859	(195,530)	3,457,624	12,471,757	14.236%
3,604,156	168,578	(222,612)	3,550,122	12,901,196	14.262%
3,688,744	167,649	(209,821)	3,646,572	13,314,325	14.280%
3,956,501	185,953	(230,522)	3,911,932	14,202,870	14.295%
4,158,693	195,456	(242,303)	4,111,846	14,928,692	14.311%
4,357,330	204,792	(253,876)	4,308,246	15,641,750	14.323%

CITY OF WEST COVINA

Direct and Overlapping Property Tax Rates
Last Ten Fiscal Years
(rate per $100 of assessed value)

	Fiscal Year			
	2016	2017	2018	2019
Basic Levy[1]	1.00000	1.00000	1.00000	1.00000
Baldwin Park Unified	0.16288	0.10510	0.13039	0.12402
Bassett Unified School District	0.15771	0.16781	0.17443	0.16349
Covina Valley Unified School District	0.11062	0.12581	0.14205	0.13976
Hacienda-La Puente Unified	0.06394	0.06600	0.10531	0.10706
Metropolitan Water District	0.00350	0.00350	0.00350	0.00350
Mt. San Antonio College	0.02154	0.02400	0.02371	0.02435
Rowland Heights Unified	0.12426	0.12444	0.11841	0.11861
Rowland Heights Usd Ds 2000 Series B	0.00000	0.00000	0.00000	0.00000
Rowland Unified	0.00000	0.00000	0.00000	0.00000
Walnut Valley Unified	0.09285	0.06601	0.07388	0.10582
West Covina Municipal Maint. Dist.	0.18310	0.18310	0.18310	0.18310
West Covina Unified	0.04205	0.04914	0.09514	0.09795
Total Direct & Overlapping[2] Tax Rates	**1.96245**	**1.91492**	**2.04992**	**2.06766**
City Share of 1% Levy Per Prop 13[3]	**0.13820**	**0.13820**	**0.13820**	**0.13820**
Redevelopment Rate[4]	**N/A**	**N/A**	**N/A**	**N/A**
Total Tax Rate[5]	**0.14138**	**0.14165**	**0.14109**	**0.14221**

[1] In 1978, California voters passed Proposition 13 which set the property tax rate at a 1.00% fixed amount. This 1.00% is shared by all taxing agencies for which the subject property resides within. In addition to the 1.00%

[2] Overlapping rates are those of local and county governments that apply to property owners within the

[3] City's share of 1% Levy is based on the City's share of the general fund tax rate area with the largest net

[4] Redevelopment Rate is based on the largest RDA tax rate area and only includes rate(s) from indebtedness adopted prior to 1989 per California State statute. RDA

[5] Total Direct Rate is the weighted average of all individual direct rates applied to by the government preparing the statistical section information and excludes revenues derived from aircraft taxes. Beginning in 2013/14 the Total Direct Rate no longer

Source: Los Angeles County Assessor 2015/16 - 2024/25 Tax Rate Table

(continued)

Fiscal Year					
2020	2021	2022	2023	2024	2025
1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
0.13032	0.19256	0.18029	0.17544	0.12783	0.10924
0.14196	0.14705	0.13911	0.13876	0.17596	0.18425
0.13521	0.12658	0.12995	0.12612	0.12325	0.11110
0.08252	0.08261	0.08511	0.08491	0.10215	0.10360
0.00350	0.00350	0.00350	0.00350	0.00350	0.00700
0.04781	0.04459	0.04608	0.04267	0.03806	0.04113
0.10760	0.10905	0.00000	0.00000	0.00000	0.00000
0.00000	0.00000	0.00000	0.00000	0.00000	0.01579
0.00000	0.00000	0.11128	0.10909	0.11623	0.11343
0.09538	0.09893	0.10066	0.10118	0.10694	0.10681
0.18310	0.18480	0.18480	0.18480	0.18480	0.18480
0.08192	0.09980	0.07968	0.09317	0.06328	0.09698
2.00932	**2.08947**	**2.06046**	**2.05964**	**2.04201**	**2.07413**
0.13820	**0.13820**	**0.13820**	**0.13820**	**0.13820**	**0.13820**
N/A	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
0.14236	**0.14262**	**0.14280**	**0.14295**	**0.14311**	**0.14323**

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CITY OF WEST COVINA

Principal Property Taxpayers
Current Year and Nine Years Ago

	2025			2016		
Taxpayer	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value
Plaza West Covina LLC	$ 295,652,276	1	1.89%	$ 224,708,376	1	2.21%
GREF Eastland Center LP	202,023,184	2	1.29%			
Colony at the Lakes	188,939,712	3	1.21%			
Walnut Ridge Apartments LP	106,338,785	4	0.68%			
CLPF 624 South Glendora Avenue LP	101,663,637	5	0.65%			
CLPF Verandas LP	95,804,498	6	0.61%			
Envision WC MB RE LLC	89,371,290	7	0.57%			
Twelve 31 Partners LP	83,596,140	8	0.53%			
TPA Nasch LLC	63,443,041	9	0.41%			
Go West Covina Owners LLC	60,811,380	10	0.39%			
Barranca Medici LP						
Gateway Crescent LLC						
Eastland Tower Partnership				151,417,830	2	1.49%
Glendora Ave Properties LLC				51,748,570	4	0.51%
TPA of Nasch LLC				45,728,385	8	0.45%
Hassen Real Estate Partnership				37,062,125	10	0.37%
301 South Glendora Avennue Apts				49,609,290	5	0.49%
CSMC 2006 C5 North Barranca St				46,100,000	7	0.45%
Bently Real Estate LLC				40,595,815	9	0.40%
CIP 2014 SG Covina Owner LLC				46,800,000	6	0.46%
KOR BAM Sunset Plaza LLC						
La Palma Royale LLC				56,969,885	3	0.56%
Totals	$ 1,287,643,943		8.23%	$ 750,740,276		7.4%

Twelve 31 Partners LP

Citrus Gardens Apartments LP

Source: HdL Coren & Cone; Los Angeles County Assessor 2015-16 and 2024-25 Combined Tax Rolls and the Non UnitaryTax Roll

CITY OF WEST COVINA

PROPERTY TAX LEVIES AND COLLECTIONS
Last Ten Fiscal Years

	City					
		Collected within the Fiscal Year of Levy			Total Collections to Date	
Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Amount	Percent of Levy	Collections in Subsequent Years	Amount	Percent of Levy
2016	10,173,156	9,881,520	97.13%	88,647	9,970,167	98.00%
2017	10,671,800	10,440,321	97.83%	109,928	10,550,250	98.86%
2018	11,679,354	11,040,516	94.53%	267,238	11,307,754	96.82%
2019	12,395,960	11,894,401	95.95%	96,641	11,991,042	96.73%
2020	12,607,874	11,998,360	95.17%	241,683	12,240,043	97.08%
2021	13,527,500	12,917,734	95.49%	91,377	13,009,111	96.17%
2022	13,947,187	12,958,850	92.91%	421,937	13,380,787	95.94%
2023	15,019,091	14,394,277	95.84%	48,995	14,443,272	96.17%
2024	16,044,884	15,368,164	95.78%	80,606	15,448,770	96.28%
2025	16,626,655	860,616	5.18%	230,287	1,090,903	6.56%

Notes:
The amounts presented include City property taxes and Community Development Commission tax increment. This schedule also includes amounts collected by the City and the Community Development Commission that were passed-through to other agencies.

Source: Los Angeles County Auditor Controller's Office - Accounting Division

Fiscal Year Ended June 30	Community Development Commission					
	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2016	N/A	N/A	N/A	N/A	N/A	N/A
2017	N/A	N/A	N/A	N/A	N/A	N/A
2018	N/A	N/A	N/A	N/A	N/A	N/A
2019	N/A	N/A	N/A	N/A	N/A	N/A
2020	N/A	N/A	N/A	N/A	N/A	N/A
2021	N/A	N/A	N/A	N/A	N/A	N/A
2022	N/A	N/A	N/A	N/A	N/A	N/A
2023	N/A	N/A	N/A	N/A	N/A	N/A
2024	N/A	N/A	N/A	N/A	N/A	N/A
2025	N/A	N/A	N/A	N/A	N/A	N/A

Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year Ended June 30	Governmental Activities				Business-Type Activities
	Lease Revenue Bonds	Loans	Financed Purchase Obligations	Total Governmental Activities	Total Business-type Activities
2016	46,000,000	12,208,103	2,715,337	60,923,440	-
2017	42,570,000	10,920,515	-	53,490,515	-
2018	41,190,000	10,341,597	-	51,531,597	-
2019	39,680,000	9,762,679	-	49,442,679	-
2020	38,425,000	9,183,761	-	47,608,761	-
2021	241,170,000	8,104,843	6,602,048	255,876,891	-
2022	237,238,298	7,525,925	6,411,667	251,175,890	-
2023	231,690,193	6,947,007	6,044,700	244,681,900	-
2024	225,782,088	6,368,089	5,783,541	237,933,718	-
2025	219,483,983	5,789,171	5,499,859	230,773,013	-

Notes:
Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) These ratios are calculated using personal income and population for the prior calendar year.

Source: City of West Covina Finance Department

(continued)

Total Primary Government	Percentage of Personal Income (1)	Debt Per Capita (1)
60,923,440	2.25%	565
53,490,515	1.95%	494
51,531,597	1.77%	477
49,442,679	1.62%	466
47,608,761	1.50%	435
255,876,891	7.70%	2,364
251,175,890	6.78%	2,328
244,681,900	6.16%	2,243
237,933,718	5.81%	2,223
230,773,013	5.43%	2,158

CITY OF WEST COVINA

Ratio of General Bonded Debt Outstanding
Last Ten Fiscal Years
(in thousands of dollars, except Per Capita)

Fiscal Year Ended June 30	Lease Revenue Bonds	Financed Purchase Obligations	Total	Percent of Assessed Value(1)	Per Capita
2016	46,000	2,715	48,715	0.48%	427
2017	42,570	-	42,570	0.40%	393
2018	41,190	-	41,190	0.37%	381
2019	39,680	-	39,680	0.33%	374
2020	38,425	-	38,425	0.31%	363
2021	241,170	6,602	247,772	1.92%	2,228
2022	237,238	6,412	243,650	1.83%	2,199
2023	231,690	6,045	237,735	1.67%	2,124
2024	225,782	5,784	231,566	1.55%	2,109
2025	219,484	5,500	224,984	1.44%	2,053

Notes:
General bonded debt is debt payable with governmental fund resources and general obligation bonds recorded in enterprise funds (of which, the City has none).

(1) Assessed value has been used because the actual value of taxable property is not readily available in the State of California.

Source: City of West Covina Finance Department and Los Angeles County Assessor's Office

CITY OF WEST COVINA

Direct and Overlapping Debt
June 30, 2025

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable (1)	Estimated Share of Overlapping Debt
Debt repaid with Property Taxes:			
METROPOLITAN WATER DISTRICT	$ 9,835,780	0.806	$ 79,240
MT. SAN ANTONIO CCD DS 2008 SERIES 2013A	160,803,885	12.768	20,531,113
MT. SAN ANTONIO CCD DS 2008 SERIES 2013B	1,620,000	12.768	206,838
MT. SAN ANTONIO CCD DS 2013 REF SERIES A	12,320,000	12.768	1,572,993
MT. SAN ANTONIO CCD DS 2013 REF SERIES B	14,560,000	12.768	1,858,991
MT. SAN ANTONIO CCD DS 2008 SERIES 2015C	37,000,000	1.277	472,408
MT. SAN ANTONIO CCD DS 2015 REF BONDS	3,290,000	12.768	420,061
MT. SAN ANTONIO CCD DS 2018 SERIES 2019A	265,125,000	12.768	33,850,621
MT. SAN ANTONIO CCD DS 2020 SERIES A	59,075,000	12.768	7,542,576
MT. SAN ANTONIO CCD DS 2008 SERIES 2020D	120,358,674	12.768	15,367,151
MT. SAN ANTONIO CCD DS 2008 SERIES 2021E	289,508,893	12.768	36,963,907
BALDWIN PARK USD 2002 SERIES 2004	4,882,131	0.303	14,779
BALDWIN PARK USD 2006 SERIES 2013	1,989,076	0.303	6,021
BALDWIN PARK USD 2016 REF BONDS	57,660,000	0.303	174,546
BALDWIN PARK USD 2006 SERIES 2019	10,895,000	0.303	32,981
BALDWIN PARK USD 2019 REF BONDS	32,996,025	0.303	99,884
BALDWIN PARK USD 2018 SERIES 2020	26,800,000	0.303	81,128
BASSETT USD DS 2006 SER B	10,185,729	0.054	5,528
BASSETT USD DS 2014 REF SERIES A	7,325,000	0.054	3,975
BASSETT USD DS 2014 REF SERIES B	4,970,000	0.054	2,697
BASSETT USD DS 2014 SERIES A	8,375,000	0.054	4,545
BASSETT USD DS 2016 REF BONDS	5,345,000	0.054	2,901
BASSETT USD DS 2014 SERIES B	19,530,000	0.054	10,599
COVINA VALLEY USD DS 2001 SERIES B	7,226,440	31.283	2,260,623
COVINA VALLEY USD DS 2012 SERIES A	3,715,000	31.283	1,162,151
COVINA VALLEY USD DS 2013 REF BONDS	4,470,000	31.283	1,398,335
COVINA VALLEY USD DS 2012 SERIES B	12,000,000	31.283	3,753,920
COVINA VALLEY USD DS 2012 SERIES C	2,130,000	31.283	666,321
COVINA VALLEY USD DS 2012 SERIES C1	15,335,000	31.283	4,797,197
COVINA VALLEY USD DS 2016 REF BONDS	28,515,000	31.283	8,920,252
COVINA VALLEY USD DS 2012 SERIES D	13,600,000	31.283	4,254,443
COVINA VALLEY USD DS 2012 SERIES E	56,580,000	31.283	17,699,733
COVINA VALLEY USD DS 2019 REF BONDS	47,850,000	31.283	14,968,756
HACIENDA-LA PUENTE USD DS 2005 REFUNDING BONDS	12,725,000	1.391	176,960
HACIENDA-LA PUENTE USD DS 2007 REFUNDING	44,590,000	1.391	620,090
HACIENDA-LA PUENTE USD DS 2016 SERIES 2017A	57,895,000	1.391	805,115
ROWLAND HEIGHTS USD DS 2005 REF BONDS	4,569,606	14.542	664,511
ROWLAND HEIGHTS USD DS 2006 SERIES D QSCB	10,575,000	14.542	1,537,815
ROWLAND HEIGHTS USD DS 2006 SERIES E	19,830,000	14.542	2,883,676
ROWLAND HEIGHTS USD DS 2012 SERIES A	375,000	14.542	54,532
ROWLAND HEIGHTS USD DS 2013 REF BONDS	20,030,000	14.542	2,912,760
ROWLAND HEIGHTS USD DS 2012 SERIES B	65,999,972	14.542	9,597,706
ROWLAND HEIGHTS USD DS 2015 REF BONDS	38,625,000	14.542	5,616,842
ROWLAND HEIGHTS USD DS 2019 REF BONDS	10,565,000	14.542	1,536,361
ROWLAND HEIGHTS USD DS 2020 REF BONDS	45,110,000	14.542	6,559,889
WALNUT VALLEY USD DS 2000 SERIES D	10,067,924	0.767	77,224
WALNUT VALLEY USD DS 2000 SERIES E	3,743,269	0.767	28,712
WALNUT VALLEY USD DS 2007 SERIES B MEAS. S	9,421,644	0.767	72,267
WALNUT VALLEY USD DS 2014 REF BONDS SERIES A	3,260,000	0.767	25,005
WALNUT VALLEY USD DS 2014 REF BONDS SERIES B	715,000	0.767	5,484
WALNUT VALLEY USD DS 2016 REF BONDS	37,170,000	0.767	285,105
WALNUT VALLEY USD DS 2016 SERIES A BONDS	38,440,000	0.767	294,846
WALNUT VALLEY USD DS 2019 REF BONDS	25,110,000	0.767	192,601
WALNUT VALLEY USD DS 2016 SERIES B BONDS	106,615,000	0.767	817,769
WEST COVINA USD 2002 REFUNDING SERIES A	7,110,000	95.573	6,795,272
WEST COVINA USD DS 2012 REF BONDS	7,890,000	95.573	7,540,745
WEST COVINA USD DS 2016 SERIES A	99,125,000	95.573	94,737,174
Sub Total Overlapping Debt			323,025,675
City of West Covina Direct Debt - Lease Revenue Bonds & Notes/Loans Payable			219,483,983
Total Direct and Overlapping Debt			$ 542,509,658

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Glendora. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident and, therefore, responsible for the debt, for each overlapping government.

(1) The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of the County's taxable assessed value that is within the government's boundaries and dividing it by the County's total taxable assessed value.

Source: HdL Coren & Cone, Los Angeles, County Assessor and Auditor Combined 2020-21 Lien Date Tax Rolls

CITY OF WEST COVINA

Legal Debt Margin Information
Last Ten Fiscal Years
(in thousands of dollars)

	Fiscal Year			
	2016	2017	2018	2019
Assessed valuation	$ 7,377,023	$ 7,740,820	$ 8,154,209	$ 8,627,010
Conversion percentage	25%	25%	25%	25%
Adjusted assessed valuation	1,844,256	1,935,205	2,038,552	2,156,753
Debt limit percentage	15%	15%	15%	15%
Debt limit	276,638.36	290,280.75	305,782.84	323,512.88
Total net debt applicable to limitation	-	-	-	-
Legal debt margin	$ 276,638	$ 290,281	$ 305,783	$ 323,513
Total debt applicable to the limit as a percentage of debt limit	0.0%	0.0%	0.0%	0.0%

The Government Code of the State of California provides for a legal debt margin of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based upon 25% of market value. Effective with the 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). Although the statutory debt limit has not been amended by the State since this change, the percentages presented in the above computations have been proprtionately modified to 3.75% (25% of 15%) for the purpose of this calculation in order to be consistent with the computational effect of the debt limit at the time of the state's establishment of the limit.

Source: City of West Covina Finance Department
Los Angeles County Tax Assessor's Office

Fiscal Year					
2020	2021	2022	2023	2024	2025
$ 9,014,133	$ 9,351,074	$ 9,667,753	$ 10,290,938	$ 10,816,846	$ 11,333,504
25%	25%	25%	25%	25%	25%
2,253,533	2,337,769	2,416,938	2,572,735	2,704,212	2,833,376
15%	15%	15%	15%	15%	15%
338,029.99	350,665.28	362,540.74	385,910.18	405,631.73	425,006.40
-	-	-	-	-	-
$ 338,030	$ 350,665	$ 362,541	$ 385,910	$ 405,632	$ 425,006
0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

CITY OF WEST COVINA

Pledged Revenue Coverage
Last Ten Fiscal Years
(In thousands of dollars)

Fiscal Year Ended June 30	Lease Revenue Bonds and Certificates of Participation			
		Debt Service		
	Revenue	Principal	Interest	Coverage
2016	58,133	1,900	1,121	19.24
2017	64,372	4,005	1,185	12.40
2018	67,196	2,005	1,306	20.29
2019	65,426	1,255	1,356	25.06
2020	70,935	1,255	1,918	22.36
2021	72,992	1,350	5,420	10.78
2022	81,019	5,100	8,845	5.81
2023	85,678	5,495	8,706	6.03
2024	90,226	5,855	8,552	6.26
2025	93,476	6,245	8,380	6.39

Fiscal Year Ended June 30	Tax Allocation Bonds			
	Tax	Debt Service		
	Increment	Principal	Interest	Coverage
2016	15,110	1,480	853	6.48
2017	9,365	19,005	802	0.47
2018	9,040	1,480	455	4.67
2019	11,169	1,765	406	5.14
2020	8,190	1,820	361	3.76
2021	6,775	1,865	306	3.12
2022	5,427	1,615	253	2.91
2023	3,151	1,425	206	1.93
2024	2,082	1,255	160	1.47
2025	2,511	1,290	117	1.78

Note: Details regarding the city's outstanding debt can be found in the notes to the financial statements. Operating expenses do not include interest or depreciation expenses.

Source: City of West Covina Finance Department

(continued)

Fiscal Year Ended June 30	Assessment District Bond					
	Revenue	Less Operating Expenses	Net Available Revenue	Debt Service		
				Principal	Interest	Coverage
2016	6,911	1,429	5,482	2,940	2,124	1.08
2017	4,596	2,536	2,060	2,745	1,365	0.50
2018	4,431	2,536	1,895	3,000	1,429	0.43
2019	5,304	929	4,375	3,250	1,004	1.03
2020	3,999	3,365	634	3,495	1,120	0.14
2021	5,627	3,916	1,711	3,735	650	0.39
2022	3,879	4,347	(468)	4,055	416	(0.10)
2023	1,371	105	1,266	4,905	416	0.24
2024	-	2	(2)	-	-	-

Assessment District Bond has been paid off

Demographic and Economic Statistics
Last Ten Calendar Years

Calendar Year	Population	Personal Income (in thousands)	Per Capita Personal Income	Annual Unemployment Rate
2016	107,813	$ 2,705,736	25,096	6.4%
2017	108,245	$ 2,737,892	25,293	5.2%
2018	108,116	$ 2,916,516	26,975	4.6%
2019	105,999	$ 3,053,619	28,807	4.4%
2020	109,501	$ 3,173,022	30,049	13.1%
2021	108,243	$ 3,324,204	30,710	9.2%
2022	107,893	$ 3,706,972	34,357	4.8%
2023	109,105	$ 3,970,712	36,393	4.7%
2024	107,037	$ 4,093,297	37,406	5.2%
2025	106,923	$ 4,246,796	39,718	4.4%

Sources: HdL Coren & Cone, California State Department of Finance, and California Employment Development

CITY OF WEST COVINA

Principal Employers
Current Year and Nine Years Ago

	2025			2016		
Employer	Number of Employees	Rank	Percent of Total Employment	Number of Employees	Rank	Percent of Total Employment
Emanate Health Queen of the Valley	1,613	1	3.03%	1,591	1	3.13%
Options for Learning	900	2	1.69%	N/A*	N/A*	N/A*
Porto's Bakery	417	3	0.78%	-	N/A*	N/A*
Interspace/Concorde Battery Corporation	245	4	0.46%	245	6	0.48%
Macy's	238	5	0.45%	289	5	0.57%
Target Store #T1028	222	6	0.42%	215	8	0.42%
Target Store #T-2147	219	7	0.41%	N/A*	N/A*	N/A*
Premier Healthcare Services LLC	192	8	0.36%	N/A*	N/A*	N/A*
The Home Depot #8463	174	9	0.33%	N/A*	N/A*	N/A*
B.J.'s Restaurant & Brewery	155	10	0.29%	176	10	0.35%
WC Unified School District	N/A*	N/A*	N/A*	1,466	2	2.88%
City of West Covina	439	N/A*	0.82%	339	3	0.67%
Walmart Store #5954	-	N/A*	N/A*	300	4	0.59%
JC Penny Corp Inc. #1505-7	N/A*	N/A*	N/A*	220	7	0.43%
SGV Newspaper Group	N/A*	N/A*	N/A*	180	9	0.35%
Totals	4,814		9.03%	5,021		9.87%

*N/A- Numbers not available

Note: "Total Employment" as used above represents the total employment of all employers located within City limits.

Source: Labor Market Info, EDD, State of California
HdL Coren & Cone

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CITY OF WEST COVINA

Full-time and Part-time City Employees by Function
Last Ten Fiscal Years

	Fiscal Year									
Function	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
General government	32	42	46	36	32	38	48	34	38	34
Public safety	268	282	259	238	237	259	242	248	251	248
Public works	71	75	56	44	-	-	-			
Public Services	-	-	-	-	25	32	41	51	39	39
Community services	41	87	64	64	27	22	22	59	74	79
Community development	2	1	1	3	12	13	19	24	35	39
Total	414	487	426	385	333	364	372	416	437	439

Source: City of West Covina Finance Department

CITY OF WEST COVINA

Operating Indicators by Function
Last Ten Fiscal Years

Function/Program	Fiscal Year 2016	2017	2018	2019
Public Safety:				
Police:				
Total arrests	2,624	2,818	3,080	2,538
Calls for police service (1)	72,368	74,898	84,850	73,713
Graffiti sites cleaned	N/A	N/A	N/A	N/A
Fire:				
Emergency responses	9,494	9,353	9,383	9,289
Fire inspections	778	816	805	1,009
Public Services:				
Building permits issued	5,038	1,547	1,399	2,938
Graffiti sites cleaned (2)	13,964	6,694	2,391	3,077
Community Services:				
Recreation class registrations (3)	7,129	7,500	17,902	26,482

Note:
(1) Calls received that generated an incident number but not necessarily a police response.
(2) Due to department restructuring, the responsibility for graffiti abatement was absorbed by the Police Department starting fiscal year 2008-2009 and by Public Works starting fiscal year 2015-2016.
(3) The increase in recreation class registrations in FY18 relates to inclusions of daycare classes.
(4) The decrease in recreation class registrations in FY20 relates to COVID restrictions.

Source: City of West Covina Finance Department

(continued)

Fiscal Year					
2020	2021	2022	2023	2024	2025
2,037	1,266	1,266	1,695	1,772	1,804
68,605	61,353	68,221	68,565	68,480	67,841
N/A	N/A	N/A	N/A	N/A	N/A
8,944	9,405	10,286	10,189	10,297	9,806
920	964	1,079	1,582	1,849	851
3,022	3,701	4,941	2,494	2,950	4,479
3,140	2,632	4,363	4,782	4,179	4,363
8,075	65	3,533	6,570	28,896	22,546

Capital Asset Statistics by Function/Progra
Last Ten Fiscal Years

Function	Fiscal Year 2016	2017	2018
Public Safety:			
Police:			
Stations	1	1	1
Fire:			
Stations	5	5	5
Public works:			
Streets (miles)	240.3	240.3	240.3
Streetlight poles	826	674	674
Streelight fixtures	1,109	420	420
Traffic signals	114	97	97
Parks and recreation:			
Sports Complex	1	1	1
Parks	16	16	16
Community centers	4	4	4
Wastewater:			
Sanitary sewers (miles)	238.9	227.0	227.0
Storm sewers (miles)	42.0	26.0	26.0

Source: City of West Covina

(continued)

Fiscal Year						
2019	2020	2021	2022	2023	2024	2025
1	1	1	1	1	1	1
5	5	5	5	5	5	5
240.3	240.3	240.3	240.3	240.3	240.3	240.3
674	674	674	674	674	674	674
420	420	420	420	420	420	420
97	97	97	97	97	97	97
1	1	1	1	1	1	1
16	16	16	16	16	16	16
4	4	4	4	4	4	4
227.0	227.0	227.0	227.0	227.0	227.0	227.0
26.0	26.0	26.0	26.0	26.0	26.0	26.0

Van Lant & Fankhanel, LLP
Certified Public Accountants

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

City Council
City of West Covina
West Covina, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the City of West Covina (City), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 25, 2026. The City's financial statements include a separate column for the Air Quality Improvement Special Revenue Fund in the non-major governmental funds combining financial statements.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. This included tests for compliance with provisions of Assembly Bill 2766 Chapter 1705 (44220 through 44247). However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



June 25, 2026

Van Lant & Fankhanel, LLP
Certified Public Accountants

June 25, 2026

City Council
City of West Covina
West Covina, CA

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of West Covina for the year ended June 30, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards,* and Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 28, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year, except for the implementation of GASB Statement No. 101, *Compensated Absences*. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

> Management's estimate of the fair value of investments is based on information provided by financial institutions. We evaluated the key factors and assumptions used to develop the fair value of investments in determining that it is reasonable in relation to the financial statements as a whole.

Van Lant & Fankhanel, LLP
29970 Technology Drive, Suite 105 A
Murrieta, CA 92563
909.856.6879

Management's estimate of capital assets depreciation is based on historical estimates of each capitalized item's useful life. We evaluated key factors and assumptions used to develop the estimated useful lives in determining that they are reasonable in relation to the financial statements as a whole.

Management's estimate of the net pension and net OPEB liabilities/(assets) are based on actuarial information provided by the California Public Employee Retirement System's (CalPERS) actuarial office, and other sources. We evaluated the key factors and assumptions used to develop these liabilities in determining that the estimated liabilities/(assets) are reasonable in relation to the financial statements as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure of the fair value of investments in Note 2 to the financial statements represents amounts susceptible to market fluctuation.

The disclosure of accumulated depreciation in Note 6 to the financial statements is based on estimated useful lives which could differ from actual useful lives of each capitalized item.

The disclosures for the net OPEB and net pension liabilities/(assets) in the Notes to the financial statements are based on assumptions for discount rates, etc., which could differ from actual experience. The notes disclose the differences in these liabilities/(assets) if different assumptions are used in estimating these liabilities/(assets).

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. None of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 25, 2026.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis and the schedules listed as required supplementary information in the table of contents, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information as listed in the table of contents, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory sections, which accompanies the financial statements but is not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restrictions on Use

This information is intended solely for the use of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Community Financial Report

2024- 2025

This report provides a snapshot of the City's financial information for Fiscal Year (FY) ended June 30, 2025 presented in a user-friendly format. For additional detail, please see the City's complete Annual Comprehensive Financial Report for fiscal year ending June 30, 2025 available at www.westcovina.org.

City Overview

CITY COUNCIL

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

ELECTED OFFICIALS

Nickolas S. Lewis, City Clerk
Colleen B. Rozatti, City Treasurer

CITY MANAGER

Milan Mrakich

EXECUTIVE MANAGEMENT TEAM

Roxanne Lerma, Assistant City Manager
Nilesh Mehta, Assistant City Manager
Thomas P. Duarte, City Attorney
Lisa Sherrick, Assistant City Clerk
Karen Ogawa, Finance Director
Greg McKeown, Fire Chief
Tony Cortina, Police Chief

West Covina

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's 16 square miles flourished with walnut groves and orange groves for many decades.

Population
107K
2025



Personal Income
39.7K
2025 Per Capita



Unemployment Rate
4.4%
2025 Annual

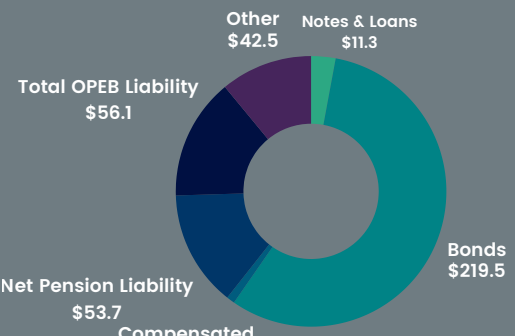
This report is informational in nature and does not constitute a financial statement as defined by Generally Accepted Accounting Principles. The data presented is taken directly from the audited Annual Comprehensive Financial Report (ACFR) for fiscal year ending June 30, 2025.

Statement of Net Position

As of June 30, 2025, the City's total net position was $22.7 million. This is an increase of $9.0 million from the prior year. This increase is due to an increase in assets of $11.7 million, a $3.9 million decrease in deferred inflows of resources, and a $11.4 million decrease in lease revenue bond liabilities. Additionally, the City's total governmental funds reported combined ending fund balances of $154.8 million, an increase of $4.7 million in comparison with the prior fiscal year of $150.1 million.

The City's net position may serve as a useful indicator of the government's financial position over time.

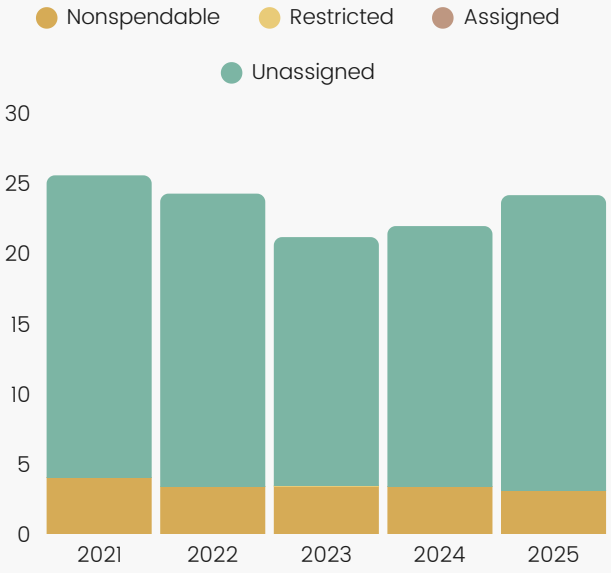
	2025	2024	
Assets	$394.7M	$383.0M	**Assets Increased by 3.1% or $11.7M**
			48% **Capital** Capital Assets make up 48%
+ Deferred Outflows	$29.9M	$49.7M	
− Liabilities	$386.9M	$400.0M	**Liabilities Decreased by 3.3% or $13.1M** *Bonds make up the majority of this liability*
− Deferred Inflows	$15.0M	$19.0M	
= Total Net Position	$22.7M	$13.7M	**The City's Net position increased by 65.3% or $9.0M over FY 2023-24**



General Fund

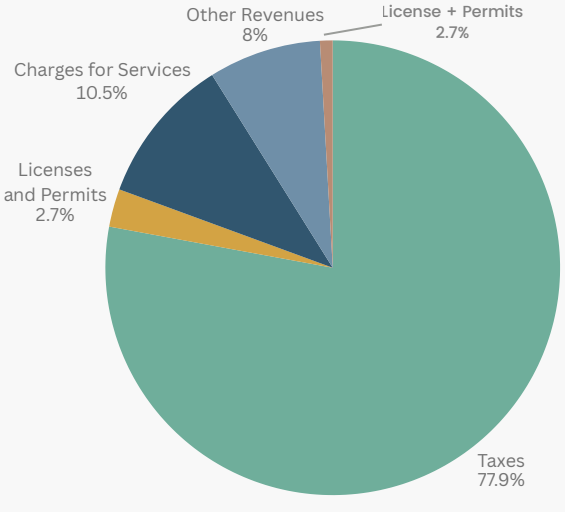
The General Fund is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance of the General Fund was $21.0 million, while total fund balance was $24.1 million. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 28.0% of total general fund expenditures, while total fund balance represents 32.2% of that same amount. The non-spendable portion of fund balance in the amount of $3.1 million mainly consists of Land Held for Resale in the amount of $3.0 million.

Changes in General Fund Fund Balance by Fiscal Year (Millions)

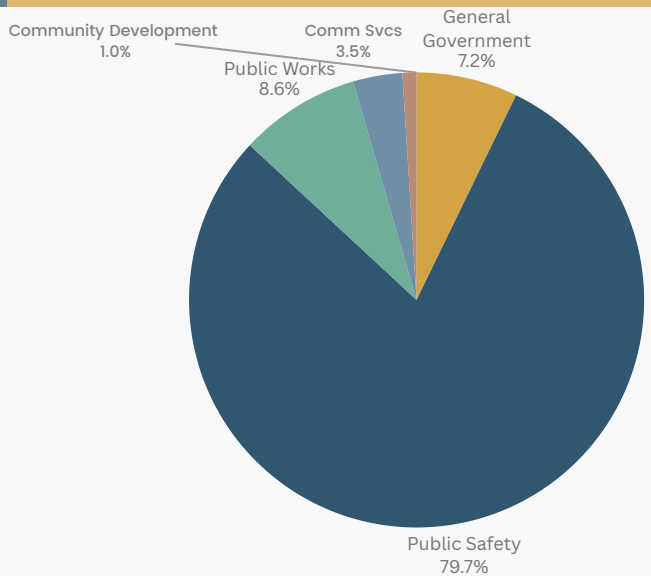


Beginning Fund Balance	$21.9M
Revenue Less Expenditures	+ $18.5M
Net Transfers	- $16.3M
Ending Fund Balance	= $24.1M

Revenue
$93.5 Million



Expenditures
$74.9 Million



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF PURCHASE OF PALO ALTO NETWORKS CITY FIREWALL AND ENDPOINT PROTECTION UPGRADE**

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to purchase the Palo Alto Networks, Inc. Firewall, Endpoint Protection, and Cloud Manager upgrade from CDW utilizing the NASPO ValuePoint Master Agreement (Contract # AR3229), with an overall maximum compensation amount of $700,000; and
2. Authorize the City Manager to negotiate and execute any agreements and documents necessary to purchase the Palo Alto Networks, Inc. Firewall, Endpoint Protection, and Cloud Manager upgrade from CDW, in such form as approved by the City Attorney.

BACKGROUND:

The City's network security infrastructure is critically dependent on network perimeter-edge Firewalls and Endpoint systems to protect against external threats and ensure data integrity.

The City's current security network design uses Firewalls configured in a redundant high-availability setup, and provides strong Endpoint security features, ensuring continuous computer protection and operational network stability.

The City's network security infrastructure firewalls were last upgraded in 2018, and the then-selected Palo Alto hardware is now end-of-life. These Palo Alto Firewall systems are network appliances that require regular patches, security updates, and vendor support, which is now unavailable. The core Palo Alto brand Firewall hardware currently installed at the City Hall and Police Department buildings need to be replaced and upgraded with new Endpoint Protection and Cloud Manager.

DISCUSSION:

Firewall and Endpoint Protection serves as the City's first line of defense against unauthorized access, cyberattacks, and data breaches. This Firewall, Endpoint Protection, and Cloud Manager upgrade allows the City to update the security infrastructure hardware and service to incorporate the latest security protocols, threat intelligence, and protection mechanisms required to defend modern infrastructure.

It is essential for the City to maintain and keep its network and cybersecurity infrastructure current in

order to provide proper security measures and useful life of the equipment. For this reason, the City must procure and install replacements for existing Firewall hardware and upgrade the Endpoint Protection and Network Management System to comply with the manufacturer's support life cycle. Updating the current systems will allow the City to continue maintaining the security of City computers and network systems and protect them from data security risks and vulnerabilities.

Revealing detailed technical specifications of these systems could expose potential vulnerabilities or otherwise increase the likelihood of an attack on the City's critical infrastructure.

CDW is a value-added reseller for the City's current network hardware, which offers modern solutions that meet the City's requirements. The proposed replacement Firewalls and Endpoint Protection systems are designed to better support the City's
current needs, as the existing infrastructure was implemented prior to the transition to a hybrid workforce model, offering performance improvements for handling remote connectivity traffic, video conferencing, computer cybersecurity and data storage efficiency. Furthermore, remaining with the same manufacturer (Palo Alto) will simplify the migration process, limit downtime, and ensure a smooth transition.

The NASPO ValuePoint Master Agreement (Contract # AR3229) with Palo Alto Networks (Attachment No. 2) can be leveraged by all California state and local government agencies, including the City of West Covina. By utilizing this NASPO Master Agreement, the City of West Covina is able to obtain the deepest discounts on the cost to upgrade the Firewall and Endpoint Protection by Palo Alto Networks in the State of California.

Pursuant to Section 2-335(6) of the West Covina Municipal Code, purchases made through a cooperative purchasing agreement or program are exempt from the informal and formal competitive procurement requirements of the Municipal Code provided that (a) the Purchasing Officer determines the purchase is in the best interest of the City, (b) the Purchasing Officr determines the purchase is to the City's economic advantage, and (c) the agreement was competitively awarded using a process that complies with policies, rules, and regulations as approved by the Purchasing Officer. The Purchasing Officer has determined that the requirements are met. Therefore, the purchase is exempt from competitive procurement requirements.

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: Will Trujillo, IT Manager
Additional Approval: Roxanne E. Lerma, Assistant City Manager
Additional Approval: Karen Ogawa, Finance Director

Fiscal Impact

FISCAL IMPACT:

Funding for the Firewall and Endpint Protection Upgrade is included in the Fiscal Year 2026-27 budget.

Attachments

Attachment No. 1 - Quote
Attachment No. 2 - NASPO Contract # AR3229

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

WILLIAM TRUJILLO,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PZBR572	7/29/2026	PALO XDR 500	6461819	$659,752.60

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Palo Alto Networks PA-1420 Firewall Appliance Mfg. Part#: PAN-PA-1420 California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06) Contract: Standard Pricing	4	7259804	$5,001.14	$20,004.56
Palo Alto Networks Premium Support - extended service agreement - 5 years - Mfg. Part#: PAN-SVC-PREM-1420-5YR PA-1420, Premium support 5 years (60 months) term California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06) Electronic distribution - NO MEDIA Contract: Standard Pricing	4	7284820	$7,952.54	$31,810.16
Palo Alto Networks Precision AI Network Security Bundle - subscription lice Mfg. Part#: PAN-PA-1420BNDPRECISIONAI5YR PA-1420, Precision AI Network Security Subscription Bundle (Advanced Threat Prevention Advanced URL Filtering Advanced Wildfire Advanced DNS Security	4	9171831	$40,617.33	$162,469.32

QUOTE DETAILS (CONT.)

Advanced SD-WAN and Device Security) 5 years (60 months) term California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06) Electronic distribution - NO MEDIA Contract: Standard Pricing				
Palo Alto Networks - power supply - redundant - 450 Watt Mfg. Part#: PAN-PWR-450W-AC California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06) Contract: Standard Pricing	4	6938385	$915.18	$3,660.72
PALO ALTO STRATA CLD MGR+AIOPS&ADEM Mfg. Part#: PAN-NGFW-SCM-PRO Strata Cloud Manager - Pro (includes Strata Logging Service) for NGFW subscription California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06) Electronic distribution - NO MEDIA Contract: Standard Pricing	1	8142442	$88,130.00	$88,130.00
Cortex XDR Pro License - 1 Endpoint Mfg. Part#: PAN-XDR-ADV-EP Cortex XDR Pro for 1 endpoint Includes 30 days of data retention and standard success California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06) Electronic distribution - NO MEDIA Contract: Standard Pricing	500	5878169	$208.53	$104,265.00
PALO ALTO CORTEX XDR PRO Mfg. Part#: PAN-XDR-PRO-GB Cortex XDR Pro for daily ingested GB Includes 30 days of ingested data retention 180 days of alerts and incidents retention and standard success California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06) Electronic distribution - NO MEDIA Contract: Standard Pricing	33	7500696	$1,263.78	$41,704.74
Palo Alto Networks Premium Success Plan - technical support - for Cortex XD Mfg. Part#: PAN-XDR-PREM-SUCCESS Cortex XDR Premium Success California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06) Electronic distribution - NO MEDIA Contract: Standard Pricing	1	6363610	$29,568.60	$29,568.60
Palo Alto Networks QuickStart Service - installation configuration - for Mfg. Part#: PAN-CONSULT-XDR-EP-QS-S QuickStart Services for Cortex XDR - up to 2000 Agents California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06) Electronic distribution - NO MEDIA Contract: Standard Pricing	1	7260247	$31,417.94	$31,417.94
PALO ALTO QUICKSTART SVC Mfg. Part#: PAN-CONSULT-XDR-TB-QS QuickStart Services for Cortex XDR Pro per GB California Palo Alto NVP Data Com -	1	7249439	$35,607.00	$35,607.00

QUOTE DETAILS (CONT.)				
AR3229 (AR3229 7-14-7047-06) Electronic distribution - NO MEDIA Contract: Standard Pricing				
Palo Alto Networks Consulting Services - technical support - 1 day Mfg. Part#: PAN-CONSULT-DAY-FW Palo Alto Networks consulting services per day Minimum 5 days California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06) Electronic distribution - NO MEDIA Contract: Standard Pricing	10	7030391	$4,607.96	$46,079.60
PALO ALTO PROJECT MGR PRO SVCS Mfg. Part#: PAN-CONSULT-PRJM-DAY-FW Palo Alto Networks professional services project manager per day California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06) Electronic distribution - NO MEDIA Contract: Standard Pricing	2	7030393	$3,341.75	$6,683.50
Palo Alto Networks Unit 42 Public Sector Expertise on Demand Subscription L Mfg. Part#: PAN-U42-EOD-24HR-L3 UNIT 42 PUBLIC SECTOR EXPERTISE ON DEMAND SUBSCRIPTION 24 HOUR REMOTE RESPONSE TIME UP TO 100 CONSULTING HOURS California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06) Electronic distribution - NO MEDIA Contract: Standard Pricing	1	7874534	$41,795.60	$41,795.60
Training Credit - To be redeemed with Authorized Training Partners (ATPs) - Mfg. Part#: PAN-EDU-TRAINING-100 Training Credit - To be redeemed with Authorized Training Partners (ATPs) California Palo Alto NVP Data Com - AR3229 (AR3229 7-14-7047-06) Electronic distribution - NO MEDIA Contract: Standard Pricing	150	6170098	$94.99	$14,248.50

These services are considered Third Party Services, and this purchase is subject to CDW's Third Party Cloud Services Terms and Conditions, unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	$657,445.24

SHIPPING	$0.00
SALES TAX	$2,307.36
GRAND TOTAL	**$659,752.60**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF WEST COVINA ACCTS PAYABLE 1444 W GARVEY AVE S WEST COVINA, CA 91790-2716 **Phone:** (626) 814-8501 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** CITY OF WEST COVINA WILL TRUJILLO 1444 W GARVEY AVE S WEST COVINA, CA 91790-2716 **Phone:** (626) 814-8501 **Shipping Method:** DROP SHIP-GROUND
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Thomas Hartman | (312) 705-0972 | thomas.hartman@cdwg.com

Need Help?

 My Account

 Support

 Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

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ATTACHMENT NO. 2

Contract #: AR3229

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Palo Alto Networks, Inc.
Name

3000 Tannery Way
Street Address

Clara	CA	95054
City	*State*	*Zip*

Vendor # VC0000182124 Commodity Code #: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact *Name:* Regina Acheampong *Phone Number:* O:669-261-5126; C:240-338-0129 *Email:* racheampon@paloaltonetworks.com

2. CONTRACT PORTFOLIO NAME: Data Communications Products and Services.

3. GENERAL PURPOSE OF CONTRACT: Provide Data Communications Products and Services for the Award Categories provided in Attachment B – Scope of Work..

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2018, Solicitation# SK18001

5. CONTRACT PERIOD: Effective Date: Tuesday, October 01, 2019. Termination Date: Monday, September 30, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: Two (2) one year renewal options.

6. Administrative Fee (if any): Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services

7. Prompt Payment Discount Details (if any): N/A.

8. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions
ATTACHMENT B: Scope Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Value Added Services
ATTACHMENT D: Service Offering EULAs, SLAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation # SK18001.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DocuSigned by:
D61110F402F3434...

Aug-12-2019

Contractor's signature — Date

Jeff True

SVP & General Counsel

Type or Print Name and Title

DIVISION OF PURCHASING

Chris Hughes (Aug 13, 2019)

Aug 13, 2019

Director, Division of Purchasing — Date

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Note: Sections negotiated 2, 16, 18, 19, 20, 22, 25, 26, 27, 28, 29, 34, 36, and 39.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions;
(3) A Purchase Order issued against the Master Agreement, including a Service Level Agreement;
(4) The Solicitation; and
(5) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the

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ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's' software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Embedded Software means one or more software applications which permanently reside on a computing device.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and

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receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Product means any equipment, software (including embedded software), Subscription-based offerings, documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession

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or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

a. The initial term of this Master Agreement is for five (5) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their

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Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

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f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale**. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

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a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment H.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

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8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, terminate the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Termination based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to terminate the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in,

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or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

9. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center, or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All pricing must be guaranteed for the first year of the Master Agreement.

Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

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Requests for price increases must include sufficient documentation supporting the request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturers national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published commercial price list.

No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define entity or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

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c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for services being ordered; and
(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Maintenance agreements may have terms as prescribed in section 27. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be

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F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet published specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed during the Acceptance Period (as defined below) when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked. Upon shipment of the relevant Product to Purchasing Entity,

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Purchasing Entity shall have thirty (30) days in which to inspect whether the Product materially conforms to Contractor's published specifications (the "Acceptance Period"). If the Product is non-conforming, it shall notify Contractor of the non-conformity within the Acceptance Period. Contractor shall replace the Product with a conforming Product. Purchasing Entity shall be deemed to have accepted the Product; (i) at the end of the Acceptance Period if Purchasing Entity has not notified Contractor of any non-conformity with the Product during that time or (ii) if Purchasing Entity has notified Contractor of any non-conformity, the date on which it notifies Contractor that it accepts the replaced Product (the "Acceptance Date").

c. Acceptance of services shall be defined in the applicable Purchase Order and any associated statement of work. Notwithstanding the foregoing, if any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. In such an event, Contractor shall provide Purchasing Entity with a corrective action plan designed to remedy the nonconforming services or deliverable. When defects cannot be corrected by re-performance of the services three (3) times pursuant to the corrective action plans proposed by Contractor, the Purchasing Entity may terminate the services with notice and shall have no liability to pay for such non-conforming services and/or deliverables, including fees and expenses for such services and Deliverables that have not been accepted in accordance with the terms herein. Notwithstanding the foregoing, Purchasing Entity shall be responsible to pay for all services and deliverables that were performed and accepted hereunder.

d. The warranty period shall begin upon Acceptance.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year (90 days for software) from the date of shipment that: (a) the Product substantially performs according to all specific claims that the Contractor made in its response to the solicitation and published specifications, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made

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known to the Contractor. Subject to mutual agreement if the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

19. Title of Product

Upon Acceptance by the Purchasing Entity as detailed in Section 16 above, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity pursuant to Contractor's transfer policy provided within Attachment D, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, revocable, license to use, , translate, for Purchasing Entity's own use in its normal and customary business operation, perform, display, of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

21. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

22. Purchasing Entity Data: Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata.
Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master

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Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

Notwithstanding the foregoing, Purchasing Entity Data will specifically exclude information collected, generated and/or analyzed by the Services such as threat intelligence data derived from processing log files, session data, telemetry, user data, usage data, and copies of potentially malicious files detected by Licensor through use of the Services. For the avoidance of doubt, Contractor may utilize Purchasing Entity Data to the extent that is necessary to continue to operate, adapt and improve its current security offerings. Such use shall not in any manner identify Purchasing Entity Data or Purchasing Entity to any third party and will be used strictly for product operation and improvement purposes.

23. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

24. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

25. Data Privacy: The Contractor must comply with all applicable laws related to data privacy and security. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine what data the Contractor will hold, store, or process. The Contractor must document the Data Categorization in the SLA or Statement of Work.

26. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in certifying the destruction of or exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity at a cost mutually agreed to by the Parties. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

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27. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, and other service agreements, shall not be considered as "new."

General Provisions

28. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$3 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal that enter into Participating Addendums with Contractor as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any

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Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

29. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, and examine, Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. Such audit shall occur no more than once yearly by the same Purchasing Entity and shall be conducted with a minimum disruption of Contractor's business. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of Administrative Fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

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30. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including

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disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 29. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

31. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

32. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

32. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

33. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no

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authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

34. Termination

Unless otherwise stated, this Master Agreement may be terminated by either Lead State or Contractor upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. For the avoidance of any doubt, to the extent allowable by applicable Purchasing Entity law there shall be no refund upon termination for convenience. Termination of the Master Agreement due to Contractor default may be immediate.

35. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

36. Defaults and Remedies

a. The occurrence of any of the following events by Contractor shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The

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Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3)Intentionally Omitted; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

37. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

38. Debarment

The Contractor certifies that neither it nor its principals are presently debarred,

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suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

39. Indemnification and Limitation of Liability

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) intentionally omitted;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) Intentionally omitted.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the

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Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

c. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (A) IN NO EVENT SHALL CONTRACTOR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS, SERVICES OR OTHER GOODS), ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT CONTRACTOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS; AND (B) IN NO EVENT SHALL CONTRACTOR'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS EULA, FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE GREATER OF THREE TIMES THE TOTAL PAYMENTS ACTUALLY MADE BY FOR THE PRODUCTS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION BY THE PURCHASING ENTITY SEEKING TO RECOVER DAMAGES, OR THREE MILLION DOLLARS ($3,000,000). THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY ARISING FROM DEATH OR BODILY INJURY. You agree that the foregoing limitations of liability constitute a material inducement for Palo Alto Networks to enter into this EULA and that the purchase price and fees charged to you would be substantially higher without such limitations.

40. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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41. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

42. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

43. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

44. Leasing or Alternative Financing Methods

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not

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otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

45. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

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eMarket Center Appendix

a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

b. Supplier's Interface with the eMarket Center. There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data no more than once per 30 days to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update no more than once per 30 days to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or

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amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year (see required Price Guarantee Period section 11). The following conditions apply with respect to hosted catalogs:

(1) Updated pricing files are required each calendar month of the month and shall go into effect in the eMarket Center on as approved by the Lead State contract administrator.

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

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g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

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Attachment B – Scope Awarded to Contractor

I. Data Communications Award Categories

The scope for this contract is as provided below. Contractor may offer products (i.e. white box, artificial intelligence, etc.) and services within the Categories it received an award in. Each category also allows for Internet of Things (IoT) products. These products must be an IoT product that can be deployed within, upon, or integrated into a government agency's physical asset to address government line of business needs. Proposals are expected to include IoT products designed to support common government lines of business in specific subcategories i.e. routers, switches, end points, etc. IoT products can only be provided in categories that the vendor is awarded in and can include endpoints that support items in that category.

Category 1.3: ROUTERS, SWITCHES, SECURITY, AND NETWORKING STORAGE

1.3.1 Routers.

A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

1.3.1.1 Branch Routers — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

1.3.1.2 Network Edge Routers — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

1.3.1.3 Core Routers - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

1.3.1.4 Service Aggregation Routers — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

1.3.1.5 Carrier Ethernet Routers — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

1.3.2 Security.

1.3.2.1 Data Center and Virtualization Security Products and Appliances — Products designed to protect high-value data and data center resources with threat defense and policy control.

1.3.2.2 Intrusion Detection/Protection and Firewall Appliances — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs

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deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration
- Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
- Application awareness, full stack visibility and granular control
- Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.
- Upgrade path to include future information feeds and security threats
- SSL decryption to enable identifying undesirable encrypted applications (Optional)

1.3.2.3 Logging Appliances and Analysis Tools — Solutions utilized to collect, classify, analyze, and securely store log messages.

1.3.2.4 Secure Edge and Branch Integrated Security Products — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

1.3.2.5 Secure Mobility Products — Delivers secure, scalable access to corporate applications across multiple mobile devices.

1.3.2.6 Encryption Appliances — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

1.3.2.7 On-premise and Cloud-based services for Network Communications Integrity — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications. This could include cloud access security brokers (CASBs) and DNS security.

1.3.2.8 Secure Access — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

- Management visibility for device access
- Self-service on-boarding
- Centralized policy enforcement
- Differentiated access and services
- Device Management

1.3.3 Storage Networking.

High-speed network of shared storage devices connecting different types of storage devices with data servers.

1.3.3.1 Director Class SAN (Storage Area Network) Switches and Modules — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

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1.3.3.2 Fabric and Blade Server Switches — A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

1.3.3.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management — Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

1.3.3.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data-at-rest, data migration, capacity optimization, data reduction, etc.

1.3.4: Switches.

Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

1.3.4.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

1. Security
    a. SSHv2 (Secure Shell Version 2)
    b. 802.1X (Port Based Network Access Control)
    c. Port Security
    d. DHCP (Dynamic Host Configuration Protocol) Snooping
2. VLANs
3. Fast Ethernet/Gigabit Ethernet
4. PoE (Power over Ethernet)
5. link aggregation
6. 10 Gb support
7. Port mirroring
8. Span Taps
9. Support of IPv6 and IPv4
10. Standards-based rapid spanning tree
11. Netflow Support (Optional).

1.3.4.2 Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security
    - SSHv2
    - MacSec encryption
    - Role-Based Access Control Lists (ACL)

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- Support of IPv6 and IPv4
- 1/10/40/100 Gbps support
- IGP (Interior Gateway Protocol) routing
- EGP (Exterior Gateway Protocol) routing
- VPLS (Virtual Private LAN Service) Support
- VRRP (Virtual Router Redundancy Protocol) Support
- Netflow Support.

1.3.4.3 Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Security (SSHv2 and/or 802.1X)
- Support of IPv6 and IPv4
- Jumbo Frames Support
- Dynamic Trunking Protocol (DTP)
- Per-VLAN Rapid Spanning Tree (PVRST+)
- Switch-port auto recovery
- NetFlow Support or equivalent

1.3.4.4 Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs) a minimum of 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking
- Load Balancing across Trunk group able to use packet based load balancing scheme
- Bridging of Fibre Channel SANs and Ethernet fabrics
- Jumbo Frame Support
- Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member
- Ability to remotely disable and enable individual ports
- Support NetFlow or equivalent

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1.3.4.5 Software Defined Networks (SDN) — An application in SDN that manages flow control to enable intelligent networking.

1.3.4.6 Software Defined Networks (SDN) - Virtualized Switches and Routers — Technology utilized to support software manipulation of hardware for specific use cases.

1.3.4.7 Software Defined Networks (SDN) — Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

1.3.4.8 Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

- Designed for Metro Ethernet networks
- Designed for video and other high bandwidth applications
- Supports a variety of interface types, especially those commonly used by Service Providers

Capabilities should include:

- Redundant Processors
- Redundant Power
- IPv4 and IPv6 unicast and multicast
- High bandwidth
- Low latency
- Hot swappable power supplies and fans
- MPLS (Multiprotocol Label Switching)
- BGP (Border Gateway Protocol)
- Software router virtualization and/or multiple routing tables
- Policy based routing
- Layer 2 functionality
    - Per VLAN Spanning Tree
    - Rapid Spanning Tree
    - VLAN IDs up to 4096
    - Layer 2 Class of Service (IEEE 802.1p)
    - Link Aggregation Control Protocol (LACP)
    - QinQ (IEEE 802.1ad)

1.3.4.9 Carrier Ethernet Access Switches — A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

- Hot-swappable and field-replaceable integrated power supply and fan tray
- AC or DC power supply with minimum DC input ranging from 18V to 32 VDC and 36V to 72 VDC
- Ethernet and console port for manageability

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- SD flash card slot for additional external storage
- Stratum 3 network clock
- Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate
- Support for dying gasp on loss of power
- Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)
- Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications
- Support for Synchronous Ethernet (SyncE) services
- Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies
- Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

II. Value Added Services

For each Award Category above, the following valued services should also be available for procurement at the time of product purchase or anytime afterwards. This provided list of value added services is not intended to be exhaustive, and may be updated pursuant to the terms of the resulting Master Agreement

2.1 Maintenance Services — Capability to provide technical support, software maintenance, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

2.2 Professional Services

a. Deployment Services
   i. Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.
   ii. Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.
   iii. Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.
b. Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.
c. Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.
d. Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.
e. Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.
f. Testing Services – Includes, but not limited to, testing the availability, reliability, security and performance of Customer's existing solutions

2.3 Partner Services — Provided by Contractor's Authorized Partners/Resellers.

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a. Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the primary Contractor (OEM), Contractor is ultimately responsible for the service and performance of its Partners/ Resellers. Customers may have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

2.4 **Training** — Learning offerings for IT professionals on networking technologies, including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

III. Product Line Additions

During the contract term Contractor may submit a request to update product catalog that falls within the scope listed in herein this Attachment B as new technology is introduced, updated or removed from the market. Lead State will evaluate requests and update the contract offering as appropriate. New product additions must utilize the same pricing structure as was used for services falling into the same service category.

A. Minimum Discount %

The Minimum Discount % off List shall be firm fixed for the duration of the contract. However, the list prices may fluctuate through the life of the contract, as provided within Attachment A. Contractor may offer increased discounts upon achievement of contract volume milestones. Minimum guaranteed contract discounts do not preclude Contractor and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion. Purchasing entities shall benefit from any promotional pricing offered by the Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

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Attachment C - Pricing Discounts and Value Added Services

Contractor ***Palo Alto Networks***

Section 1: Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.

2. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.

3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.

4. Contractor's price catalog shall include the price structures of all products, services and value added items (i.e., Maintenance Services, Professional Services, Etc.) that it intends to provide under its contract. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

Section 2: Minimum Discount % off List

Category 1.3 Routers, Switches, Secuirty, and Networking Storage*	
Hardware and Software (on premise)	20.00%
Cloud Services	15.00%
Service Packages (i.e., Maintenance, etc.)	10.00%

Section 3: Value Added Services

Provide the title, job description for each title, and associated hourly rate. Add additional rows as necessary.

		Hourly Rates					
		Weekday		Weekend		State Holiday	
Title	**Job Description**	**Onsite**	**Remote**	**Onsite**	**Remote**	**Onsite**	**Remote**
Maintenance Services	N/A						
Professional Services	T&M Engineer (e.g. development of deployment/migration plans including test plan / back out plan as required)	$375	$375	$560	$560	$560	$560
Deployment Services	Varies depending on project needs						
Consulting Advisory Services	N/A						
Architectural Design Services	T&M Architect (e.g. high level design based on business and technical objectives)	$437.50	$437.50	NA	NA	NA	NA
Statement of Work Services	Custom per requirement						
Partner Services	N/A						
Training Deployment Services	N/A						
[add any additional Value Added Services]							

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END USER AGREEMENT ("EULA")

THIS IS A LEGAL AGREEMENT BETWEEN YOU (REFERRED TO HEREIN AS "**CUSTOMER**", "**END USER**", "**YOU**" or "**YOUR**") AND (A) PALO ALTO NETWORKS, INC., 3000 TANNERY WAY, SANTA CLARA, CALIFORNIA 95054 UNITED STATES, IF YOU ARE LOCATED IN NORTH OR LATIN AMERICA; OR (B) PALO ALTO NETWORKS (NETHERLANDS) B.V., OVAL TOWER, DE ENTRÉE 99-197, 5TH FLOOR, 1101 HE AMSTERDAM, IF YOU ARE LOCATED OUTSIDE NORTH OR LATIN AMERICA ("**PALO ALTO NETWORKS**").

BY DOWNLOADING, INSTALLING, REGISTERING, ACCESSING, EVALUATING OR OTHERWISE USING PALO ALTO NETWORKS PRODUCTS, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE BOUND TO THIS EULA. IF YOU DO NOT ACCEPT ALL ITS TERMS, IMMEDIATELY CEASE USING OR ACCESSING THE PRODUCT. THIS EULA GOVERNS YOUR USE OF PALO ALTO NETWORKS PRODUCTS HOWEVER THEY WERE ACQUIRED INCLUDING WITHOUT LIMITATION VIA AN AUTHORIZED DISTRIBUTOR, RESELLER, ONLINE APP STORE, OR MARKETPLACE. MAINTENANCE AND SUPPORT SERVICES ARE GOVERNED BY THE END USER SUPPORT AGREEMENT ("**EUSA**") FOUND AT www.paloaltonetworks.com/legal/eusa WHICH IS HEREBY INCORPORATED BY REFERENCE INTO THIS EULA.

1. DEFINITIONS

"**Affiliate**" means any entity that Controls, is Controlled by, or is under common Control with End User or Palo Alto Networks, as applicable, where "Control" means having the power, directly or indirectly, to direct or cause the direction of the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise.

"**End User Data**" means data that may be accessed or collected by Products during the relationship governed by this EULA, in the form of logs, session data, telemetry, user data, usage data, threat intelligence data, and copies of potentially malicious files detected by the Product. End User Data may include confidential data and personal data, such as source and destination IP addresses, active directory information, file applications, URLs, file names, and file content.

"**Hardware**" means hardware-based products listed on Palo Alto Networks' then-current price list or supplied by Palo Alto Networks regardless of whether a fee is charged for such hardware.

"**Product**" means, collectively, Hardware, Software, Subscription, or any combination thereof.

"**Security Incident**" means any unauthorized access to any End User Data stored on Palo Alto Networks' equipment or in Palo Alto Networks' facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of End User Data that compromises the privacy, security or confidentiality of such End User Data.

"**Software**" means any software embedded in Hardware and any standalone software that is provided without Hardware, including updates, regardless of whether a fee is charged for the use of such software.

"**Subscription**" means cloud-hosted, SaaS offerings provided by Palo Alto Networks including, but not limited to, Aperture, AutoFocus, Evident, GlobalProtect Cloud, Logging, Magnifier, RedLock, Threat Prevention, URL Filtering, WildFire, regardless of whether a fee is charged for its use. Maintenance and support, and professional services are not considered Subscriptions under this EULA.

2. USE AND RESTRICTIONS

a. Software Use Grant

This section 2.a applies to Software only. Palo Alto Networks grants you a limited, non-exclusive right to use the Software:

i. in accordance with published specifications for the Product;

ii. solely for your internal use, unless agreed otherwise in a separate written contract with Palo Alto Networks; and

iii. through your third-party contractor providing IT services solely for your benefit, subject to their compliance with this EULA. All other rights in the Software are expressly reserved by Palo Alto Networks.

b. Access to Subscriptions

This section 2.b applies to Subscriptions only. During the period for which you purchased Subscriptions, Palo Alto Networks will use commercially reasonable efforts to make them available 24 hours a day, 7 days a week except for published downtime or any unavailability caused by circumstances beyond our control including, but not limited to, a force majeure event described in section 13.g below. Palo Alto Networks grants you a non-exclusive right to access the Subscriptions:

i. in accordance with published specifications for the Subscriptions;

ii. solely for your internal use, unless agreed otherwise in a separate written contract with Palo Alto Networks; and

iii. through your third-party contractor providing IT services solely for your benefit, subject to their compliance with this EULA.

All other rights to the Subscriptions are expressly reserved by Palo Alto Networks.

c. Use Restrictions

You shall not:

i. modify, translate or create derivative works from the Products, in whole or in part;

ii. disassemble, decompile, reverse engineer or otherwise attempt to derive the source code of the Products, in whole or in part, unless expressly permitted by applicable law in the jurisdiction of use despite this prohibition;

iii. disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that you (or a third-party contracted by you) run on the Products, in whole or in part;

iv. interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the Subscriptions, their related systems or networks, or any third-party data contained therein;

v. use the Subscriptions in any manner not authorized by the published specifications for the applicable Subscriptions;

vi. duplicate the Software, except for making a reasonable number of archival or backup copies, provided that you reproduce in your copy the copyright, trademark and other proprietary notices or markings that appear on the original copy of the Software (if any) as delivered to you;

vii. sell, resell, distribute, transfer, publish, disclose, rent, lend, lease or sublicense the Products, except in accordance with Palo Alto Networks license transfer procedure (https://www.paloaltonetworks.com/support/support-policies/secondary-market-policy.html); or

viii. make the functionality of the Products available to any third party through any means, including without limitation, by uploading the Software to a network or file-sharing service or through any hosting, application services provider, service bureau or other type of services unless agreed otherwise in a separate managed services agreement with Palo Alto Networks.

d. Affiliates

If you purchase Product for use by your Affiliate, you shall:

i. provide the Affiliate with a copy of this EULA;

ii. ensure that the affiliate complies with the terms and conditions therein; and

iii. be responsible for any breach of this EULA by such affiliate.

e. Authentication Credentials and Security Incidents

You shall keep accounts and authentication credentials providing access to Products secure and confidential. You must notify Palo Alto Networks without undue delay about any actual or suspected misuse of your accounts or authentication credentials or of any Security Incident you become aware of.

3. OWNERSHIP

Palo Alto Networks and its suppliers retain all rights to intellectual and intangible property relating to the Product, including but not limited to copyrights, patents, trade secret rights, and trademarks and any other intellectual property rights therein unless otherwise indicated. You shall not delete or alter the copyright, trademark, or other proprietary rights notices or markings that appear on the Product. To the extent you provide any suggestions or comments related to the Products, Palo Alto Networks shall have the right to retain and use any such suggestions or comments in current or future products or subscriptions, without your approval or compensation to you.

4. PAYMENT AND TAXES

a. Fees

Applicable fees will be set forth on the website at the time of purchase or in the applicable invoice. Note, however, that fees which are payable in advance for volume or capacity usage (e.g., terabytes of data, # of accounts, endpoints, devices, seats, users, workloads, etc.) must be reconciled with actual usage at the end of each month or applicable service period. Palo Alto Networks reserves the right to perform true-up reconciliation and charge for any usage above the volume or capacity purchased. Unless you have chosen monthly billing, fees will be due net thirty (30) days from invoice date. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest at the highest rate permissible by applicable law. Palo Alto Networks reserves the right to assign its right to receive payments hereunder to a third party with notice but without your consent. For purposes of such assignment, such third party shall be considered a third-party beneficiary of the payment obligation under this EULA. All fees are non-refundable unless otherwise specified.

b. Taxes

Prices quoted are exclusive of all sales, use, value-added, good and services, withholding and other taxes or duties. You will pay or self-assess all taxes and duties assessed in connection with this EULA and its performance, except for taxes payable on Palo Alto Networks' net income. To the extent that any amounts payable by you are subject to withholding taxes, the amount payable shall be grossed up such that the amount paid to Palo Alto Networks net of withholding taxes equals the amount invoiced by Palo Alto Networks. If you pay any withholding taxes based on payments made by you to Palo Alto Networks hereunder, you will furnish Palo Alto Networks with written documentation of all such tax payments, including receipts and other customary documentation, to demonstrate to the relevant tax authorities that you have paid such taxes. If applicable, you shall also provide Palo Alto Networks with appropriate VAT/GST registration numbers and other documentation satisfactory to the applicable taxing authorities to substantiate any claim of exemption from any tax or duties. You agree to indemnify Palo Alto Networks from liabilities, damage, costs, fees and expenses, arising out of or resulting from any third-party claims based on or otherwise attributable to your breach of this section 4.b.

The entirety of this section 4 does not apply to you if you purchased Product from an authorized reseller.

5. THIRD-PARTY PRODUCTS AND SERVICES

Through its Security Operating Platform, Palo Alto Networks may make available to you third-party products or services ("**third-party apps**") which may contain features designed to interoperate with our Products. To use such features, you must obtain access to such third-party apps from their respective providers. All third-party apps are optional and if you choose to utilize such third-party apps:

i. all governing terms and conditions, including data processing terms, shall be entered into between you and the applicable app provider;

ii. you may be required to grant Palo Alto Networks access to your account on such third-party apps; and

iii. you instruct Palo Alto Networks to allow the app provider to access your data as required for the interoperation with our Products.

In the event the operation of the third-party app requires the processing of personal data to which the General Data Protection Regulation ("**GDPR**") applies in a country that does not provide adequate data protection safeguards, then you and the app provider will put in place an adequate data transfer mechanism as set out in Arts. 46 or 47 of the GDPR, including executing appropriate Standard Contractual Clauses, as needed. Palo Alto Networks shall not be responsible for any disclosure, modification, or deletion of your data resulting from access by such app providers. App providers do not operate as sub-processors to Palo Alto Networks, as that term is defined in the GDPR. Palo Alto Networks is not liable for and does not warrant or support any such third-party apps, whether or not they are designated as "Palo Alto Networks-certified" or otherwise. Similarly, Palo Alto Networks cannot guarantee the continued availability of such third-party apps, and may cease providing them without entitling you to any refund, credit, or other compensation, if for example the provider of the third-party app ceases to make its product or service available in a manner acceptable to Palo Alto Networks.

6. TERM; TERMINATION; AND EFFECT OF TERMINATION

This EULA is effective until terminated. You may terminate this EULA at any time by notifying Palo Alto Networks. Palo Alto Networks may terminate this EULA at any time in the event you breach any material term of this EULA and fail to cure such breach within thirty (30) days following notice. Upon termination, you shall immediately cease using the Product.

7. WARRANTY, EXCLUSIONS AND DISCLAIMERS

a. Warranty

Palo Alto Networks warrants that:

i. the Hardware shall be free from defects in material and workmanship for one (1) year from the date of shipment;

ii. the Software will substantially conform to Palo Alto Networks' published specifications for three (3) months from the date of shipment; and

iii. the Subscriptions shall perform materially to published specifications for the Product. As your sole and exclusive remedy, and Palo Alto Networks' and its suppliers' sole and exclusive liability for breach of warranty, Palo Alto Networks shall, at its option and expense, repair or replace the Hardware or correct the Software or the Subscriptions, as applicable.

All warranty claims must be made on or before the expiration of the warranty period specified herein, if any. Replacement Products may consist of new or remanufactured parts that are equivalent to new. All Products that are returned to Palo Alto Networks and replaced become the property of Palo Alto Networks. Palo Alto Networks shall not be responsible for your or

any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to Palo Alto Networks for repair or upon termination, whether under warranty or not. You will pay the shipping costs for return of Products to Palo Alto Networks. Palo Alto Networks will pay the shipping costs for repaired or replaced Products back to you.

b. Exclusions

The warranty set forth above shall not apply if the failure of the Product results from or is otherwise attributable to:

i. repair, maintenance or modification of the Product by persons other than Palo Alto Networks or a Palo Alto Networks-authorized party;

ii. accident, negligence, abuse or misuse of a Product;

iii. use of the Product other than in accordance with Palo Alto Networks' published specifications;

iv. improper installation or site preparation or your failure to comply with environmental and storage requirements set forth in the published specifications including, without limitation, temperature or humidity ranges; or

v. causes external to the Product such as, but not limited to, failure of electrical systems, fire or water damage.

c. Disclaimers

EXCEPT FOR THE WARRANTIES EXPRESSLY STATED AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE PROVIDED "AS IS". PALO ALTO NETWORKS AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PALO ALTO NETWORKS DOES NOT WARRANT THAT (A) THE PRODUCTS WILL MEET YOUR REQUIREMENTS, (B) USE THEREOF SHALL BE UNINTERRUPTED OR ERROR-FREE, OR (C) THE PRODUCTS WILL PROTECT AGAINST ALL POSSIBLE THREATS WHETHER KNOWN OR UNKNOWN.

8. LIMITATION OF LIABILITY

a. Disclaimer of Indirect Damages

To the fullest extent permitted by applicable law, in no event shall either party or Palo Alto Networks' suppliers be liable for any special, indirect, incidental, punitive, exemplary or consequential damages of any kind (including but not limited to loss of use, data, business or profits, or for the cost of procuring substitute products, services or other goods), arising out of or relating to this EULA, regardless of the theory of liability and whether or not the other party was advised of the possibility of such damage or loss.

b. Direct Damages

To the fullest extent permitted by applicable law, in no event shall the total liability of either party or Palo Alto Networks' suppliers, from all claims or causes of action and under all theories of liability arising out of or relating to this EULA, exceed the greater of one million United States dollars or the total amount paid by End User for the entire term of the subscription or enterprise agreement on which the claim is based. The foregoing limitation in this section 8.b shall not apply to liability arising from:

i. death or bodily injury;

ii. sections 2 (Use and Restrictions) and 9 (Indemnification); and

iii. End User's payment obligations for the Product.

9. INDEMNIFICATION

a. Indemnification and Procedure

Palo Alto Networks will defend, at its expense, any third-party action or suit against you alleging that the Product infringes or misappropriates such third party's patent, copyright, trademark, or trade secret (a "**Claim**"), and Palo Alto Networks will pay damages awarded in final judgment against you or agreed to in settlement by Palo Alto Networks that are attributable to any such Claim; provided that you (a) promptly notify Palo Alto Networks in writing of the Claim; (b) give Palo Alto Networks sole control of the defense and settlement of the Claim; and (c) reasonably cooperate with Palo Alto Networks' requests for assistance with the defense and settlement of the Claim. Palo Alto Networks will not be bound by any settlement or compromise that you enter into without Palo Alto Networks' prior written consent.

b. Remedy

If the Product becomes, or in Palo Alto Networks' opinion is likely to become, the subject of a Claim, then Palo Alto Networks may, at its sole option and expense:

i. procure the right for you to continue using the Product;
ii. replace or modify the Product to avoid the Claim; or
iii. if options (i) and (ii) cannot be accomplished despite Palo Alto Networks' reasonable efforts, then Palo Alto Networks may accept return of the Product and grant you credit for the price of the Product as depreciated on a straight-line five (5) year basis, commencing on the date you received such Product or, for Subscriptions, grant you credit for the portion of the Subscription paid but not used.

c. Exceptions

Palo Alto Networks' obligations under this section shall not apply to the extent any Claim results from or is based on:

i. modifications to the Product made by a party other than Palo Alto Networks or its designee;
ii. the combination, operation, or use of the Product with hardware or software not supplied by Palo Alto Networks, if a Claim would not have occurred but for such combination, operation or use;
iii. failure to use the most recent version or release of the Product;
iv. Palo Alto Networks' compliance with your explicit or written designs, specifications or instructions; or
v. use of the Product not in accordance with published specifications.

THE FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY THIRD-PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

10. CONFIDENTIALITY

"**Confidential Information**" means the non-public information that is exchanged between the parties, provided that such information is identified as confidential at the time of disclosure by the disclosing party ("**Discloser**"), or disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information ("**Recipient**").

Notwithstanding the foregoing, Confidential Information is exclusive of information or data that Recipient can prove by credible evidence:

a. Was in the public domain at the time it was communicated to Recipient;
b. Entered the public domain subsequent to the time it was communicated to Recipient through no fault of Recipient;
c. Was in Recipient's possession not in violation of any obligation of confidentiality at the time it was communicated to Recipient;
d. Was disclosed to Recipient not in any violation of any obligation of confidentiality; or
e. Was developed by employees or agents of Recipient without use of or reference to the Confidential Information of Discloser.

Each party will not use the other party's Confidential Information, except as necessary for the performance of this EULA, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of this EULA, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all of the other party's Confidential Information in its possession or control, but in no event shall each party use less effort that it ordinarily uses with respect to its own confidential information of similar nature and importance.

The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this EULA:

a. Pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement;
b. On a confidential basis to its legal or professional financial advisors; or
c. As required under applicable securities regulations.

The foregoing obligations of each Party shall continue for the period terminating three (3) years from the date on which the Confidential Information is last disclosed, or the date of termination of this EULA, whichever is later.

11. END USER DATA AND DATA PROTECTION

a. Sharing Data

Palo Alto Networks provides End User the ability to configure the Products to share End User Data (including type thereof) with Palo Alto Networks for threat analysis and prevention as described in the applicable Product documentation, which contains details regarding the processing of End User Data and End User's options for sharing such data.

b. Data Processing

End User acknowledges, agrees and grants to Palo Alto Networks the right, to the extent permitted by applicable law, to process and retain data, including End User Data, shared by End User related to a security event, for the legitimate interest of operating, providing, maintaining, developing, and improving security technologies and services, including for purposes compatible with providing such services. To the extent Palo Alto Networks processes personal data on behalf of End User as a processor in the meaning given in EU data protection law, it will do so in accordance with section 12.

c. Subcontractors

Palo Alto Networks will take appropriate measures to safeguard the confidentiality of End User Data. Except where required by law, Palo Alto Networks will not share End User Data with third parties other than with selected subcontractors. Palo Alto Networks will impose appropriate contractual obligations upon such subcontractors that are no less protective than this section 11 and Palo Alto Networks will remain responsible for the subcontractor's compliance with this EULA and for any acts or omissions of the subcontractor that cause Palo Alto Networks to breach any of its obligations under this EULA.

d. Regional Data Centers

For some Products, End Users may configure the Products to have End User Data remain in facilities located within the European Economic Area or another available region. If so, Palo Alto Networks will not transfer data out of the selected region, unless compelled by law or a binding order of a governmental body.

e. Compliance with Laws

Palo Alto Networks will process End User Data in accordance with applicable data protection laws, including, where applicable, the EU General Data Protection Regulation. End User represents and warrants that its use of the Products, its authorization for Palo Alto Networks' access to data, and any related submission of data to Palo Alto Networks, including any End User Data contained therein, complies with all applicable laws, including those related to data privacy, data security, electronic communication and the export of technical, personal or sensitive data.

f. PCI Compliance

Palo Alto Networks is not a payment processor and as such is not subject to compliance with PCI standards. However, Palo Alto Networks acknowledges that credit card information may be provided by End User during the performance or use of Products and therefore Palo Alto Networks shall use information data security controls that are compliant with PCI standards.

g. Audit

Palo Alto Networks will select an independent, qualified third-party auditor to conduct, at Palo Alto Networks' expense, at least annual audits of the security of its data centers, its systems, and its computing environments used to process End User Data, in accordance with the SOC2 Type II standards or its equivalent. At End User's request and under non-disclosure agreement Palo Alto Networks will provide such audit report to End User so that it may verify Palo Alto Networks' compliance with the adopted security framework.

12. PROCESSING AS DATA PROCESSOR

a. Data Processor

To the extent Palo Alto Networks processes personal data on behalf of End User as a processor as defined by EU data protection law, it shall do so only on instructions from End User pursuant to this EULA and as permitted by applicable law.

b. Confidentiality of Personal Data

Palo Alto Networks will ensure that personnel it authorizes to process personal data have committed themselves to confidentiality or are under appropriate statutory obligation of confidentiality.

c. Sub-Processors

End User authorizes Palo Alto Networks to engage sub-processors, as described in the applicable Product documentation for the relevant Product, to process personal data. In the event Palo Alto Networks engages any new sub-processor it will:

i. update the applicable documentation;

ii. notify End Users that have opted in to receive compliance notifications of such change to give End User the opportunity to object to such sub-processing;

iii. impose appropriate contractual obligations upon the sub-processor that are no less protective than this section 12; and

iv. remain responsible for the sub-processor's compliance with this EULA and for any acts or omissions of the sub-processor that cause Palo Alto Networks to breach any of its obligations under this EULA.

If End User objects to a new sub-processor, it must do so in writing within fifteen (15) days of such update and Palo Alto Networks will then endeavor to offer alternate options for the delivery of Products that do not involve the new sub-processor without prejudice to any of End User's termination rights.

d. Security

Palo Alto Networks has implemented practices and policies to maintain appropriate organizational, physical and technical measures to safeguard the confidentiality and security of personal data to comply with applicable laws.

e. Security Incident Notification

In the event of a Security Incident affecting End User personal data, Palo Alto Networks will without undue delay:

i. inform End User of the Security Incident pursuant to section 13.j below;

ii. investigate and provide End User with detailed information about the Security Incident; and

iii. take reasonable steps to mitigate the effects and minimize any damage resulting from the Security Incident as required by applicable law.

f. Assistance to Data Subjects

Palo Alto Networks shall provide reasonable assistance to End User to comply with its obligations with regard to data subject rights under applicable data protection law and any other legal requirements, as appropriate, taking into account the nature of the data processing and the information available to Palo Alto Networks.

g. Data Retention

Palo Alto Networks shall process and retain personal data no longer than necessary for the purposes which it is processed. Upon termination of this EULA, Palo Alto Networks shall, upon End User's request, delete End User Data that is no longer necessary to carry out any of the purposes under section 11.b.

h. International Transfer of Data

End User personal data may be sent to facilities hosted outside of the country where End User purchased or utilizes the Products. Palo Alto Networks will comply with the European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland, including the execution of EU Standard Contractual Clauses for data transfer, where applicable.

13. GENERAL

a. Assignment

Neither party may assign or transfer this EULA or any obligation hereunder without the prior written consent of the other party, except that, upon written notice, Palo Alto Networks may assign or transfer this EULA or any obligation hereunder to its subsidiary or Affiliate, or an entity acquiring all or substantially all of the assets of Palo Alto Networks, whether by acquisition of assets or shares, or by merger or consolidation without your consent. Any attempt to assign or transfer this EULA shall be null and of no effect. For purposes of this EULA, a change of control will be deemed to be an assignment. Subject to the foregoing, this EULA shall be binding upon and inure to the benefit of the successors and assigns of the parties.

b. Auditing End User Compliance

You grant to Palo Alto Networks and its independent advisors the right to examine your books, records, and accounts during normal business hours to verify compliance with this EULA. In the event such audit discloses non-compliance with this EULA, you shall promptly pay the appropriate license fees, plus reasonable audit costs.

c. Authorization Codes, Grace Periods and Registration

Your Product may require an authorization code to activate or access Subscriptions and support. The authorization codes will be issued at the time of order fulfillment. Where applicable, you will be able to download Software via the server network located closest to you. The subscription or support term will commence in accordance with the grace period policy at https://www.paloaltonetworks.com/support/support-policies/grace-period.html. You are hereby notified that, upon applicable grace period expiration, if any, Palo Alto Networks reserves the right to register and/or activate your Product and support services (if purchased) on your behalf without further notification to you.

d. Compliance with Laws; Export Control

You shall comply with all applicable laws in connection with your use of the Product. You further agree that you will not engage in any illegal activity in any relevant jurisdiction, and you acknowledge that Palo Alto Networks reserves the right to notify its customers or appropriate law enforcement in the event of such illegal activity. Both parties shall comply with the U.S. Export Administration Regulations, and any other export laws, restrictions, and regulations to ensure that the Product and any technical data related thereto is not exported or re-exported directly or indirectly in violation of or used for any purposes prohibited by such laws and regulations.

e. Cumulative Remedies

Except as expressly set forth in this EULA, the exercise by either party of any of its remedies will be without prejudice to any other remedies under this EULA or otherwise.

f. Entire Agreement

This EULA constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings and communications between them with respect to the subject matter hereof. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this EULA are hereby rejected by Palo Alto Networks and shall be deemed null and of no effect.

g. Force Majeure

Palo Alto Networks shall not be responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond its reasonable control.

h. Governing Law

If you are located in North or Latin America, this EULA shall be governed by and construed in accordance with the laws of the state of California, excluding its conflict of laws principles. Any legal action or proceeding arising under this EULA will be brought exclusively in the state or federal courts located in Santa Clara, California, or the Northern District of California, as applicable. If you are located outside North or Latin America, this EULA shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of laws principles. Any legal action or proceeding arising under this EULA will be brought exclusively before the District Court of Amsterdam, the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

i. Headings

The headings, including section titles, are given solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this document or any of its provisions.

j. Notices

All notices shall be in writing and delivered by overnight delivery service or by certified mail sent to the address published on the respective parties' websites or the address specified on the relevant order document (attention: Legal Department), and in each instance will be deemed given upon receipt.

k. Open Source Software

The Products may contain or be provided with components subject to the terms and conditions of open source software licenses ("**Open Source Software**"). A list of Open Source Software can be found at https://www.paloaltonetworks.com/documentation/oss-listings/oss-listings.html. These Open Source Software license terms are consistent with the license granted in section 2 (Use and Restrictions) and may contain additional rights benefitting you. Palo Alto Networks represents and warrants that the Product, when used in conformance with this EULA, does not include Open Source Software that restricts your ability to use the Product nor requires you to disclose, license, or make available at no charge any material proprietary source code that embodies any of your intellectual property rights.

l. Reciprocal Waiver of Claims Related to United States SAFETY Act

Where a Qualified Anti-terrorism Technology (the "**QATT**") has been deployed in defense against, response to or recovery from an "act of terrorism" as that term is defined under the SAFETY Act, Palo Alto Networks and End User agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism.

m. Survival

Sections regarding license restrictions, ownership, term and termination, U.S. Government End Users, limitations of liability, governing law, and this General section shall survive termination of this EULA.

n. U.S. Government End Users

This section applies to United States Government End Users only and does not apply to any other End Users. The Software and its documentation are "commercial computer software" and "commercial computer software documentation," respectively; as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software and its documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software and its documentation shall be as specified in this EULA.

If any term or condition set forth in this EULA:

i. allows for the automatic termination of the Government's license rights or maintenance of services;

ii. allows for the automatic renewal of services and/or fees;

iii. allows for the Government to pay audit costs; and/or

iv. requires the governing law to be anything other than Federal law, then such term and condition shall not apply to the United States Government, but shall continue to apply to prime contractors and subcontractors of the Government.

Furthermore, nothing contained in this EULA is meant to diminish the rights of the United States Department of Justice as identified in 28 U.S.C. Section 516. Finally, to the extent any term and condition set forth in this EULA is contrary to United States Federal procurement law, then such term and condition shall not apply to the United States Government, but shall continue to apply to prime contractors and subcontractors of the government.

o. Waiver and Severability

The failure by either party to enforce any provision of this EULA will not constitute a waiver of future enforcement of that or any other provision. Any waiver or amendment of any provision of this EULA will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this EULA is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

Certificate Of Completion

Envelope Id: 32C18CEC333340069F3B904249FB577C
Subject: Please DocuSign: AR3229 Palo Alto Master Agreement.pdf
Source Envelope:
Document Pages: 46
Certificate Pages: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Matt Whipkey
3000 Tannery Way
Santa Clara, CA 95054
mwhipkey@paloaltonetworks.com
IP Address: 209.133.27.70

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mwhipkey@paloaltonetworks.com

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Signer Events	Signature	Timestamp
Jeff True jtrue@paloaltonetworks.com SVP & General Counsel Palo Alto Networks, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by:  D61110F402F3434... Signature Adoption: Drawn on Device Using IP Address: 199.167.54.229	Sent: 8/12/2019 2:20:31 PM Viewed: 8/12/2019 2:34:35 PM Signed: 8/12/2019 2:34:40 PM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/12/2019 2:20:31 PM
Certified Delivered	Security Checked	8/12/2019 2:34:36 PM
Signing Complete	Security Checked	8/12/2019 2:34:40 PM
Completed	Security Checked	8/12/2019 2:34:40 PM

Payment Events	Status	Timestamps

DocuSign Envelope ID: A0518372-9DAC-4BE6-B70E-A6E16030FFC6

STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: AR3229

Starting Date: 10/1/2019

Expiration Date: 9/30/2024

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Palo Alto Networks (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The state of Utah is executing both 1 year extensions for this contract as allowed by the master agreement. The new expiration date will be 9/30/2026.

Effective Date of Amendment: 3/1/2024

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

DocuSigned by:
Jacque Rider
B6364EEACC2242B...

2024-02-13

Contractor's Signature — Date

Jacque Rider

Contractor's Name (Print)

Sr.Director, Associate General Counsel

Title (Print)

STATE OF UTAH

DocuSigned by:
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3/11/2024

Director, State of Utah Division of Purchasing — Date

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Grant Herdrich	801 957 7125	gherdrich@utah.gov	AR3229

AGENDA ITEM NO. 12

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF AUDIT SERVICES AGREEMENT**

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to execute an agreement with Van Lant & Fankhanel, LLP with an overall maximum compensation amount of $360,575. The agreement includes auditing services for Fiscal Years 2025-2026 through 2027-2028, with the option to extend the agreement for the Fiscal Year 2028-2029 and Fiscal Year 2029-2030 audits.
2. Authorize the City Manager to negotiate and execute any amendments or extensions to the agreement.

BACKGROUND:

The Government Finance Officers Associations (GFOA) has long recommended that state and local governmental entities obtain independent audits of their financial statements performed in accordance with appropriate professional auditing standards. Properly performed audits play a vital role in the public sector by helping preserve the integrity of public finance functions and by maintaining citizens' confidence in their elected leaders.

Pursuant to California Government Code section 12410.6(b), a local agency cannot employ a public accounting firm to provide audit services to a local agency if the lead audit partner or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local agency for six (6) consecutive fiscal years.

DISCUSSION:

On April 19, 2016, the City Council entered into a five-year agreement with the audit firm Rogers, Anderson, Malody & Scott, LLP to provide auditing services for the Fiscal Years 2016 through 2020.

On February 16, 2021, staff issued a request for proposals (RFP) seeking qualified firms to provide auditing services beginning with Fiscal Year 2021. The RFP was posted on Planet Bids.

A total of seven (7) proposals were received and reviewed by staff. On March 22, 2021, the top three (3) firms were interviewed by the staff and members of the Audit Committee. On April 20, 2021, the City Council awarded an agreement to Van Lant & Fankhanel, LLP with the term expiring at the conclusion of the Fiscal Year 2025 audit.

Van Lant & Fankhanel, LLP has performed the City's independent financial audits for the past five (5) fiscal years. During that period, Greg Fankhanel has served as the engagement (lead) audit partner. Under the proposed agreement, Brett Van Lant will serve as the engagement (lead) audit partner for the term of the proposed agreement. This change is consistent with the partner rotation requirements of California Government Code section 12410.6(b), while allowing the City to retain the same independent auditing firm.

The proposed agreement provides for Van Lant & Fankhanel, LLP to perform the City's annual financial auditing services for Fiscal Years 2025-2026 through 2027-2028, with the option to extend the agreement for the Fiscal Year 2028-2029 and Fiscal Year 2029-2030 audits, for a total amount not to exceed $360,575 (Attachment No. 1).

LEGAL REVIEW:

The City Attorney's Office has reviewed the attached agreement 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: Karen Ogawa, Finance Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

Funding for the auditing services is included in Fiscal Year 2026 operating budget.

Attachments

Attachment No. 1 - Professional Services Agreement

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

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WEST COVINA AND VAN LANT & FANKHANEL, LLP FOR PROFESSIONAL AUDITING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of August 18, 2026 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and VAN LANT & FANKHANEL, LLP, a California limited liability partnership ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to City to provide professional auditing services, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Letters of Engagement. If requested by Consultant, each annual audit may be confirmed in a letter of engagement. Each letter of engagement will detail Consultant's services, audit objectives, each party's responsibilities, the timeline, and deliverables in connection with the annual audit. Each letter of engagement shall be in a form approved by the City Attorney. The Finance Director may execute the letters of engagement.

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

Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of Consultant to comply with this section.

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit A (the "Fee Schedule"). Consultant's compensation shall be as follows:

(a) For auditing services for Fiscal Year 2025-2026, including the Measure W 3-Year Audit, Consultant's compensation shall not exceed Eighty-Six Thousand Dollars and Zero Cents ($86,000.00).

(b) For auditing services for Fiscal Year 2026-2027, Consultant's compensation shall not exceed Fifty-Eight Thousand Seven Hundred Fifty Dollars and Zero Cents ($58,750.00).

(c) For auditing services for Fiscal Year 2027-2028, Consultant's compensation shall not exceed Sixty Thousand Two Hundred Fifty Dollars and Zero Cents ($60,250.00).

(d) If City exercises the option to extend the Agreement for the Fiscal Year 2028-2029 audit, Consultant's compensation for auditing services for Fiscal Year 2028-2029, including the Measure W 3-Year Audit, shall not exceed Ninety-Two Thousand Six Hundred Twenty-Five Dollars and Zero Cents ($92,625.00).

(e) If City exercises the option to extend the Agreement for the Fiscal Year 2029-2030 audit, Consultant's compensation for auditing services for Fiscal Year 2029-2030 shall not exceed Sixty-Two Thousand Nine Hundred Fifty Dollars and Zero Cents ($62,950.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon Consultant's standard hourly rates shall be paid to Consultant for such additional services.

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and end upon Consultant's completion of auditing services for the Fiscal Year ending June 30, 2028 to City's satisfaction, unless previously terminated as provided herein. City may, at its option, extend this Agreement for the Fiscal Year 2028-2029 audit and the Fiscal Year 2029-2030 audit. Such extensions, if any, will be memorialized in a written amendment to this Agreement.

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

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

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

(a) Be adjudged bankrupt;

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

(c) Make a general assignment for the benefit of creditors;

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

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages:

(a) General liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile 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 ($1,000,000.00) per accident for bodily injury or disease.

5.2. Additional Requirements.

(a) Proof of insurance. Consultant 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 Finance Director 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. Consultant 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. Consultant'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 Consultant 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 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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. Consultant 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 Consultant's insurers are unwilling to provide such notice, then Consultant shall notify the City immediately in the event of Consultant'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). Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to 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. Consultant 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 Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Brett Van Lant, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery 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 CONSULTANT:	IF TO CITY:
Van Lant & Fankhanel, LLP 29970 Technology Drive., Suite 105 A Murrieta, CA 92563 Attn: Brett Van Lant	City of West Covina 1444 West Garvey Ave. South West Covina, CA 91790 Attn: City Manager

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

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

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

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

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

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

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

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

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

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

6.14. Economic Interest Statement. Consultant hereby acknowledges that pursuant to California Government Code Section 87300 and the Conflict of Interest Code adopted by City, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including, but not limited to, the Political Reform Act of 1974 (California Government Code Section 81000, *et seq*.) and California Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has

not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

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

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

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

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

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

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

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

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

6.24. Severability. If any provision of this Agreement is determined by a court of

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

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

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

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

[SIGNATURE PAGE FOLLOWS.]

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

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Milan Mrakich
City Manager

CONSULTANT

_____ Date: _____
Brett Van Lant
Partner

ATTEST:

_____
Lisa Sherrick, CMC
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Karen Ogawa
Finance Director

EXHIBIT A

CONSULTANT'S PROPOSAL

Van Lant & Fankhanel, LLP
Certified Public Accountants

July 14, 2026

To: Management, City Council and
Board of Directors
City of West Covina and West Covina Housing Authority
1444 West Garvey Avenue South
West Covina, CA 91790

We are pleased to confirm our understanding of the services we are to provide the City of West Covina, the West Covina Housing Authority, and the Air Quality Improvement Special Revenue Fund, for the year ending June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ending June 30, 2026. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Budgetary comparison schedules.
3) OPEB and Pension RSI.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1) Schedule of expenditures of federal awards.
2) Combining schedules.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Van Lant & Fankhanel, LLP
29970 Technology Drive, Suite 105 A
Murrieta, CA 92563
909.856.6879

1) Introductory Section

2) Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk of material misstatement as part or our audit planning. According to GAAS, significant risks include management override of controls. Accordingly, we have considered management override of controls as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

We will also provide a report on agreed upon procedures performed on the City's calculation of its annual appropriations limit as required by Article XIII B of the California State Constitution. We will perform the procedures in the Article XIII B Appropriations Limit Uniform Guidelines as published by the League of California Cities. This report will include a statement that the report is intended solely for the information and use of management, City Council and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts,

and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of VLF, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made

available upon request and in a timely manner to the Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of VLF, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We will begin our audit in August 2026 and plan to issue our reports in December of 2026. Brett Van Lant, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our proposed fees for the 2025-2026 fiscal year and future years are as follows:

	Fiscal Year Ending June 30,				
	3-year Period			Optional Period	
Service	**2026**	**2027**	**2028**	**2029**	**2030**
City Audit and Related Reports	$ 45,250	$ 46,750	$ 48,000	$ 49,150	$ 50,250
GANN Limit Review Report	550	550	550	575	575
Single Audit and Related Reports	3,300	3,400	3,500	3,600	3,675
Housing Authority Audit	3,000	3,050	3,100	3,150	3,200
Air Quality Improvement Fund Report	1,300	1,350	1,400	1,450	1,500
State Controller's Report Preparation	3,600	3,650	3,700	3,700	3,750
Total (not-to-exceed)	**$ 57,000**	**$ 58,750**	**$ 60,250**	**$ 61,625**	**$ 62,950**

Additional Services	**FY 2026**	**FY 2029**
Measure W 3-year Audit	29,000	31,000

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. In addition, the above fees are based on the assumption that the Single Audit will include no more than two major programs, in accordance with the Uniform Guidance.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City of West Covina and the Board of Directors for the West Covina Housing Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of West Covina and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

VAN LANT & FANKHANEL, LLP



Brett Van Lant
Certified Public Accountant

AGENDA ITEM NO. 13

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF ADOPTING BUDGET AMENDMENTS FOR FISCAL YEAR 2025-26 AND FISCAL YEAR 2026-27**

RECOMMENDATION:

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

1. **RESOLUTION NO. 2026-92 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (FISCAL YEAR 2025-26 AMENDMENTS).**
2. **RESOLUTION NO. 2026-93 – A RESOLUTION OF THE CITY COUINCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (FISCAL YEAR 2026-27 AMENDMENTS).**

BACKGROUND:

On June 17, 2025, City Council adopted the Fiscal Year (FY) 2025-26 budget. Since the adoption of the budget, staff has recognized several Special Revenue Funds that require additional appropriations for FY 2025-26 and FY 2026-27.

DISCUSSION:

As the City approaches the end of the FY 2025-26, staff has identified budget overages in several Special Revenue Funds that require additional appropriations to ensure sufficient budget authority for expenditures. Table 1 outlines the requested additional appropriations for FY 2025-26, while Table 2 identifies the requested additional appropriations for FY 2026-27.

Table 1 - FY 2025-26

Fund	Amount	Additional Appropriation
Air Quality Improvement (Fund 119)	$42,000	Vehicles and mobile equipment
Transportation Development Act (Fund 128)	$60,000	Sidewalk & concrete repairs project

AB 939 (Fund 129)	$50,000	Solid waste reduction and recycling projects; household hazardous waste disposal; solid waste management activities
Senior Meals Program (Fund 146)	$83,000	Senior meals program
Beverage Container Recycling Grant (Fund 158)	$5,200	Community engagement on beverage container recycling and liter cleanup activities
Park District "B" - Palm View Park (Fund 171)	$209,300	Palm View Park Roof Replacement project
Citywide Maintenance District (Fund 188)	$3,000	Electricity
Sewer Maintenance (Fund 189)	$95,000	Azusa Sewer Lift Upgrades project
State Homeland Security (Fund 218)	$75,000 (revenues)	Additional funding awarded
State Homeland Security (Fund 218)	$74,000	State Homeland Security grant
West Covina Chamber of Commerce (Fund 222)	$820 (revenues)	Membership dues collected
West Covina Chamber of Commerce (Fund 222)	$1,000	Supplies, application and workplace fees
Total FY 2025-26 Budget Amendment	**$698,320**	

Table 2 - FY 2026-27

Fund	Amount	Additional Appropriation
AB 939 (Fund 129)	$69,500	Solid waste reduction and recycling projects; household hazardous waste disposal; solid waste management activities
Beverage Container Recycling Grant (Fund 158)	$27,267 (revenues)	Beverage Container and Recycling Program grant
Beverage Container Recycling Grant (Fund 158)	$27,267	Community engagement on beverage container recycling and liter cleanup activities
Park Acquisition (Fund 169)	$30,000	Cameron Park Improvements project
Maintenance District #1 (Fund 181)	$225,000	Gingrich Park Improvements project
General Plan Update (Fund 191)	$16,200	Parks Master Plan
Art In Public Places (Fund 212)	$300,000	Restoration of Civic Center fountain
Measure R (Fund 224)	$85,000	Street sweeping program
Measure M (Fund 235)	$88,427	Go West Covina program
Measure M (Fund 235)	$422,500	Landscape median maintenance services
Total FY 2026-27 Budget Amendment	**$1,291,161**	

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: Karen Ogawa, Finance Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

Approval of the proposed budget amendments for FY 2025-26 is $698,320 and FY 2026-27 is $1,291,161. The proposed budget amendments will require the following funding:

FY 2025-26

Fund	Amount
Air Quality Improvement (Fund 119)	$42,000
Transporation Development Act (Fund 128)	$60,000
AB 939 (Fund 129)	$50,000
Senior Meals (Fund 146)	$83,000
Beverage Container Recycling Grant (Fund 158)	$5,200
Park District "B" - Palm View Park	$209,300
Citywide Maintenance District (Fund 188)	$3,000
Sewer Maintenance (Fund 189)	$95,000
State Homeland Security (Fund 218) - Revenues	$75,000
State Homeland Security (Fund 218)	$74,000
West Covina Chamber of Commerce - Revenues	$820
West Covina Chamber of Commerce	$1,000
Total - FY 2025-26	$698,320

FY 2026-27

Fund	Amount
AB 939 (Fund 129)	$69,500
Beverage Container Recycling Grant (Fund 158) - Revenues	$27,267
Beverage Container Recycling Grant (Fund 158)	$27,267

Park Acquisition (Fund 169)	$30,000
Maintenance District #1 (Fund 181)	$225,000
General Plan Update (Fund 191)	$16,200
Art in Public Places (Fund 212)	$300,000
Measure R (Fund 224)	$85,000
Measure M (Fund 235)	$510,927
Total - FY 2026-27	$1,291,161

Attachments

Attachment No. 1 - Resolution No. 2026-92
Attachment No. 2 – Resolution No. 2026-93

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

ATTACHMENT NO. 1

RESOLUTION NO. 2026-92

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (FISCAL YEAR 2025-26 AMENDMENTS)

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

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

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

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

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

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

SECTION 1. The City Council hereby approves Budget Amendment No. 2026-29, attached hereto as Exhibit A, for Fiscal Year 2025-26.

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

APPROVED AND ADOPTED this 18th day of August, 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. 2026-92 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of August, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

Exhibit A

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-29

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 119 –Air Quality Improvement			
Revenue	152,300	0	152,300
Expenditures	191,400	42,000	233,400
Net Change in Fund Balance	**(39,100)**	**42,000**	**(81,100)**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**42,000**	
Fund 128 –Transportation Development Act			
Revenue	471,400	0	471,400
Expenditures	470,000	60,000	530,000
Net Change in Fund Balance	**1,400**	**60,000**	**(58,600)**
Fund 129 –AB 939			
Revenue	332,100	0	332,100
Expenditures	59,839	50,000	109,839
Net Change in Fund Balance	**272,261**	**50,000**	**222,261**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**50,000**	
Fund 146 –Senior Meals			
Revenue	325,100	0	325,100
Expenditures	328,270	83,000	411,270
Net Change in Fund Balance	**(3,170)**	**83,000**	**(86,170)**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**83,000**	
Fund 158 –Beverage Container Recycling Grant			
Revenue	0	0	0
Expenditures	0	5,200	5,200
Net Change in Fund Balance	**0**	**5,200**	**(5,200)**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**5,200**	

Exhibit A (Continued)

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-29

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 171 –Park District "B" Palm View Park			
Revenue	20,700	0	20,700
Expenditures	0	209,300	209,300
Net Change in Fund Balance	**20,700**	**(209,300)**	**(188,600)**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**209,300**	
Fund 188–Citywide Maintenance District			
Revenue	1,976,303	0	1,976,303
Expenditures	2,416,615	3,000	2,419,615
Net Change in Fund Balance	**(440,312)**	**(3,000)**	**(443,312)**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**3,000**	
Fund 189 –Sewer Maintenance			
Revenue	4,689,600	0	4,689,600
Expenditures	3,919,232	95,000	4,014,232
Net Change in Fund Balance	**770,368**	**(95,000)**	**675,368**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**95,000**	
Fund 218 –State Homeland Security			
Revenue	90,860	75,000	165,860
Expenditures	125,140	74,000	199,140
Net Change in Fund Balance	**(34,280)**	**1,000**	**(33,280)**
REVENUE TOTAL INCREASE		**75,000**	
EXPENDITURE TOTAL INCREASE		**74,000**	
Fund 222 –Chamber of Commerce			
Revenue	0	820	820
Expenditures	0	1,000	1,000
Net Change in Fund Balance	**0**	**(180)**	**(180)**
REVENUE TOTAL INCREASE		**820**	
EXPENDITURE TOTAL INCREASE		**1,000**	

ATTACHMENT NO. 2

RESOLUTION NO. 2026-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (FISCAL YEAR 2026-27 AMENDMENTS)

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

WHEREAS, on May 5, 2026, the City Manager presented to the City Council a proposed budget for Fiscal Year 2026-27 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

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

WHEREAS, on June 16, 2026, the City Council adopted a budget for Fiscal Year 2026-27; and

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

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

SECTION 1. The City Council hereby approves Budget Amendment No. 2027-06, attached hereto as Exhibit A, for Fiscal Year 2026-27.

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

APPROVED AND ADOPTED this 18th day of August, 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. 2026-93 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of August, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

Exhibit A

City of West Covina
Fiscal Year 2026-27
Budget Amendment No. 2027-06

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 129 –AB 939			
Revenue	375,700	0	375,700
Expenditures	29,510	69,500	99,010
Net Change in Fund Balance	**346,190**	**(69,500)**	**276,690**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**69,500**	
Fund 158– Beverage Container Recycling Grant			
Revenue	0	27,267	27,267
Expenditures	0	27,267	27,267
Net Change in Fund Balance	**0**	**0**	**0**
REVENUE TOTAL INCREASE		**27,267**	
EXPENDITURE TOTAL INCREASE		**27,267**	
Fund 169 –Park Acquisition			
Revenue	47,900	0	47,900
Expenditures	0	30,000	30,000
Net Change in Fund Balance	**47,900**	**(30,000)**	**17,900**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**30,000**	
Fund 181 -Maintenance District #1			
Revenue	836,900	0	836,900
Expenditures	566,861	225,000	791,861
Net Change in Fund Balance	**270,039**	**(225,000)**	**45,039**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**225,000**	

Exhibit A (Continued)

City of West Covina
Fiscal Year 2026-27
Budget Amendment No. 2027-06

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 191 –General Plan Update			
Revenue	140,000	0	140,000
Expenditures	0	16,200	16,200
Net Change in Fund Balance	**140,000**	**(16,200)**	**123,800**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**16,200**	
Fund 212 –Art in Public Places			
Revenue	15,530	0	15,530
Expenditures	0	300,000	300,000
Net Change in Fund Balance	**15,530**	**(300,000)**	**(284,470)**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**300,000**	
Fund 224 –Measure R			
Revenue	1,913,574	0	1,913,574
Expenditures	1,539,090	85,000	1,624,090
Net Change in Fund Balance	**374,484**	**(85,000)**	**289,484**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**85,000**	
Fund 235 –Measure M			
Revenue	2,611,640	0	2,611,640
Expenditures	1,369,540	510,927	1,880,467
Net Change in Fund Balance	**1,242,100**	**(510,927)**	**731,173**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**510,927**	

AGENDA ITEM NO. 14

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF THE UPDATES TO THE CORRECTIVE ACTION PLAN FOR STATE AUDITOR REPORT 2024-801**

RECOMMENDATION:

Staff recommends that the City Council approve the corrective actions to update the Corrective Action Plan in response to the Local High Risk Program Report 2024-801 issued by the State Auditor.

BACKGROUND:

In December 2019, the State Auditor's Office informed the City of West Covina that it had been selected for review under the high-risk local Government Agency Audit Program. The State Auditor completed its audit and published its report on December 1, 2020. To view the report, please visit: http://www.auditor.ca.gov/reports/2020-806/index.html.

In July 2024, the State Auditor initiated a follow-up review of the City and included its findings in Local High Risk Program Report No. 2024-801 issued on December 19, 2024. An excerpt of this report has been included as Attachment No. 1. To view the full report, please visit https://www.auditor.ca.gov/reports/2024-801/.

The City Council approved the Corrective Action Plan, which was submitted to the State Auditor in February 2025.

As part of the State Auditor's High-Risk Local Government Agency Audit Program, the City is required to provide the State Auditor with updates every six (6) months regarding its progress in addressing the identified high-risk areas. These periodic updates allow the State Auditor to monitor the City's implementation of corrective actions and assess the City's continued progress toward fully addressing the remaining high-risk areas.

DISCUSSION:

On December 3, 2024, the City adopted Ordinance No. 2524, which amended the Purchasing Ordinance to strengthen contracting policies and to address High-Rish Area #6, lack of oversight to ensure that contracts provide best value. Among other changes, Ordinance No. 2524 established a maximum agreement term of not to exceed five (5) years. For agreements exceeding the five (5) year duration, the City is required to document the rationale and why such agreement is in the best interest of the City.

The City's adoption of Ordinance No. 2524 directly addressed the State Auditor's concerns regarding oversight of contract duration and the need to ensure that contractual arrangements continue to provide the best value to the City. As a result of the City's adoption of the revised contracting requirements, the State Auditor modified its assessment of the High-Risk Area #6 from "Partially Addressed" to "Fully Addressed." This modification reflects the City's implementation of a formal policy establishing a maximum contract duration, while also providing a documented exception process for agreements that extend beyond the five (5) years.

The State Auditor's follow-up review demonstrates the City's continued progress in implementing corrective actions identified through the High-Risk Local Government Agency Audit Program. As of the date of this report, the City has fully addressed four (4) out of the six (6) identified high-risk areas as outlined in the table below.

No.	High Risk Area	Current Assessment
1	Continual Diminishing of Reserves	Partially Addressed
2	Questionable Use of City Resources	Partially Addressed
3	Financial Decisions Based on Insufficient Analyses	Fully Addressed
4	Lack of Formal Financial Recovery Plan	Fully Addressed
5	Inadequate Management of Purchase Cards	Fully Addressed
6	Lack of Oversight to Ensure That Contracts Provide Best Value	Fully Addressed

The City will continue to monitor and implement the remaining corrective actions identified by the State Auditor. The following summarize the remaining areas of concern and corrective actions being undertaken by the City.

High Risk Area #1 – Continual Diminishing Of Reserves

- State Auditor Conclusion: Although the City's general fund revenue is higher than its operational expenditures, the City has chosen to maintain the minimum recommended reserve level, which introduces higher risk in that it will not be able to address future financial needs.
- State Auditor Recommendation to Address This Risk Area: West Covina should establish a general fund reserve level higher than its current 17 percent goal that is sufficient to mitigate current and future risks, including its pension related debt.
- Proposed Corrective Action: On February 18, 2025, the City Council adopted Resolution No. 2025-14 which amended the Fund Balance Policy to require the City to maintain a minimum unassigned fund balance of at 18% (previously 17%).

Staff will continue to review its Fund Balance policy annually and recommend revisions as necessary.

High Risk Area #2 – Questionable Use Of City Resources

- State Auditor Conclusion: The City has not renegotiated its labor agreements with its employee unions as we recommended, but it has updated its fee schedule.
- State Auditor Recommendation to Address This Risk Area: To limit its costs related to employee health care benefits, West Covina should renegotiate employee union agreements once the effects of the pandemic subside so that its employees contribute a reasonable percentage of their premiums. To determine that percentage, West Covina should consider options such as using survey data from comparably sized cities in its region.

- Proposed Corrective Action: At the time the City was evaluated for the 2024 Audit Report, the City was under negotiations with six (6) of the employee unions, under contract with two (2), and pending initiation of negotiations with one (1) union. As of November 2025, all nine (9) employee unions have an agreement with no changes to the medical level benefits.

The City's ability to lower its costs related to employee health care benefits is limited by the bargaining groups willingness to negotiate. Thus, the City will continue to show good faith efforts to lower its costs related to employee health care benefits during future renegotiations of its labor agreements.

Additionally, the City does not necessarily need to wait until the next full audit to have its designation removed. The State Auditor has the authority to determine the City is no longer high risk at any point in time. Keeping the State up to date on these risk areas and the steps the City is taking to address them is key. Staff will be submitting an update on the City's actions to eliminate the remaining two (2) areas of concern. As more information about the risk areas is available, the State will continue to assess the city's progress and make determinations about the overall high-risk status of the City.

LEGAL REVIEW:

The City Attorney's Office reviewed this staff report.

Prepared by: Karen Ogawa, Finance Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

There are no direct fiscal impact though the adoption of the Corrective Action Plan.

Attachments

Attachment No. 1 – Exert from State Report 2024-801
Attachment No. 2 – Corrective Action Plan Draft

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

The City of West Covina Remains a High-Risk Entity Because Its Approach to Addressing Its Reserve Level Increases Its Risk for Future Financial Instability

	RISK AREAS AS REPORTED IN DECEMBER 2020	STATE AUDITOR'S CURRENT ASSESSMENT OF WEST COVINA'S PROGRESS IN ADDRESSING THE RISK AREA*
West Covina's Ineffective Fiscal Management Threatens Its Ability to Meet Its Financial Obligations and to Provide City Services		
1	Continual diminishing of reserves	Partially Addressed
2	Questionable use of city resources	Partially Addressed
3	Financial decisions based on insufficient analyses	Fully Addressed
4	Lack of formal financial recovery plan	Fully Addressed
West Covina's Weak Enforcement of Its Procurement Policy Increases the Risk of Waste and Fraud		
5	Inadequate management of purchase cards	Fully Addressed
6	Lack of oversight to ensure that contracts provide best value	Partially Addressed

* In accordance with state law, we used our professional judgment to assess the city's progress in each of the risk areas in the table. We determined whether the steps the city took and the overall conditions relevant to each risk area meant that the city fully or partially addressed the risk areas, or whether substantial action relevant to the risk area was still pending. We explain the statuses identified in this table in more detail below.

Fully addressed: The city has taken sufficient action to address the risk area when we consider its effort in combination with the related conditions at the time of this audit.

Partially addressed: The city has taken positive action to address the risk area, but its effort is incomplete when we consider it in combination with the related conditions at the time of this audit.

HIGH-RISK AREA #1
Continual Diminishing of Reserves

Status: We conclude that West Covina has partially addressed this risk area. Although the city's general fund revenue is higher than its operational expenditures, the city has chosen to maintain the minimum recommended reserve level, which introduces higher risk it will not be able to address future financial needs.

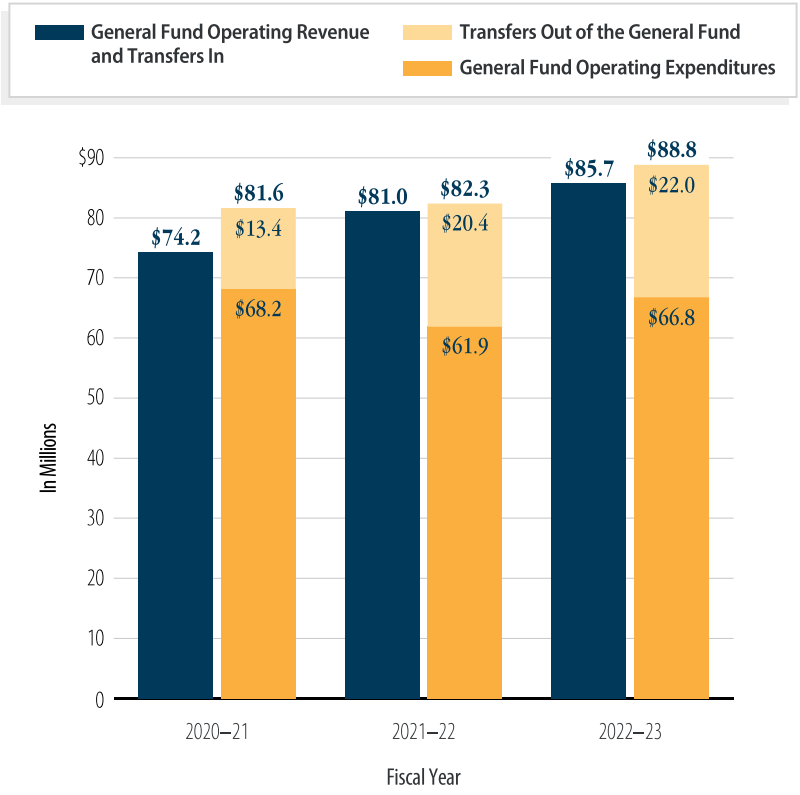
In our December 2020 audit, we reported that West Covina had diminished its general fund reserve by operating with a *structural deficit*, a condition in which operating expenditures exceeded revenue. We reported that the city's general fund reserves had declined, leaving the city vulnerable to unexpected expenditures or reductions in anticipated revenue, which jeopardized the city's ability to meet its financial obligations without reducing services.

Since our original audit in December 2020, West Covina has grown its general fund reserves from $12.6 million in fiscal year 2019–20 to $17.7 million as of the end of fiscal year 2022–23, which equals roughly two and a half months of general fund expenditures. The GFOA

recommends that government entities maintain unrestricted fund balances in their general funds of no less than two months of reserves. West Covina's general fund reserves were above that minimum standard at the end of fiscal year 2022–23.

In addition, the city no longer operates with a structural deficit. Instead, the city's general fund revenue exceeds its operating expenditures. Figure 7 shows the city's revenue, which includes the transfers the city made into its general fund, as well as operating expenditures and transfers the city made out of the general fund from fiscal years 2020–21 through 2022–23. Because the amount the city transfers out of its general fund causes the funding flowing out of the general fund to exceed the funding flowing in, we inquired further with the city about how it was managing its resources.

Figure 7
The City of West Covina Has Maintained Its Operating Expenditures Below Its Operating Revenue



Source: West Covina's ACFRs.

Note: We calculated revenue by combining the revenue and transfers into the general fund in each fiscal year but did not include $185.6 million in transfers into the general fund related to the city's pension bonds in fiscal year 2020–21. The city did not have other financing sources or uses flowing in or out of its general fund in these three fiscal years.

The city explained that it is managing the general fund according to its reserve policy, which states that the city will maintain a reserve of no less than 17 percent of its annual operating expenditures, equating to a two-month threshold. In fiscal years 2020–21 through 2022–23, because the city's general fund reserves were above the two-month threshold, the city made certain transfers out of its general fund. During those years, the city calculated the level of general fund reserves its policy required it to maintain and transferred most of the remaining difference in general fund revenue to other city funds. These other funds include a fund related to the city's OPEB costs and another fund accounting for capital projects. These transfers were discretionary as the city's policy on reserves allows the city council to override them. Although the city also made other transfers that were not discretionary, its general fund reserves would have grown by the end of fiscal year 2022–23 if the city had not made the discretionary transfers.

The city's approach to managing its general fund reserves is riskier than if it focused on building a higher reserve amount. Although the city's reserve policy aligns with the GFOA's fund balance guidelines, the GFOA also identifies that a government's particular situation may require a reserve balance significantly in excess of this recommended minimum level. West Covina's pension related debt may represent such a situation. The city's net pension liability and pension-related debt equaled nearly 200 percent of government-wide revenue for fiscal year 2022–23. When a city's pension obligations and debt reach levels that equal such high percentages of its overall revenue, the city is at high risk for obligations and debt payments supplanting other priorities or goals that the city needs to or wants to accomplish. The city's pension debt represents a significant risk to the stability of the city's general fund, which should prompt West Covina to consider establishing a general fund reserve target at a level above its current policy to better mitigate this risk.

Recommendation to Address This Risk Area:

West Covina should establish a general fund reserve level higher than its current 17 percent goal that is sufficient to mitigate current and future risks, including its pension-related debt.

HIGH-RISK AREA #2
Questionable Use of City Resources

Status: We conclude that West Covina has partially addressed this risk area. The city has not renegotiated its labor agreements with its employee unions as we recommended, but it has updated its fee schedule.

In our December 2020 audit, we raised concerns about city leadership's decisions regarding the use of city resources because we concluded that those decisions had significantly reduced the city's financial reserves. Specifically, we focused on the

decisions the city had made to fund its employees' health benefits at rates well above the average for state and local governments. West Covina paid 95 percent of its employees' healthcare premiums, compared to the 86 percent and 75 percent rates, on average, that state and local governments in the region paid for employee-only and family plans respectively. As of fiscal year 2022–23, the city's contribution rates to employee health benefits remained at 95 percent, demonstrating that the city is still incurring unusually high costs for healthcare. The finance director stated that the city has not yet renegotiated its agreements with its employee unions to alter how much it contributes to health benefits. The finance director also stated that West Covina is in the process of renegotiating those agreements and that the city hopes to complete its negotiations before the end of December 2024.

In December 2020, we also expressed concern about the fact that the city had not raised service fees to levels that would fully cover the city's costs to provide services such as building permits and inspections. West Covina has now addressed that concern. The city's August 2023 cost of service study calculated the full cost of city services and identified new fees for services the city had been providing without charging a fee. In December 2023, the city adopted an updated fee schedule with the amount the city planned to charge for specific services.

HIGH-RISK AREA #3
Financial Decisions Based on Insufficient Analyses

Status: We conclude that West Covina has fully addressed this risk area. The city has improved its processes for providing financial information to its city council and has developed long-range financial forecasts.

In our December 2020 audit, we noted that West Covina did not always provide complete information to the city council when it requested approval for budgetary or organizational changes. For example, we noted an instance in which the city council approved salary increases for firefighters based on the city fire chief's assertion that the increases would save money in the long term, but the fire chief did not present a documented analysis to support this assertion. We also raised concerns that West Covina lacked a process for developing financial projections of its planned expenditures and anticipated revenue for the following years.

West Covina has taken steps to ensure that it considers the financial impact of its decisions. The city has developed a financial evaluation template that provides a guide for evaluating both the short and long-term impacts of major revenue and expenditure decisions, and it has incorporated the template into its city council proposals for agenda actions. Further, West Covina has begun to regularly produce long-range financial forecasts. For each of its last three budgets, the city has produced a corresponding long-range financial forecast. The forecasts include projected general fund revenues and expenditures, and they identify assumptions the city used for projecting growth in its revenues and expenditures.

HIGH-RISK AREA #4
Lack of Formal Financial Recovery Plan

Status: In January 2022, we determined that West Covina had fully addressed this risk area by developing and implementing a financial recovery plan.

In our December 2020 audit, we concluded that West Covina had not developed a comprehensive financial recovery plan to improve its long-term financial health. In January 2022, we determined that West Covina had fully addressed this risk area. West Covina developed a financial recovery plan that included corrective action objectives, steps to achieve those objectives, expected completion dates for those steps, the lead and support staff responsible for accomplishing each of the steps, and the status of its progress toward accomplishing its objectives. The city's finance director has submitted updates of this plan to the city's audit committee—the members of which are a combination of city representatives and members of the general public—ensuring that the city is able to track its progress and be held accountable to its objectives by the public.

HIGH-RISK AREA #5
Inadequate Management of Purchase Cards

Status: We conclude that West Covina has fully addressed this risk area by strengthening its purchase card policy.

In our December 2020 audit, we found that West Covina had inadequately managed components of its purchase card policy. In particular, we determined that the city did not have sufficient documentation showing that managers had authorized temporary increases to the amount that individuals were allowed to charge in a single purchase card transaction. We raised concerns that the lack of documentation could be indicative of systemic issues that, if left unaddressed, could result in increased risk of excessive expenditures or potential fraud.

The city's July 2022 purchasing manual includes provisions covering employees' use of purchase cards, including the process for requesting single-transaction limit increases. We reviewed examples of completed single-transaction limit increase requests, which document the individual's current transaction limit and the temporary transaction increase amount. The examples document the duration for the temporary increase and the reason for the request. Because of its recent implementation of policies and practices, the city has addressed this risk area.

HIGH-RISK AREA #6
Lack of Oversight to Ensure That Contracts Provide Best Value

Status: We conclude that West Covina has partially addressed this risk area. The city has addressed some but not all of our concerns regarding its contracting practices.

In our December 2020 audit, we found that West Covina had violated its competitive bidding requirements by contracting with a consulting firm because of a recommendation from the human resources director rather than comparing bids. We also raised concerns about repeated amendments the city had made to a waste collection contract. That contract provided to the city annual recurring payments of $300,000 from the waste collection company. It also included terms that we determined may not be in the best interest of the city or its residents, such as the contract's built-in extensions that annually reset the period of the agreement to 25 years. To address this risk area, we recommended that the city adopt policies clarifying when contract amendments are appropriate, adopt a policy requiring the city to document its rationale for contract periods longer than five years, and negotiate with the waste collection vendor for more favorable terms.

In response to our recommendations, the city has established policies clarifying the appropriate use of contract amendments. In particular, West Covina's June 2022 update to its ordinances identifies circumstances under which the city manager may amend purchase orders or contracts. However, according to its finance director, West Covina has not amended its contracting policies to include a requirement that city management document reasons for entering into any contract or extension with a duration in excess of five years. The finance director stated that, by July 2025, the city will develop such a policy. Finally, the finance director stated that West Covina has not taken steps to address issues we identified related to the questionable terms in the waste collection contract. She indicated that the city's commercial and residential rates under the contract were in line with rates from surrounding cities, as the city noted in a February 2022 staff report to the city council, and that it was in the city's best interest to keep the terms of the contract in order to maintain the annual recurring payments that the city receives from its waste collection provider. City staff presented a similar analysis to the city council again in May 2023 as part of ongoing negotiations with its waste collection vendor about a contract amendment. In light of its regular comparison to the waste collection rates paid by surrounding cities, we are no longer concerned about this element of this risk area.

Corrective Action Plan

Local High Risk Program Report 2024-801

City of West Covina

The City of West Covina's proposed corrective action plan addresses the conditions identified in the Local High Risk Program Report No. 2024-801. The 2024 report was a follow up to the initial audit conducted in 2020. The 2020 Audit Report identified six (6) risk areas for the City of West Covina. The audit report issued in December 2024 indicates that the City has fully addressed three (3) of the six (6) risk areas as noted in the table below.

	High-Risk Area	Current Assessment
1	Continual Diminishing of Reserves	*Partially Addressed*
2	Questionable Use of City Resources	*Partially Addressed*
3	Financial Decisions Based on Insufficient Analyses	*Fully Addressed*
4	Lack of Formal Financial Recovery Plan	*Fully Addressed*
5	Inadequate Management of Purchase Cards	*Fully Addressed*
6	Lack of Oversight to Ensure That Contracts Provide Best Value	*Fully Addressed*

This proposed corrective action plan seeks to address the two (2) remaining risk areas:

High-Risk Area #1 – Continual Diminishing Of Reserves

High-Risk Area #2 – Questionable Use Of City Resources

High-Risk Area #1 – Continual Diminishing Of Reserves

- **State Auditor Conclusion:** Although the City's general fund revenue is higher than its operational expenditures, the City has chosen to maintain the minimum recommended reserve level, which introduces higher risk it will not be able to address future financial needs.
- **State Auditor Recommendation to Address This Risk Area:** West Covina should establish a general fund reserve level higher than its current 17 percent goal that is sufficient to mitigate current and future risks, including its pension-related debt.
- **Proposed Corrective Action:** On February 18, 2025 the City Council adopted Resolution No. 2025-14 which amended the Fund Balance Policy to require the City to maintain a minimum unassigned fund balance of at 18% (previously 17%).

High-Risk Area #2 – Questionable Use Of City Resources

- **State Auditor Conclusion:** The City has not renegotiated its labor agreements with its employee unions as we recommended, but it has updated its fee schedule.
- **State Auditor Recommendation to Address This Risk Area:** To limit its costs related to employee health care benefits, West Covina should renegotiate employee union agreements once the effects of the pandemic subside so that its employees contribute a reasonable percentage of their premiums. To determine that percentage, West Covina should consider options such as using survey data from comparably sized cities in its region.
- **Proposed Corrective Action:** The City's ability to lower its costs related to employee health care benefits is limited by the bargaining groups willingness to negotiate. Thus, the City will continue to show good faith efforts to lower its costs related to employee health care benefits during renegotiations of its labor agreements.

At the time the City was evaluated for the 2024 Audit Report, the City was under negotiations with six (6) of the employee unions, under contract with two (2), and pending initiation of negotiations with one (1) union. As of November 2025, all nine (9) employee unions have an agreement with no changes to the medical level benefits.

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AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF PURCHASING REPORT**

RECOMMENDATION:

It is recommended that the City Council receive and file the listing of all contracts and purchase orders that have been awarded by the City Manager and Purchasing Officer from January 1, 2026 to June 30, 2026.

BACKGROUND:

Sections 2-337 and 2-356 of the West Covina Municipal Code require that a report be presented to the City Council on a semi-annual basis listing all contracts and purchase orders that have been awarded by the City Manager pursuant to the City Manager's authority during the preceding six months. The report must include a description of the materials or services or public project performed, the vendor/contractor name and the amount of the expenditure. The last report was submitted to the City Council at the February 3, 2026 City Council meeting.

DISCUSSION:

Staff is submitting a Purchasing Report (Attachment No. 1) that provides a list of all purchase orders entered into under the Purchasing Officer's and City Manager's authority during the period of January 1, 2026 through June 30, 2026.

LEGAL REVIEW:

The City Attorney's Office reviewed the staff report.

OPTIONS:

The City Council has the following options:

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

Prepared by: Karen Ogawa, Finance Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

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

Attachments

Attachment No. 1 - Purchasing Report

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

ATTACHMENT NO. 1

City of West Covina
Contracts & Purchase Orders Issued under Section 2-337- and 2-356 of the Municipal Code
January 1, 2026 to June 30, 2026

Vendor Name	Item Description	Amount FYE2026
AFFORDABLE GENERATOR	Repairs generator	6,032.78
ALACO LADDER COMPANY	Ladder refurbishment	15,921.25
ALL SAFE INDUSTRIES	Equipment	20,606.31
APPLIED CONCEPTS INC	SAM 3 Trailer, vertical with sol	14,448.59
BRISKIE, MATTHEW	Matthew Briskie FY 25-26 $1356.0	1,356.00
	Matthew Briskie FY 25-26 $1380.0	1,380.00
CDCE INC	Lightbars	22,780.59
CDW GOVERNMENT INC	Subscription - Adobe Pro	11,017.68
CERVANTES, BRIAN	Tuition Reimbursement	2,240.00
CHAVEZ-HUGHES,AMANDA	Tuition Reimbursement	2,177.00
CIVICPLUS LLC	CivicPlus Docassess	25,000.00
COASTLINE EQUIPMENT	Emergency Repairs	9,516.56
CODE 3 TECHNOLOGY LL	14 Getac B360G3 Intel Core Ultra	54,663.21
COLLEEN ISHIBASHI	Consultanting services	30,000.00
DANA SAFETY SUPPLY I	Equipment with installation	12,758.18
DELL COMPUTERS	Microsoft Azure data overages Fe	76,675.95
	Palo Alto PA-3220 subscription	41,968.80
	Microsoft Azure data overages th	139,050.09
DEROTIC LLC	Vehicle mounted equipment	29,963.86
DESTINY SOFTWARE INC	Software	7,200.00
DOOLEY ENTERPRISES I	42 cases of 1000 rounds of 5.56m	20,047.97
	41 cases of 1000 rounds of 9mm 1	9,873.67
DWWSA INC	Used 2024 Honda Accord EX (stock	29,999.75
ENVISION WC TOY AUTO	2026 Toyota Camry LE hybrid, inc	33,798.37
ESGV COALITION FOR H	Homeless services	4,900.00
FOSTER & FOSTER CONS	Actuarial valuation services	28,750.00
	Valuation report FY2025	20,000.00
GOLDEN BELL PRODUCTS	Insecticide - sewer manholes	50,600.00
H20 FIRE PROTECTION	Emergency repairs	19,230.00
HOISTS DIRECT LLC	Equipment	7,548.61
IMPEX TECHNOLOGIES	Pure Storage Flash Array hardwar	9,916.67
KEN GRODY FORD	2025 Mustang Mach E	45,128.64
LA COUNTY AUDITOR CO	LA County LARIAC	60,567.00
LEADSONLINE PARENT	CellHawk Tier 3 subscription & u	9,261.00
LECLERC ENTERPRISE	Patio cover installation	51,790.00
LN CURTIS & SONS COR	UTV Equipment	6,364.81
	Gloves and hoods	5,502.75
	Equipment	54,297.53
LOS ANGELES ZOO	Senior excursion tickets	1,248.00
MALLORY SAFETY & SUP	Equipment	12,001.76
MC CULLOUGH, PHILLIP	Phil McCullough FY 25-26 $325.00	325.00
MICHAEL GARCIA	Ferris Wheel and Rock Wall renta	11,800.00
MICHAEL PENA JR.	Sound/Lighting Electric Boba Fest	15,770.00
MIWALL CORPORATION	CCI 9mm 115gr FMJ, 1,000 rounds	6,058.20
	Horn 5.56 55GR FMJ TAP Train, 50	23,705.22

ATTACHMENT NO. 1

City of West Covina
Contracts & Purchase Orders Issued under Section 2-337- and 2-356 of the Municipal Code
January 1, 2026 to June 30, 2026

Vendor Name	Item Description	Amount FYE2026
MOBILE WIRELESS LLC	Netmotion	9,564.75
MOORE UNITED	Demo of existing carpet tiles, b	72,288.00
MOTOROLA SOLUTIONS I	Astro DMS Advanced RM On-Prem fo	11,200.00
MULTI W SYSTEMS INC	Repairs to Citrus lift station	6,000.00
MUNICIPAL EMERGENCY	Turnout set	5,427.88
NATIONAL AUTO FLEET	One new 2026 Chevrolet Traverse	51,577.37
NEIGHBORLY SOFTWARE	Annual License	7,740.00
PRYME INFIL	Pryme Infil service	15,750.00
PUENTE HILLS FORD CO	2025 Ford F-150	61,702.04
	Ford E-Transit 350	49,321.35
	Ford Ranger	49,297.00
PYRO SPECTACULARS IN	4th of July Fireworks	42,750.00
SEAVCO INC	2026 BMW R1300RT-P motorcycle	41,175.00
SHARP PERFORMANCE IN	Sharp Performance wellness Platf	30,000.00
SHEPHERDS PANTRY	CDBG public services	4,900.00
SUNSHINE PACIFIC	Floor Demolition inside the Firi	15,000.00
THE TECH 10 GROUP	4th of July Sound/Lighting	24,950.00
THORSON MOTOR CENTER	Purchase of Vehicle for Street S	50,000.00
TOP NOTCH PLUMBING I	Repairs at Shadow Oak	41,235.00
TRAFFIC MANAGEMENT I	Traffic Control for 4th of July	53,235.90
ULTIMATE PERFORMANCE	Fire UTV	60,894.71
	Misc equipment	3,074.11
US FOODS INC	Raw Food for Senior Meals Program	50,000.00
WEST COAST ARBORISTS	Tree trimming services	47,102.40
WESTERN SAFETY	Equipment	6,587.74
Grand Total		**1,874,015.05**

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF AGREEMENT FOR LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHT-OF-WAYS, COMMERCIAL ZONES, PARKWAYS, OTHER AREAS AND CITY ARTERIALS**

RECOMMENDATION:

It is recommended that the City Council:

1. Award a Maintenance Services Agreement for RFP 2026-10 to Parkwood Landscape Maintenance, Inc.
2. Authorize the City Manager to negotiate and execute the Maintenance Services Agreement for a five-year term with Parkwood Landscape Maintenance, Inc. with a maximum annual compensation amount of $579,318 and an overall maximum compensation of $3,620,738 (which includes 25% for additional services to be approved by the City Manager on an as-needed basis) in such final form as approved by the City Attorney.
3. Adopt the following resolution:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (AGREEMENT FOR LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHTS-OF-WAY, COMMERCIAL ZONES, PARKWAYS, CITY ARTERIALS, AND OTHER AREAS)

BACKGROUND:

At the direction of City Council, the landscape and maintenance agreement for medians was competitively rebid through RFP 2026-10. The solicitation sought comprehensive maintenance of Citywide medians, rights-of-way, commercial zones, sidewalks, tree wells, other landscaped areas, and City arterials. The scope of services was amended to provide a more comprehensive level of landscape and maintenance services for the City's medians and now includes the City's main arterials to ensure more comprehensive coverage and was updated to improve service levels, accountability, reporting, and quality assurance.

The summary scope description/location areas are as follows:

Scope Section	Location/Description
A.	Medians / Parkway / Tree Wells / Sidewalks / Right-of-Ways / Walls / Fences / Other Areas
B.	Tree Wells Only
C.	Commercial Zones
D.	Freeway Offramps, Right-of-Ways, Overpass and Underpass Areas
E.	City Property at Wash Areas
F.	Arterials in West Covina

Because the original bid validity period would expire before the scheduled Council award date, tonight's meeting, proposers agreed to extend their pricing through August 31, 2026.

DISCUSSION:

The Request for Proposal (RFP 2026-10) was publicly advertised, sent out to subscribers through the City's RFP e-notification system, and made available for download from the City's third-party website, Planet Bids, on February 10, 2026. The mandatory pre-proposal meeting was conducted on February 18, 2026, with fifteen (15) landscape maintenance firms in attendance.

On March 19, 2026, at 1:30 pm, the eleven (11) proposals submitted were opened via public opening link on Teams. Proposals were evaluated by staff using the criteria established in the RFP, including qualifications, municipal experience, staffing, and capacity to perform. Proposal evaluation scores were combined with the proposal cost score provided by the Finance Department to determine the ranking for interviews.

Interviews were conducted with the top five (5) firms on June 25, 2026. The purpose of the interviews was to provide the panel with a better understanding of each firm's experience, operational capabilities, staffing resources, safety practices, quality control procedures, and overall approach to performing the services required under the contract. To ensure that all firms were evaluated fairly and consistently, the panel followed the same format and asked each firm the same questions.

The results of the proposal review scoring and interviews are as follows:

	Proposal Review		Interview
	Average Score	**Ranking**	**Final Ranking**
Parkwood Landscape Maintenance Inc.	66.0	5	1
Merchants Landscape Services, Inc.	72.0	3	2
Mariposa Landscapes, Inc.	74.5	1	3
BrightView Landscape Services, Inc.	74.5	1	4
J. Orozco Enterprises	67.0	4	5

Maximum Points 100.0

Parkwood Landscape Maintenance Inc. received the highest overall ranking based on their technology-based quality assurance process, including internal audits, photo documentation, GPS tracking, and other tools used to verify work performance and is staff's recommendation for the contract award. The agreement for the five-year term would not exceed $3,620,775 ($579,324 per year plus 25% for additional services to be approved by the City Manager on an as-needed basis.)

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

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

Fiscal Impact

FISCAL IMPACT:

The estimated budget impact for Fiscal Year 2026-2027 will be for nine (9) months totaling $41,018 for the contract. Sufficient funds ($2,051) are available in the Citywide Maintenance District (Account No. 188.503.61.52.62.00.61.61300). A budget amendment in the amount of $38,967 is required for Measure M (Account No. 235.503.61.52.62.00.61.61300).

Citywide Maintenance District	188.503.61.52.62.00.61.61300	$2,051	sufficient funds available
Measure M	235.503.61.52.62.00.61.61300	$38,967	requires budget amendment

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Attachments

Attachment No. 1 - Resolution No. 2026-91

Attachment No. 2 - Draft Maintenance Services Agreement

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

ATTACHMENT NO. 1

RESOLUTION NO. 2026-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (AGREEMENT FOR LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHTS-OF-WAY, COMMERCIAL ZONES, PARKWAYS, CITY ARTERIALS, AND OTHER AREAS)

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

WHEREAS, on May 5, 2026, the City Manager presented to the City Council a proposed budget for Fiscal Year 2026-27 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

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

WHEREAS, on June 16, 2026, the City Council adopted a budget for Fiscal Year 2026-27; and

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

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

SECTION 1. The City Council hereby approves Budget Amendment No. 2027-03, attached hereto as Exhibit A, for Fiscal Year 2026-27.

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

APPROVED AND ADOPTED this 18th day of August, 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. 2026-91 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of August, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

Exhibit A

City of West Covina
Fiscal Year 2026-27
Budget Amendment No. 2027-03

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 235 – Measure M			
Revenue	2,611,640	0	2,611,640
Expenditures	1,369,540	38,967	1,408,507
Net Change in Fund Balance	**1,242,100**	**38,967**	**1,203,133**
REVENUE TOTAL INCREASE		**0**	
EXPENDITURE TOTAL INCREASE		**38,967**	

MAINTENANCE SERVICES AGREEMENT BETWEEN CITY OF WEST COVINA AND PARKWOOD LANDSCAPE MAINTENANCE, INC. FOR LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHTS-OF-WAY, COMMERCIAL ZONES, SIDEWALKS, TREE WELLS, CITY ARTERIALS, AND OTHER AREAS

THIS MAINTENANCE SERVICES AGREEMENT is made and entered into as of October 1, 2026 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and PARKWOOD LANDSCAPE MAINTENANCE, INC., a California corporation ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to City to provide landscape maintenance of Citywide medians, rights-of-way, commercial zones, sidewalks, tree wells, City arterials, and other areas, as more fully described herein; and

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

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

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

E. Contractor responded to City's Request for Proposals No. 2026-10 dated February 20, 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; and

F. City's City Council authorized the City Manager to execute this Agreement at its August 18, 2026 meeting.

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

1.0. SERVICES PROVIDED BY CONTRACTOR

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

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1.2. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "public works" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of California Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the California Labor Code regarding eight (8)-hour workday and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the California Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the California Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with California Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to California Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other

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employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the California Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of California Labor Code Section 1776.

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

1.3. Performance Standards; Liquidated Damages.

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

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

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

(b) Liquidated Damages.

(i) If Contractor fails to meet specified performance requirements, the City may, in lieu of other remedies provided by law or this Agreement, assess liquidated damages in the amounts set forth herein and deduct them from the next monthly payment to Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor the City's acceptance of liquidated damages shall be construed to waive the City's right to reimbursement for damage to its property or indemnity

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against third party claims.

(ii) The amounts of liquidated damages set forth herein have been set in recognition of the following circumstances existing at the time of formation of this Agreement:

(1) All the time limits and acts required to be performed by Contractor are of the essence of this Agreement;

(2) Contractor is experienced in the performance of the work required by this Agreement;

(3) The Agreement contains a reasonable statement of the work to be performed in order that the expectations of the parties are realized. The expectation of City is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of Contractor is a realization of a profit through the ability to perform the work in accordance with the terms and conditions of this Agreement at the prices set forth in the fee schedule;

(4) The parties are not under any compulsion to contract;

(5) Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered in connection with award of this Agreement to Contractor; and

(6) The liquidated damages specified herein represent a fair approximation of the damages the City would incur as a result of Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

(iii) Liquidated damages will be assessed as follows:

(1) Contractor shall pay City or City may withhold and deduct from monies due Contractor liquidated damages in the amount of Two Hundred Fifty Dollars ($250.00) for each calendar day that Contractor fails to complete work in accordance with the agreed upon work schedule. City will notify Contractor in writing of a failure to provide services in accordance with the work schedule.

(2) If Contractor fails to meet any specification identified in Exhibit A, City will notify Contractor in writing of such failure. Contractor shall cure the failure within seventy-two (72) hours of receipt of such notice. If such failure is not corrected within such seventy-two (72) hour period, Contractor shall pay City or City may withhold and deduct from monies due Contractor liquidated

DRAFT

damages in the amount of Two Hundred Fifty Dollars ($250.00) per failure identified by City, per occurrence. City will assess liquidated damages in the amount of Two Hundred Fifty Dollars ($250.00) per failure identified for each calendar day the failure continues until the performance failure is corrected to the City's satisfaction.

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

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

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

1.7. 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.

1.8. Public Records Act Disclosure. Contractor has been advised and is aware that this

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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 "C," attached hereto and incorporated herein ("Fee Schedule"). Contractor's annual compensation shall not exceed Five Hundred Seventy-Nine Thousand Three Hundred Eighteen Dollars and Zero Cents ($579,318.00)

2.2. Amendments to the Scope of 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. Contractor may also request alterations, modifications or deviations from the work described in the Scope of Services by submitting a written request to the City detailing the requested alteration, modification, or deviation and the basis therefor and the proposed increase or decrease to Contractor's compensation that would result from such alteration, modification or deviation. 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. 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 and the date of performance. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Contractor shall commence work on October 1, 2026. Contractor shall perform all services in strict compliance with the maintenance

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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 be effective retroactive to the Effective Date and continue through September 30, 2031, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

(a) Be adjudged bankrupt;

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

(c) Make a general assignment for the benefit of creditors;

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

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

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(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) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Five Million Dollars ($5,000,000.00) per occurrence, Ten Million Dollars ($10,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than Two Million Dollars ($2,000,000.00) combined single limit for each accident.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) If required to meet the limits specified herein, umbrella or excess liability insurance with limits that will provide bodily injury, personal injury, and

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property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

(i) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;

(ii) "Pay on behalf of" wording as opposed to "reimbursement";

(iii) Concurrency of effective dates with primary policies.

If Contractor obtains and maintains an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

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

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

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or by U.S. mail, with postage properly prepaid and addressed as set forth below. Such communication

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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:
Parkwood Landscape Maintenance, Inc. 16443 Hart Street Van Nuys, CA 91406 Attn: President	City of West Covina 1444 West Garvey Ave. South West Covina, CA 91790 Attn: Mike Cresap

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.

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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.

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

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

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

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

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

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

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

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

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

6.24. 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.

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[SIGNATURE PAGE FOLLOWS.]

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

CITY OF WEST COVINA,
A municipal corporation

_____
Milan Mrakich
City Manager

CONTRACTOR

_____
Signature

_____
Name and Title

ATTEST:

_____
Lisa Sherrick, CMC
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Karen Ogawa
Finance Director

***EXHIBITS TO BE INSERTED FOLLOWING CITY COUNCIL APPROVAL**

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AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF TERMINATION OF EMERGENCY ACTION FOR EMERGENCY REPAIRS AT FIRE STATION 3 AND ACCEPTANCE OF WORK AND AUTHORIZATION TO FILE THE NOTICE OF COMPLETION**

RECOMMENDATION:

It is recommended that the City Council:
1. Terminate the emergency action at Fire Station 3 by adopting the following resolution:

RESOLUTION NO. 2026-82 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, TERMINATING THE EMERGENCY ACTION FOR THE REMEDIATION OF THE RODENT AND RAT INFESTATION AT FIRE STATION 3

2. Accept the work performed by Sunshine Pacific Group America Inc. with a final compensation amount of $130,720.85.
3. Authorize the City Manager and Assistant City Clerk to execute the Notice of Completion and file the Notice of Completion with the County of Los Angeles Registrar-Recorder.

BACKGROUND:

On April 7, 2026, the City Council adopted Resolution No. 2026-32 determining, by a unanimous vote, that an emergency existed at Fire Station 3 due to a rodent infestation. The Council found that the emergency would not permit the competitive solicitation for bids, and authorized the City Manager to cause emergency repairs to be performed and to take immediate related actions.

Pursuant to Public Contract Code Section 22050(c), the City Council has reviewed and determined there was a need to continue this emergency action at every regularly scheduled meeting following adoption of Resolution No. 2026-32 by adopting Resolutions Nos. 2026-34, 2026-35, 2026-38, 2026-50, 2026-55, 2026-76, and 2026-81. Public Contract Code Section 22050(c) requires the City Council to terminate the emergency action at the earliest possible date that conditions warrant.

DISCUSSION:

The City executed a Construction Services Agreement with Sunshine Pacific Group America, Inc. to remediate the serious health and sanitation hazards presented by the rodent infestation, safeguarding the immediate health and safety of personnel at Fire Station 3.

Staff is pleased to report that Sunshine Pacific Group America, Inc. has successfully completed all work required under the emergency action. Public Works and Fire Department Management have conducted a final inspection and confirmed that:

- The rodent infestation has been thoroughly eradicated and exclusion measures are in place.
- All building infrastructure repairs and sanitation cleanups are complete.
- Fire Station 3 is safe, fully operational, and fit for long-term habitation.
- Personnel have moved back into the facility from their temporary accommodations.

Because the emergency conditions no longer exist and the repair work is complete, staff recommends that the City Council formally terminate the emergency action in compliance with Public Contract Code requirements. Staff also recommends that the City Council accept the work and authorize staff to file the Notice of 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.

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

Fiscal Impact

FISCAL IMPACT:

This is an administrative item to conclude the emergency action. The final cost of the Construction Services Agreement with Sunshine Pacific Group America, Inc. was $130,720.85. In addition, $11,650.00 was expended for replacement appliances required to restore Fire Station 3 to full operation. These expenditures were funded through previously approved emergency appropriations. No additional fiscal impact is associated with this termination action.

Attachments

Attachment No. 1 - Resolution No. 2026-82

Attachment No. 2 - Notice of Completion

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

ATTACHMENT NO. 1

RESOLUTION NO. 2026-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, TERMINATING THE EMERGENCY ACTION FOR THE REMEDIATION OF THE RODENT AND RAT INFESTATION AT FIRE STATION 3

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

WHEREAS, on April 7, 2026, in accordance with Public Contract Code section 22050(a), the City Council adopted Resolution No. 2026-32, finding, by a unanimous vote of the City Council, that an emergency existed at Fire Station 3 due to a rodent and rat infestation which would 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, in accordance with Public Contract Code section 22050(c), the City Council reviewed the emergency action at each regular meeting following its adoption of Resolution No. 2026-32 and determined there was a need to continue such action by adopting Resolutions Nos. 2026-34, 2026-35, 2026-38, 2026-50, 2026-55, 2026-76, and 2026-81; and

WHEREAS, pursuant to Public Contract Code section 22050(c), the City Council is required to terminate the action at the earliest possible date that conditions warrant; and

WHEREAS, City staff have inspected the facility and determined that the rodent and rat infestation and health and safety hazards have been mitigated; and

WHEREAS, the City Council desires to terminate the emergency action.

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

SECTION 1. The City Council hereby terminates the emergency action for the remediation of the rodent and rat infestation at Fire Station 3.

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

APPROVED AND ADOPTED this 18th day of August, 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. 2026-82 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of August, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick, CMC
Assistant City Clerk

ATTACHMENT NO. 2

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City Clerk City of West Covina 1444 W. Garvey Ave. S. West Covina, CA 91790	

SPACE ABOVE LINE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEES – GOVERNMENT CODE §§ 6103, 27383

NOTICE OF COMPLETION
(California Civil Code § 9204)

NOTICE IS HEREBY GIVEN that on August 18, 2026, the City Council of the City of West Covina accepted the public work of improvement ("Project") described herein and the Project was deemed completed on such date.

1. Name and Address of Owner: The City of West Covina ("City"), 1444 W. Garvey Ave. S., West Covina, CA 91790.

2. Description of Project: The Project is known as: Emergency Repairs to West Covina Fire Station 3.

3. Location of Project: Fire Station 3, 1433 W. Puente Ave., West Covina, CA 91790.

4. Name and Address of Contractor: Sunshine Pacific Group America Inc., 4195 Chino Hills Pkwy. #97 Chino Hills, CA 91709

5. Date of Agreement: April 8, 2026

6. Name of Surety: Old Republic Surety Company

_____
Milan Mrakich, City Manager Date
City of West Covina

VERIFICATION

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

Executed on _____, at West Covina, California.

_____
Lisa Sherrick, CMC
Assistant City Clerk

AGENDA ITEM NO. 18

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **REVIEW OF REQUEST FOR PROPOSAL (RFP) FOR THE DEL NORTE PARK IMPROVEMENTS & DOG PARK PROJECT - PROJECT NO. 24001**

RECOMMENDATION:

Staff recommends that the City Council authorize the Public Works Department to issue a formal Request for Proposals (RFP) for architectural design services for the Del Norte Park Improvements & Dog Park Project.

BACKGROUND:

On December 17, 2024, Councilmember Gutierrez requested that staff issue a Request for Proposals (RFP) for the Del Norte Park Improvements and Dog Park Improvements and return the item to the City Council for consideration.

On February 24, 2025, City staff issued an RFP for architectural services related to the planned improvements at Del Norte Park and the Dog Park. The objective of the RFP was to obtain construction-ready plans to support the proposed upgrades. The scope of work included several enhancements to the Dog Park, such as expanding the park area and dividing it into three sections to facilitate regular maintenance. Additional improvements included replacing the existing fencing with a new six-foot, predator-resistant fence with coyote rollers; installing secure access gates; new concrete paving; upgraded amenities (including pet waste stations, dual-purpose drinking fountains for dogs and people, benches, trash receptacles, and dog play equipment); and area lighting. Restroom improvements were also included in the scope and consisted of ADA-compliant upgrades, new fixtures (toilets, sinks, and hand dryers), and exterior enhancements such as updated roofing, fascia boards, and roof eaves.

On May 6, 2025, the consideration of an agreement with a designer was brought before the City Council for award of a Professional Services Agreement for design services. At that meeting, the City Council voted to reject all proposals and directed staff to readvertise the project following the adoption of the Parks Master Plan.

On December 16, 2025, City staff presented the RFP for the Del Norte Park Improvements & Dog Park Project to the City Council for consideration of its release, consistent with the Council's previous direction. During the meeting, the City Council directed staff to bring the item back for consideration at the first available meeting following completion of the Parks Master Plan.

DISCUSSION:

To ensure the project meets the needs of the community, staff is seeking City Council feedback on the proposed Request for Proposals (RFP) included as Attachment No. 1 – Draft RFP. The Draft RFP is substantially the same as the version previously issued in February 2025.

The Draft RFP solicits professional design services for the Del Norte Park and Dog Park Improvements Project. The scope of work includes the design of dog park upgrades and renovations, such as expansion of the park area and division into three sections to allow for regular maintenance; replacement of the existing fencing with new six-foot, predator-resistant fencing; new concrete paving; and new equipment and amenities including pet waste receptacles, dual-purpose drinking fountains for dogs and people, benches, trash receptacles, dog play equipment, and area lighting. The scope also includes restroom improvements, such as facility upgrades (toilets, sinks, hand dryers), ADA-compliant improvements, and exterior enhancements.

The RFP specifies that proposals will be evaluated based on the evaluation criteria outlined in the table below.

Proposal Evaluation Criteria	**Max Points**
Completeness of the SOQs and compliance with the required RFP format.	5
Project understanding, scope and approach to develop the project efficiently.	20
Experience and qualifications of key staff.	20
Similar project experience, including familiarity with State and Federal procedures	20
Effectiveness of Project Schedule showing how the proposer will be able to complete the design within the required time duration	20
Fees proposed to complete the design within the required duration.	15
Total Points	100

Additionally, the RFP provides that, at the City's discretion, in-person interviews may be conducted in accordance with Section 9, Oral Presentations, of the RFP with up to the three highest-scoring proposers based on the evaluation rubric. All interviewed proposers will be asked the same questions, with equal point values assigned to each question. If interviews are conducted, the contract award will be based on the highest combined interview score.

Project Timeline

If approved, the Request for Proposals can be released with a close date in October 2026.

LEGAL REVIEW:

The City Attorney's Office reviewed the staff report.

OPTIONS:

The City Council has the following options:

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

Prepared by: Roberto Ortega, CIP Project Manager

Fiscal Impact

FISCAL IMPACT:

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

Attachments

Attachment No.1 - Del Norte Draft RFP

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

ARCHITECTURAL DESIGN SERVICES, DEL NORTE PARK IMPROVEMENTS & DOG PARK	**Approved by:**	**RFP No.**
		Effective Date

1. GENERAL

The City of West Covina (City) is seeking proposals from qualified vendors to provide Architectural Design Services for the Del Norte Park Improvements & Dog Park.

2. RFP SCHEDULE

- RFP release: September 9, 2026
- Questions due: September 21, 2026
- (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: September 24, 2026
  (Responses will be posted on City's Planet Bids portal)
- Proposals due: October 15, 2026 @ 3:00 p.m.
- Selection of proposer (tentative date): December 1, 2026
  (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.org on the Wednesday prior to the first and third Tuesdays each month.)

3. PROPOSAL SUBMISSION

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. Proposals will be received electronically (online only) via City of West Covina's PlanetBids portal at https://www.westcovina.org/departments/finance/finance/bids-rfps.

Proposals must be submitted with the following attachments:

Attachment A: Statement of Non-Collusion by Contractor
Attachment B: Subcontractor Campaign Contribution Acknowledgement Form
Attachment C: Sam.gov Verification – Debarment & Suspension Verification
Attachment D: Fee Schedule
Attachment F: Certificate of Insurance
Attachment G: W-9

Proposals must be submitted no later than **3:00 PM** on **October 15, 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 Roberto Ortega, CIP Project Manager. The City Representative can be reached via e-mail at rortega@westcovina.org or by phone at (626) 939-8705. Proposers that contact any City official or representative other than the designated City Representative as set forth in this RFP may be disqualified with no further consideration given to the proposal submitted.

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

5. BACKGROUND

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

Services

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

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

6. SCOPE OF SERVICES

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

7. SCHEDULE OF PERFORMANCE

The selected contractor will be required to complete the Scope of Services in accordance with the schedule of performance approved by the City. The City expects the final Plans, Specifications and Estimate (PS&E) to be submitted within 12 months of the City's Notice to Proceed.

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 including a proposed timeline to complete the project, if applicable.

8.3 METHODOLOGY SECTION

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

8.4 FEE SCHEDULE

The fee schedule should include hourly rates, miscellaneous fees and other anticipated expenses, and total cost of the services.

8.5 EXCLUDED OR SUBCONTRACTED SERVICES

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

8.6 LIST OF SIMILAR SERVICES COMPLETED

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

8.7 REFERENCES

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

9. ORAL PRESENTATIONS

An oral presentation by the proposers in final contention for award of an agreement for services may, in City's discretion, be required as a part of this RFP process. The purpose of the oral presentation would be twofold: first, to allow the proposer to demonstrate capabilities of the company and to clarify proposer's responses to the RFP; second, to allow the City staff to meet the proposer's key personnel who would be assigned to this project. Attendance at such a presentation shall be at the proposer's expense.

10. TERMS AND CONDITIONS OF RFP

10.1 SIGNED SUBMISSION OF PROPOSALS

Each proposal must be signed in longhand by the person or persons legally authorized to bind the proposer to the proposal and contracts. The name and title of each person signing shall by typed or printed below that person's signature. Upon request of the City, the corporation or other entity must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation or other entity.

10.2 LATE SUBMISSION OF PROPOSALS

Any submission of proposals received after the due date and time specified in this RFP will not be considered.

10.3 ACCURACY OF PROPOSALS; WITHDRAWAL OF PROPOSALS

Proposers shall take all responsibility for any errors or omissions in their proposals.

To withdraw a proposal, the proposer must submit a written request to the CIP Project Manager via email at rortega@westcovina.org. A hard copy of the request must also be mailed to the Purchasing Manager at 1444 W. Garvey Avenue S., Room 208, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting proposals.

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

10.4 ADDENDUM TO THE RFP

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

10.5 PROTEST PROCEDURES

All protests regarding the RFP process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of the proposals. This includes all protests relating to advertising of the RFP, deadlines, proposal opening, and any protests relating to alleged improprieties or ambiguities in the specifications. This requirement does not apply to protests relating to staff recommendations as to award of a contract. Protests relating to staff recommendations of award of a contract may be directed to the Purchasing Manager within three (3) business days of the posted agenda recommending

award by City Council or receipt of notice of intent to award. City may post such notice of intent to award on the City's PlanetBids portal.

City Council agendas are available for review at least 72 hours before City Council meetings, which are held on the first and third Tuesday of each month, at www.westcovina.org and at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina, during normal business hours.

10.6 DISCLAIMERS AND RESERVATION OF RIGHTS

This RFP does not commit the City to award a contract. The City reserves, in its sole discretion, the right to reject any and all proposals, the right to cancel or postpone the RFP or project in whole or in part at any time, the right to negotiate with any qualified proposer and the right to decline to award the agreement to any of the proposers. The City reserves the right to waive any immaterial irregularities in a proposal or a submission of a proposal.

10.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF PROPOSALS

All proposals submitted in response to this RFP shall become the exclusive property of the City of West Covina and will be a matter of public record. Proposers must identify, in writing, the elements of the proposal which proposer defines as business or trade secrets that are exempt from disclosure under the California Public Records Act (California Government Code Section 7920.000 et seq.) and plainly mark such items as "Trade Secret", "Confidential", or "Proprietary".

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend, indemnify and hold harmless the City and its officers, employees, agents and volunteers from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act. Any exemption request must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Notwithstanding the foregoing, all proposals submitted may be kept confidential until a contract is awarded.

10.8 PROPOSAL VALIDITY PERIOD

Pricing, terms and conditions stated in the proposer's response shall remain valid for 120 days from the date of submission of the proposal to the City.

10.9 PRESS RELEASES

The selected contractor shall not issue any news or press releases relating to an award of contract resulting from this RFP or issue any advertising copy mentioning the City or quoting the opinion of any City official, officer or employee without prior written approval from the City Manager.

10.10 EVALUATION AND SELECTION PROCESS

In accordance with Section 2-334 of the West Covina Municipal Code, the City will award the contract to the lowest responsible bidder, as defined Section 2-327 of the West Covina Municipal Code. Price will be considered along with other factors, including, but not limited to, the ability, capacity and skill of the bidder to provide the services, whether the bidder can provide the services within the time specified, the bidder's record of performance on previous orders or contracts for the City or other public entities, and the quality, availability and adaptability of the bidder's services.

Proposals will be evaluated to determine the company or person best suited to complete the project based on qualifications, experience and pricing including: qualifications and experience as provided in a resume or statement of qualifications; ability to effectively communicate and conduct presentations; cost of services; reference checks. All proposers should identify or affirm each of the following requirements:

(a) Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.

(b) Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.

(c) Have the administrative and fiscal capability to provide and manage the proposed services.

Proposals will be ranked according to the following criteria:

Criteria	Maximum Points
Completeness of the Proposals and compliance with the required RFP format.	10
Project understanding, scope and approach to develop the project efficiently.	25
Experience and Qualifications of Key Staff.	25
Similar Project Experience, including familiarity with State and Federal procedures.	25
Effectiveness of Project Schedule showing how the proposer will be able to complete the design within the required time duration.	10
Fees proposed to complete the design within the required time duration.	5
Total Points	**100**

At the City's discretion, in-person interviews may be conducted in accordance with Section 9, Oral Presentations, with up to the three highest-scoring proposers based on the evaluation rubric. All interviewed proposers will be asked the same questions, with equal point values assigned to each question. If interviews are conducted, the contract award will be based on the highest combined interview score.

10.11 CAMPAIGN CONTRIBUTIONS

(a) Prohibited Contributions.

Pursuant to Section 2-404.1(a) of the West Covina Municipal Code:

No person who is an applicant or proposer to be a party to a city contract, or who is a party to a city contract, as defined in section 2-403, other affected party, or related persons, shall make a contribution to an individual holding city elective office where the city contract has a total anticipated or actual value of thirty thousand dollars ($30,000.00) or more, or a combination or series of such contracts or agreements having a value of thirty thousand dollars ($30,000.00) or more.

Further, pursuant to Section 2-404.1(c) of the West Covina Municipal Code:

No person acting as a subcontractor under a subcontract through a city contract, as defined in section 2-403, or related persons, shall make a contribution to a council member where an individual subcontract has a

total anticipated or actual value of fifteen thousand dollars ($15,000.00) or more, or a combination or series of such individual subcontracts with the same subcontractor, for the same or different projects with the aggregate value of fifteen thousand dollars ($15,000.00) or more.

(b) Subcontractor Acknowledgement Form.

If a subcontractor is utilized for any part of the proposal, then a completed Subcontractor Campaign Contributions Acknowledgement Form is required to be returned with proposal.

10.12 CONFLICT OF INTEREST

City of West Covina employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any proposer. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest and Ethics Policy.

Proposers shall not offer, give or agree to give any City employee any gratuity or anything of value whatsoever in connection with this RFP. The offer or attempt to give any such gratuity or anything of value to any City employee will be cause for disqualification from participation in this RFP.

10.13 PERMITS AND LICENSES

The selected contractor and all of his/her/its employees or agents shall secure and maintain in force such licenses and permits as are required by law.

10.14 PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any expenses incurred by potential contractors relating to the preparation or submission of proposals. Pre-contractual expenses shall not be included in a proposer's fee schedule. Pre-contractual expenses include, but are not limited to, expenses incurred by a proposer in:

- Preparing a proposal in response to this RFP;
- Submitting a proposal to the City;
- Oral presentations required by the City;
- Negotiating with the City in any manner related to the proposal submitted;
- Any other expenses incurred by the proposer prior to the execution of a contract with the City, if any.

10.15 AGREEMENT TO CONDITIONS

The selected proposer will be required to execute an agreement for services. A sample of the agreement is included as Attachment H to this RFP. The sample agreement may be modified by the City prior to award of a contract.

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

10.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their proposal whether they agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

10.17 EXAMINATION OF LOCATIONS AND SPECIFICATIONS

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

10.18 DEBARMENT AND SUSPENSION

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

11. INSURANCE

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

ATTACHMENT A

STATEMENT OF NON-COLLUSION BY CONTRACTOR

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

The undersigned declares:
I am the _____ of _____, the party making the foregoing bid.

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

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

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

Firm _____

_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____ State_____ Zip _____

ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

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

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

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

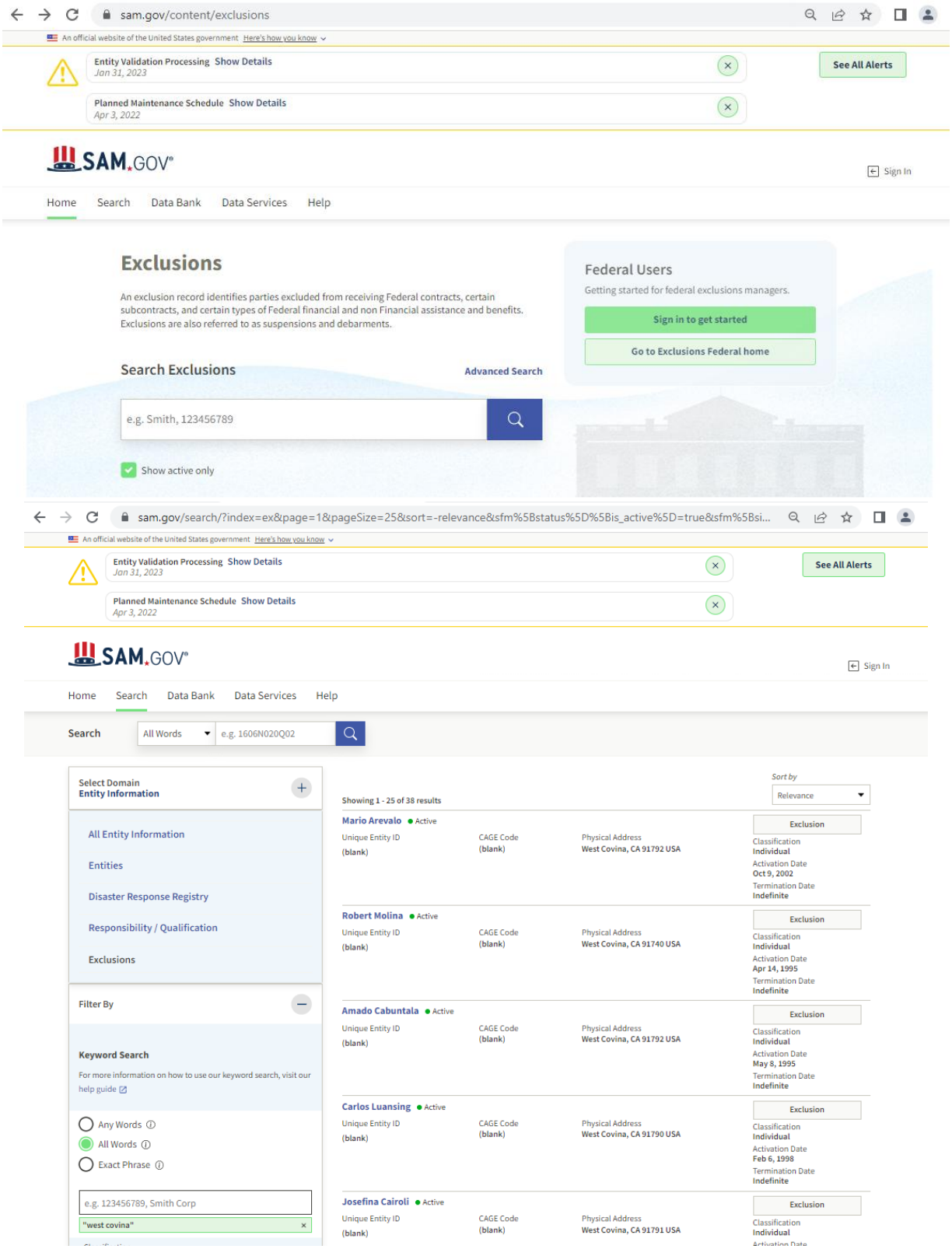
Date: _____

ATTACHMENT C

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

How to Search Exclusion Information

- Select “Search” from the header menu from any page on SAM.gov
- In the filters, under “Select Domain,” select “Entity Information, then select “Exclusions.”
- Use the filters or keyword box to enter search criteria and see your results
- See sample on next page


sam.gov/content/exclusions
An official website of the United States government Here's how you know
Entity Validation Processing Show Details
Jan 31, 2023
Planned Maintenance Schedule Show Details
Apr 3, 2022
See All Alerts
SAM.GOV
Sign In
Home
Search
Data Bank
Data Services
Help
Exclusions
An exclusion record identifies parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non Financial assistance and benefits. Exclusions are also referred to as suspensions and debarments.
Federal Users
Getting started for federal exclusions managers.
Sign in to get started
Go to Exclusions Federal home
Search Exclusions
Advanced Search
e.g. Smith, 123456789
Show active only
sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5Bsi...
Search
All Words
e.g. 1606N020Q02
Select Domain
Entity Information
All Entity Information
Entities
Disaster Response Registry
Responsibility / Qualification
Exclusions
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Any Words
All Words
Exact Phrase
e.g. 123456789, Smith Corp
"west covina"
Showing 1 - 25 of 38 results
Sort by
Relevance
Mario Arevalo Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91792 USA
Exclusion
Classification Individual
Activation Date Oct 9, 2002
Termination Date Indefinite
Robert Molina Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91740 USA
Exclusion
Classification Individual
Activation Date Apr 14, 1995
Termination Date Indefinite
Amado Cabuntala Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91792 USA
Exclusion
Classification Individual
Activation Date May 8, 1995
Termination Date Indefinite
Carlos Luansing Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91790 USA
Exclusion
Classification Individual
Activation Date Feb 6, 1998
Termination Date Indefinite
Josefina Cairoli Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91791 USA
Exclusion
Classification Individual

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

ATTACHMENT D

FEE SCHEDULE

FEE SCHEDULE

ATTACHMENT E

SCOPE OF SERVICES

SCOPE OF SERVICES

The proposed project involves providing Architectural Design Engineering Services for the Del Norte Park Improvements & Dog Park. Description includes dog park improvements (Figure B) including expanding the area and separating into 3 sections to allow for regular maintenance, replace existing fence with new predator resistant 6' fencing including coyote rollers, new security gates, new concrete paving, new equipment and facilities such as pet receptacle waste station, dog/people drinking fountains, benches, trash receptacles, dog play equipment, and area lighting; restroom improvements (Figure C) including upgrading the facilities (toilets, sinks, hand dryers etc), ADA improvements, new exterior materials such as roof, fascia boards, roof eaves, etc...

The City's total budget for the project including construction (hard cost) and soft cost is approximately $1.2m.

The existing Del Norte Park is located at 1500 W. Rowland Avenue, at the southwest corner of Sunset Avenue and Rowland Avenue. See Figure A below.



Figure A – Del Norte Park, 1500 W. Rowland Ave



Figure B – Del Norte Park Existing Dog Park



Figure C – Del Norte Park Existing Restroom

The primary objective of the project is to have the selected engineering consultant provide a complete PS&E (plans, specifications and estimates) approved by all involved jurisdictional and regulatory agencies and is ready for construction bidding for the improvements outlined in this RFP and attached documents.

The scope of work generally includes:

Task 1. Project Management

a. Attend a pre-design (kick-off) meeting with City staff after the award of contract to conduct introductions, discuss scope of work, information needed from various City departments, overall schedule and the implementation process.

b. Coordinate bi-weekly progress conference calls with City staff to update the City of the project progress, and schedule status. This is also a time for the Consultant to ask any questions to the City or bring up any design issues encountered.

c. Coordinate meetings to review the preliminary design, 60%, 90% and 100% submittals with City staff.

d. Provide a detailed project schedule with continuous updates, and executive summary of project status to be submitted with each monthly invoice.

e. Maintain continuous awareness of the status of each task as it proceeds and make provisions to expedite and resolve any difficulties that may impede progress.

Task 2. Utility Coordination

a. The Consultant shall ensure the final design is compatible with all utilities within the project area whether they are protected in place, removed, installed, relocated, adjusted, or otherwise modified. This includes contacting each affected agency should be incorporated into the construction schedule, if necessary.

b. Coordinate with the affected utility companies within the project limits, and any applicable agencies, as necessary, and notify the utility company/agency of the project. Maintain a utility contact matrix documenting contacts, coordination, etc. with utility companies.

c. Perform all necessary research to establish the precise location of all utilities. All utilities (including overhead) must be identified and shown on the plans.

d. The preliminary and finals plans are to be sent to all affected utility companies.

Task 3. Preliminary Engineering

a. Environmental. The project is assumed to be a categorical exemption.

b. Right-of-Way. All work is assumed to be within existing public ROW. The design consultant shall perform research on available right-of-way maps, assessor parcel maps, and easement information within the project limits. Based on this information, existing ROW information shall be shown on the plans. If any TCEs (Temporary Construction Easements) are necessary, the consultant shall show them on the plans. The City will obtain TCE’s from adjacent property owners.

c. Review base data documents including as-built improvement plans, utility information, survey information, and other available record data.

d. Conduct necessary field surveys to assess existing conditions of the project area, including the above mentioned structures, areas and facilities to assess existing conditions and identify any necessary upgrades.

e. Develop preliminary design.

f. Prepare Preliminary cost estimate (Identify special conditions that might create conflicts or change orders during construction and identify how to resolve these issues.

g. Prepare Technical specifications.

Task 4. Plans, Specifications & Estimate

a. Plans, Specifications and Estimate (PS&E) shall be provided at levels of completion of approximately 60%, 90% and 100%.

b. The City will provide review comments at the 60%, and 90% design phases.

c. It is expected 100% plans will be complete and include comments and input from all stakeholders and appropriate City staff.

d. Specifications shall be furnished using the latest edition of Microsoft Word for Windows. The Consultant shall prepare the Specifications per City requirements and utilizing the Standard Specifications for Public Works Construction ("Greenbook").

e. Estimate shall be prepared in spreadsheet format using Microsoft Excel.

f. The Consultant shall create a comment matrix to verify all City comments are addressed with each submittal.

Task 5. Bidding and Construction Support

a. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses.

b. Prepare project addenda at the direction of the City (assume 2).

c. Attend the pre-construction meeting, job walk, and job-site meetings over the course of the construction schedule (assume 12 meetings).

d. Provide responses to the Contractor's RFIs about the plans and specifications forwarded to the Consultant by the City. This task also includes conferring with the City's Construction Manager regarding the RFIs as appropriate.

e. Provide responses and approvals to the Contractor's submittals for materials and shop drawings forwarded to the Consultant by the City or the Construction Manager.

Task 6. Prepare Record Drawings (As-Builts)

a. Within 20 days following the completion and acceptance of the project, furnish the City with a complete set of revised original drawings showing as-built conditions. The as-built plans shall be prepared based on as-built information provided by the City's Construction Manager and the Contractor.

ATTACHMENT F

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

CERTIFICATE OF INSURANCE

ATTACHMENT G

W-9

ATTACHMENT H

SAMPLE AGREEMENT

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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF WEST COVINA
AND
_____
FOR
_____

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and _____ a [(state) (entity information)] ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to City to _____, as more fully described herein; and

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall

SAMPLE

advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of Consultant to comply with this section.

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

SAMPLE

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

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

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

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without

written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars ($ _____.00).

SAMPLE

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

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

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually

convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

SAMPLE

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue until Consultant completes the Scope of Services and submits all deliverables set forth in Exhibit A to the City's satisfaction, unless previously terminated as provided herein.

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

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

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

(a) Be adjudged bankrupt;

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

(c) Make a general assignment for the benefit of creditors;

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

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

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

SAMPLE

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

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

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages:

(a) General liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, for bodily injury,

personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile 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 ($1,000,000.00) per accident for bodily injury or disease.

5.2. Additional Requirements.

(a) Proof of insurance. Consultant 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 Finance Director 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.

SAMPLE

(b) Duration of coverage. Consultant 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. Consultant'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 Consultant 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 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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. Consultant 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 Consultant's insurers are unwilling to provide such notice, then Consultant shall notify the City immediately in the event of Consultant's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.

SAMPLE

(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). Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to 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. Consultant 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 Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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

6.0. GENERAL PROVISIONS

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

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

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

SAMPLE

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of _____, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery 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 CONSULTANT:	IF TO CITY:
_____	City of West Covina
_____	1444 West Garvey Ave. South
_____	West Covina, CA 91790
Tel: _____	Tel: _____
Attn:	Attn:

SAMPLE

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

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

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

6.8. Indemnification and Hold Harmless.

(a) General Indemnification. Other than in the performance of design professional services, and to the fullest extent permitted by law,

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

(b) Indemnification for Design Professional Services. To the fullest extent permitted by law, Consultant agrees to defend, with counsel of City's choosing, indemnify, and hold harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its employees, and/or authorized subcontractors, in the performance of design professional services under this Agreement by a "design professional," as such term is defined in California Civil Code section 2782.8(c). The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit

SAMPLE

asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon such negligence, recklessness, or willful misconduct, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

6.14. Economic Interest Statement. Consultant hereby acknowledges that pursuant to California Government Code Section 87300 and the Conflict of Interest Code adopted by City, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk,

SAMPLE

for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

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

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

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

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

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

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

SAMPLE

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

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

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

SAMPLE

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

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

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

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

[SIGNATURE PAGE FOLLOWS.]

SAMPLE

AGENDA ITEM NO. 19

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **ADVERTISING BUS SHELTERS - CLEAR CHANNEL OUTDOOR**

RECOMMENDATION:

It is recommended that the City Council provide direction relative to advertising bus shelters.

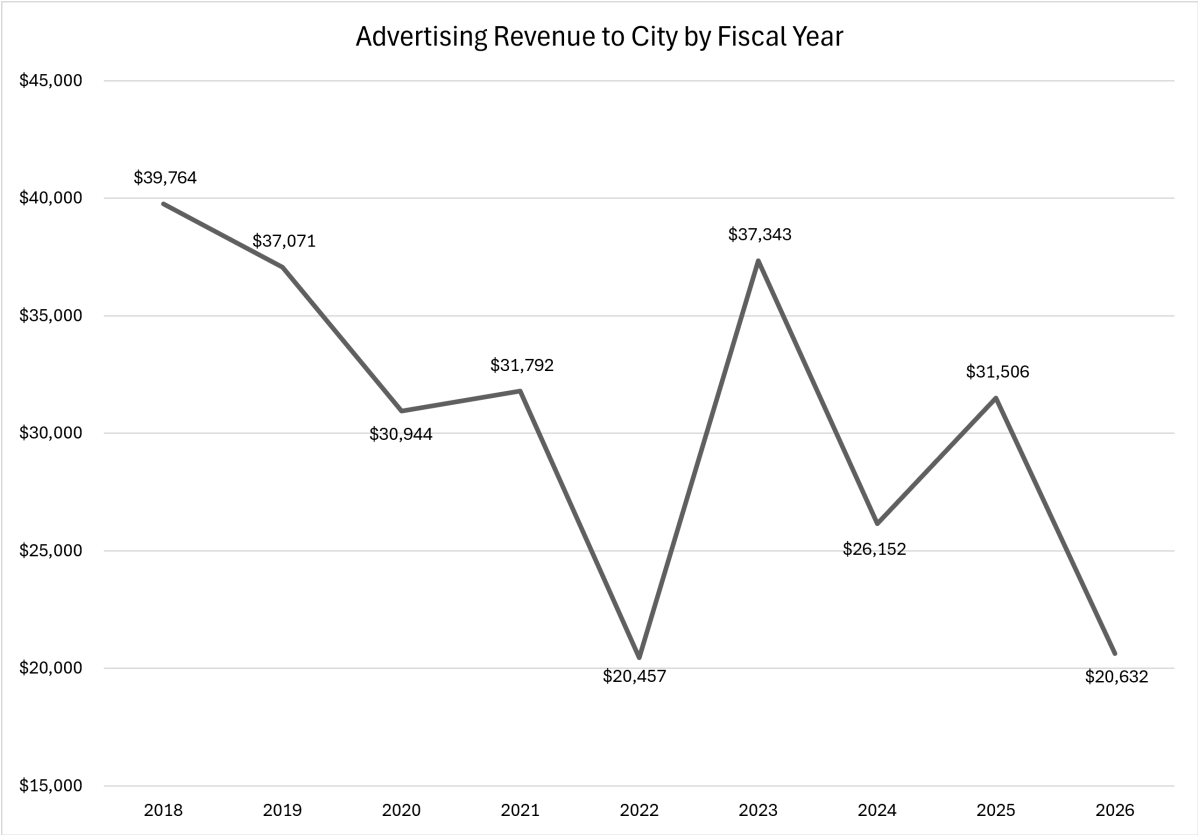
BACKGROUND:

In 1998, the City of West Covina entered into a five-year agreement with Eller Media Company to install and maintain fifty (50) contractor-owned bus shelters within the City. These 50 bus shelters were designed to include additional panels to allow for advertising on the panels. The terms of the agreement allowed the contractor to install and maintain the 50 advertised bus shelters within the City. Compensation to the City was the greater of $95 per shelter per month or 18% of net revenue. Additionally, the City was compensated $14,220 per year for five (5) years in lieu of cleaning and maintaining the City's non-advertising bus shelters, which numbered 79 at the time.

Clear Channel Outdoor, Inc. (CCO) purchased Eller Media in 2001. The City Council approved the first addendum to the agreement in April 2004. This addendum adjusted the compensation to 20% of net advertising revenue earned by these shelters and removed the payment in lieu of maintaining City-owned shelters. It also extended the term through June 30, 2009. The second addendum to the agreement was approved in June 2009. It extended the agreement for an additional five (5) years through June 30, 2014. The second addendum also allowed the City to grant up to five (5) one (1) year extensions upon CCO's written request. The City and CCO exercised each of the extension options, extending the agreement through June 30, 2019. A copy of the original agreement and subsequent addendums are attached (Attachment No. 1).

Although the agreement was not extended beyond June 30, 2019, Clear Channel has continued to maintain its shelters and make quarterly payments according to the terms.

The graph below displays the advertising revenue received by the City from Clear Channel by Fiscal Year.



The current number of advertising shelters is forty-five (45). A listing is included as Attachment No. 2.

Forty-four (44) of the 45 shelters are located along Foothill Transit routes, serving nine (9) routes, along with the Silver Streak.
Foothill Transit provided ridership data for the period of July 1, 2025 and June 30, 2026. Boardings, Average Weekday Boardings, and Alights at these stops are displayed on Attachment No. 3 by stop and by month.

Over this period, Foothill reports:

- 631,147 Boardings,
- 2,001 Average Weekday Boardings, and
- 566,507 Alights.

DISCUSSION:

At the direction of the City Council, staff met with CCO representatives several times to explore the prospects of improving the condition of bus shelters. The following were proposed to CCO:

- Contribute toward a project for the replacement of bus shelters City-wide
- Increase the percentage of net revenue shared with the City
- Replace existing CCO-owned advertising shelters with new ones

CCO advised that it would not be able to make the financial commitment associated with any of these options due to its tight operating margins. Instead, they provided a proposal (Attachment No. 3) that includes the following:

- Refurbishment of all shelters, including those that are City-owned
- Refurbishment would take place over a 3-year period
- CCO would continue to maintain its shelters

The proposal is conditioned by:

- 10-year extension of the agreement
- Pause the revenue sharing for the first two years of the extended agreement

The proposal is also contingent on CCO's corporate approval.

Alternatively, the City may notify CCO that the agreement has expired and that CCO has sixty (60) days to remove the shelters. Pursuant to the agreement, if the City gives certified written notice that CCO must remove the shelters within 60 days and CCO fails to remove the shelters within such period, the shelters would automatically become the property of the City. In discussions, CCO made it clear that it would remove its shelters upon receiving such notice, though they requested a ninety (90) day window for removal.

Staff is seeking direction as to how to proceed.

LEGAL REVIEW:

The City Attorney's Office reviewed this staff report.

OPTIONS:

The City Council has the following options:

1. Direct staff to notify CCO that the agreement is expired and that CCO has 90 days to remove the shelters;
2. Direct staff to work with CCO to finalize their proposal and bring back an agreement for consideration; or
3. Provide alternative direction.

Prepared by: Kelly McDonald, Assistant to the City Manager

Fiscal Impact

FISCAL IMPACT:

As presented in this report, the City has received between $20,632 and $39,764 per year in advertising revenue from CCO over the last nine (9) years.

Attachments

Attachment No. 1 - CCO Agreement

Attachment No. 2 - CCO West Covina Shelter Listing

Attachment No. 3 - Foothill Transit Ridership - July 2025 - June 2026

Attachment No. 4 - CCO Proposal

Attachment No. 5 - CCO - 2026.08.18 Slides

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness
An Accessible Community

ATTACHMENT NO. 1

AN AGREEMENT BETWEEN THE CITY OF WEST COVINA AND ELLER MEDIA COMPANY OF PHOENIX TO CONSTRUCT AND MAINTAIN BUS SHELTERS WITHIN THE CITY OF WEST COVINA, CALIFORNIA.

THIS AGREEMENT, made and entered into this 17 day of February, 1998, by and between the CITY OF WEST COVINA, a Municipal Corporation of the State of California, (the "City"), and Eller Media Company of Phoenix, ("Contractor").

WITNESSETH

WHEREAS, City is the fee owner of, or has acquired an easement for public street purposes, over certain real property within the corporate limits of City/ "public right-of-way". Any use into the public right-of-way will be in the public interest and will not interfere with the use of said property by the public.

WHEREAS, City has identified a need for bus shelters, and advertising (hereinafter referred to "shelters") at various bus stop locations located in the public right-of-way throughout the City without incurring costs and expenses therefor, subject to the terms and conditions hereinafter set forth.

WHEREAS, City has requested proposals for construction and maintenance of such shelters to be accomplished by entering into a written agreement between the City and the contractor.

WHEREAS, Contractor represents that it is willing and qualified to provide such shelters under the terms and conditions hereinafter set forth.

WHEREAS, City is willing to provide contractor with the exclusive right to construct, erect, install, repair, maintain, and insure such shelters in the public right-of-way, under terms and conditions hereinafter set forth.

WHEREFORE, in consideration of the respective and mutual covenants and promises hereinafter contained and made and subject to all of the terms and conditions hereof, the parties hereto do hereby agree as follows:

1. Grant of Right by City

City hereby grants to contractor, subject to provisions herein, the exclusive right to construct, erect, install, repair and maintain advertising bus shelters, and associated waste containers at certain locations in the public right-of-way within the City in the manner hereinafter provided.

2. Number of Shelters

a) The contractor shall install proposed shelters as set forth in section 4 below as follows:

Phase I: Twenty-five (25) new bus shelters will be installed at locations presently occupied by City-owned and maintained shelters. The contractor will either reinstall the City-owned (25) shelters at City's additional designated locations or will deliver to City yard at no cost to the City.

Phase II: Twenty-five (25) new bus shelters will be installed at locations approved by the City after installation of *Phase 1* shelters and within eighteen (18) months of *Phase 1* shelters' installation.

b) During the term of this Agreement, additional advertising bus shelters may be constructed and installed by the Contractor by mutual written agreement of the City and Contractor.

3. Location of Shelters

Bus shelters are permitted only in approved bus passenger loading areas. The City shall have sole discretion to determine the location and acceptability of all bus shelters to be installed by the Contractor. If for any reason the City decides that the bus shelter(s) are no longer required or desired, the Contractor shall remove the bus shelter(s) within seven (7) days of service of written notice on Contractor by the City and Contractor shall restore shelter site(s) to its original condition.

4. Schedule of Installation and Liquidated Damages

Contractor shall install the initial twenty-five (25) shelters (*Phase I*) as shown on Exhibit A within ninety (90) days period following the execution of this agreement. Contractor will also install an additional 25 new bus shelters (see Exhibit "B") after the installation of *Phase 1* shelters and within eighteen (18) months of *Phase 1* shelters' installation. Any deviation from these time frames without prior written City approval shall be considered a breach of contract, and grounds for termination for this contract. The parties agree that damages for such delay would be difficult, if not impossible to calculate therefore Contractor shall be liable to the City for liquidated damages in the sum of Fifty dollars ($50.00) per day for each day installation is delinquent.

5. Compensation

a. Contractor shall pay to City for said contract granted herein, the sum of ninety-five dollars ($95.00) per month or eighteen percent (18%) of the gross advertising revenues less agency commission, whichever is the greater, for each shelter installed and maintained by contractor pursuant to this agreement.

b. Contractor, in addition to the revenues set out in (a) above, shall pay $14,220 to the City annually for five years in lieu of cleaning and maintaining the City's 79 non-advertising bus shelters.

c. Compensation to the City shall be increased for each extension year commencing on January 1, 2003, based upon the published Consumer Price Index for All Urban Consumers for Los Angeles-Anaheim-Riverside for the year ending in April.

d. The Contractor shall deposit with the City's finance department the sum of Forty-Two Thousand Seven Hundred Twenty dollars ($42,720.00) in cash as the first-year-estimated prepayment of compensation set forth in Sections 5(a) and (b). The prepayment shall be deposited within ten (10) days of the execution of this contract. Beginning with the second year of this Agreement (fifteen months after execution of this Agreement), the Contractor shall make payment to the City on a quarterly basis set forth in Sections 5(a) and (b) due to the City for the preceding quarter. A quarter shall be based on the calendar year and quarter end dates are March 31, June 30, September 30, and December 31. Within 30 days after the first year and each subsequent year thereafter, the Contractor shall pay to the City the difference between the guaranteed minimum compensation set forth in Section 5(a) and total payments made over each year. Contractor shall be charged an additional ten percent (10%) per annum or the maximum allowed by law for past due payments to the City where payments are more than thirty (30) days past the due dates provided herein.

e. Contractor shall submit to the City Manager, or his designee, a statement of gross advertising revenues and agency commissions for each advertising shelter (quarterly reports) certified to its accuracy by contractor's chief financial officer or accounting manager within 30 days after the conclusion of the quarter. The

statement shall support all payments from Contractor to City, and may be audited by the City as set out in (f) below.

f. Contractor shall allow audit of its accounting records by City officials or a contractor selected by the City at contractor's office during reasonable business hours to determine the propriety of reported revenue due to the City. In the event that an audit discloses under reported revenue, the Contractor will reimburse the City for the actual cost of the audit. If no under reported revenue is detected, the City will not seek reimbursement for audit related costs.

g. The contractor shall make available to the City ten percent (10%) of the total advertising space available for public service advertisement in lieu of paid advertising over the duration of the agreement. Contractor can design, produce, and install the City panel advertising for a fee of $750 for a five panel set (ten panel set after installation of *Phase II* for a total fee of $1,500) or the City may use other print vendors who shall be provided access.

h. Notwithstanding the provisions of 5(a) and (b), contractor hereby guarantees a minimum compensation payment to the City of Two Hundred Thirteen Thousand Six Hundred dollars ($213,600) over the five (5) year term of the Agreement. Within thirty (30) days after the end of the five (5) year term, contractor shall pay to the City the difference between the guaranteed minimum compensation set forth in this section and the total of all payments made over the same five (5) year period pursuant to Section 5(a) and (b). Payment of such shortfall shall be made to the City before any renewal of the term of this Agreement may be approved. Contractor shall be charged an additional ten percent (10%) per annum for a past due payment to the City as City's extra cost for processing such past due payment where the payment is more than seven (7) days past due.

6. **Design of Shelters**

a) **Specifications**

The Contractor shall provide custom made shelters with design and specifications required for all units. All work performed on the shelter or the shelter site must conform to the requirements of the Standard Specifications for Public Works Construction, latest edition, and all applicable codes and regulations, including, but not limited to, the City Building and Electrical Codes. In addition, all work must comply with the conditions of the Public Works Permit issued for each location and any and all other conditions of the agreement. Contractor shall obtain any and all necessary building and electrical permits prior to its performance of the agreement.

b) **Shelter Design Drawings**

All designs, plans, and change orders shall be signed by a California Registered Civil or Structural Engineer before they will be accepted for design or location approval.

Before any shelter may be installed in the City of West Covina, it shall be reviewed for adequate design by the City of West Covina Building and Engineering Department for electrical wiring and appurtenances, structural integrity and general soundness of design and compliance with provisions of these specifications.

c) Shelter Location Design Drawings

A location drawing shall be provided by contractor and shall contain a minimum forty (40) feet to one-inch scale representation of the proposed shelter site, covering the area from the adjacent property line to the street centerline at the intersection. Mid-block sites may be shown with broken line ties. The drawing shall tie the shelter location to the closest curb return and give the distance from the existing curb and adjacent property line to the shelter. It shall also show the location of manholes, catch basins, fire hydrants, poles, trees, and other aboveground facilities within twenty-five (25) feet of the proposed shelter.

7. Permits

a. Contractor shall obtain a separate Public Works Permit from City for each bus shelter including building, electrical, and construction and excavation and each such permit shall be valid only for the particular location specified on the permit.

b. Permit Charges: Contractor shall pay all fees, taxes, costs and permit charges assessed by any and all government entities, and further agrees that the shelters shall be constructed and operated in conformity with all codes, including but not limited to, the Uniform Building Code, and in conformity with Building and Engineering Department permit requirements.

8. Business License

Contractor shall acquire and maintain a valid City of West Covina business license for the duration of this agreement.

9. Costs of Improvements

In addition to any other amounts set out in this Agreement, Contractor shall pay all costs and expenses for:

a) The design, construction, installation, cleaning, maintenance, insuring, and removal of the shelters; and

b) Restoring to their original condition, the sidewalks, curbs, landscaping and irrigation lines or streets which may be disturbed during the construction or removal of the shelters.

c) The relocation or delivery of existing shelters as per City's direction.

10. Advertising Restrictions

All proposed advertising to be located on said shelters shall not:

a) Display the words "STOP", "DRIVE-IN", "DANGER", or any other word, phrase, symbol, or character which may interfere with, mislead or direct vehicular traffic.

b) Be comprised of rotating, revolving, or flashing lighting devices.

c) Promote or display of tobacco products.

d) Violate local policy or local or State laws and regulations.

Advertising displays shall not display material which the City Manager, or his designee, in his sole discretion, determines is offensive to community standards.

The City will make the final determination on unacceptable advertising and Contractor must remove such advertising within 24 hours of written notification therefo.

11. Repair and Maintenance of new Contractor Installed Shelters

Contractor shall regularly maintain, repair, clean, and service the shelters. Contractor shall be entitled to enter upon and into shelters at any reasonable time with personnel and all necessary materials, including but not limited to, electric wires, meters, clockwork machinery, and other items reasonably necessary for making said shelter effective. All such work shall be performed at the sole expense of contractor.

Each shelter, and the immediate area around each shelter, shall be inspected, cleaned, spray washed, and trash receptacles emptied not less than two (2) times per week, and all repairs completed within forty-eight (48) hours of notification. Each shelter and the immediate area around each shelter shall be steam cleaned as needed but not less than once a month. Notwithstanding, if shelter damage or vandalism is such that the public could be exposed to a risk of injury while in or near the shelter, the contractor shall repair or, if necessary, remove the entire shelter within twenty-four (24) hours of discovery of the damage, and it shall be replaced and/or made fully operational at the same location within ten (10) working days after removal.

12. Shelter Removal/Relocation

Contractor shall furnish to City a written quarterly summary report of its shelter maintenance operations. All maintenance work and corrective actions shall be performed at the expense of contractor.

Contractor's personnel, equipment, and/or vehicles shall not block automobile or bicycle travel lanes without proper warning signs and traffic delineation devices properly placed in accordance with the latest edition of "Work Area Traffic Control Handbook", published by Building News, Inc.

Contractor shall have an after-hours maintenance number affixed to the shelter and on file with the office of the City Manager for emergencies. If contractor fails to respond to the emergency call within two (2) hours, City may take whatever action it deems in its discretion is necessary to protect the public, and contractor agrees to reimburse City for this service.

13. Illumination

Each new shelter shall be illuminated from dusk to dawn by an overhead light fixture and illuminated advertising box. Solar power may be used if the capacity to remain lighted from dusk to dawn is not possible due to the lack of available electrical power. Contractor shall submit a schematic of the electrical wiring to the shelters. The City Manager or his designee shall approve all internal and external electrical components and wiring of each shelter.

Contractor shall pay all sums that may become due for electrical connections and energy supplied in the shelters, and shall indemnify City against any and all costs and liability arising from the use, maintenance, and construction thereof.

14. Performance Guarantees (Bonds)

Prior to commencing performance under this agreement, contractor shall post and maintain a bond in the amount of Twenty Five Thousand dollars ($25,000). Said bond shall be obtained only from a surety company licensed to do business in the State of California and shall remain in effect over the duration of this agreement to insure the faithful performance of

Contractor's covenants for construction, maintenance and repair, removal of replacement of the shelters, timely payment of all revenues due to the City, including permit fees, business license, advertising revenues etc., and restoration of shelter sites to their condition existing prior to installation of the shelters, whenever a shelter is removed or relocated.

15. **Shelter Removal/Relocation**

a) Contractor shall retain the right to remove any shelter upon thirty (30) days notice to the City in the event that Federal, State, or other proper authorities should hereafter establish any rules, regulations, or taxation which shall so restrict location, construction, maintenance, or operation of the shelters as to substantially diminish the value of said shelters for advertising purposes, or in the event of "chronic vandalism", as hereinafter defined.

b) City retains the right to require removal and/or relocation of any shelter for any reason. Contractor shall not remove or relocate any shelter without first obtaining City's approval, unless said removal is necessary to protect the public health or safety from imminent harm. All shelters no longer serving a specified bus route shall be removed by contractor within seven (7) days after written notice from the City.

c) In the event the City fails to receive notice of renewal of the Performance Guarantee Security Bond, the comprehensive General Liability Insurance, or either of them, on or before thirty (30) calendar days before the expiration date thereof, or in the event either or both the Performance Guarantee Security or Comprehensive General Liability Insurance are canceled and no evidence of equal coverage is filed with City on or before thirty (30) calendar days prior to the expiration date of either coverage, or upon termination of this Agreement for any reason, Contractor shall remove immediately all of its shelters and if it fails to do so within seven (7) calendar days after notice to do so is mailed by City, City shall have the right to remove said shelters and Contractor agrees to pay City's costs for such removal and site restoration.

d) "Chronic Vandalism" shall be defined as damage inflicted to an individual shelter during any six (6) month period which requires cumulative expenditures for replacement and repair that exceed the original cost of construction and installation of the shelter.

e) Upon removal of any or all shelters erected by contractor hereunder, all material shall be removed from the site, including, but not by way of limitation, all electrical wires, meters and meter pedestals. The site shall be restored to the condition as it existed prior to installation of the shelter including complete restoration of any sidewalk upon which said shelter was located.

16. **Subordination**

Any mortgage or lien against the shelters shall be subordinate to all rights of the City under this Agreement.

17. **Term**

The term of this Agreement shall commence ninety (90) days following execution hereof by City and shall continue for a term of five (5) years. The City may grant up to five (5), one- (1) year extensions renewable annually upon Contractor's written request submitted therefor not less than 90 days or more than 180 days prior to expiration of this Agreement.

18. **Termination and Cancellation**

This Agreement may be terminated by the City, or by Contractor with reasonable cause, upon giving the other party written notice thereof not less than sixty (60) days prior to termination. Upon termination by either party to this Agreement, City may require Contractor, at Contractor's sole expense and within seven (7) days, to remove any or all shelters installed and/or maintained pursuant to this agreement, and to restore any or all shelter sites. Contractor's failure to remove and/or restore within sixty (60) days after service of City's request shall entitle City to utilize all remedies contained in this Agreement, including the execution on Contractor's Performance Bond.

19. **Independent Contractor**

a) Contractor is, and at all times hereafter shall be, an independent contractor of City during the term of this Agreement. Contractor specifically recognizes and acknowledges said status as an independent contractor and not as an employee of City. All construction, maintenance, and other personnel to be utilized by the contractor in this Agreement shall be employees of Contractor and not employees of City. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all withholding taxes.

b) Contractor shall comply with all Federal and State statues and regulations relating to the employer/employee relationship including, but not limited to, minimum wage, non-discrimination, equal opportunity, workers compensation, hazardous/unsanitary or dangerous surroundings, the Fair Labor Standards Act, and the Immigration Reform and Control Act.

20. **Insurance**

Contractor shall not commence work under this Agreement until it has obtained all insurance required hereunder from a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

a) Workers' Compensation insurance: Before beginning work, Contractor shall furnish to the City a certificate of insurance as proof that full workers' compensation insurance has been obtained for all persons whom Contractor may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the law of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

In accordance with the Provisions of Section 3700, of the California Labor Code, every contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City a certification as follows:

> "I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of the Code,

and I will comply with such provisions before commencing the performance of work of this contract."

Contain a clause substantially in the following words:

1) It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by City of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

b. For all operations of Contractor or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

1) Commercial General Liability (occurrence) – for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the contractor in the performance of this Agreement – or --:

2) (Alternative to Commercial General Liability) – Comprehensive, broad form General Public Liability (occurrence) – for bodily injury, death and property damage arising out of any activities undertaken by contractor in the performance of this Agreement.

3) Comprehensive Automobile Liability (occurrence) – for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

4) Other required insurance, endorsements or exclusions as required by the City.

5) The policies of insurance required in this Section 20(b). shall have no less than the following limits of coverage:

(i) $1,000,000 (One Million dollars) for bodily injury or death;

(ii) $1,000,000 (One Million dollars) for property damage;

(iii) The total of the limits specified in subsections (I) and (ii), above, where a combined single limit is provided.

c. The policies of insurance required in subsections (1), (2), and (3) of Section b., above, shall;

1) Be subject to no deductible amount unless otherwise provided, or approved in writing by City;

2) Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated "A-" or better according to the most recent A.M. Best Co. Rating Guide;

3) Name as additional insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, specified by City to be included, as pertain to this contract;

4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

6) Contain a clause substantially in the following words:
"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by City of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in additional to and shall not deplete any policy limits.

10) Otherwise be in form satisfactory to City.

d. Prior to commencing performance under this Agreement, Contractor shall furnish the City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the City before Contractor commences performance. If performance of this Agreement shall extend beyond one (1) year, Contractor shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

21. Representatives and Notices

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

The President shall be the sole representative of Contractor for purpose of this Agreement, and may enter into any subordinate agreements with City pursuant to this Agreement on behalf of Contractor.

Notices and written communications sent by one party to the other shall be deemed given when personally delivered or deposited in the U.S. Mail, postage prepaid addressed as follows:

If sent by Contractor to City:

City Manager
City of West Covina
1440 West Garvey Avenue
West Covina CA 91790

If sent by City to Contractor:

Bruce K. Seidel
President
So. Calif. Transit Shelter Div.
Eller Media Company
1539 West Orangewood Avenue
Orange CA 92688
(714) 997-1700

Scott Eller
President and CEO
Eller Media Company
2850 East Camelback Road
Suite 300
Phoenix, AZ 85016

22. **Assignment/Subcontractors**

The Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of any percentage of its right, title, or interest in or to this agreement or any part hereof without the prior written consent of the City which shall not be unreasonably withheld.

In the event Contractor is a corporation which has issued shares of stock of any nature, any change in ownership of such stock affecting ten percent (10%) or more of such issued shares shall constitute a transfer under this Section 22, and shall require the prior written consent of City.

23. **Indemnification**

Contractor shall indemnify, defend, save and hold harmless, City and City's elected officials, officers, agents, attorneys, and employees, from and against any and all damages to property or injuries to or death of any person or persons, including, but not by way of limitations, all civil claims, Workers Compensation claims and all other claims and/or liabilities resulting from or arising out of the acts, errors or omissions of Contractor, its employees and/or authorized subcontractors, whether intentional or non-intentional, in the performance of this agreement.

24. **Validity**

The invalidity in whole or in part of any provision of this agreement shall not void or affect the validity of any of the other provisions of this agreement.

25. **Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the State of California.

26. **Entire Agreement**

This Agreement supersedes any and all other Agreements whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this agreement acknowledges that no representatives, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by both City and Contractor. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

27. **Tax Interest**

CONTRACTOR RECOGNIZES AND UNDERSTANDS THAT THIS AGREEMENT MAY CREATE A POSSESSORY INTEREST IN CONTRACTOR SUBJECT TO PROPERTY TAXATION AND CONTRACTOR AGREES TO ASSUME ALL LIABILITY AND RESPONSIBILITY FOR PAYMENT OF PROPERTY TAXES LEVIED ON SUCH INTEREST.

28. **Gender and Number**

As used herein, the masculine shall include the feminine and neuter, and the singular shall include the plural.

29. **Attorney's Fees**

In the event any legal proceeding is instituted to enforce any terms or provision of the agreement, the prevailing party in said legal proceeding shall be entitled to recover attorney's fees and costs from the opposing party in an amount determined by the Court to be reasonable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the date and year first above written.

ELLER MEDIA COMPANY
S.Cal. Transit Shelter Div.
1539 W. Orangewood Avenue
Orange CA 92668

Bruce K. Seidel, President

CITY OF WEST COVINA
A Municipal Corporation of
the State of California

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Elizabeth L. Martyn, City Attorney

ADDENDUM AGREEMENT

City of West Covina and Clear Channel Outdoor

This Addendum Agreement is made by and between the City of West Covina, a municipal corporation, (hereinafter referred to as City@) and Clear Channel Outdoor, Inc, a Delaware Corporation, (hereinafter referred to as Contractor@). This Addendum Agreement is entered into on the date appearing by the signatures of each party.

RECITALS

A. On February 17, 1998, the parties entered into a written Agreement between the City of West Covina and Eller Media Company of Phoenix whereby City agreed to allow fifty (50) bus shelters ("Shelters") to be installed, maintained and monitored for a fee to the City, and Eller Media Company of Phoenix agreed to pay the City $14,220 to the City annually for five years in lieu of cleaning and maintaining the City's 81 non-advertising bus shelters and ninety-five dollars ($95.00) per month per shelter or eighteen percent (18%) of the gross advertising revenues earned from the Shelters less agency commission ("Net Advertising Revenue"), whichever is greater, hereinafter referred to as the "Original Agreement".

B. On July 2, 2001, after Clear Channel, Inc. bought 100% of the Contractor's stock, Eller Media Company changed its operating name to Clear Channel Outdoor, Inc.

C. Contractor stopped using the Shelters for advertising at the expiration of the Original Contract on February 16, 2003, but continued to pay the minimum rent through March 31, 2003.Contractor paid $14,250 rent for the quarter ending March 31, 2003, but owed only $9,500. (Contractor overpaid $4,750 for the quarter.)

D. Although Contractor maintained the Shelters throughout 2003, it did not use them for advertising until late in the fourth quarter of 2003. Contractor has continued to use the Shelters for advertising since then.

E. Contractor has paid City the rent reserved in this Addendum for the second quarter of 2004.

F. At the rent reserved in this Addendum, City received $439.20 for the fourth quarter of 2003, $2,053.80 for the first quarter of 2004, $9,698.27 for the second quarter of 2004, $7,163.60 for the third quarter of 2004 and will receive $10,166.13 for the fourth quarter of 2004, for a total of $29,521.00.

The parties desire to modify the provisions of the Original Agreement by adding the terms contained in this Addendum Agreement.

AGREEMENT

The Original Agreement of the parties is modified, altered and changed in the following respects only:

1. Paragraph 5 of the Original Agreement is amended and restated in its entirety as follows:

5. **Compensation**

a. Beginning with the expiration of the Original Agreement, rent shall be twenty percent of Net Advertising Revenues earned in the City of West Covina from the Shelters, without any minimum payment. Clear Channel shall receive credit against rents otherwise due for the overpayment of minimum rent for the first quarter of 2003 and for rent paid for the second quarter of 2004.

b. Within ten business days after execution of this contract, Clear Channel shall account to the City of West Covina for all Net Advertising Revenue earned in the City of West Covina advertising bus shelters from the expiration of the Original Agreement through December 31, 2004 ("Reporting Period").

c. At the same time, Clear Channel shall pay the City an amount equal to (twenty percent of Net Advertising Revenue for the Reporting Period) less (rent previously paid for the Reporting Period). The rent previously paid for the Reporting Period consists of the overpayment of minimum rent for the first quarter of 2003 and the rent paid for the second, third and fourth quarter of 2004.

d. Within thirty days after the end of each quarter, beginning with the third quarter of 2004, Clear Channel will provide the City with quarterly revenue reports and pay to the City twenty percent of all Net Advertising Revenue for the quarter. Each report shall show the location of Shelters and revenues received from the Shelters during each quarter.

e. Contractor shall be charged an additional ten percent (10%) per annum or the maximum allowed by law for past due payments to the City where payments are more than thirty (30) days past the due dates provided herein.

f. Contractor shall submit to the City's Finance Department - Finance Director, or his designee, a statement of gross advertising revenues showing location of shelters and revenues received less agency commissions for each advertising shelter (quarterly revenue reports) within 30 days after the conclusion of the quarter. The statement shall support all payments from Contractor to City, and may be audited by the City as set out in (f) below.

g. Contractor shall allow audit of its accounting records by City officials or a contractor selected by the City at contractor's office during reasonable business hours to

determine the propriety of reported revenue due to the City. In the event that an audit discloses under reported revenue greater than five percent of the amount reported, the Contractor will reimburse the City for the actual cost of the audit. Otherwise, the City will not receive reimbursement for audit related costs.

h. The contractor shall make available to the City ten percent (10%) of the total advertising space available for public service advertisement in lieu of paid advertising over the duration of the agreement. Contractor shall design and install all public service advertising at no cost to the City. However, if City uses Contractor for the production of said public service advertisements, City will pay all fees associated with production.

2. Paragraph 11 of the Original Agreement is amended and restated in its entirety as follows:

11. **Repair and Maintenance of new Contractor Installed Shelters**

Contractor shall regularly maintain, repair, clean, and service each advertising shelter within the City of West Covina. Contractor shall be entitled to enter upon and into shelters at any reasonable time with personnel and all necessary materials, including but not limited to, electric wires, meters, clockwork machinery, and other items reasonably necessary for making said shelter effective. All such work shall be performed at the sole expense of contractor.

Each advertising shelter, and the immediate area around (10 ft) each advertising shelter that is on City property, shall be inspected, cleaned, and trash receptacles emptied not less than two (2) times per week, and all repairs completed within forty-eight (48) hours of written or faxed notification from City. If the contractor does not resolve the complaint and/or condition, the City may do so at Contractor's expense. Contractor shall provide to the City a cleaning schedule outlining days of cleaning and a point-of-contact for Clear Channel Outdoor staff or sub-contractor performing the maintenance duties. Each shelter and the immediate area around each shelter shall be steam cleaned as needed but not less than once a quarter.

If Contractor fails to keep the advertising shelters clean and repaired as required by this agreement, City shall notify Contractor in writing and if the failure is not cured within five (5) days, City shall have the right, but shall not be obligated, to perform such maintenance on behalf of and for the account of the contractor. In such event, the cost of such work shall be paid for by the Contractor within thirty (30) days of receipt of a billing from City. Notwithstanding, if shelter damage or vandalism is such that the public could be exposed to a risk of physical injury while in or near the shelter, the contractor shall repair of, if necessary, remove the entire shelter within twenty-four (24) hours of discovery of the damage, and it shall be replaced and/or made fully operational at the same location within ten (10) days after removal. If the contractor does not resolve the written complaint within five (5) days, the City may do so at Contractor's expense.

However, if a written complaint cannot be reasonably resolved within five days, Contractor will notify the City in writing of the reason for the delay.

3. Paragraph 17 of the Original Agreement is amended and restated in its entirety as follows:

17. **Term**

The term of this Agreement shall commence immediately following execution hereof by City and shall continue until June 30, 2009. Upon City Council approval, the City may grant up to five (5), one- (1) year extensions renewable annually upon Contractor's written request submitted therefore not less than 90 days or more than 180 days prior to expiration of this Agreement or any extension of this Agreement.

4. The heading for Paragraph 12 of the Original Agreement is amended to read, "**12. Shelter Maintenance.**"

5. In Paragraph 15 of the Original Agreement, the following subparagraphs are added:

f. Contractor owns the Shelters. Within a commercially reasonable time after the expiration or earlier termination of the last extension of this agreement, Contractor may remove the Shelters at its own expense.

g. If, after the expiration or earlier termination of this agreement, negotiations are pending to extend or renew this agreement, then Contractor may remove the Shelters within a commercially reasonable time after the negotiations end.

h. If, after expiration or earlier termination of this Agreement City gives certified written notice pursuant to Paragraph 18 to remove the Shelters within sixty days, Contractor fails to remove the Shelters within 60 days of the certified written notice, then the Shelters shall automatically become the property of City.

6. In Paragraph 21 of the Original Agreement, the addresses for notices to Contractor are deleted and replaced with the following:

Clear Channel Outdoor, Inc.
19320 Harborgate Way
Los Angeles, CA 90501

Attn: President, Southern California

With a copy to:

Clear Channel Outdoor, Inc.
2850 E. Camelback Road, Suite 300
Phoenix, AZ 85016-8602

Attn: General Counsel

Richard Hamlin Attorneys
7131 W. Manchester Avenue, Suite 200
Los Angeles, CA 90045

7. Paragraph 22 of the Original Agreement is amended and restated in its entirety as follows:

> The Contractor shall not assign, transfer or convey its rights and obligations under this agreement without City's prior written consent, which shall not be unreasonably withheld.

8. All other provisions of the Original Agreement shall remain unchanged, valid and enforceable.

In Witness whereof, the parties have executed this Addendum Agreement.

Date: _____

City of West Covina, a municipal corporation

By: _____
CITY MANAGER

ATTEST

_____
CITY CLERK

Date: _____

APPROVED AS TO FORM:

_____
Scott Nichols
Asst. City Attorney

Contractor

By: _____

Date: _____

ADDENDUM AGREEMENT NO. 2

City of West Covina and Clear Channel Outdoor

This Addendum Agreement is made by and between the City of West Covina, a municipal corporation, (hereinafter referred to as "City" or "the City") and Clear Channel Outdoor, Inc. (hereinafter referred to as "Contractor"). This Addendum Agreement is entered into on the date appearing by the signatures of each party.

RECITALS

A. On February 17, 1998, the parties entered into a written Agreement between the City and Eller Media Company. (hereinafter referred to as the "Original Agreement") As part of the terms of the Original Agreement, the City agreed to allow fifty (50) bus shelters to be installed, maintained and monitored for a fee. In exchange Eller Media Company agreed to pay the City fourteen thousand two hundred twenty dollars ($14,220) annually for five years in lieu of cleaning and maintaining the City's eighty-one (81) non-advertising bus shelters and ninety-five dollars ($95.00) per month per shelter or eighteen percent (18%) of the gross advertising revenues less agency commission, whichever is greater.

B. On July 2, 2001, Eller Media Company changed its operating name to Clear Channel Outdoor, Inc.

C. In August 2004, the parties entered into a written agreement to modify the Original Agreement. (hereinafter referred to "Addendum No.1") Addendum No. 1 extended the term of the Original Agreement through June 30, 2009, increased the compensation paid to the City to twenty percent (20%) Net Advertising Revenue and required the Contractor to regularly maintain, clean, repair, and service each advertised shelter and immediate area no less than twice a week.

D. The parties now desire to modify the provisions of the Original Agreement and Addendum No. 1 by adding the terms contained in this Addendum Agreement. (hereinafter referred to "Addendum No. 2")

AGREEMENT

The parties agree that the Original Agreement and the Addendum No.1 shall be modified, altered and changed in the following respects only:

1. Paragraph 17 of the Original Agreement and Addendum No.1 is amended in its entirety to read as follows:

17. Term

The term of this Agreement shall commence immediately following execution hereof by City and shall continue for a maximum term of five (5) years, through June 30, 2014. The City may grant up to five, one-year extensions renewable annually upon Contractor's written request submitted to the City not less than 90 days or more than 180 days prior to expiration of this Agreement.

2. All other provisions of the Original Agreement and Addendum No.1 shall remain unchanged, valid and enforceable.

3. This Addendum No. 2, the Addendum No. 1 and the Original Agreement, taken together, constitute the final agreement between the City and Contractor.

4. Any modification of or additions to the terms of this Addendum Agreement must be in writing and executed by both parties.

5. If any term, condition or covenant of this Addendum Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Addendum Agreement shall be valid and binding.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum Agreement as of the date and year first written below.

Date: July 8, 2009

CITY OF WEST COVINA

By _____
City Manager

APPROVED AS TO FORM

By _____
City Attorney

ATTEST

By _____
City Clerk

Date: 7/8/09

CLEAR CHANNEL OUTDOOR, INC.

By _____

By _____

Clear Channel Outdoor

CCO West Covina Transit Shelters

Line	Site Code	CCOA_Panel ID	Area	Site Location with Panel Direction	Zip	Street One	Street Two	Panel Status	Latitude	Longitude
1	802793	8136 8135	West Covina	Amar NS 45.04ft W/O Azusa F/W - 2 Amar NS 45.04ft W/O Azusa F/E - 1	91792	Amar	Azusa	SALEABLE	34.031784	-117.915076
2	802860	8557 8558	West Covina	Amar SS 19ft E/O Azusa F/W - 1 Amar SS 19ft E/O Azusa F/E - 2	91792	Amar	Azusa	SALEABLE	34.030792	-117.914035
3	802814	8174 8173	West Covina	Azusa ES 58ft N/O Amar F/N - 2 Azusa ES 58ft N/O Amar F/S - 1	91792	Azusa	Amar	SALEABLE	34.031629	-117.914428
4	802812	8169 8170	West Covina	Azusa ES 35ft N/O Cameron F/S - 1 Azusa ES 35ft N/O Cameron F/N - 2	91791	Azusa	Cameron	SALEABLE	34.061378005	-117.907708094
5	802813	8172 8171	West Covina	Azusa WS 35ft S/O Cameron F/S - 2 Azusa WS 35ft S/O Cameron F/N - 1	91791	Azusa	Cameron	SALEABLE	34.060781685	-117.908015894
6	802797	8144 8143	West Covina	Azusa WS 23.04ft S/O Fairgrove F/S - 2 Azusa WS 23.04ft S/O Fairgrove F/N - 1	91792	Azusa	Fairgrove	SALEABLE	34.04297789	-117.911394305
7	802784	8119 8120	West Covina	Azusa ES 23.04ft N/O Francisquito F/S - 1 Azusa ES 23.04ft N/O Francisquito F/N - 2	91791	Azusa	Francisquito	SALEABLE	34.050374531	-117.907843067
8	802858	8253 8254	West Covina	Azusa WS 51ft S/O Garvey South F/N - 1 Azusa WS 51ft S/O Garvey South F/S - 2	91791	Azusa	Garvey South	SALEABLE	34.069781833	-117.907906568
9	802800	8147 8148	West Covina	Azusa ES 51ft N/O Grenoble F/S - 1 Azusa ES 51ft N/O Grenoble F/N - 2	91791	Azusa	Grenoble	SALEABLE	34.047676462	-117.907894317
10	802866	8569 8570	West Covina	Azusa ES 57ft N/O Puente F/S - 1 Azusa ES 57ft N/O Puente F/N - 2	91791	Azusa	Puente	SALEABLE	34.083119818	-117.907613225
11	802867	8571 8572	West Covina	Azusa WS 61ft S/O Puente F/N - 1 Azusa WS 61ft S/O Puente F/S - 2	91791	Azusa	Puente	SALEABLE	34.082406769	-117.907918905
12	802868	8574 8573	West Covina	Azusa WS 15.04ft N/O Rowland F/S - 2 Azusa WS 15.04ft N/O Rowland F/N - 1	91791	Azusa	Rowland	SALEABLE	34.079393796	-117.907899082
13	802869	8575 8576	West Covina	Azusa ES 7ft S/O Rowland F/S - 1 Azusa ES 7ft S/O Rowland F/N - 2	91791	Azusa	Rowland	SALEABLE	34.078887063	-117.907591484
14	802870	8577 8578	West Covina	Azusa WS 16ft N/O Workman F/N - 1 Azusa WS 16ft N/O Workman F/S - 2	91791	Azusa	Workman	SALEABLE	34.075723034	-117.907881505
15	802794	8137 8138	West Covina	Barranca WS 330ft N/O Garvey F/N - 1 Barranca WS 330ft N/O Garvey F/S - 2	91791	Barranca	Garvey	SALEABLE	34.073749782	-117.881421035
16	802795	8139 8140	West Covina	Barranca WS 330ft N/O Garvey F/N - 1 Barranca WS 330ft N/O Garvey F/S - 2	91791	Barranca	Garvey	SALEABLE	34.07379598	-117.881421967
17	802805	8158 8157	West Covina	Citrus ES 58ft S/O E Garvey Av South F/N - 2 Citrus ES 58ft S/O E Garvey Av South F/S - 1	91791	Citrus	E Garvey Ave South	SALEABLE	34.070114625	-117.889981584
18	802810	8166 8165	West Covina	Francisquito SS 82ft E/O Sunset F/E - 2 Francisquito SS 82ft E/O Sunset F/W - 1	91790	Francisquito	Sunset	SALEABLE	34.053456439	-117.953760449
19	802811	8168 8167	West Covina	Francisquito NS 103ft E/O Sunset F/W - 2 Francisquito NS 103ft E/O Sunset F/E - 1	91790	Francisquito	Sunset	SALEABLE	34.053609323	-117.953527829
20	802801	8149 8150	West Covina	Glendora WS 20ft S/O Merced F/N - 1 Glendora WS 20ft S/O Merced F/S - 2	91790	Glendora	Merced	SALEABLE	34.055252011	-117.938918135
21	802804	8156 8155	West Covina	Glendora ES 104ft N/O Merced F/N - 2 Glendora ES 104ft N/O Merced F/S - 1	91790	Glendora	Merced	SALEABLE	34.055749433	-117.937967515
22	802864	8566 8565	West Covina	Glendora WS 26ft N/O Vine F/S - 2 Glendora WS 26ft N/O Vine F/N - 1	91790	Glendora	Vine	SALEABLE	34.058084534	-117.935821209
23	802865	8567 8568	West Covina	Glendora ES 26ft S/O Vine F/S - 1 Glendora ES 26ft S/O Vine F/N - 2	91790	Glendora	Vine	SALEABLE	34.057594786	-117.935930729
24	802803	8154 8153	West Covina	Merced NS 27ft E/O Orange F/W - 2 Merced NS 27ft E/O Orange F/E - 1	91790	Merced	Orange	SALEABLE	34.064739254	-117.950566416
25	802802	8152 8151	West Covina	Merced NS 24ft E/O Trojan F/W - 2 Merced NS 24ft E/O Trojan F/E - 1	91790	Merced	Trojan	SALEABLE	34.062736058	-117.947841179
26	802783	8117 8118	West Covina	Sunset WS 89.04ft S/O Cameron F/N - 1 Sunset WS 89.04ft S/O Cameron F/S - 2	91790	Sunset	Cameron	SALEABLE	34.066619137	-117.940715218
27	802767	8073 8074	West Covina	Sunset WS 1ft S/O Civic Center F/N - 1 Sunset WS 1ft S/O Civic Center F/S - 2	91790	Sunset	Civic Center	SALEABLE	34.070309	-117.937207

ATTACHMENT NO. 2

Clear Channel Outdoor

CCO West Covina Transit Shelters

Line	Site Code	CCOA_Panel ID	Area	Site Location with Panel Direction	Zip	Street One	Street Two	Panel Status	Latitude	Longitude
28	802862	8562 8561	West Covina	Sunset WS 20ft S/O Farlington F/S - 2 Sunset WS 20ft S/O Farlington F/N - 1	91790	Sunset	Farlington	SALEABLE	34.056254062	-117.951734312
29	802789	8128 8127	West Covina	Sunset ES 28ft S/O Francisquito F/N - 2 Sunset ES 28ft S/O Francisquito F/S - 1	91790	Sunset	Francisquito	SALEABLE	34.053544743	-117.954196048
30	802786	8123 8124	West Covina	Sunset WS 20ft N/O Merced F/N - 1 Sunset WS 20ft N/O Merced F/S - 2	91790	Sunset	Merced	SALEABLE	34.061612476	-117.946057668
31	802782	8116 8115	West Covina	Sunset ES 23ft N/O Vine F/N - 2 Sunset ES 23ft N/O Vine F/S - 1	91790	Sunset	Vine	SALEABLE	34.063881996	-117.943233125
32	802861	8560 8559	West Covina	Sunset WS 136ft S/O Vine F/S - 2 Sunset WS 136ft S/O Vine F/N - 1	91790	Sunset	Vine	SALEABLE	34.063478526	-117.944134735
33	802859	8255 8256	West Covina	Valinda WS 19ft S/O Glendora F/N - 1 Valinda WS 19ft S/O Glendora F/S - 2	91790	Valinda	Glendora	SALEABLE	34.066738251	-117.925603565
34	802768	8061 8062	West Covina	Vincent WS 1ft N/O Glendora F/N - 1 Vincent WS 1ft N/O Glendora F/S - 2	91790	Vincent	Glendora	SALEABLE	34.066214449	-117.927475178
35	802863	8563 8564	West Covina	Vincent ES 44ft N/O Glendora F/S - 1 Vincent ES 44ft N/O Glendora F/N - 2	91790	Vincent	Glendora	SALEABLE	34.066028318	-117.927213584
36	802770	8065 8066	West Covina	Vincent WS 1ft S/O Plaza F/N - 1 Vincent WS 1ft S/O Plaza F/S - 2	91790	Vincent	Plaza	SALEABLE	34.069302504	-117.927088596
37	802765	8069 8070	West Covina	West Covina Pkwy NS 1.31ft E/O California F/E - 1 West Covina Pkwy NS 1.31ft E/O California F/W - 2	91790	West Covina Pkwy	California	SALEABLE	34.06868138	-117.929709138
38	802764	8068 8067	West Covina	West Covina Pkwy NS 207ft E/O Fashion Plaza #1 F/W - 2 West Covina Pkwy NS 207ft E/O Fashion Plaza #1 F/E - 1	91790	West Covina Pkwy	Fashion Plaza #1	SALEABLE	34.068768229	-117.932361668
39	802883	8603 8604	West Covina	West Covina Pkwy NS 207ft E/O Fashion Plaza #2 F/E - 1 West Covina Pkwy NS 207ft E/O Fashion Plaza #2 F/W - 2	91790	West Covina Pkwy	Fashion Plaza #2	SALEABLE	34.068770993	-117.932312649
40	802766	8072 8071	West Covina	West Covina Pkwy SS 1ft W/O fasion Plaza F/E - 2 West Covina Pkwy SS 1ft W/O fasion Plaza F/W - 1	91790	West Covina Pkwy	fasion Plaza	SALEABLE	34.068612535	-117.933450571
41	802763	8059 8060	West Covina	West Covina Pkwy SS 166ft E/O Sunset F/W - 1 West Covina Pkwy SS 166ft E/O Sunset F/E - 2	91790	West Covina Pkwy	Sunset	SALEABLE	34.06845386	-117.93757796
42	802761	8055 8056	West Covina	West Covina Pkwy NS 66ft E/O Taluca-left F/E - 1 West Covina Pkwy NS 66ft E/O Taluca-left F/W - 2	91790	West Covina Pkwy	Toluca-left	SALEABLE	34.070149512	-117.93970241
43	802762	8057 8058	West Covina	West Covina Pkwy NS 66ft E/O Taluca-right F/E - 1 West Covina Pkwy NS 66ft E/O Taluca-right F/W - 2	91790	West Covina Pkwy	Toluca-right	SALEABLE	34.070116437	-117.939659969
44	802771	8095 8096	West Covina	Workman SS 1.62ft E/O 2nd Street - Left F/W - 1 Workman SS 1.62ft E/O 2nd Street - Left F/E - 2	91791	Workman	2nd Street - Left	SALEABLE	34.075222898	-117.886165379
45	802769	8063 8064	West Covina	Workman SS 1.62ft E/O 2nd Street - Right F/W - 1 Workman SS 1.62ft E/O 2nd Street - Right F/E - 2	91791	Workman	2nd Street - Right	SALEABLE	34.075225457	-117.886241325

Foothill Transit
Total Boardings
July 2025 - June 2026

Stop ID - Stop Name	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	Total
819 - Barranca/NGarve	1,739	2,090	2,159	2,383	1,797	1,917	1,917	1,803	2,467	2,207	2,245	1,876	**24,600**
796 - Azusa/Workman	824	860	834	1,013	862	750	693	742	909	963	960	914	**10,324**
788 - Azusa/SGarvey	492	400	441	529	476	522	398	435	470	534	445	437	**5,579**
783 - Azusa/Rowland	652	734	751	702	630	661	600	594	644	637	657	624	**7,886**
782 - Azusa/Rowland	856	918	931	1,060	935	1,137	1,069	993	1,156	1,080	1,186	1,050	**12,371**
779 - Azusa/Puente	481	473	485	539	480	486	417	433	459	570	508	539	**5,870**
778 - Azusa/Puente	543	620	588	589	535	562	476	462	538	605	585	590	**6,693**
757 - Azusa/Francisqu	373	326	440	463	473	496	509	490	562	481	525	497	**5,635**
755 - Azusa/Fairgrove	147	104	86	118	68	68	95	65	118	72	94	63	**1,098**
745 - Azusa/Cameron	562	721	894	947	704	735	882	882	977	863	1,000	755	**9,922**
744 - Azusa/Cameron	562	622	635	758	588	621	633	548	656	679	705	608	**7,615**
738 - Azusa/Amar	3,375	3,477	3,653	3,804	3,228	3,312	3,303	3,166	3,593	3,758	3,763	3,355	**41,787**
556 - Amar/Azusa W	4,294	4,831	5,144	5,381	4,748	4,984	4,362	4,344	4,990	5,156	5,152	4,881	**58,267**
555 - Amar/Azusa E	3,026	3,440	4,013	4,370	3,697	3,425	3,369	3,331	3,885	3,675	3,520	3,233	**42,984**
2973 - Sunset/Vine	178	234	179	215	173	177	197	201	228	244	278	262	**2,566**
2925 - WestCov/Toluca	2,096	2,354	2,385	2,641	2,145	2,246	2,140	1,972	2,346	2,502	2,411	2,332	**27,570**
2924 - WestCov/Califor	8,508	9,513	9,516	9,481	8,181	8,271	8,327	7,693	9,384	7,392	9,092	8,742	**104,100**
2847 - Citrus/SGarvey	359	369	330	332	289	295	318	290	334	364	399	393	**4,072**
2744 - Workman/2nd	5,235	5,754	6,856	7,214	5,841	5,358	5,473	5,432	6,596	6,612	6,204	5,363	**71,938**
2662 - WestCov/Sunset	647	728	655	659	596	636	608	570	667	480	668	606	**7,520**
2660 - WestCov/Fashion	882	909	807	918	768	786	701	669	762	1,104	765	783	**9,854**
2654 - WestCov/Fashion	1,675	1,806	1,689	1,745	1,722	1,865	1,464	1,519	1,786	2,431	1,891	1,779	**21,372**
2647 - Vincent/Plaza	1,871	2,096	2,170	2,324	2,092	2,177	1,981	2,018	2,286	2,532	2,359	2,501	**26,407**
2643 - Vincent/Glendor	1,030	1,109	1,125	1,146	1,031	998	1,058	910	1,134	1,187	1,212	1,133	**13,073**
2642 - Vincent/Glendor	460	445	459	468	528	470	544	520	683	642	648	526	**6,393**
2601 - Valinda/Glendor	1,005	1,053	1,063	1,094	967	945	987	927	1,058	1,201	1,065	1,098	**12,463**
2529 - Sunset/Vine	252	229	227	286	205	240	213	225	256	213	242	191	**2,779**
2515 - Sunset/Merced	592	611	599	685	512	505	504	520	583	639	667	626	**7,043**
2511 - Sunset/Francisq	753	743	753	819	626	683	642	621	791	757	759	671	**8,618**
2510 - Sunset/Farlingt	9	12	13	11	16	14	11	16	23	18	13	13	**169**
2501 - Sunset/CivicCen	2,351	2,272	2,289	2,270	1,714	1,911	2,037	2,041	2,326	2,003	1,731	2,086	**25,031**
2498 - Sunset/Cameron	159	149	168	210	155	168	185	191	186	217	231	227	**2,246**
1983 - Merced/Orange	37	44	49	41	44	34	28	32	59	61	64	44	**537**
1543 - Glendora/Vine	373	359	386	452	357	420	443	417	464	426	510	440	**5,047**
1526 - Glendora/Merced	239	229	239	237	180	238	228	241	269	277	288	314	**2,979**
1369 - Francisqto/Suns	713	796	858	906	752	803	791	752	898	879	958	1,036	**10,142**
1368 - Francisqto/Suns	352	379	375	424	363	328	363	378	416	388	380	444	**4,590**
1523 - Glendora/HongKo	377	410	412	392	343	366	366	413	397	423	411	437	**4,747**
1682 - Hacienda/Merced	189	214	228	236	225	234	214	180	270	294	318	287	**2,889**
740 - Azusa/Aroma	489	471	488	616	502	568	520	567	560	518	560	512	**6,371**
Total	**48,757**	**52,904**	**55,372**	**58,478**	**49,548**	**50,412**	**49,066**	**47,603**	**56,186**	**55,084**	**55,469**	**52,268**	**631,147**

ATTACHMENT NO. 3

Foothill Transit
Average Weekday Boardings
July 2025 - June 2026

Stop ID - Stop Name	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	Total
819 - Barranca/NGarve	65	80	83	86	73	69	71	73	94	84	86	69	**78**
796 - Azusa/Workman	30	31	31	37	35	28	25	32	34	36	36	33	**32**
788 - Azusa/SGarvey	18	14	17	19	19	19	15	18	17	20	15	16	**17**
783 - Azusa/Rowland	24	28	28	24	25	23	22	24	23	24	24	23	**24**
782 - Azusa/Rowland	30	33	37	39	38	41	40	41	43	42	46	39	**39**
779 - Azusa/Puente	18	17	18	19	19	18	15	18	16	21	19	19	**18**
778 - Azusa/Puente	18	21	21	20	21	19	16	19	19	22	21	22	**20**
757 - Azusa/Francisqu	13	12	17	16	17	17	19	19	19	18	20	19	**17**
755 - Azusa/Fairgrove	5	4	3	4	3	3	3	2	3	2	3	2	**3**
745 - Azusa/Cameron	22	30	39	38	32	29	37	42	39	35	44	31	**35**
744 - Azusa/Cameron	22	25	26	28	25	24	25	24	26	28	30	23	**26**
738 - Azusa/Amar	121	127	135	135	129	120	123	127	130	139	138	123	**129**
556 - Amar/Azusa W	152	174	190	186	182	177	157	173	177	185	183	179	**176**
555 - Amar/Azusa E	110	130	158	159	150	125	127	138	143	139	134	120	**136**
2973 - Sunset/Vine	7	10	7	8	7	7	7	9	8	9	11	10	**8**
2925 - WestCov/Toluca	77	90	94	98	87	85	83	85	90	97	95	91	**90**
2924 - WestCov/Califor	313	353	360	344	323	295	307	316	340	276	336	317	**323**
2847 - Citrus/SGarvey	13	14	12	11	11	11	12	12	12	14	14	14	**12**
2744 - Workman/2nd	201	223	277	275	249	198	211	231	252	259	248	208	**236**
2662 - WestCov/Sunset	25	29	27	25	25	24	23	25	26	20	28	24	**25**
2660 - WestCov/Fashion	32	33	29	30	28	27	25	26	27	37	28	28	**29**
2654 - WestCov/Fashion	58	59	59	58	62	61	52	60	63	86	66	63	**62**
2647 - Vincent/Plaza	69	78	83	83	85	77	74	81	85	95	87	93	**83**
2643 - Vincent/Glendor	36	40	43	40	42	35	39	38	41	45	45	42	**40**
2642 - Vincent/Glendor	17	15	17	17	20	16	18	21	24	24	26	19	**19**
2601 - Valinda/Glendor	37	40	41	40	39	34	36	38	39	46	41	40	**39**
2529 - Sunset/Vine	10	9	10	11	9	9	8	10	10	9	10	8	**9**
2515 - Sunset/Merced	23	25	25	27	23	21	21	24	23	26	28	26	**24**
2511 - Sunset/Francisq	28	29	31	31	27	26	25	27	30	31	29	26	**28**
2510 - Sunset/Farlingt	0	0	0	0	1	0	1	1	1	1	1	0	**1**
2501 - Sunset/CivicCen	106	108	108	98	90	87	97	107	105	91	86	94	**98**
2498 - Sunset/Cameron	6	6	7	8	7	7	8	9	8	9	10	10	**8**
1983 - Merced/Orange	1	2	2	1	2	1	1	1	2	2	3	2	**2**
1543 - Glendora/Vine	13	12	15	16	13	15	16	16	17	15	18	16	**15**
1526 - Glendora/Merced	9	8	8	8	7	8	9	10	11	11	12	12	**10**
1369 - Francisqto/Suns	27	29	34	33	31	30	30	32	32	34	36	37	**32**
1368 - Francisqto/Suns	13	14	13	14	14	11	14	15	16	15	14	15	**14**
1523 - Glendora/HongKo	13	15	15	13	12	12	12	13	13	15	14	15	**14**
1682 - Hacienda/Merced	7	8	8	9	9	8	8	8	10	11	12	11	**9**
740 - Azusa/Aroma	16	17	18	21	20	20	19	23	21	20	21	18	**19**
Total	**1,808**	**1,993**	**2,147**	**2,129**	**2,010**	**1,837**	**1,848**	**1,986**	**2,086**	**2,091**	**2,116**	**1,958**	**2,001**

Foothill Transit
Total Alights
July 2025 - June 2026

Stop ID - Stop Name	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	Total
819 - Barranca/NGarve	1,643	1,810	1,940	1,738	1,467	1,551	1,554	1,546	1,956	1,834	1,779	1,642	**20,460**
796 - Azusa/Workman	628	795	780	985	803	764	690	823	924	914	821	760	**9,687**
788 - Azusa/SGarvey	401	435	557	618	486	507	493	449	553	550	549	551	**6,149**
783 - Azusa/Rowland	877	1,058	1,113	1,194	1,045	1,198	1,106	1,063	1,203	1,127	1,267	1,090	**13,341**
782 - Azusa/Rowland	608	662	669	708	573	606	544	586	649	599	660	613	**7,477**
779 - Azusa/Puente	554	561	604	585	548	558	493	453	532	584	577	602	**6,651**
778 - Azusa/Puente	516	495	492	544	510	461	446	417	504	485	474	502	**5,846**
757 - Azusa/Francisqu	247	294	342	318	266	313	288	281	326	270	269	263	**3,477**
755 - Azusa/Fairgrove	131	147	188	134	104	111	110	110	152	158	127	109	**1,581**
745 - Azusa/Cameron	530	526	553	590	498	553	503	457	618	549	507	520	**6,404**
744 - Azusa/Cameron	618	681	827	962	751	707	903	803	936	873	883	732	**9,676**
738 - Azusa/Amar	1,838	2,001	2,116	2,135	1,881	2,016	1,899	1,823	2,002	2,003	1,915	1,965	**23,594**
556 - Amar/Azusa W	2,824	3,169	3,992	4,131	3,413	3,404	3,171	3,085	3,706	3,576	3,303	2,995	**40,769**
555 - Amar/Azusa E	4,453	4,827	5,274	5,678	5,210	5,297	4,783	4,698	5,495	5,461	5,635	5,259	**62,070**
2973 - Sunset/Vine	227	198	203	320	186	210	174	197	203	210	189	210	**2,527**
2925 - WestCov/Toluca	769	824	880	1,001	826	748	724	822	870	987	788	703	**9,942**
2924 - WestCov/Califor	6,992	7,924	8,388	8,412	7,450	7,669	7,283	7,051	8,204	7,013	8,420	7,709	**92,515**
2847 - Citrus/SGarvey	357	390	403	486	314	266	338	336	370	375	452	328	**4,415**
2744 - Workman/2nd	5,471	5,918	6,990	7,767	6,513	6,454	6,402	6,182	7,333	7,579	6,921	6,388	**79,918**
2662 - WestCov/Sunset	1,025	1,009	1,033	1,104	1,057	1,097	1,007	933	1,050	807	982	1,018	**12,122**
2660 - WestCov/Fashion	1,834	1,846	1,724	1,805	1,850	2,092	1,683	1,524	1,779	1,943	1,793	1,812	**21,685**
2654 - WestCov/Fashion	610	679	671	634	639	590	534	499	589	1,395	727	547	**8,114**
2647 - Vincent/Plaza	2,174	2,439	3,049	3,196	2,691	2,505	2,301	2,471	2,892	2,955	2,667	2,417	**31,757**
2643 - Vincent/Glendor	456	477	581	569	486	499	544	565	621	663	606	505	**6,572**
2642 - Vincent/Glendor	1,034	950	1,013	1,096	1,025	979	1,062	834	1,039	1,062	1,057	1,057	**12,208**
2601 - Valinda/Glendor	621	586	570	558	475	533	499	521	522	669	588	618	**6,760**
2529 - Sunset/Vine	137	184	189	184	160	203	215	169	224	201	254	224	**2,344**
2515 - Sunset/Merced	359	347	415	464	364	363	369	360	362	446	424	404	**4,677**
2511 - Sunset/Francisq	641	697	635	663	559	617	617	543	701	631	656	668	**7,628**
2510 - Sunset/Farlingt	18	24	15	9	29	32	27	34	21	23	16	18	**266**
2501 - Sunset/CivicCen	344	369	406	451	391	431	440	389	408	418	439	456	**4,942**
2498 - Sunset/Cameron	238	244	300	351	274	228	294	269	277	323	319	252	**3,369**
1983 - Merced/Orange	17	16	27	32	14	14	15	19	23	18	16	14	**225**
1543 - Glendora/Vine	334	354	332	321	315	334	324	362	401	379	364	405	**4,225**
1526 - Glendora/Merced	236	228	261	224	199	230	190	197	278	277	254	247	**2,821**
1369 - Francisqto/Suns	295	336	384	387	294	363	329	356	390	408	409	409	**4,360**
1368 - Francisqto/Suns	793	857	895	1,055	865	948	860	785	867	907	1,052	1,127	**11,011**
1523 - Glendora/HongKo	340	444	460	526	427	499	479	494	518	510	517	489	**5,703**
1682 - Hacienda/Merced	207	222	210	286	220	261	223	238	293	298	346	265	**3,069**
740 - Azusa/Aroma	573	453	485	552	501	478	472	513	488	593	563	479	**6,150**
Total	**41,970**	**45,476**	**49,966**	**52,773**	**45,679**	**46,689**	**44,388**	**43,257**	**50,279**	**50,073**	**49,585**	**46,372**	**566,507**

Clear Channel Outdoor

GET MORE WITH US.

Transit shelter refurbishment and on-going maintenance agreement

- CCO to refurbish the existing CCO Owned Ad shelters and the City Owned Non-Ad shelters over a 3 year period.
- CCO to continue to provide maintenance services of the Ad shelters.
- City to continue to maintain Non-Ad shelters.
- 10 year extension of existing agreement.
- Current 20% revenue share will pause for the first two years of extension to offset Non-Ad shelter refurbishment costs.

* Example of refurbished shelters below.
* Pending CCO Corporate Approval.



Before



After

CITY COUNCIL MEETING
AUGUST 18, 2026

ADVERTISING BUS SHELTERS – CLEAR CHANNEL OUTDOOR

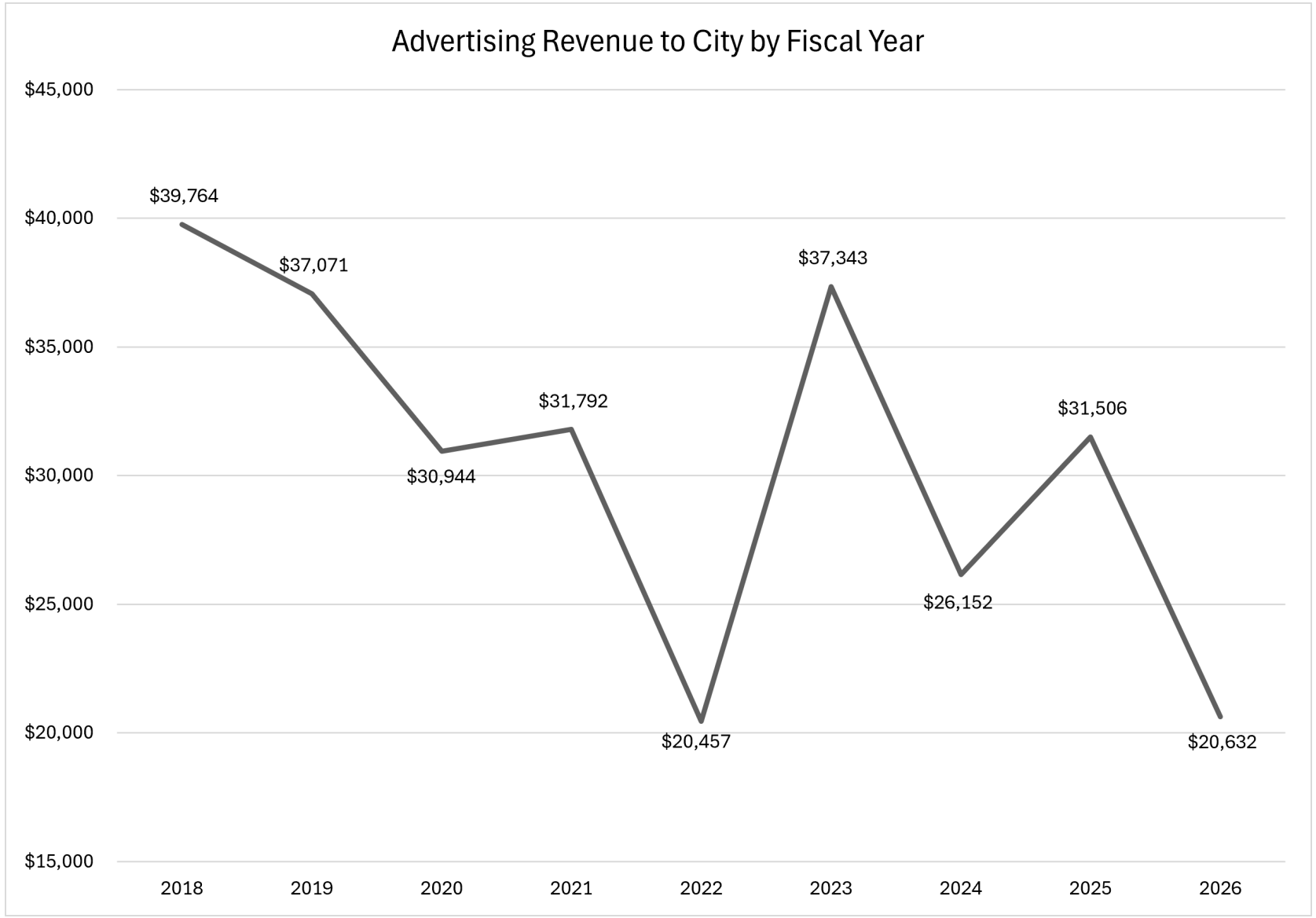


ATTACHMENT NO. 5

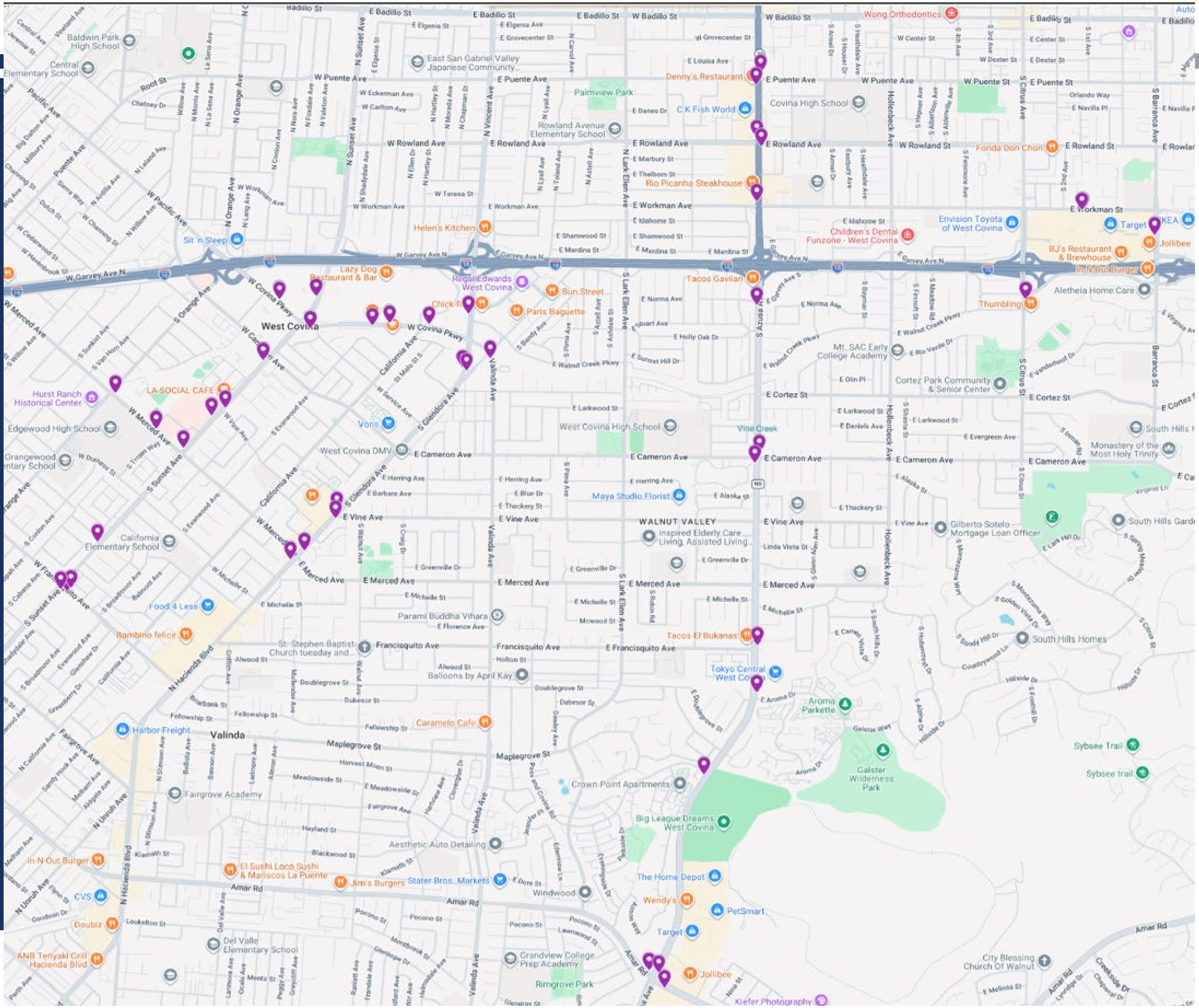
BACKGROUND

- 1998 – Contracted with Eller Media to install and maintain 50 advertising shelters
  - Compensation: $95 per shelter per month or 18% of net revenue
  - $14,220 per year for first 5 years.
- 2001 – Clear Channel Outdoor purchased Eller Media
- 2004 – Addendum
  - Compensation: 20% of net revenue
  - Removed annual payment

REVENUE


Advertising Revenue to City by Fiscal Year
$45,000
$40,000
$35,000
$30,000
$25,000
$20,000
$15,000
$39,764
$37,071
$30,944
$31,792
$20,457
$37,343
$26,152
$31,506
$20,632
2018
2019
2020
2021
2022
2023
2024
2025
2026

SHELTER MAP



West Covina
Valinda
WALNUT VALLEY
W Garvey Ave N
E Badillo St
E Puente Ave
E Rowland Ave
E Workman Ave
S Azusa Ave
E Cameron Ave
E Vine Ave
E Merced Ave
Francisquito Ave
Maplegrove St
Amar Rd
N Hacienda Blvd
Hollenbeck Ave
S Citrus Ave
Barranca St
Valinda Ave
S Glendora Ave
W Covina Pkwy
Covina High School
West Covina High School
Edgewood High School
California Elementary School
Cortez Park Community & Senior Center
Mt. SAC Early College Academy
Galster Wilderness Park
Big League Dreams West Covina
Crown Point Apartments
Wong Orthodontics
Denny's Restaurant
C K Fish World
Rio Picanha Steakhouse
Helen's Kitchen
Lazy Dog Restaurant & Bar
Regal Edwards West Covina
Bun Street
Paris Baguette
Tacos Gavilan
LA SOCIAL CAFE
Vons
West Covina DMV
Maya Studio Florist
Tacos El Bukanas
Tokyo Central West Covina
Food 4 Less
Bambino felice
Harbor Freight
Caramelo Cafe
The Home Depot
Wendy's
PetSmart
Target
Jollibee
IKEA
BJ's Restaurant & Brewhouse
In-N-Out Burger
Thumbling
Envision Toyota of West Covina
Children's Dental Funzone - West Covina
Fonda Don Chon
Aletheia Home Care
South Hills Homes
Sybsee Trail
Kiefer Photography
Stater Bros. Markets
Jim's Burgers
El Sushi Loco Sushi & Mariscos La Puente
CVS
Doubiz
ANB Teriyaki Grill Hacienda Blvd
Sit 'n Sleep
Hurst Ranch Historical Center
Grandview College Prep Academy
Rimgrove Park
Fairgrove Academy
Del Valle Elementary School
City Blessing Church Of Walnut
Parami Buddha Vihara
St. Stephen Baptist Church tuesday and...
Balloons by April Kay
Aesthetic Auto Detailing
Aroma Parkette
Gilberto Sotelo - Mortgage Loan Officer
Inspired Elderly Care Living, Assisted Living...
Monastery of the Most Holy Trinity
Palmview Park
Rowland Avenue Elementary School
East San Gabriel Valley Japanese Community...
Baldwin Park High School
Central Elementary School

FOOTHILL TRANSIT SYSTEM MAP



FOOTHILL TRANSIT

- 44 of 45 Shelters serve Foothill Transit Routes
- 9 Routes, plus the Silver Streak
- Ridership over July 2025 – June 2026
  - 631,147 - Boardings
  - 2,001 - Average Weekday Boardings
  - 566,507 - Alights


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178
274
Pedram Law
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CITY PROPOSALS

The City proposed following options:

- Contribute toward project for City-wide shelter replacement
- Increase percentage of revenue share (Currently 20% of net revenue)
- Replace existing CCO shelters with new shelters

CLEAR CHANNEL PROPOSAL

Proposal:

- Refurbish all shelters, including City-owned
- Refurbishment project over 3 years.
- Continue maintenance of CCO-owned shelters

REFURBISHMENT



Before



After

CLEAR CHANNEL PROPOSAL

Conditions:

- 10-Year Extension of Term
- Pause in Quarterly Payment for 2 Years
- Subject to Approval by Corporate

OPTIONS

Options:

- Notice to end agreement;
- Work with CCO to finalize proposal;
- Provide alternative direction

AGENDA ITEM NO. 20

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 18, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF PROPOSED PARKS AND RECREATION MASTERPLAN AND RECOMMENDATIONS FOR PHASE I**

RECOMMENDATION:

It is recommended that the City Council:

1. Approve the proposed Parks and Recreation Masterplan and Recommendations for Phase I; or
2. Provide alternate direction.

BACKGROUND:

The City of West Covina has initiated the development of a comprehensive Parks and Recreation Master Plan to establish a long-term vision for the City's parks, recreation facilities, programs, and open spaces. The Master Plan is intended to guide future investments, capital improvements, maintenance priorities, and recreational programming while ensuring that the City's park system continues to meet the evolving needs of residents. The planning process includes community outreach, stakeholder engagement, public workshops, and surveys to gather input from residents and community organizations.

DISCUSSION:

The purpose of this report is to provide the City Council with an overview of the proposed final Parks and Recreation Master Plan and recommendations for Phase I. The presentation will summarize the Plan's vision, goals, priorities, and implementation strategy, including recommendations related to park improvements, recreational amenities, programming, accessibility, sustainability, and long-term capital planning.

The proposed Plan is intended to serve as a guiding document for future decision-making and will help prioritize investments in the City's parks and recreation system over the coming years. Implementation of the Plan's recommendations will occur incrementally and will be subject to future City Council approval, available funding, and annual budget considerations.

LEGAL REVIEW:

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

Prepared by: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

There is no immediate fiscal impact associated with receiving this presentation. Any future projects or initiatives identified in the Parks and Recreation Master Plan will be considered through the annual budget process and will require separate City Council authorization.

CITY COUNCIL GOALS & OBJECTIVES:

A Creative and Active Community
A Well-Planned Community
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness
An Accessible Community