CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

NOVEMBER 2, 2021, 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 Dario Castellanos
Councilwoman Rosario Diaz
Councilmember Brian Tabatabai
Councilman Tony Wu

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, suspending certain requirements of the Brown Act relating to the conduct of public meetings. Pursuant to the Executive Orders, Council Members may attend City Council meetings telephonically and the City Council is not required to make available a physical location from which members of the public may observe the meeting and offer public comment.

Due to the ongoing COVID-19 emergency and pursuant to State and County public health directives, Los Angeles County Department of Health requires that masks be worn indoors regardless of vaccination status

Members of the public may also watch City Council the meeting live on the City's website at: https://www.westcovina.org/departments/city-clerk/agendas-and-meetings/current-meetings-and-agendas under the "Watch Live" tab or through the West Covina City YouTube channel at www.westcovina.org/LIVE.
If you are experiencing symptoms such as fever or chills, cough, shortness of breath or difficulty breathing, fatigue, or sore throat, the City requests that you participate in the meeting from home by watching the meeting live via the links set forth above.

EMAILED PUBLIC COMMENT:
Members of the public can submit public comments to the City Clerk via e-mail at City_Clerk@westcovina.org. The subject line should specify "Oral Communications 11/02/2021". Please include your full name and address in your e-mail. All emails received by 5:00 P.M. on the day of the Council meeting will be posted to the City's website under "Current Meetings and Agendas" and provided to the City Council prior to the meeting. No comments will be read out loud during the meeting. All comments received by the start of the meeting will be made part of the official public record of the meeting.

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 Council meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8 to 5 Monday through Thursday. Do 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
(Per WCMC 2-48, Ordinance No. 2150)

Any person wishing to address the City Council on any matter listed on the agenda or on any other matter within their jurisdiction should complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk.

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. All comments are limited to five (5) minutes per speaker.**

Oral Communications may be limited to thirty (30) minutes, unless speakers addressing agenda items have not concluded.

Any testimony or comments regarding a matter set for a Public Hearing will be heard during the hearing.

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 NOVEMBER 2, 2021, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Pastor Mason Okubo from Immanuel First Lutheran Church

PLEDGE OF ALLEGIANCE
Led by Councilwoman Diaz

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS
Presentation by the San Gabriel Valley Mosquito & Vector Control District

ORAL COMMUNICATIONS - Five (5) minutes per speaker
Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.

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

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

CITY MANAGER'S OFFICE

1) CONSIDERATION OF RESOLUTION NO. 2021-101 DETERMINING THERE IS A NEED TO CONTINUE THE LOCAL EMERGENCY

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

RESOLUTION NO. 2021-101 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO FURTHER CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020, AND PREVIOUSLY CONTINUED ON APRIL 7, 2020, MAY 5, 2020, JUNE 2, 2020, JUNE 23, 2020, JULY 21, 2020, AUGUST 18, 2020, SEPTEMBER 15, 2020, OCTOBER 6, 2020, OCTOBER 20, 2020, NOVEMBER 17, 2020, DECEMBER 1, 2020, JANUARY 19, 2021, FEBRUARY 16, 2021, MARCH 16, 2021, APRIL 6, 2021, MAY 4, 2021, JUNE 1, 2021, JUNE 15, 2021, JULY 6, 2021, JULY 20, 2021, AUGUST 17, 2021, SEPTEMBER 7, 2021 AND OCTOBER 5, 2021

2) CONSIDERATION OF AGREEMENT WITH REVENUE & COST SPECIALISTS (RCS) FOR A COMPREHENSIVE MUNICIPAL FEE STUDY

It is recommended that the City Council:

1. Authorize the City Manager to negotiate and execute an agreement with Revenue & Cost Specialists, LLC in an amount not to exceed $85,000 for a comprehensive municipal fee study; and
2. Adopt the attached resolution authorizing the necessary budget amendments:

RESOLUTION NO. 2021-102 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022

COMMUNITY DEVELOPMENT

3) CONSIDERATION OF THE ADOPTION OF ORDINANCE NOS. 2489 AND 2490

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

ORDINANCE NO. 2489 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING ZONE CHANGE NO. 20-04 TO CHANGE THE ZONING DESIGNATION AT 1211 E. BADILLO STREET TO MANUFACTURING (M-1)

ORDINANCE NO. 2490 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING DEVELOPMENT AGREEMENT NO. 21-01, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WEST COVINA AND AG WEST COVINA OWNERS LLC FOR THE DEVELOPMENT OF THE AMAZON DELIVERY STATION DAX9 PROJECT

4) CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2473 - CODE AMENDMENT NO. 20-04, CODE AMENDMENT RELATED TO RESIDENTIAL-AGRICULTURE (R-A) AND SINGLE-FAMILY RESIDENTIAL (R-1) STANDARD

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

ORDINANCE NO. 2473 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING CODE AMENDMENT NO. 20-04, CODE AMENDMENT RELATED TO RESIDENTIAL-AGRICULTURE (R-A) AND SINGLE-FAMILY RESIDENTIAL (R-1) STANDARD

FINANCE DEPARTMENT

5) PROPOSED ORDINANCE ESTABLISHING A PUBLIC, EDUCATIONAL AND GOVERNMENTAL FEE

It is recommended that the City Council introduce for first reading, by title only, further reading waived, the following ordinance amending Article II of Chapter 11 of the West Covina Municipal Code to establish a public, educational, and governmental fee on state video franchisees operating within the City:

ORDINANCE NO. 2492 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA AMENDING ARTICLE II (VIDEO FRANCHISES) OF CHAPTER 11 (FRANCHISES) OF THE WEST COVINA MUNICIPAL CODE TO ESTABLISH A PUBLIC, EDUCATIONAL, AND GOVERNMENTAL FEE ON STATE VIDEO FRANCHISEES OPERATING WITHIN THE CITY OF WEST COVINA

FIRE DEPARTMENT

6) FIRE STATION ROOFING IMPROVEMENTS

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

1. Authorize the City Manager to negotiate and execute a Construction Services Agreement with San Marino Roof Co., Inc. for $126,832.00, in substantially the form as attached and in such final form as approved by the City Attorney;
2. Authorize 20% of the awarded contract amount, totaling $25,366, as contingency allowance to be used, if necessary, at the City Manager's discretion, for unforeseen conditions; and
3. Authorize the City Manager to execute any amendments to the agreement.

HUMAN RESOURCES/RISK MANAGEMENT

7) CONSIDERATION OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA MAINTENANCE & CRAFTS EMPLOYEES' ASSOCIATION

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

RESOLUTION NO. 2021-108 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE CITY OF WEST COVINA MAINTENANCE & CRAFTS EMPLOYEES' ASSOCIATION REPRESENTED BY CITY EMPLOYEES ASSOCIATES (CEA)

8) CONSIDERATION OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA GENERAL EMPLOYEES' ASSOCIATION

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

RESOLUTION NO. 2021-109 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE CITY OF WEST COVINA GENERAL EMPLOYEES' ASSOCIATION REPRESENTED BY CITY EMPLOYEES ASSOCIATES (CEA)

9) CONSIDERATION OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA MIDDLE MANAGEMENT EMPLOYEES' ASSOCIATION

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

RESOLUTION NO. 2021-110 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE CITY OF WEST COVINA MIDDLE MANAGEMENT EMPLOYEES' ASSOCIATION REPRESENTED BY CITY EMPLOYEES ASSOCIATES (CEA)

10) CONSIDERATION THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA CONFIDENTIAL EMPLOYEES' ASSOCIATION (WCCEA)

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

RESOLUTION NO. 2021-111 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE CITY OF WEST COVINA CONFIDENTIAL EMPLOYEES' ASSOCIATION REPRESENTED BY CITY EMPLOYEES ASSOCIATES (CEA)

11) CONSIDERATION OF RESOLUTION REPEALING AND REPLACING THE SALARY SCHEDULE FOR FULL-TIME CLASSIFICATIONS TO REFLECT THE CITY OF WEST COVINA SUCCESSOR MOU AGREEMENTS

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

RESOLUTION NO. 2021-113 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REPEALING AND REPLACING THE SALARY SCHEDULE FOR FULL-TIME CLASSIFICATIONS OF THE CITY OF WEST COVINA

12) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE NON-SWORN SAFETY SUPPORT EMPLOYEES' ASSOCIATION

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

RESOLUTION NO. 2021-112 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT BETWEEN THE CITY AND THE NON-SWORN SAFETY SUPPORT EMPLOYEES REPRESENTED BY THE TEAMSTERS LOCAL 1932 UNION.

END OF CONSIDERATION CALENDAR

DEPARTMENTAL REGULAR MATTERS

PUBLIC SERVICES

13) FISCAL YEAR 2021-22 CAPITAL IMPROVEMENT PROGRAM STATUS UPDATE

It is recommended that City Council:

Receive and File the Fiscal Year 2021-22 Capital Improvement Program (CIP) Projects Status Update

MAYOR/COUNCILMEMBERS REPORTS

AB 1234 Conference and Meeting Report (verbal, if any)

(In accordance with AB 1234, Councilmembers shall make a brief report or file a written report on any meeting/event/conference attended at City expense.)

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

(Per City of West Covina Standing Rules 4.f - Requests for reports, studies, or investigations that are not readily available must be placed on the City Council/Successor Agency agenda as items of business and must be approved by a majority of the City Council/Successor Agency Board.)

CITY COUNCIL COMMENTS

ADJOURNMENT

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

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

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

Sec. 2-50. Decorum--Required.

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

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

Sec. 2-52. Persons authorized to be within council area.
No person, except city officials, their representatives and members of the news media shall be permitted within the rail in front of the council chamber without the express consent of the council.

The following are excerpts from the Penal Code

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

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

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 2, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2021-101 DETERMINING THERE IS A NEED TO CONTINUE THE LOCAL EMERGENCY

RECOMMENDATION:

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

> **RESOLUTION NO. 2021-101 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO FURTHER CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020, AND PREVIOUSLY CONTINUED ON APRIL 7, 2020, MAY 5, 2020, JUNE 2, 2020, JUNE 23, 2020, JULY 21, 2020, AUGUST 18, 2020, SEPTEMBER 15, 2020, OCTOBER 6, 2020, OCTOBER 20, 2020, NOVEMBER 17, 2020, DECEMBER 1, 2020, JANUARY 19, 2021, FEBRUARY 16, 2021, MARCH 16, 2021, APRIL 6, 2021, MAY 4, 2021, JUNE 1, 2021, JUNE 15, 2021, JULY 6, 2021, JULY 20, 2021, AUGUST 17, 2021, SEPTEMBER 7, 2021 AND OCTOBER 5, 2021**

BACKGROUND:

On March 17, 2020, the City Council adopted Resolution 2020-19, ratifying Proclamation 2020-01 declaring the existence of a local emergency, which was issued by the City Manager acting in the capacity of Director of Emergency Services. The local emergency is due to the novel coronavirus (COVID-19) pandemic. Following adoption of the resolution, the City Council needs to review and reevaluate the need for continuing the local emergency at least once every thirty (30) days in accordance with Section 8-7(a)(2) of the West Covina Municipal Code (WCMC). The City Council previously continued the local emergency on April 7, 2020, May 5, 2020, June 2, 2020, June 23, 2020, July 21, 2020, August 18, 2020, September 15, 2020, October 6, 2020, October 20, 2020, November 17, 2020, December 1, 2020, January 19, 2021, February 16, 2021, March 16, 2021, April 6, 2021, May 4, 2021, June 1, 2021, June 15, 2021, July 6, 2021, July 20, 2021, August 17, 2021, September 7, 2021, and October 5, 2021.

DISCUSSION:

On March 4, 2020, Governor Newsom declared a state of emergency in California. The emergency status allows the State (and cities) to access needed supplies, resources, and funding. For example, the City has received Coronavirus Relief monies to help offset City costs associated with the COVID-19 pandemic. In addition, West Covina is seeking reimbursement for COVID-19 related expenses through the Coronavirus Aid, Relief, and Economic Security (CARES) Act. To remain eligible for COVID-19 reimbursement, the City would have to continue to be under a declared state of emergency. The State of California continues to be under the State's declared state of

emergency.

As of October 26, 2021, there were 243,857,028 confirmed cases of COVID-19 globally. On October 27, 2021, California reported that, as of October 26, 2021, there were 4,635,540 confirmed cases in California. As of October 26, 2021, there were 1,486,614 confirmed cases in Los Angeles County, including 15,286 confirmed cases in the City of West Covina, according to the Los Angeles County Department of Public Health.

In mid-December 2020, the State began administering the COVID-19 vaccine under "Vaccinate All 58," the State's campaign for a safe, fair and equitable vaccine for all 58 counties in the State. As of October 26, 2021, the State reported that LA County had administered 13,465,418 doses of the vaccine.

Despite the distribution of the vaccine, health officials have indicated that transmission of the virus remains widespread especially with the coronavirus variants that are considered highly transmissible, such as the Delta variant. The Los Angeles County Department of Health has reported that community transmission of COVID-19 in Los Angeles County remains high, and is currently requiring that all persons wear face masks on public transit, in transportation hubs, indoors in K-12 schools, childcare and other youth settings, health care settings, correctional facilities and detention centers, homeless shelters, emergency shelters and cooling centers, indoor public and business settings, and outdoor mega events, regardless of vaccination status. Commencing in October 2021, the Los Angeles County Department of Health began requiring proof of vaccination status for entry into specified venues, including indoor and outdoor mega events, certain bars, breweries, wineries and distilleries, and nightclubs and lounges.

It is essential that the City continue to provide basic services and provide for continuity of services over the long-term. Staff is requesting that the City Council determine there is a need to continue the local emergency.

LEGAL REVIEW:

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

OPTIONS:

The options available to the City Council are as follows:

1. Adopt the resolution as submitted; or
2. Determine the local emergency has ceased; or
3. Provide alternative direction.

Prepared by: David Carmany, City Manager

Attachments

Attachment No. 1 - Resolution No. 2021-101

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Protect Public Safety
Respond to the Global COVID-19 Pandemic

RESOLUTION NO. 2021-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO FURTHER CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020 AND PREVIOUSLY CONTINUED ON APRIL 7, 2020, MAY 5, 2020, JUNE 2, 2020, JUNE 23, 2020, JULY 21, 2020, AUGUST 18, 2020, SEPTEMBER 15, 2020, OCTOBER 6, 2020, OCTOBER 20, 2020, NOVEMBER 17, 2020, DECEMBER 1, 2020, JANUARY 19, 2021, FEBRUARY 16, 2021, MARCH 16, 2021, APRIL 6, 2021, MAY 4, 2021, JUNE 1, 2021, JUNE 15, 2021, JULY 6, 2021, JULY 20, 2021, AUGUST 17, 2021, SEPTEMBER 7, 2021 AND OCTOBER 5, 2021

WHEREAS, the California Emergency Services Act (Government Code Section 8550 et seq.) authorizes the City Council, or an official designated by ordinance adopted by the City Council, to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, West Covina Municipal Code section 8-7(a)(1) empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, on March 16, 2020, the City Manager declared a local emergency as authorized by Government Code section 8630(a) and West Covina Municipal Code section 8-7(a)(1) through Proclamation No. 2020-01 due to the COVID-19 pandemic; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 2020-19, ratifying the City Manager's proclamation as required by Government Code section 8630(b) and West Covina Municipal Code section 8-7(a)(1); and

WHEREAS, Section 8-7(a)(2) of the West Covina Municipal Code empowers the City Manager to request that the City Council review the need for continuing the local emergency at least once every 30 days until the City Council terminates the local emergency; and

WHEREAS, at the time the City Council ratified the proclamation, the World Health Organization (WHO) reported, as of March 15, 2020, 153,517 confirmed cases of COVID-19 globally, 5,735 of which resulted in death. On October 26, 2021, the WHO reported 243,857,028 confirmed cases globally, 4,953,246 of which resulted in death; and

WHEREAS, at the time the City Council ratified the proclamation, the California Department of Public Health (CDPH) reported that, as of March 15, 2020, there were 335 confirmed cases of COVID-19 in California, six (6) of which resulted in death. On October 27, 2021, CDPH reported that, as of October 26, 2021, there were 4,635,540 confirmed cases in California, 71,295 of which resulted in death; and

WHEREAS, at the time the City Council ratified the proclamation, the Los Angeles County Department of Public Health ("LA County Health Department") reported that, as of March 15, 2020, Los Angeles County had 69 confirmed cases, including one (1) death and one (1) confirmed case at West Covina High School. On October 26, 2021, the LA County Health Department reported that, as of October 25, 2021, Los Angeles County had 1,486,614 confirmed cases, 26,572 of which resulted in death; and

WHEREAS, as of October 25, 2021, the LA County Health Department reported 15,286 confirmed cases in the City of West Covina, 292 of which resulted in death; and

WHEREAS, on April 7, 2020, the City Council adopted Resolution No. 2020-22, determining there was a need to continue the local emergency and confirming the written orders and regulations promulgated by the City Manager; and

WHEREAS, on May 5, 2020, the City Council adopted Resolution No. 2020-41, determining there was a need to continue the local emergency and confirming the written orders and regulations promulgated by the City Manager; and

WHEREAS, on June 2, 2020, the City Council adopted Resolution No. 2020-45, determining there was a need to continue the local emergency; and

WHEREAS, on June 23, 2020, the City Council adopted Resolution No. 2020-68, determining there was a need to continue the local emergency; and

WHEREAS, on July 21, 2020, the City Council adopted Resolution No. 2020-85, determining there was a need to continue the local emergency; and

WHEREAS, on August 18, 2020, the City Council adopted Resolution No. 2020-91, determining there was a need to continue the local emergency and confirming a written order promulgated by the City Manager; and

WHEREAS, on September 15, 2020, the City Council adopted Resolution No. 2020-96, determining there was a need to continue the local emergency; and

WHEREAS, on October 6, 2020, the City Council adopted Resolution No. 2020-101, determining there was a need to continue the local emergency; and

WHEREAS, on October 20, 2020, the City Council adopted Resolution No. 2020-105, determining there was a need to continue the local emergency and clarifying the City Manager's emergency powers; and

WHEREAS, on November 17, 2020, the City Council adopted Resolution No. 2020-116, determining there was a need to continue the local emergency; and

WHEREAS, on December 1, 2020, the City Council adopted Resolution No. 2020-118, determining there was a need to continue the local emergency and providing that, notwithstanding the requirements of West Covina Municipal Code section 8-7(a)(2), due to the City Council's

meeting schedule, the next regular meeting at which the City Council would consider the need to continue the local emergency would be January 19, 2021; and

WHEREAS, on January 19, 2021, the City Council adopted Resolution No. 2021-01, determining there was a need to continue the local emergency; and

WHEREAS, on February 16, 2021, the City Council adopted Resolution No. 2021-12, determining there was a need to continue the local emergency; and

WHEREAS, on March 16, 2021, the City Council adopted Resolution No. 2021-17, determining there was a need to continue the local emergency; and

WHEREAS, on April 6, 2021, the City Council adopted Resolution No. 2021-25, determining there was a need to continue the local emergency; and

WHEREAS, on May 4, 2021, the City Council adopted Resolution No. 2021-49, determining there was a need to continue the local emergency; and

WHEREAS, on June 1, 2021, the City Council adopted Resolution No. 2021-65, determining there was a need to continue the local emergency; and

WHEREAS, on June 15, 2021, the City Council adopted Resolution No. 2021-72, determining there was a need to continue the local emergency; and

WHEREAS, on July 6, 2021, the City Council adopted Resolution No. 2021-76, determining there was a need to continue the local emergency; and

WHEREAS, on July 20, 2021, the City Council adopted Resolution No. 2021-86, determining there was a need to continue the local emergency; and

WHEREAS, on August 17, 2021, the City Council adopted Resolution No. 2021-91, determining there was a need to continue the local emergency; and

WHEREAS, on September 7, 2021, the City Council adopted Resolution No. 2021-92, determining there was a need to continue the local emergency; and

WHEREAS, on October 5, 2021, the City Council adopted Resolution No. 2021-99, determining there was a need to continue the local emergency; and

WHEREAS, in mid-December 2020, the State began administering the COVID-19 vaccine under "Vaccinate All 58," the State's campaign for a safe, fair and equitable vaccine for all 58 counties in the State; and

WHEREAS, as of June 15, 2021, the Governor terminated the executive orders that put into place the Stay at Home Order and the Blueprint for a Safer Economy; and

WHEREAS, notwithstanding widespread administration of the COVID-19 vaccine and the reopening of the State's economy, the LA County Health Department has reported that

community transmission of COVID-19 in Los Angeles County remains high, and is currently requiring that all persons wear face masks on public transit, in transportation hubs, indoors in K-12 schools, childcare and other youth settings, health care settings, correctional facilities and detention centers, homeless shelters, emergency shelters and cooling centers, indoor public and business settings, and outdoor mega events, regardless of vaccination status; and

WHEREAS, commencing in October 2021, the LA County Health Department began requiring proof of vaccination status for entry into specified venues, including indoor and outdoor mega events, certain bars, breweries, wineries and distilleries, and nightclubs and lounges; and

WHEREAS, the City Manager has requested that the City Council review the need for continuing the local emergency in accordance with Section 8-7(a)(2) of the West Covina Municipal Code; and

WHEREAS, the City Council has reviewed the need for continuing the local emergency as required by West Covina Municipal Code section 8-7(a)(2); and

WHEREAS, the City Council finds that the conditions resulting from the COVID-19 emergency are still beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat.

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

SECTION 1. The City Council has reviewed the need for continuing the local emergency as required by West Covina Municipal Code section 8-7(a)(2), and determines, based on the foregoing recitals, that there is a need to continue the local emergency.

SECTION 2. This local emergency shall continue to exist until the City Council proclaims the termination of the local emergency. The City Council shall review the need for continuing the local emergency in the manner required by law.

SECTION 3. Pursuant to Resolution No. 2020-105, while the local emergency remains in effect, the City Manager shall limit the exercise of the powers granted to the City Manager, as the Director of Emergency Services, during a proclaimed local emergency pursuant to Section 8-7 of the West Covina Municipal Code, to actions directly related to responding to the COVID-19 pandemic.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 2nd day of November, 2021.

_____

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-101 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of November, 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

AGENDA ITEM NO. 2

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 2, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF AGREEMENT WITH REVENUE & COST SPECIALISTS (RCS) FOR A COMPREHENSIVE MUNICIPAL FEE STUDY

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the City Manager to negotiate and execute an agreement with Revenue & Cost Specialists, LLC in an amount not to exceed $85,000 for a comprehensive municipal fee study; and

2. Adopt the attached resolution authorizing the necessary budget amendments:

   RESOLUTION NO. 2021-102 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022

BACKGROUND:

According to the Government Finance Officers Association, taxes, user fees and other sources of revenue must adequately fund the level of public services that a community desires for itself without creating excessive inefficiencies or unfairness in the revenue raising system. For many local governments, this is a challenge. Established fees should be reviewed and updated periodically based on factors such as inflation, increased cost of doing business, adequacy of cost recovery use of services, and the competitiveness of current rates.

The current fee schedule contains several categories of fees including fees for building and fire permits, various inspection fees, recreation and community services fees, and administrative service fees. The last comprehensive fee update was completed in 2017.

The December 2020 State Audit found that the City has not adjusted the fees it charges for services so that they align with the full cost to the City of those services, resulting in the City's reliance on its General Fund revenue to subsidize those services. To ensure that the fees the City charges for services align with its costs, the State Audit recommended that the City use a phased approach that steadily increases its fees each fiscal year until it fully recovers the costs of the services it provides, and that the City reassess the full costs of its services at least every three years.

DISCUSSION:

The purpose of a fee study is to identify the total cost of providing each City service. The full cost of providing the service may not necessarily become the City's fee, but it serves as the objective basis as to the maximum amount that may be collected. The fee study process will be a collaborative effort between each department and the selected consultant.

On July 27, 2021, the City released a Request for Proposals for the Municipal Fee Study. One August 19, 2021, the City received two proposals:

Task	**Willdan Financial Services**	**Revenue & Cost Specialist (RCS)**
Cost Allocation Plan	N/A	13,200
Studies		
User Fee Study	28,890	29,040
Development Impact Fee Study	52,050	42,240
Subtotal Studies	**80,940**	**71,280**
Assessment Engineering Services - Phase I	25,130	N/A
Assessment Engineering – Phases II and III		
Citywide Lighting & Maintenance District	5,515	N/A
Maintenance District No. 4	4,295	N/A
Maintenance District No. 4	4,295	N/A
Landscape Maintenance District No. 6	3,185	N/A
Maintenance District No. 7	3,185	N/A
Sewer Service Charge	1,563	N/A
Subtotal Assessment Eng. – Phases II & III	**22,038**	**N/A**
Total	**128,108**	**84,480**

The costs provided for the User Fee Study and Development Impact Fee were the only tasks bid on by both consultants. Therefore, the lowest responsive bidder is RCS. The Assessment Engineering Services have been re-bid under another RFP and will be recommended for award at a later date.

The scope of work will include the following:

- A Cost Allocation Plan,
- Municipal (User) Fee Study,
- A Development Impact Fee Study, and
- RCS will also develop a user-friendly spreadsheet which will perform new assessment rates, user fees and impact fees based on CPI adjustment.

Staff is recommending that the City Council authorize the City Manager to execute an agreement with RCS in an amount not to exceed $85,000 and approve the attached budget amendment.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Lisa Sherrick; Assistant City Clerk

Fiscal Impact

FISCAL IMPACT:

A municipal fee study was a need identified during the State Audit, however; a cost estimate was not available in time to be included in the FY2021-22 Original Budget. Therefore, a budget amendment is required to ensure completion of this objective. The total cost of the study is $84,480 and is proposed to come from unassigned fund balance. A budget amendment of $84,500 is proposed to increase expenditures under City Clerk, Professional Services, account number 110.12.1210.6110.

Attachments

Attachment No. 1 - RCS Agreement

Attachment No. 2 - Resolution No. 2021-102 (Budget Amendment No. 023)

Attachment No. 3 - RCS Bid

Attachment No. 4 - WFS Bid

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Maintain and Enhance City Facilities and Infrastructure
Financial Recovery Plan/Corrective Action

CITY OF WEST COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH
REVENUE & COST SPECIALISTS, LLC
FOR
MUNICIPAL FEE STUDY SERVICES

THIS AGREEMENT is made and entered into this 2nd day of November, 2021 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and REVENUE & COST SPECIALISTS, LLC, a California limited liability company ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City to provide municipal fee study services, as more fully described herein; and

B. WHEREAS, 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, except that if Consultant is required to but does not yet hold a City business license, it will promptly obtain a business license and will not provide services to the City until it has done so; and

C. WHEREAS, 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. WHEREAS, 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. WHEREAS, Consultant responded to the City's Request for Proposals dated July 27, 2021, 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," incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect

Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Consultant to comply with this section.

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

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

1.6. Non-Exclusive Agreement. 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 6250 *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 6254.7, 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. Consultant's total compensation shall not exceed Eight-Five Thousand Dollars ($85,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or to the maximum total contract amount of $25,000, whichever is greater. The Department Head or City Manager is authorized to approve a Change Order 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 the Project Schedule approved by City as set forth in Exhibit A. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on November 1, 2022, 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 Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

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

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

a. Be adjudged a bankrupt;

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

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

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

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

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

5.0. INSURANCE

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

(a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars ($2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence or claim, and Two Million Dollars ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the work set forth herein. Consultant shall obtain and maintain said E&O liability insurance during the life of this Agreement and for five (5) years after completion of the work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Consultant shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

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

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

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

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

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

(d) Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire

against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Eric Johnson and Chu Thai, 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, facsimile, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Revenue & Cost Specialists, LLC	City of West Covina
1519 E. Chapman, Ste. C	1444 West Garvey Ave. South
Fullerton, CA 92831	West Covina, CA 91790
Tel: (714) 992-9027	Tel: (626) 993-8433
Email: eric@revenuecost.com	Email: city_clerk@westcovina.org
Attn: Eric Johnson	Attn: Lisa Sherrick

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 shall indemnify and hold harmless the City, and its elected and appointed officials, officers, employees, agents, and representatives, for losses, including reasonable attorneys' fees and costs, to the extent caused by the negligent or wrongful acts, errors, or omissions of Consultant, its officers, employees, agents, or subcontractors in the performance of this Agreement. Consultant has no duty to defend City in connection with this indemnification. However, to the extent that any City loss is finally determined by a court to be caused by the negligent or wrongful acts, errors, or omissions of Consultant, its officers, employees, agents, or subcontractors, Consultant shall reimburse City for

such loss, including reasonable defense costs, proportionate to Consultant's comparative fault as determined by the court.

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

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. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.26. 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.

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: _____
David Carmany
City Manager

CONSULTANT

_____ Date: 10/26/21
Eric Johnson
President

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Helen Tran
Human Resources and Risk Management
Director

EXHIBIT A

CONSULTANT'S PROPOSAL

Proposal for the City of West Covina

MUNICIPAL FEE STUDY

1519 E Chapman Ave
Suite C
Fullerton, CA 92831
(714) 992-9020
www.revenuecost.com

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August 19, 2021

Office of the City Clerk
City of West Covina
Attn: City Clerk: Lisa Sherrick
1444 W Garvey Avenue S. #317
West Covina, CA 91790

Proposal for City of West Covina – Municipal Fee Study

Revenue & Cost Specialists, LLC (RCS) appreciates the opportunity to respond with this proposal to develop a Municipal Fee Study. We have been providing fee studies and other costing services since 1980, making us the first and foremost expert in costing services for California. RCS' skill set will generate maximum accountability for the City of West Covina. We have a history of delivering quality reports with defensible data that can be acted on and adopted.

Our processes are straightforward, and the information provided by RCS will allow staff, City Council and other stakeholders to make rational, informed policy decisions. We strive to ensure that you will be able to confidently stand behind the information and recommendations in the Report. As former city staff ourselves, we understand how West Covina operates, what you want, and that your time is precious.

Based in Fullerton, we can provide timely support to City staff for years to come. The terms of this proposal will be honored for 120 calendar days from the date of submittal. Please contact Eric at (714) 992-9027 or eric@revenuecost.com with any questions.

Sincerely,

ERIC S. JOHNSON
President

SCOTT THORPE
Senior Vice President

CHU THAI
Vice President

RCS Contacts

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Scott@revenuecost.com

Chu Thai
Vice President
714-992-9024
Chu@revenuecost.com

8.2 PROJECT SUMMARY

The following is a proposal for a Municipal Fee Study for the City of West Covina. RCS' proposal is to update the City's user fees and development impact fees, and to prepare an economic model containing a complete analysis and resulting recommendations for rates and charges for any new development in the City.

RCS' proposal does not include maintenance district fee calculations, balloting process, nor customer service support. Chu Thai, Vice-President of RCS, has coordinated similar projects as Finance Director, and can assist the City if requested.

We are available to begin work in September 2021, will perform all project tasks within the City's Request for Proposal, and will present the Final Report to the City Council in April 2022. Our cost is to not exceed the amount of $84,480.

Revenue & Cost Specialists have been developing user fees for over 40 years. RCS principals are all former city employees who now specialize in the following:

- User Fee Studies
- Cost Allocation Plans
- Development Impact Fee Studies
- Special studies and reports supporting municipal financing management

Based in Fullerton, we have served over 250 municipalities, produced 1,100 studies and recovered $500 Million in revenues for our clients.

RCS will use our experience to produce a fee study that represents how operations are conducted in West Covina. This will all be done through a series of focused meetings with those who perform the work, ensuring that the data represents West Covina. We do not drop off forms and expect staff to do our work for us.

RCS's fee study is a comprehensive process. which includes updating current fees, adding/removing/redefining fees, reviewing fees for legal limitations, confirming revenue collections, and evaluating market demand.

RCS engage city staff throughout the process, and the information collected is well documented. RCS reports are well organized and easy to understand how fees are calculated. RCS will support our reports as long as the City continues to reference them.

8.3 SCOPE OF WORK/METHODOLOGY

The City of West Covina wants to identify the full costs of all operational services that are either currently charged a fee or could be charged a fee. As part of our study RCS will update the City's existing Cost Allocation Plan (CAP). A CAP is necessary in calculating the fully burdened hourly rates for employees, is an effective way to distribute the overhead costs to funds, departments, and the end-user services, and will make the full costs of services study more defensible.

Based on the full cost information, RCS will review with staff a proposed fee structure that will recover these costs in the most equitable and efficient way possible. This may involve flat fees, deposits, valuation-based fees, step-increase fees, or a combination of these. But the eventual fee recommendations included in the final report and master fee resolution will be defensible, easy to understand, and be supported by City staff.

RCS will construct user fees that represent how operations are conducted in the City. We will review with staff suggested fee structures that recover costs in the most equitable and efficient way possible. This may involve flat fees, deposits, valuation-based fees, step-increase fees or a combination of these. The eventual fee recommendations included in the final report and master fee resolution will be defensible, easy to understand and supported by City staff.

The most important part of our work is performed through a **series of focused meetings with staff**. Face-to-face meetings commit staff to the timeline and ensure that our study draws from the most knowledgeable person on the subject matter. A series of meetings also gives City staff time to digest and reflect on the information generated. RCS uses only company principals with more than 20-plus years of experience to conduct these meetings, which makes the process quicker and the results more accurate. Our process provides the City with well-documented and defensible service costs that will be used to develop fees that comply with Propositions 4, 218 and 26.

We also **identify 100% of the staff time on 100% of the services they provide**. This gives City staff a complete perspective on their time allocations instead of merely looking at time allocations for individual services in a vacuum. These methods will ensure that City staff feels confident about the data and, therefore, confident in supporting the results in public hearings.

The other key result of identifying 100% of City services is that we are identifying not only the cost of fee services, but of community-supported services, such as police, street and park maintenance services. This allows us to have a real discussion with real numbers with the City Council about tax subsidy policy. Since we are identifying the full costs of fee services, we are also identifying the current subsidy of general tax dollars for these services. Therefore, we can show the City Council how much fee services are subsidized at the expense of community-supported services. Does the City want to continue to use precious tax dollars to support, for instance, a bathroom remodel and permitting inspection that only benefits a particular property owner or use those tax dollars on things that can only be supported by tax dollars, like police patrol and park maintenance? They will now have that information to be able to make that conscious choice.

Changing the discussion from fee increases to tax subsidy policy along with RCS' experience in successfully presenting the results of similar studies to City Councils ensures that the City will be able to meet its policy objectives.

All requested hardcopies and electronic copies that can be edited and updated by City staff will be provided to the City. All documents developed during the Study will be provided, including the final comprehensive review, final report along with associated models, tables, graphs, related schedules, cost documentation as well as all related supporting documents, including records and professional time spent.

PROJECT TASKS

The project tasks described below is for a User Fee Study, which includes updating current fees, adding/removing/redefining fees, reviewing fees for legal limitations, confirming revenue collections, and evaluating market demand.

RCS' Comprehensive User Fee Study Includes the Following

RCS' proposal will perform all project tasks listed in the City of West Covina's Request for Proposal, except Section 7.7 related to Landscape Maintenance Districts. The task descriptions below further explain the steps and timeline of RCS' fee study. The project tasks in the RFP shall prevail should there be conflicting language with RCS' proposal.

In addition to user fees, this process will allow for the City to update its rents/permit use fees and fines/bails such as those listed in the City's *Comprehensive Fee Schedule*.

RCS will provide the City of West Covina with the requested printed and electronic copies of the final versions of the *Municipal Fee Study*, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate desired changes.

Project Kick-Off

Task 1: Prepare City Data

RCS will review and prepare necessary files for the project. This includes obtaining and reviewing prior user fee reports and fee schedules, line-item budget details, salary schedules, MOUs and fringe benefit details.

Task 2: Kick-off Meeting

RCS will conduct a Citywide meeting, explaining the operational methodology of the study and the role of staff. We will review any possible issues that may arise as well as answer any questions from staff about the process. This meeting is crucial for the process as we want to ensure that everyone understands the various steps in the process and what is expected of them.

Cost Allocation Plan

Task 1: Identify Central Services and Allocate Staff Time

RCS will meet with various departments to identify and review central services and allocate staff time and costs for those services. Examples of central services include payroll, risk management, and facility maintenance. City staff time involved in the meetings would be approximately 1-2 hours per central service department.

Task 2: Develop Allocation Factors

RCS will meet with City staff to develop the allocation factors for each central service identified in the above task. These factors will form the basis for determining fully burdened hourly rates and allocating central service costs. This meeting will be concurrent with the time allocation meeting. Though City staff involvement in data

gathering is a function of the availability of the required information, RCS will develop allocation factors that are easily reproducible from year to year but still equitably allocate central service costs.

RCS will calculate allocations to the functional centers and review the results with the managers of the various central service departments. City staff time to review the results of the allocations will be less than 1 hour per department.

Task 3: Prepare and Review Draft with City

RCS will prepare a Draft Report with allocations to end user departments using our 20-step allocation model. RCS will review this Draft Report with the City's management, making any necessary adjustments to ensure that costs are allocated properly.

Task 4: Prepare Final Cost Allocation Plan

RCS will then prepare a Final Report with allocations to end user departments. These results will be used for the general overhead component of the Fee Study and can also be used to determine the amounts for transfers to the General Fund for support provided to other funds. RCS will provide the City's requested number of printed copies, as well as a PDF file of the Overhead Cost Allocation Study. RSC will also provide a computer-based model for adjusting these fees and charges for the City's current and future needs, providing an electronic copy of the final study that can be edited and updated as needed. RCS will consult with City Staff as necessary to defend the cost allocation plan in the event of audits or other challenges.

Fee Study

Task 1: Review the Service List with Staff

RCS will review the service list through meetings with City staff. We will also work with Departmental staff to determine any changes to the fee calculation methods. The end result, whichever method is used, will be a fee structure that best fits the City going forward. While this list will change during the course of the Study as it is refined, it will be the initial basis from where we start. City staff time for this review will be approximately 1 hour per department.

Task 2: Staff Time/Contract Cost Allocations

RCS will interview personnel providing end-user services to ensure that costs from all functional areas directly involved with a service are included in the cost of that service. This component will form the bulk of the time spent by staff. There will be two to four meetings with supervisory level staff in each functional area to create and verify the amount of time spent by staff on the services identified in the task above.

We do not ask City staff to do our job by filling out forms detailing how they spend their time. This interactive process, and the fact that we allocate 100% of all departmental staff, ensures that the information being generated is valid and reliable. A sample Time Detail Report is included in this proposal. Total time commitment per department varies from 2-20 hours, through a series of working meetings.

Task 3: Develop Fully Allocated Hourly Rates

RCS will develop a fully allocated hourly rate for each departmental employee, including salaries and benefits, miscellaneous operating services and supply costs, citywide overhead and departmental overhead. A sample Hourly Rate Report is included in this proposal.

Task 4: Prepare Draft Report

RCS will prepare a Draft Report that identifies the total costs for each service, along with current fees, and makes fee recommendations for each service presented as well potential new fees for services the City provides but does not charge for. Service costs will be compared with existing recovery levels. RCS will review this report with the departments so that each will have input on the fees presented in the Final Report. City staff time would be approximately 1-2 hours per department for those departments that have fee services. A sample of the Service Summary and Cost Detail Reports that are provided for each service is included in the following pages.

Task 5: Prepare a Fee Survey

RCS will compare existing and proposed fees in key benchmark areas with those charged by other comparable agencies. For development related fees, RCS recommends that the City compare the fees involved in moving a typical development from the beginning to the end of the process.

Task 6: Prepare Final Report

Based on staff input, RCS will prepare a Final Report, which will have recommendations for new fees, subsidy percentages and revenue projections from those fees. The Report will include text and summary tables that will clearly explain the results and the context. All recommended fees will comply with Propositions 4, 218, 26 and any other applicable laws. RCS will provide the requested number of copies and a Microsoft Word and PDF file of the Final Report. Any Master Fee Schedule revisions will also be made available in Word, Excel and/or PDF formats. RSC will provide a computer-based model for adjusting these fees and charges for the City's current and future needs, providing an electronic copy of the final study that can be edited and updated as the need arises and allowing for the requirements referred to in the City's RFP. RCS will consult with staff as needed to defend the fee study in the event of audits or other challenges.

Task 7: Present Report to the City Council and Committees

RCS will assist City staff, the City Council and any Committee in the review and adoption of revised service fees and subsidy percentages, at up to four public meetings. RCS will assist City staff in the implementation of the revised service fees.

Development Impact Fee

To make certain the City of Corning continues to provide basic municipal services as the City grows, RCS proposes to undertake the calculation and textual support of a new Development Impact Fee Calculation and Nexus Report. RCS staff will perform the following to complete the Development Impact Fee (DIF) calculation and quantify the costs generated by new development in terms of an Impact Fee Schedule for city land uses.

Based on RCS' preliminary review of the reports and documentations provided by the City of West Covina, we propose Development Impact Fees for the following infrastructures. The nexus by which the development costs would be distributed to the various land uses are also listed.

1. **Law Enforcement Facilities, Vehicles and Specialty Equipment**
2. **Circulation System, including streets, signals and bridges**
3. **Storm Drainage Collection System**
4. **Water System**
5. **Wastewater & Treatment System**
6. **Public Use Facilities (i.e. Community Centers)**
7. **Park Land Acquisition and Park Improvements**
8. **Fire Suppression Facilities, Vehicles and Specialty Equipment**
9. **Library Space and Collection Items**
10. **General Facilities (City Hall and City Maintenance Yard)**

RCS has the experience and determination to research and identify the maximum financial impact from future developments in Corning. With this information, staff can realize what the best funding and implementation policies are for the City.

We plan to use a series of direct, focused meetings between RCS experts and knowledgeable City staff to produce a final product that is accurate, logical and defensible. RCS' objective is to ensure that City staff feels confident about the data and the report, therefore confident in supporting the results at public hearings.

The fee recommendations included in RCS' final Development Impact Fee Calculation and Nexus Report will be legally defensible, easy to understand and supported by City staff. Our experience as local government finance officers and impact fee consultants makes certain this project will be completed successfully on time.

To provide the basis for the Development Impact Fees, the following steps would be taken by the Revenue & Cost Specialist staff, working with City staff and other consultants where necessary and appropriate:

Task 1: Preliminary Research

Prior to any meetings, RCS will perform a field "windshield" survey to become acquainted with the physical characteristics and general improvement needs and standards of the City. We will request and review all City maps, land-use documents and available master plans, especially the Comprehensive General Plan, before the kick-off meeting. We will review the City's history of impact fee schedules, resolutions, ordinances, and Annual and Five-Year Reports per Government Code Sections 66006 and 66001. RCS will review recent Operating Budgets, CIP Budgets, Comprehensive Annual Financial Reports and fixed asset reports

Task 2: Meeting # 1 – Kick-off Meeting Between City and RCS

RCS will conduct an initial meeting with the City's management staff to clarify the parameters of the study, explaining the operational methodology of the study and the role of City staff. We will review any possible issues that may arise as well as answer any questions from City staff about the process. This meeting is crucial for the process as we want to ensure that everyone understands the various steps in the process and what is expected of them. No Kick-off meeting will be necessary. RCS will work with individual departments during the CAP/User Fee project to begin the impact fee update. Some of the necessary documents, such as budget, facility valuation, staffing and equipment, will become available through the CAP/User Fee project.

RCS will meet and discuss the City's planning, capital financing process and community development standards with the City Engineer, City Planner, Director of Finance and other department staff to determine the improvements that most likely will evolve from the project planning documents and be needed to support and give validity to the City's Comprehensive General Plan.

RCS will work with the City Manager, Finance Director, Planning Director, Public Works Director and other interested staff to determine land-use-based Development Impact Fee categories and land-use data. RCS will identify the existing Levels of Service (LOS) provided by the infrastructure and appropriations currently afforded by the City.

Task 3: Series of Working Meetings

RCS will meet with City staff responsible for each infrastructure to help identify all projects needed through theoretical build-out via use of master plans, specific plans and other service requirement studies. The more supporting documents we can find, the better the Study will be. The greatest support would be an engineer-prepared

Master Plan. If such a document is not available, RCS will endeavor to increase the validity of available information. RCS will request from the City all reports, master plans, specific plans and other related reports identifying needed infrastructure. If needed, RCS can assist the City with developing project lists and supporting data (i.e. fire station sizes and costs). RCS will review project cost estimates and textual explanations for accuracy and completeness.

RCS will identify and analyze the demand drivers specific to each infrastructure or service area. The drivers are the factors of nexus demand related to each land use and would be based upon the project plans or City productivity records. These demand drivers will help determine the distribution of the benefits of, nexus for and impact of each group of projects on each of the above categories of land use. The proportional analysis necessary to identify what burdens would be placed upon the existing and future infrastructure would be undertaken.

Task 4: Draft *Development Impact Fee Calculation and Nexus Report*

Since the Report is based on information and estimates provided by City staff, it is important that all participants are comfortable with the methodology and data presented. RCS will prepare a draft report consisting of the fee structures and the necessary relevant nexus text and report with recommended fees. This meeting will include discussions on policy issues, implementation strategies and revenue collection procedures. RCS will provide the draft report for staff consideration and distribution.

Task 5: Presentation of *Proposed Development Impact Fee Calculation and Nexus Report* to the City Council

RCS will attend the City Council meeting to discuss the report methodology and present findings, providing a formal presentation and answering questions about those findings. RCS will have the necessary supporting documentation for the meeting and will be the primary contact to answer all questions, following up with any City Council direction with the assistance of City staff

Maintenance District Fee

RCS' proposal does not include any work for maintenance district fee calculations, balloting process, nor customer service support.

Economic Model

The City of West Covina PlanetBids Q&A section discussed an economic model "that can make projections in regard to assessment rates, user fees and impact fees, which will be used internally by City staff upon completion of the proposed project".

RCS will dedicate up to 16 hours to develop a user-friendly spreadsheet which will perform one of two things:

a) Calculate new assessment rates, user fees and impact fees based on CPI adjustments
b) Calculate a developer/applicant's total costs from assessment rates, user fees and impact fees for a project of specific size and scope.

CLIENT INPUT

RCS will make every effort to advise, seek input from and, in general, explain the work as it is being performed to interested parties by attending meetings of various groups, including any local chapter of organized builders or contractors, taking into consideration any constructive input. Staff time requirements will vary depending upon the current availability of needed information. RCS will use the best information possible to complete legally supportable fees and endeavor to limit the amount of time needed from the above staff members.

For a project to be completed successfully, we depend on dedicated and engaged staff participation. Most of the staff participation is to attend working meetings with RCS. There will be no "homework" to be completed and returned to us. The total participation time for City staff would vary between 2-20 hours, depending on their department/division/ program, the number and type of fees within their area.

The City should also designate a Project Coordinator for the fee study who will:

1) Identify key City staff and coordinate the kick-off meeting(s)
2) Assist in obtaining requested information
3) Coordinate the review of draft reports, and
4) Provide project direction if needed

ONSITE MEETINGS AND VIDEO CONFERENCING MEETINGS

RCS will be onsite at the City of West Covina for the project kick-off meeting, all working meetings occurring the same day, and when we present the draft reports to each department/division. RCS Partner(s) will also be present at all public meetings involving the City Council or City Committees.

RCS will utilize our Zoom account, or any video conferencing platform of the City's choosing, to facilitate all other working meetings. Our experience has determined that the use of video conferencing is more flexible in scheduling meetings, permitting City staff to quickly access reports and files on their computers, and allowing everyone to view and discuss the same documents at the same time. Department meetings will be 30 minutes to two hours each.

Due to the close proximity of West Covina Civic Center to our offices, RCS could meet in-person for some of the working meetings, if requested.

PROJECT TIMELINE

RCS' references will attest that out timelines are ideal for fee studies. This schedule, of course, will require the cooperative participation of City staff. RCS will comply with local, county, and state protocols for safely conducting meetings as the COVID-19 pandemic evolves.

CAP/User Fee Study	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022
Cost Allocation Plan								
Kick-Off Meeting								
Obtain Budget & Personnel Data								
Review of Central Services/Time								
Review Allocation Factors								
Review Draft Cost Allocation Plan								
Prepare Final Cost Allocation Plan								
User Fee Study								
Review Service List								
Review Staff Time Allocations								
Develop Fully Alloc. Hourly Rates								
Review Draft Report with Staff								
Prepare Final Report								
Present User Fee Study to Council								

Development Impact Fee Study	Mar	Apr	Apr	Mar	Apr	May	Jun	Jul
Land-use Database Compilation								
Determine Infrastructure LOS								
Discuss Desired Projects w. Staff								
Review Project Costs & Descriptions								
Review Demand Drivers (Nexus)								
Apply Nexus Distribution Factors								
Review Draft DIF Report with Staff								
Prepare Final DIF Report								
Present DIF Study to Council								

8.4 COST PROPOSAL

Revenue & Cost Specialists proposes the following project costs, with a **NOT TO EXCEED AMOUNT OF $84,480** for the Municipal Fee Study.

Task	Milestones/Deliverables	Hours	Total Cost
Cost Allocation Plan			
Kick-Off Meeting	Informational Meeting	8	1,320
Build Budget and Positions	Schedule of Positions and Budget	24	3,960
Review Central Services/Times	List of Central Services	16	2,640
Develop Allocation Factors	Index of Allocation Factors	16	2,640
Initial Calculation Review	Draft Cost Allocation Plan	8	1,320
Produce Final Cost Allocation Plan	Final Cost Allocation Plan	8	1,320
	Total Cost Allocation Plan	**80**	**$13,200**
User Fee Study			
Develop Service List	Preliminary Service List	16	2,640
Develop Staff Time Allocations	Time Detail Reports	40	6,600
Develop Fully Alloc. Hourly Rates	Fully Alloc. Hourly Rate Reports	40	6,600
Prepare Draft Report	Draft Fee Study Report	40	6,600
Prepare Final Report	Final Report	24	3,960
Public Meetings	Presentations	16	2,640
	Total User Fee Study	**176**	**$29,040**
Development Impact Fee Study			
Preliminary Research		36	5,940
Identify Land-Use Build Out	Land Use Database	24	3,960
Identify Current/Future Needs	Schedule of Capital Costs	60	9,900
Mathematical Nexus Calculation	Spreadsheets of Calculations	40	6,600
Textual Nexus	Draft & Final DIF Reports	80	13,200
Public Meetings	Presentation(s)	16	2,640
	Total Impact Fee Study	**256**	**$42,240**
Economic Model	Included. Not to exceed 16 hours	16	$0
	TOTAL PROJECT COST	**528**	**$84,480**

The above proposal is based on a cost of $165 per hour. The billing rate for any additional work not covered by this proposal would be $195 per hour. Our proposal covers all costs except for the following additional costs that the City may incur:

- Insurance coverage beyond our basic general liability and workers compensation requiring an additional premium. RCS standard coverage includes workers compensation pursuant to state law, comprehensive liability Insurance with a combined single limit coverage of $2,000,000 and professional liability insurance with a combined coverage of $2,000,000.

- Report reproduction beyond identified number of copies of the final reports.
- Meeting attendance beyond those identified in this proposal.

RCS will submit four equal invoices plus any miscellaneous costs from the previous paragraph. The first invoice will be submitted ten days after notice to proceed. Each invoice will be due within 30 days of submission.

Insurance coverage documentation shall be provided to the City of West Covina as required per the RFP within ten (10) calendar days of notification if RCS is successfully selected as the winning proposal.

8.5 EXCLUDED OR SUBCONTRACTED SERVICES

RCS' proposal does not include any work for maintenance district fee calculations, balloting process, nor customer service support.

RCS does not subcontract any of our work.

8.6 LIST OF PROJECTS CONDUCTED

We encourage you to contact our references, and we would be happy to discuss costs and timelines for these projects during our interview. The following are municipal agencies that requested the same components outlined in the City's RFP.

REFERENCES – USER FEES

Jurisdiction	Contact	Title
City of El Segundo	Joseph Lillio (310) 524-2315	Director of Finance jlillio@elsegundo.org
RCS completed a Cost Allocation Plan and Comprehensive Fee Study for the City in 2018. The City Council adopted changes to its fee schedule, including Building fees. RCS is currently contracted to evaluate their Aquatics program and revenue collections procedures.		
City of Lakewood	Jose Gomez (562) 866-9771	Director of Finance & Admin Svcs jgomez@lakewoodcity.org
RCS updated the City's Cost Allocation Plan and User Fees. Lakewood has numerous Internal Services Funds, making the CAP more complex. RCS last updated the City's CAP and User Fees in 2009. Our fee study identified over $1.3 Million in possible new revenues.		
City of Long Beach	Geraldine Alejo (562) 570-5478	Revenue Management Officer Geraldine.Alejo@longbeach.gov
RCS was selected in 2019 to perform a three-year comprehensive update of Long Beach's 2,850 fees, fines and permits.		
City of Santa Barbara	James Hamilton (805) 564-5504	Comm Dev Business Manager JHamilton@SantaBarbaraCA.gov
RCS recently completed a Development Services Fee Study for the City in 2019. The City Council recently adopted changes to its fee schedule, including Building fees.		
City of Santa Clarita	Carmen Magana (661) 255-4997	Admin Services Director cmagana@santa-clarita.com
RCS developed a Cost Allocation Plan and Comprehensive Fee Study for the City most recently in 2014 and has also updated the Cost Allocation Plan in 2011, 2012, and 2013, 2014, 2015, and 2016. RCS has been providing these services for the City since 1995.		

REFERENCES – DEVELOPMENT IMPACT FEES

Jurisdiction	Reference Contact
City of Atascadero (805) 470-3400	Rachelle Rickard, City Manager Jeri Rangel, Admin Svcs. Director
Currently under contract to update a prior RCS-conducted SDF/DIF Report and Master Facilities Plan. RCS has also provided assistance in calculating specific impact of a number of development proposals.	
City of Chino (909) 334-3414	Nick Liguori, Community Development Director
Completed the City's DIF Calculation and Nexus Report and comprehensive 320 project Master Facilities Plan in 2018. RCS has enjoyed a 28-year relationship with the City having first calculated the City's initial DIF Calculation in 1989 and has since undertaken a number of updates. Chino's DIF Nexus Report is based upon the City facing an additional 16,250 dwelling units and 23.0 million square feet of commercial space.	
City of Selma (559) 891-2205	Isaac Moreno, Assistant City Manager/Finance Director
RCS staff generated the City's first DIF Report and has undertaken a number of updates since that time. The City's most recent RCS Update was used to demonstrate to the State of California of the City's capability of providing infrastructure and service capacity while increasing its housing stock by 175% and its business square feet by 340%.	
City of Ontario (909) 395-2000	Scott Murphey, Planning Director
Ontario is also a long-term RCS client with RCS conducting its first full-infrastructure DIF Nexus Report and two major updates. The City DIF Calculation and Nexus Report supports the doubling of the size and population of the City within the Ontario Ranch Specific Plan area boosting the City's housing by 59,000 dwelling units (150% increase) and its business square feet by 100,000,000 (71% increase).	

CLIENTS SERVED

USER FEE STUDY/COST ALLOCATION PLAN

Carpentaria-Summerland Fire District
Chino Valley Independent Fire District
City of Alhambra
City of Antioch
City of Arcadia
City of Atascadero
City of Azusa
City of Banning
City of Barstow
City of Bend, OR
City of Beverly Hills
City of Big Bear Lake
City of Brea
City of Buena Park
City of Carlsbad
City of Carmel-by-the-Sea
City of Carpentaria
City of Carson
City of Ceres
City of Chino
City of Claremont
City of Coachella
City of Concord
City of Corona
City of Cotati
City of Cudahy
City of Desert Hot Springs
City of Diamond Bar
City of Dinuba
City of Dublin, Ohio
City of El Cajon
City of El Segundo
City of Elk Grove
City of Eureka
City of Folsom
City of Fontana
City of Foster City
City of Fountain Valley
City of Fullerton
City of Glendale
City of Glendora
City of Goodyear, Arizona
City of Hemet
City of Hermosa Beach
City of Hesperia
City of Highland
City of Huntington Beach
City of Kennewick, WA
City of La Canada-Flintridge
City of La Habra Heights
City of La Mirada

USER FEE STUDY/COST ALLOCATION PLAN (continued)

City of La Palma
City of La Puente
City of Lake Elsinore
City of Lake Forest
City of Lakewood
City of Lancaster
City of Lathrop
City of Lawndale
City of Lemoore
City of Lincoln
City of Lindsay
City of Loma Linda
City of Long Beach
City of Los Altos
City of Lynwood
City of Mammoth Lakes
City of Manhattan Beach
City of Marina
City of Menifee
City of Merced
City of Milpitas
City of Monrovia
City of Monterey
City of Moreno Valley
City of Morgan Hill
City of Morro Bay
City of Needles
City of Norwalk
City of Oakdale
City of Oceanside
City of Ontario
City of Oroville
City of Oxnard
City of Palm Desert
City of Palm Springs
City of Palmdale
City of Pasadena
City of Peoria, AZ
City of Pico Rivera
City of Pismo Beach
City of Pittsburg
City of Pomona
City of Port Hueneme
City of Porterville
City of Rancho Cucamonga
City of Rancho Palos Verdes
City of Red Bluff
City of Redlands
City of Redlands
City of Rialto
City of Richmond
City of Ridgecrest
City of Riverside

USER FEE STUDY/COST ALLOCATION PLAN (continued)

City of Rocklin
City of Salinas
City of San Clemente
City of San Gabriel
City of San Juan Capistrano
City of San Marino
City of San Rafael
City of Sanger
City of Santa Clarita
City of Santa Monica
City of Santa Paula
City of Scotts Valley
City of Seal Beach
City of Seaside
City of Selma
City of Shafter
City of Sierra Madre
City of Simi Valley
City of Solana Beach
City of South Gate
City of South Lake Tahoe
City of South Pasadena
City of Springville, UT
City of Stockton
City of Suisun City
City of Taft
City of Thousand Oaks
City of Tracy
City of Tulare
City of Turlock
City of Upland
City of Villa Park
City of Vista
City of West Covina
City of West Jordan, UT
City of Westminster
City of Yuba City
City or Rancho Mirage
Coachella Valley Assoc of Gov't
Contra Costa County
County of Cobb, GA
County of Contra Costa
County of San Bernardino
County of Tulare
Imperial County
Oceanside Harbor District
Orange County Fire Authority
Orange County Vector Control District
Placer County Water Agency
Riverside County Transport. Comm.
San Bernardino Assoc. Gov't

USER FEE STUDY/COST ALLOCATION PLAN (continued)

South Jordan City, UT
Town of Apple Valley
Town of Los Gatos
Town of Mammoth Lakes
Town of Truckee
Ventura County Fire District

IMPACT FEE STUDY

Antelope Valley Fire District
Apple Valley Fire District
Barstow Fire District
Bridgeport Fire District
Brigham City Corporation, UT
Carpentaria-Summerland Fire District
Chalfant Public Services (Fire) Protection District
City of Alhambra
City of Anaheim
City of Atascadero
City of Baldwin Park
City of Barstow
City of Big Bear Lake
City of Calimesa
City of Chino
City of Coachella
City of Colton
City of Corona
City of Desert Hot Springs
City of Folsom
City of Gilroy
City of Glendale
City of Gonzales
City of Grand Terrace
City of Greenfield
City of Hemet
City of Highland
City of Huntington Beach
City of Jurupa Valley
City of King City
City of Laguna Hills
City of Lemoore
City of Loma Linda
City of Menifee
City of Monterey Park
City of Morgan Hill
City of Murrieta
City of Needles
City of Newport Beach
City of North Ogden, UT
City of Oceanside
City of Ontario
City of Orange
City of Oroville
City of Paso Robles
City of Petaluma
City of Pismo Beach

IMPACT FEE STUDY (continued)

City of Rancho Cordova
City of Reedley
City of Rialto
City of Riverside
City of San Bernardino
City of Santa Paula
City of Scotts Valley
City of Sedona, AZ
City of Selma
City of Sierra Madre
City of Thousand Oaks
City of Tracy
City of Tulare
City of Wheatland
City of Whittier
County of Monterey Sheriff's Department
County of San Bernardino
Feather River Recreation and Park District
June Lake Fire District
Lake Havasu City, AZ
Long Valley Fire District
North Central Fire District
SANBAG
South Jordan City, UT
South Ogden City, UT
Town of Apple Valley
Town of Mammoth Lakes
Town of Paradise
Town of Truckee
Washington Terrace City, UT
West Jordan City, UT
Wheeler Crest Fire District

MISCELLANEOUS PROJECTS

Brigham City Corporation, UT – Closed Indian School Use Conversion
City of Azusa – Plan Check/Inspection Process Review
City of Beverly Hills – Rent Stabilization Fee
City of Colton – Electric Utilities Collection Procedural Manual
City of Corona – Communications Repeater Cost Financing
City of Corona – Interstate 15 Area Public Safety Facility Financing
City of Fontana – General & Departmental Overhead Plan
City of Garden Grove - Internal Service Fund Balance Study
City of Hemet – Supplemental DIF, Public Peril Report

MISCELLANEOUS PROJECTS (continued)

City of Los Altos – Existing DIF Review
City of Milpitas – Business License Ordinance Review
City of Needles – Development Agreement Assistance
City of Pico Rivera – Business License Ordinance Review
City of Port Hueneme – Revenue Search Report
City of Redlands – Street Sweeping Rate Study
City of San Bernardino – Verdemont Area Financing Analysis
City of San Clemente – Business License Review
City of Santa Paula – General Plan Element
City of Seaside – Hayes Housing Development Service Demands
City of South Lake Tahoe – Transfer of Custody Cost Verification
City of Westminster – Productivity Measurement Module
Lake Havasu City, AZ – Capital Financing Plan
Los Angeles Fire/Police Retirement System – Fiscal Review
San Bernardino County – Special District Office Finance Review
South Jordan City, UT – Business Regulation Costing
Town of Windsor – Long Range Capital Financing Plan

8.7. ABOUT RCS

HISTORY

RCS (Taxpayer ID No. 330787781) was founded in 1980 by two former City Managers and a Finance Director who, after the passage of Propositions 13 and 4, discovered that user fees were a legal option to recover lost municipal revenues. Forty-one years later, Revenue & Cost Specialists continues its focus on cost allocation and user fee calculation services.

After the passage of AB 1600 in 1988, our company added impact fee calculation services to help municipalities finance public facility expansion. In those early years, RCS principals published articles and presented at conferences on how user fees and impact fees worked.

By the mid-1990s, RCS was a company with 25 employees, yet we were not happy with the business model. We strategically downsized, and the remaining four principals focused on service delivery, no longer worrying about revenue growth or competing market shares. Now, RCS principals commit resources to client satisfaction and long-term relationships. To this day, RCS continues to thrive through repeat business, referrals and references. As a small business, RCS takes only a handful of new clients each year, allowing us to spend substantial time with them.

In 2000, RCS created Government Software Systems to develop robust costing software that serves fee calculation needs better than spreadsheets. Our company has provided additional services to municipalities that include long-range financial planning, accounting procedures and utility rate studies.

In 2021, RCS celebrates its 41st year in business and is looking forward to another 41 years of partnering with municipalities.

QUALIFICATIONS

RCS' four principals make up the Limited Liability Company, which has been financially stable since the company started. Combined, RCS principals have over 100 years of experience in cost allocation plans and fee studies and served over 250 municipalities. We have provided these services to a wide array of public agencies, from the smallest special district to larger and more complex cities and counties. Though based in Orange County, we engage in projects throughout the State of California.

RCS principals specialize in:

- User Fee Studies
- Cost Allocation Plans
- Development Impact Fee Studies
- Special studies and reports supporting municipal financing management

These specializations allow RCS to focus on every aspect of municipal fees and be the best of what we do. We are confident in our project time estimates and do not respond to RFPs when the project workload would exceed our capacity. We have suggested new fees that are not common practice throughout the state and have challenged and removed municipal fees that were not defensible. We have assisted municipalities in streamlining their fee-based processes.

All RCS principals have prior city experience, serving as analysts, managers or directors. We are all knowledgeable in fund accounting, department structures and municipal services. We stay current on pending financial and legal issues that challenge municipalities. All principals are comfortable speaking with city staff at all levels, drafting reports and resolutions, and presenting to the public, stakeholders and City Council members.

RCS principals perform all studies in a professional and expedient manner and do not rely on junior staff to perform these vital tasks with our clients. We also don't rely on status memos because we will be at City Hall quite often to tell you in person how the project is going.

Eric Johnson, President, has streamlined and perfected the process of CAP and User Fee Study engagements. With over 30 years and hundreds of studies completed, Eric has created a superior process that demands little of city staff time while obtaining maximum results. Eric quickly understands complex city services and how to calculate fees for them. He relates well with elected officials because he responds with candor and brevity. If you speak to any of Eric's prior or current clients, they will tell you how easy the process was.

Chu Thai, Vice President, joined RCS after 22 years of municipal experience. As a budget manager and finance director, Chu has successfully coordinated user fee increases, impact fee increases, utility rate increases and tax ballot measures. His experience helps clients avoid the unseen perils that jeopardize municipal projects. After project completion, Chu leaves behind well-documented reports and spreadsheets for City staff. The focus of his career has been to improve cities' financial stability and implement operational effectiveness and efficiencies in local government.

Scott Thorpe, Senior Vice President, joined RCS in 1985. Before that, he spent 13 years at the cities of Chula Vista, Covina, Anaheim and Brea, serving in various roles within the city manager's offices. Scott performed user fee studies for several years, transitioning to development impact fees when AB 1600 went into effect. He has written articles laying out the fundamentals of impact fees, and his work has generated tens of millions in fee revenues for cities.

Rick Kermer, Partner, was one of the founders of RCS. Rick used his CPA and audit experience to build cost allocation and user fee spreadsheets and software that passes rigorous analysis and reporting accounting standards. Rick's work is the foundation of all the fee study work offered today. He is now semi-retired, taking only a handful of projects each year.

RCS has one office, located at 1519 E. Chapman Avenue, Suite C, Fullerton. Eric Johnson and Chu Thai will have primary responsibility for managing the comprehensive citywide fee and charges rate study for the City of West Covina. Please contact Eric at (714) 992-9027 or Eric@revenuecost.com and Chu at 714-992-9024 or Chu@revenuecost.com with any questions.

PROJECT TEAM

We make the commitment to each client that only an RCS principal will be actively involved in all aspects of the project, from proposal submission, through on-site meeting coordination, Council adoption and project wrap-up.

While all RCS principals have independently worked on projects before, Eric Johnson and Scott Thorpe would be primarily involved with the user fee and impact fee studies, respectively. Chu Thai will work behind the scene, focusing on data validation, calculations and report development.

Eric, Scott and Chu will all be involved in the kick-off meeting, and coordinate the interviews with departmental staff, reviewing of the draft reports with department heads, and presentation of the final report to the City Council.

RCS can assign additional specialists to the project, for their expertise, maintenance of the proposed schedule or to maintain to assure continuance of the quality of the product. For continuity, only RCS principals will interact with City staff, as our specialization and expertise in fee studies allow City staff to focus on other City functions. We thoroughly understand and are involved in every phase of the fee study, and will advise City staff when necessary.

Resumes for the RCS project team are included in this proposal on the following pages.

Eric S. Johnson
President

EDUCATION
Bachelor of Arts in Political Science - University of Redlands

AFFILIATIONS
California Society of Municipal Finance Officers

Government Finance Officers Association

Mr. Johnson serves as President of Revenue & Cost Specialists with over 30 years of professional knowledge in cost recovery model and user fee studies. He focuses on providing a positive experience for RCS clients, which minimizes staff interruptions yet still produces a comprehensive, defensible study that is adopted by the governing board.

Municipal Experience

City of Redlands – Redevelopment Intern (1987-1989)

Relevant Project Experience

City of Carmel-by-the-Sea – Comprehensive Fee Study: RCS completed a Comprehensive Fee Study for the City in 2016 and most recently in 2020. The City Council reviewed and approved fee recommendations.

City of City of La Habra Heights – Cost recovery model and Comprehensive Fee Study: Mr. Johnson developed a Cost recovery model and Comprehensive Study for the City in 2018. The City Council reviewed and approved fee recommendations.

City of Lancaster – Cost recovery model and Comprehensive Fee Study: Mr. Johnson developed a Cost recovery model and Comprehensive Fee Study for the City most recently in 2006, 2009 and 2014. He also updated the Cost recovery model in 2010, 2011, 2012, 2016, and 2019.

City of Diamond Bar – Cost recovery model and Comprehensive Fee Study: Mr. Johnson developed a Cost recovery model and Comprehensive Fee Study in 2017. The City Council is currently reviewing the fee recommendations.

City of San Bernardino Municipal Water – Cost recovery model and Comprehensive Fee Study: Mr. Johnson developed a Cost recovery model and Comprehensive Fee Study for the Water Agency in 2016 and 2019. Review of the Fee recommendations by the Water Board is upcoming.

Scott Ian Thorpe
Senior Vice President

EDUCATION
Bachelor of Arts in Public Administration – San Diego State University

Master of Public Administration - California State University Fullerton

AFFILIATIONS
California Society of Municipal Finance Officers

Government Finance Officers Association

Mr. Thorpe has been with RCS since 1985, and built his career and reputation on the proper establishment of development impact fees. His early publications helped shape the foundation of calculating and implementing impact fees. Scott has produced studies from small, single-use developments to large, master-planned communities, throughout California, and is actively involved in all aspects of the projects, from kick-off, through Council adoption, and beyond fee collection and reporting.

Municipal Experience

City of Brea – Management & Budget Manager
Developed budget preparation and management information reporting systems. Established personal computer operations including acquisition, placement, and maintenance of all equipment to initial and on-going employee training. Created a comprehensive legislative program for reviewing all federal, state, and local legislation.

City of Anaheim – Budget Analyst/Management Operations Auditor
Assisted in the preparation of $350,000,000 annual budget. Provided centralized management support and assistance of line departments with a variety of services including work measurement and management techniques program development, productivity improvement, internal management audits, budget review/analysis, revenue forecasting and auditing, and data processing systems development. Specialized in management assistance to public safety, stadium, convention center and golf operations. Responsible for fiscal, work-unit measurement and management training sessions required of all city management staff.

City of Covina – Administrative Assistant to the City Manager
Performed general program development with significant emphasis on the improvement of the budget process, legislative, public information, and agenda process systems. Conducted a major annexation study and effort.

Scott Ian Thorpe
Senior Vice President

Municipal Experience (continued)

City of Chula Vista – Administrative Aide
Entry level job which involved completion of a City-wide Policy and Procedure Manual, operation reviews of long term fire vehicle equipment purchases and of the municipal bus system stop locations.

Publications

"Financing Capital Improvements", Journal American Water Works Association, August, 1991, pages 50-52

"Impact Fees: Practical Guide for Calculation and Implementation", Journal of Urban Planning and Development, Vol. 18, No. 3, September, 1992, pages 106-118

"The Missing Ingredient in State-Mandated General Plans", Public Management, International City Management Association", March 2014. Pages 21-22.

Other Accomplishments

Charter Oak Unified School District Facility Closure Committee-Board Appointee

Guest Lecturer on various municipal government/management topics at two universities

Chu Thai
Vice-President

EDUCATION
Claremont Graduate University – Completed coursework towards Masters in Public Policy

Cal State Northridge – MA Public Administration

Cal Poly, Pomona – BS in Urban and Regional Planning

AFFILIATIONS
California Society of Municipal Finance Officers (CSMFO – Board Member)

Government Finance Officers Association (GFOA)

International City/County Management Association (ICMA) (Cal-ICMA)

Municipal Information Systems Association of California (MISAC)

Mr. Thai provides multiple aspects to the implementation of user fees, impact fees and utility rates. His experience as a municipal finance officer helps clients reach their goal of fee adoption. Chu keeps current of all legal policies which impact the noticing, calculation and reporting of fees.

Municipal Experience

Impact Fees: Cities of Morgan Hill and Monterey Park
Utility Rates: Cities of Morgan Hill, Beverly Hills, South Pasadena and Monterey Park
User Fees: Cities of Claremont, Morgan Hill, Beverly Hills, South Pasadena and Monterey Park

Director of Management Services, City of Monterey Park, CA

- Managed department of 15 to provide financial planning and reporting, revenue collections, treasury, information technology, telecommunication and support services
- Improved city's revenues through updated user fees, utility rates, and impact fees
- Conducted long-term financial forecasting and analysis
- Streamlined and enforced purchasing process

Administrative Services Director, City of Eastvale, CA

- Managed department providing general accounting, accounts payable, purchasing, payroll, business tax, treasury, IT and communication services
- Updated the City's Investment Policy and strategy
- Developed long-term revenue strategy
- Performed communications audit and reduced expenses by 75%

Finance Director, City of South Pasadena, CA

- Outsourced utility billing and customer service
- Completed $43.4 Million Water Bond Issuance and $12 Million Refunding
- Coordinated the passage of Utility Users Tax Ballot Measure
- Negotiated lease agreements for city property and cell towers

Chu Thai
Vice-President

Municipal Experience (continued)

Budget and Management Officer, City of Beverly Hills, CA

- Managed $400 million citywide budget for 750 full-time employees
- Developed comprehensive capital improvement program
- Developed quarterly performance report presented to the City Council
- Implemented performance-based budget, including goals and objectives
- Updated the city's user fees and utility rates

Budget Manager, City of Morgan Hill, CA

- Managed utility billing, purchasing, business license and accounts receivable functions
- Coordinated IT overhaul, including finance, utility billing and recreation software conversions, standardization, training, disaster recovery and outsourcing.
- Developed pro-formas for proposed aquatics and community centers
- Updated the city's impact fees, user fees and utility rates

Senior Management Analyst, City of Tustin, CA

- Coordinated the City's $80 million operating and CIP budget with all departments
- Managed finance software upgrade, focusing on departmental reports
- Deployed online payment system for utility customers

Management Analyst, City of Claremont, CA

- Assisted in the development of effective parks and recreation programs
- Assisted in the construction and programming of the Claremont Youth Activity Center, Claremont Skate Park and Hughes Community Center
- Coordinated budget and evaluated cost recovery for the department

8.8 PRIMARY BUSINESS

Identify the primary business of the parent company and/or affiliates.

Please refer to 8.6 ABOUT RCS. We combined several sections to provide a comprehensive view about RCS, and minimize our duplication of information.

8.9 SUBSTANTIATED COMPLAINTS AGAINST THE FIRM

Provide any substantiated complaints against the firm in the last five (5) years and any outstanding litigation, if applicable.

RCS does not have any substantiated complaints.

8.10 OFFICERS OF YOUR ORGANIZATION

Identify the office(s) of your organization that will have primary responsibility for managing the Municipal Fee Study.

Please refer to 8.6 ABOUT RCS. We combined several sections to provide a comprehensive view about RCS, and minimize our duplication of information.

8.11 FEE STUDY EXPERIENCE

What is your firm's experience in conducting user fee studies? Identify the studies performed by your firm in the last five years.

Please refer to 8.6 LIST OF PROJECTS CONDUCTED and 8.6 ABOUT RCS. We combined several sections to provide a comprehensive view about RCS, and our experience.

8.12 FIRM DIFFERENTIATION

Comment on other areas that may make your firm different from your competitors.

RCS has been developing user fees for over 40 years, and impact fees since the adoption of 1987's Assembly Bill 1600. RCS principals are all former city employees who now specialize in fee development and analysis.

RCS does not drop off forms and expect City staff to do our work for us. We do not ask City staff to fill out forms, even if the project exceeds the budgeted consulting time.

8.13 CONFLICT OF INTEREST

The firm shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract. Particular attention should be paid to compliance with Government Code section 1090.

RCS does not have any relationship with the City, and present no conflict of interest.

8.14 PROPOSAL EXCEPTIONS

The City standard professional services contract is included as Attachment 1 to this Request For Proposals. The proposing firm shall identify any objections to and/or request changes to the standard contract language in this section.

The City's Professional Services Agreement include language regarding indemnifications which are overly onerous and puts all of the risk on RCS. While we have no issue being responsible for our actions, we can't be responsible for unsubstantiated claims. Therefore, we generally suggest the following indemnification language:

"Consultant shall indemnify the City, its elected officials, officers and employees from any judgements, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, infringement of copyright/patent/trademark, professional errors and omissions, investigative expenses, attorney fees, and court costs arising out of an error, a negligent act, or omission of the Consultant, or the willful misconduct of the Consultant in performing the services described in, or normally associated with, this type of contracted work."

There are multiple indemnification clauses within the City's agreement, and RCS would like to work with the City to update them to mutually acceptable terms.

8.15 QUALIFICATION OF STAFF ASSIGNED

Describe the qualifications of staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience. Be sure to include any municipal agencies they have worked with in the past five years and their level of involvement. As previously noted, the Consultant must have a minimum of five (5) years of direct experience preparing DIF studies.

Please refer to 8.6 ABOUT RCS. We combined several sections to provide a comprehensive view about RCS, and minimize our duplication of information.

ATTACHMENT NO. 2

RESOLUTION NO. 2021-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2021 AND ENDING JUNE 30, 2022 (MUNICIPAL FEE STUDY)

WHEREAS, the City Manager, on or about June 15, 2021, submitted to the City Council a proposed budget for the appropriation and expenditure of funds for the City for West Covina for Fiscal Year 2021-22; and

WHEREAS, following duly given notice and prior to budget adoption, the City Council held public meetings, considered and evaluated all comments, and adopted a budget for the fiscal year commencing July 1, 2021 and ending June 30, 2022; 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. 023, attached hereto as Exhibit A, related to the award of a contract for a municipal fee study.

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 2nd day of November, 2021.

_____
Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-102 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of November, 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick
Assistant City Clerk

EXHIBIT A

BUDGET AMENDMENT

BA #	023
Posted By:	
Date Posted:	

CITY OF WEST COVINA

BUDGET AMENDMENT

Date: 11/2/21
Requested by: Lisa Sherrick
Dept/Div: City Clerk

Fiscal Year: 2021-2022
Amount: 84,500.00
Description: Municipal Fee Study

EXPENDITURES

Account Number	Dept/Account Description	Current Budget	Proposed Amendment	Amended Budget
110.12.1210.6110	PROFESSIONAL SERVICES	-	84,500.00	84,500.00
				-
				-
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REVENUES

Account Number	Account Description	Current Budget	Proposed Amendment	Amended Budget
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REASON/JUSTIFICATION (Please be specific)

A municipal fee study was a need identified during the State Audit, however; a cost estimate was not available in time to be included in the FY2021-22 Original Budget. Therefore; a budget amendment is required to ensure completion of this objective.

APPROVALS

City Council Approval Date (if required, attach minutes): _____ □ Approval Not Required

Dept Head Approval: _____ Date: _____

Finance Director: _____ Date: _____

Funds Available? □ Yes □No

City Manager: _____ Date: _____
(if over $100,000)

□ Approved □ Denied

Proposal for the City of West Covina

MUNICIPAL FEE STUDY

1519 E Chapman Ave
Suite C
Fullerton, CA 92831
(714) 992-9020
www.revenuecost.com

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August 19, 2021

Office of the City Clerk
City of West Covina
Attn: City Clerk: Lisa Sherrick
1444 W Garvey Avenue S. #317
West Covina, CA 91790

Proposal for City of West Covina – Municipal Fee Study

Revenue & Cost Specialists, LLC (RCS) appreciates the opportunity to respond with this proposal to develop a Municipal Fee Study. We have been providing fee studies and other costing services since 1980, making us the first and foremost expert in costing services for California. RCS' skill set will generate maximum accountability for the City of West Covina. We have a history of delivering quality reports with defensible data that can be acted on and adopted.

Our processes are straightforward, and the information provided by RCS will allow staff, City Council and other stakeholders to make rational, informed policy decisions. We strive to ensure that you will be able to confidently stand behind the information and recommendations in the Report. As former city staff ourselves, we understand how West Covina operates, what you want, and that your time is precious.

Based in Fullerton, we can provide timely support to City staff for years to come. The terms of this proposal will be honored for 120 calendar days from the date of submittal. Please contact Eric at (714) 992-9027 or eric@revenuecost.com with any questions.

Sincerely,

ERIC S. JOHNSON
President

SCOTT THORPE
Senior Vice President

CHU THAI
Vice President

RCS Contacts

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8.2 PROJECT SUMMARY

The following is a proposal for a Municipal Fee Study for the City of West Covina. RCS' proposal is to update the City's user fees and development impact fees, and to prepare an economic model containing a complete analysis and resulting recommendations for rates and charges for any new development in the City.

RCS' proposal does not include maintenance district fee calculations, balloting process, nor customer service support. Chu Thai, Vice-President of RCS, has coordinated similar projects as Finance Director, and can assist the City if requested.

We are available to begin work in September 2021, will perform all project tasks within the City's Request for Proposal, and will present the Final Report to the City Council in April 2022. Our cost is to not exceed the amount of $84,480.

Revenue & Cost Specialists have been developing user fees for over 40 years. RCS principals are all former city employees who now specialize in the following:

- User Fee Studies
- Cost Allocation Plans
- Development Impact Fee Studies
- Special studies and reports supporting municipal financing management

Based in Fullerton, we have served over 250 municipalities, produced 1,100 studies and recovered $500 Million in revenues for our clients.

RCS will use our experience to produce a fee study that represents how operations are conducted in West Covina. This will all be done through a series of focused meetings with those who perform the work, ensuring that the data represents West Covina. We do not drop off forms and expect staff to do our work for us.

RCS's fee study is a comprehensive process. which includes updating current fees, adding/removing/redefining fees, reviewing fees for legal limitations, confirming revenue collections, and evaluating market demand.

RCS engage city staff throughout the process, and the information collected is well documented. RCS reports are well organized and easy to understand how fees are calculated. RCS will support our reports as long as the City continues to reference them.

8.3 SCOPE OF WORK/METHODOLOGY

The City of West Covina wants to identify the full costs of all operational services that are either currently charged a fee or could be charged a fee. As part of our study RCS will update the City's existing Cost Allocation Plan (CAP). A CAP is necessary in calculating the fully burdened hourly rates for employees, is an effective way to distribute the overhead costs to funds, departments, and the end-user services, and will make the full costs of services study more defensible.

Based on the full cost information, RCS will review with staff a proposed fee structure that will recover these costs in the most equitable and efficient way possible. This may involve flat fees, deposits, valuation-based fees, step-increase fees, or a combination of these. But the eventual fee recommendations included in the final report and master fee resolution will be defensible, easy to understand, and be supported by City staff.

RCS will construct user fees that represent how operations are conducted in the City. We will review with staff suggested fee structures that recover costs in the most equitable and efficient way possible. This may involve flat fees, deposits, valuation-based fees, step-increase fees or a combination of these. The eventual fee recommendations included in the final report and master fee resolution will be defensible, easy to understand and supported by City staff.

The most important part of our work is performed through a **series of focused meetings with staff**. Face-to-face meetings commit staff to the timeline and ensure that our study draws from the most knowledgeable person on the subject matter. A series of meetings also gives City staff time to digest and reflect on the information generated. RCS uses only company principals with more than 20-plus years of experience to conduct these meetings, which makes the process quicker and the results more accurate. Our process provides the City with well-documented and defensible service costs that will be used to develop fees that comply with Propositions 4, 218 and 26.

We also **identify 100% of the staff time on 100% of the services they provide**. This gives City staff a complete perspective on their time allocations instead of merely looking at time allocations for individual services in a vacuum. These methods will ensure that City staff feels confident about the data and, therefore, confident in supporting the results in public hearings.

The other key result of identifying 100% of City services is that we are identifying not only the cost of fee services, but of community-supported services, such as police, street and park maintenance services. This allows us to have a real discussion with real numbers with the City Council about tax subsidy policy. Since we are identifying the full costs of fee services, we are also identifying the current subsidy of general tax dollars for these services. Therefore, we can show the City Council how much fee services are subsidized at the expense of community-supported services. Does the City want to continue to use precious tax dollars to support, for instance, a bathroom remodel and permitting inspection that only benefits a particular property owner or use those tax dollars on things that can only be supported by tax dollars, like police patrol and park maintenance? They will now have that information to be able to make that conscious choice.

Changing the discussion from fee increases to tax subsidy policy along with RCS' experience in successfully presenting the results of similar studies to City Councils ensures that the City will be able to meet its policy objectives.

All requested hardcopies and electronic copies that can be edited and updated by City staff will be provided to the City. All documents developed during the Study will be provided, including the final comprehensive review, final report along with associated models, tables, graphs, related schedules, cost documentation as well as all related supporting documents, including records and professional time spent.

PROJECT TASKS

The project tasks described below is for a User Fee Study, which includes updating current fees, adding/removing/redefining fees, reviewing fees for legal limitations, confirming revenue collections, and evaluating market demand.

RCS' Comprehensive User Fee Study Includes the Following

RCS' proposal will perform all project tasks listed in the City of West Covina's Request for Proposal, except Section 7.7 related to Landscape Maintenance Districts. The task descriptions below further explain the steps and timeline of RCS' fee study. The project tasks in the RFP shall prevail should there be conflicting language with RCS' proposal.

In addition to user fees, this process will allow for the City to update its rents/permit use fees and fines/bails such as those listed in the City's *Comprehensive Fee Schedule*.

RCS will provide the City of West Covina with the requested printed and electronic copies of the final versions of the *Municipal Fee Study*, including related schedules and cost documentation in a format that can be edited and updated by City staff to accommodate desired changes.

Project Kick-Off

Task 1: Prepare City Data

RCS will review and prepare necessary files for the project. This includes obtaining and reviewing prior user fee reports and fee schedules, line-item budget details, salary schedules, MOUs and fringe benefit details.

Task 2: Kick-off Meeting

RCS will conduct a Citywide meeting, explaining the operational methodology of the study and the role of staff. We will review any possible issues that may arise as well as answer any questions from staff about the process. This meeting is crucial for the process as we want to ensure that everyone understands the various steps in the process and what is expected of them.

Cost Allocation Plan

Task 1: Identify Central Services and Allocate Staff Time

RCS will meet with various departments to identify and review central services and allocate staff time and costs for those services. Examples of central services include payroll, risk management, and facility maintenance. City staff time involved in the meetings would be approximately 1-2 hours per central service department.

Task 2: Develop Allocation Factors

RCS will meet with City staff to develop the allocation factors for each central service identified in the above task. These factors will form the basis for determining fully burdened hourly rates and allocating central service costs. This meeting will be concurrent with the time allocation meeting. Though City staff involvement in data

gathering is a function of the availability of the required information, RCS will develop allocation factors that are easily reproducible from year to year but still equitably allocate central service costs.

RCS will calculate allocations to the functional centers and review the results with the managers of the various central service departments. City staff time to review the results of the allocations will be less than 1 hour per department.

Task 3: Prepare and Review Draft with City

RCS will prepare a Draft Report with allocations to end user departments using our 20-step allocation model. RCS will review this Draft Report with the City's management, making any necessary adjustments to ensure that costs are allocated properly.

Task 4: Prepare Final Cost Allocation Plan

RCS will then prepare a Final Report with allocations to end user departments. These results will be used for the general overhead component of the Fee Study and can also be used to determine the amounts for transfers to the General Fund for support provided to other funds. RCS will provide the City's requested number of printed copies, as well as a PDF file of the Overhead Cost Allocation Study. RSC will also provide a computer-based model for adjusting these fees and charges for the City's current and future needs, providing an electronic copy of the final study that can be edited and updated as needed. RCS will consult with City Staff as necessary to defend the cost allocation plan in the event of audits or other challenges.

Fee Study

Task 1: Review the Service List with Staff

RCS will review the service list through meetings with City staff. We will also work with Departmental staff to determine any changes to the fee calculation methods. The end result, whichever method is used, will be a fee structure that best fits the City going forward. While this list will change during the course of the Study as it is refined, it will be the initial basis from where we start. City staff time for this review will be approximately 1 hour per department.

Task 2: Staff Time/Contract Cost Allocations

RCS will interview personnel providing end-user services to ensure that costs from all functional areas directly involved with a service are included in the cost of that service. This component will form the bulk of the time spent by staff. There will be two to four meetings with supervisory level staff in each functional area to create and verify the amount of time spent by staff on the services identified in the task above.

We do not ask City staff to do our job by filling out forms detailing how they spend their time. This interactive process, and the fact that we allocate 100% of all departmental staff, ensures that the information being generated is valid and reliable. A sample Time Detail Report is included in this proposal. Total time commitment per department varies from 2-20 hours, through a series of working meetings.

Task 3: Develop Fully Allocated Hourly Rates

RCS will develop a fully allocated hourly rate for each departmental employee, including salaries and benefits, miscellaneous operating services and supply costs, citywide overhead and departmental overhead. A sample Hourly Rate Report is included in this proposal.

Task 4: Prepare Draft Report

RCS will prepare a Draft Report that identifies the total costs for each service, along with current fees, and makes fee recommendations for each service presented as well potential new fees for services the City provides but does not charge for. Service costs will be compared with existing recovery levels. RCS will review this report with the departments so that each will have input on the fees presented in the Final Report. City staff time would be approximately 1-2 hours per department for those departments that have fee services. A sample of the Service Summary and Cost Detail Reports that are provided for each service is included in the following pages.

Task 5: Prepare a Fee Survey

RCS will compare existing and proposed fees in key benchmark areas with those charged by other comparable agencies. For development related fees, RCS recommends that the City compare the fees involved in moving a typical development from the beginning to the end of the process.

Task 6: Prepare Final Report

Based on staff input, RCS will prepare a Final Report, which will have recommendations for new fees, subsidy percentages and revenue projections from those fees. The Report will include text and summary tables that will clearly explain the results and the context. All recommended fees will comply with Propositions 4, 218, 26 and any other applicable laws. RCS will provide the requested number of copies and a Microsoft Word and PDF file of the Final Report. Any Master Fee Schedule revisions will also be made available in Word, Excel and/or PDF formats. RSC will provide a computer-based model for adjusting these fees and charges for the City's current and future needs, providing an electronic copy of the final study that can be edited and updated as the need arises and allowing for the requirements referred to in the City's RFP. RCS will consult with staff as needed to defend the fee study in the event of audits or other challenges.

Task 7: Present Report to the City Council and Committees

RCS will assist City staff, the City Council and any Committee in the review and adoption of revised service fees and subsidy percentages, at up to four public meetings. RCS will assist City staff in the implementation of the revised service fees.

Development Impact Fee

To make certain the City of Corning continues to provide basic municipal services as the City grows, RCS proposes to undertake the calculation and textual support of a new Development Impact Fee Calculation and Nexus Report. RCS staff will perform the following to complete the Development Impact Fee (DIF) calculation and quantify the costs generated by new development in terms of an Impact Fee Schedule for city land uses.

Based on RCS' preliminary review of the reports and documentations provided by the City of West Covina, we propose Development Impact Fees for the following infrastructures. The nexus by which the development costs would be distributed to the various land uses are also listed.

1. **Law Enforcement Facilities, Vehicles and Specialty Equipment**
2. **Circulation System, including streets, signals and bridges**
3. **Storm Drainage Collection System**
4. **Water System**
5. **Wastewater & Treatment System**
6. **Public Use Facilities (i.e. Community Centers)**
7. **Park Land Acquisition and Park Improvements**
8. **Fire Suppression Facilities, Vehicles and Specialty Equipment**
9. **Library Space and Collection Items**
10. **General Facilities (City Hall and City Maintenance Yard)**

RCS has the experience and determination to research and identify the maximum financial impact from future developments in Corning. With this information, staff can realize what the best funding and implementation policies are for the City.

We plan to use a series of direct, focused meetings between RCS experts and knowledgeable City staff to produce a final product that is accurate, logical and defensible. RCS' objective is to ensure that City staff feels confident about the data and the report, therefore confident in supporting the results at public hearings.

The fee recommendations included in RCS' final Development Impact Fee Calculation and Nexus Report will be legally defensible, easy to understand and supported by City staff. Our experience as local government finance officers and impact fee consultants makes certain this project will be completed successfully on time.

To provide the basis for the Development Impact Fees, the following steps would be taken by the Revenue & Cost Specialist staff, working with City staff and other consultants where necessary and appropriate:

Task 1: Preliminary Research

Prior to any meetings, RCS will perform a field "windshield" survey to become acquainted with the physical characteristics and general improvement needs and standards of the City. We will request and review all City maps, land-use documents and available master plans, especially the Comprehensive General Plan, before the kick-off meeting. We will review the City's history of impact fee schedules, resolutions, ordinances, and Annual and Five-Year Reports per Government Code Sections 66006 and 66001. RCS will review recent Operating Budgets, CIP Budgets, Comprehensive Annual Financial Reports and fixed asset reports

Task 2: Meeting # 1 – Kick-off Meeting Between City and RCS

RCS will conduct an initial meeting with the City's management staff to clarify the parameters of the study, explaining the operational methodology of the study and the role of City staff. We will review any possible issues that may arise as well as answer any questions from City staff about the process. This meeting is crucial for the process as we want to ensure that everyone understands the various steps in the process and what is expected of them. No Kick-off meeting will be necessary. RCS will work with individual departments during the CAP/User Fee project to begin the impact fee update. Some of the necessary documents, such as budget, facility valuation, staffing and equipment, will become available through the CAP/User Fee project.

RCS will meet and discuss the City's planning, capital financing process and community development standards with the City Engineer, City Planner, Director of Finance and other department staff to determine the improvements that most likely will evolve from the project planning documents and be needed to support and give validity to the City's Comprehensive General Plan.

RCS will work with the City Manager, Finance Director, Planning Director, Public Works Director and other interested staff to determine land-use-based Development Impact Fee categories and land-use data. RCS will identify the existing Levels of Service (LOS) provided by the infrastructure and appropriations currently afforded by the City.

Task 3: Series of Working Meetings

RCS will meet with City staff responsible for each infrastructure to help identify all projects needed through theoretical build-out via use of master plans, specific plans and other service requirement studies. The more supporting documents we can find, the better the Study will be. The greatest support would be an engineer-prepared

Master Plan. If such a document is not available, RCS will endeavor to increase the validity of available information. RCS will request from the City all reports, master plans, specific plans and other related reports identifying needed infrastructure. If needed, RCS can assist the City with developing project lists and supporting data (i.e. fire station sizes and costs). RCS will review project cost estimates and textual explanations for accuracy and completeness.

RCS will identify and analyze the demand drivers specific to each infrastructure or service area. The drivers are the factors of nexus demand related to each land use and would be based upon the project plans or City productivity records. These demand drivers will help determine the distribution of the benefits of, nexus for and impact of each group of projects on each of the above categories of land use. The proportional analysis necessary to identify what burdens would be placed upon the existing and future infrastructure would be undertaken.

Task 4: Draft *Development Impact Fee Calculation and Nexus Report*

Since the Report is based on information and estimates provided by City staff, it is important that all participants are comfortable with the methodology and data presented. RCS will prepare a draft report consisting of the fee structures and the necessary relevant nexus text and report with recommended fees. This meeting will include discussions on policy issues, implementation strategies and revenue collection procedures. RCS will provide the draft report for staff consideration and distribution.

Task 5: Presentation of *Proposed Development Impact Fee Calculation and Nexus Report* to the City Council

RCS will attend the City Council meeting to discuss the report methodology and present findings, providing a formal presentation and answering questions about those findings. RCS will have the necessary supporting documentation for the meeting and will be the primary contact to answer all questions, following up with any City Council direction with the assistance of City staff

Maintenance District Fee

RCS' proposal does not include any work for maintenance district fee calculations, balloting process, nor customer service support.

Economic Model

The City of West Covina PlanetBids Q&A section discussed an economic model "that can make projections in regard to assessment rates, user fees and impact fees, which will be used internally by City staff upon completion of the proposed project".

RCS will dedicate up to 16 hours to develop a user-friendly spreadsheet which will perform one of two things:

a) Calculate new assessment rates, user fees and impact fees based on CPI adjustments
b) Calculate a developer/applicant's total costs from assessment rates, user fees and impact fees for a project of specific size and scope.

CLIENT INPUT

RCS will make every effort to advise, seek input from and, in general, explain the work as it is being performed to interested parties by attending meetings of various groups, including any local chapter of organized builders or contractors, taking into consideration any constructive input. Staff time requirements will vary depending upon the current availability of needed information. RCS will use the best information possible to complete legally supportable fees and endeavor to limit the amount of time needed from the above staff members.

For a project to be completed successfully, we depend on dedicated and engaged staff participation. Most of the staff participation is to attend working meetings with RCS. There will be no "homework" to be completed and returned to us. The total participation time for City staff would vary between 2-20 hours, depending on their department/division/ program, the number and type of fees within their area.

The City should also designate a Project Coordinator for the fee study who will:

1) Identify key City staff and coordinate the kick-off meeting(s)
2) Assist in obtaining requested information
3) Coordinate the review of draft reports, and
4) Provide project direction if needed

ONSITE MEETINGS AND VIDEO CONFERENCING MEETINGS

RCS will be onsite at the City of West Covina for the project kick-off meeting, all working meetings occurring the same day, and when we present the draft reports to each department/division. RCS Partner(s) will also be present at all public meetings involving the City Council or City Committees.

RCS will utilize our Zoom account, or any video conferencing platform of the City's choosing, to facilitate all other working meetings. Our experience has determined that the use of video conferencing is more flexible in scheduling meetings, permitting City staff to quickly access reports and files on their computers, and allowing everyone to view and discuss the same documents at the same time. Department meetings will be 30 minutes to two hours each.

Due to the close proximity of West Covina Civic Center to our offices, RCS could meet in-person for some of the working meetings, if requested.

PROJECT TIMELINE

RCS' references will attest that out timelines are ideal for fee studies. This schedule, of course, will require the cooperative participation of City staff. RCS will comply with local, county, and state protocols for safely conducting meetings as the COVID-19 pandemic evolves.

CAP/User Fee Study	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022
Cost Allocation Plan								
Kick-Off Meeting								
Obtain Budget & Personnel Data								
Review of Central Services/Time								
Review Allocation Factors								
Review Draft Cost Allocation Plan								
Prepare Final Cost Allocation Plan								
User Fee Study								
Review Service List								
Review Staff Time Allocations								
Develop Fully Alloc. Hourly Rates								
Review Draft Report with Staff								
Prepare Final Report								
Present User Fee Study to Council								

Development Impact Fee Study	Mar	Apr	Apr	Mar	Apr	May	Jun	Jul
Land-use Database Compilation								
Determine Infrastructure LOS								
Discuss Desired Projects w. Staff								
Review Project Costs & Descriptions								
Review Demand Drivers (Nexus)								
Apply Nexus Distribution Factors								
Review Draft DIF Report with Staff								
Prepare Final DIF Report								
Present DIF Study to Council								

8.4 COST PROPOSAL

Revenue & Cost Specialists proposes the following project costs, with a **NOT TO EXCEED AMOUNT OF $84,480** for the Municipal Fee Study.

Task	Milestones/Deliverables	Hours	Total Cost
Cost Allocation Plan			
Kick-Off Meeting	Informational Meeting	8	1,320
Build Budget and Positions	Schedule of Positions and Budget	24	3,960
Review Central Services/Times	List of Central Services	16	2,640
Develop Allocation Factors	Index of Allocation Factors	16	2,640
Initial Calculation Review	Draft Cost Allocation Plan	8	1,320
Produce Final Cost Allocation Plan	Final Cost Allocation Plan	8	1,320
	Total Cost Allocation Plan	**80**	**$13,200**
User Fee Study			
Develop Service List	Preliminary Service List	16	2,640
Develop Staff Time Allocations	Time Detail Reports	40	6,600
Develop Fully Alloc. Hourly Rates	Fully Alloc. Hourly Rate Reports	40	6,600
Prepare Draft Report	Draft Fee Study Report	40	6,600
Prepare Final Report	Final Report	24	3,960
Public Meetings	Presentations	16	2,640
	Total User Fee Study	**176**	**$29,040**
Development Impact Fee Study			
Preliminary Research		36	5,940
Identify Land-Use Build Out	Land Use Database	24	3,960
Identify Current/Future Needs	Schedule of Capital Costs	60	9,900
Mathematical Nexus Calculation	Spreadsheets of Calculations	40	6,600
Textual Nexus	Draft & Final DIF Reports	80	13,200
Public Meetings	Presentation(s)	16	2,640
	Total Impact Fee Study	**256**	**$42,240**
Economic Model	Included. Not to exceed 16 hours	16	$0
	TOTAL PROJECT COST	**528**	**$84,480**

The above proposal is based on a cost of $165 per hour. The billing rate for any additional work not covered by this proposal would be $195 per hour. Our proposal covers all costs except for the following additional costs that the City may incur:

- Insurance coverage beyond our basic general liability and workers compensation requiring an additional premium. RCS standard coverage includes workers compensation pursuant to state law, comprehensive liability Insurance with a combined single limit coverage of $2,000,000 and professional liability insurance with a combined coverage of $2,000,000.

- Report reproduction beyond identified number of copies of the final reports.
- Meeting attendance beyond those identified in this proposal.

RCS will submit four equal invoices plus any miscellaneous costs from the previous paragraph. The first invoice will be submitted ten days after notice to proceed. Each invoice will be due within 30 days of submission.

Insurance coverage documentation shall be provided to the City of West Covina as required per the RFP within ten (10) calendar days of notification if RCS is successfully selected as the winning proposal.

8.5 EXCLUDED OR SUBCONTRACTED SERVICES

RCS' proposal does not include any work for maintenance district fee calculations, balloting process, nor customer service support.

RCS does not subcontract any of our work.

8.6 LIST OF PROJECTS CONDUCTED

We encourage you to contact our references, and we would be happy to discuss costs and timelines for these projects during our interview. The following are municipal agencies that requested the same components outlined in the City's RFP.

REFERENCES – USER FEES

Jurisdiction	Contact	Title
City of El Segundo	Joseph Lillio (310) 524-2315	Director of Finance jlillio@elsegundo.org
RCS completed a Cost Allocation Plan and Comprehensive Fee Study for the City in 2018. The City Council adopted changes to its fee schedule, including Building fees. RCS is currently contracted to evaluate their Aquatics program and revenue collections procedures.		
City of Lakewood	Jose Gomez (562) 866-9771	Director of Finance & Admin Svcs jgomez@lakewoodcity.org
RCS updated the City's Cost Allocation Plan and User Fees. Lakewood has numerous Internal Services Funds, making the CAP more complex. RCS last updated the City's CAP and User Fees in 2009. Our fee study identified over $1.3 Million in possible new revenues.		
City of Long Beach	Geraldine Alejo (562) 570-5478	Revenue Management Officer Geraldine.Alejo@longbeach.gov
RCS was selected in 2019 to perform a three-year comprehensive update of Long Beach's 2,850 fees, fines and permits.		
City of Santa Barbara	James Hamilton (805) 564-5504	Comm Dev Business Manager JHamilton@SantaBarbaraCA.gov
RCS recently completed a Development Services Fee Study for the City in 2019. The City Council recently adopted changes to its fee schedule, including Building fees.		
City of Santa Clarita	Carmen Magana (661) 255-4997	Admin Services Director cmagana@santa-clarita.com
RCS developed a Cost Allocation Plan and Comprehensive Fee Study for the City most recently in 2014 and has also updated the Cost Allocation Plan in 2011, 2012, and 2013, 2014, 2015, and 2016. RCS has been providing these services for the City since 1995.		

REFERENCES – DEVELOPMENT IMPACT FEES

Jurisdiction	Reference Contact
City of Atascadero (805) 470-3400	Rachelle Rickard, City Manager Jeri Rangel, Admin Svcs. Director
Currently under contract to update a prior RCS-conducted SDF/DIF Report and Master Facilities Plan. RCS has also provided assistance in calculating specific impact of a number of development proposals.	
City of Chino (909) 334-3414	Nick Liguori, Community Development Director
Completed the City's DIF Calculation and Nexus Report and comprehensive 320 project Master Facilities Plan in 2018. RCS has enjoyed a 28-year relationship with the City having first calculated the City's initial DIF Calculation in 1989 and has since undertaken a number of updates. Chino's DIF Nexus Report is based upon the City facing an additional 16,250 dwelling units and 23.0 million square feet of commercial space.	
City of Selma (559) 891-2205	Isaac Moreno, Assistant City Manager/Finance Director
RCS staff generated the City's first DIF Report and has undertaken a number of updates since that time. The City's most recent RCS Update was used to demonstrate to the State of California of the City's capability of providing infrastructure and service capacity while increasing its housing stock by 175% and its business square feet by 340%.	
City of Ontario (909) 395-2000	Scott Murphey, Planning Director
Ontario is also a long-term RCS client with RCS conducting its first full-infrastructure DIF Nexus Report and two major updates. The City DIF Calculation and Nexus Report supports the doubling of the size and population of the City within the Ontario Ranch Specific Plan area boosting the City's housing by 59,000 dwelling units (150% increase) and its business square feet by 100,000,000 (71% increase).	

CLIENTS SERVED

USER FEE STUDY/COST ALLOCATION PLAN

Carpentaria-Summerland Fire District
Chino Valley Independent Fire District
City of Alhambra
City of Antioch
City of Arcadia
City of Atascadero
City of Azusa
City of Banning
City of Barstow
City of Bend, OR
City of Beverly Hills
City of Big Bear Lake
City of Brea
City of Buena Park
City of Carlsbad
City of Carmel-by-the-Sea
City of Carpentaria
City of Carson
City of Ceres
City of Chino
City of Claremont
City of Coachella
City of Concord
City of Corona
City of Cotati
City of Cudahy
City of Desert Hot Springs
City of Diamond Bar
City of Dinuba
City of Dublin, Ohio
City of El Cajon
City of El Segundo
City of Elk Grove
City of Eureka
City of Folsom
City of Fontana
City of Foster City
City of Fountain Valley
City of Fullerton
City of Glendale
City of Glendora
City of Goodyear, Arizona
City of Hemet
City of Hermosa Beach
City of Hesperia
City of Highland
City of Huntington Beach
City of Kennewick, WA
City of La Canada-Flintridge
City of La Habra Heights
City of La Mirada

USER FEE STUDY/COST ALLOCATION PLAN (continued)

City of La Palma
City of La Puente
City of Lake Elsinore
City of Lake Forest
City of Lakewood
City of Lancaster
City of Lathrop
City of Lawndale
City of Lemoore
City of Lincoln
City of Lindsay
City of Loma Linda
City of Long Beach
City of Los Altos
City of Lynwood
City of Mammoth Lakes
City of Manhattan Beach
City of Marina
City of Menifee
City of Merced
City of Milpitas
City of Monrovia
City of Monterey
City of Moreno Valley
City of Morgan Hill
City of Morro Bay
City of Needles
City of Norwalk
City of Oakdale
City of Oceanside
City of Ontario
City of Oroville
City of Oxnard
City of Palm Desert
City of Palm Springs
City of Palmdale
City of Pasadena
City of Peoria, AZ
City of Pico Rivera
City of Pismo Beach
City of Pittsburg
City of Pomona
City of Port Hueneme
City of Porterville
City of Rancho Cucamonga
City of Rancho Palos Verdes
City of Red Bluff
City of Redlands
City of Redlands
City of Rialto
City of Richmond
City of Ridgecrest
City of Riverside

USER FEE STUDY/COST ALLOCATION PLAN (continued)

City of Rocklin
City of Salinas
City of San Clemente
City of San Gabriel
City of San Juan Capistrano
City of San Marino
City of San Rafael
City of Sanger
City of Santa Clarita
City of Santa Monica
City of Santa Paula
City of Scotts Valley
City of Seal Beach
City of Seaside
City of Selma
City of Shafter
City of Sierra Madre
City of Simi Valley
City of Solana Beach
City of South Gate
City of South Lake Tahoe
City of South Pasadena
City of Springville, UT
City of Stockton
City of Suisun City
City of Taft
City of Thousand Oaks
City of Tracy
City of Tulare
City of Turlock
City of Upland
City of Villa Park
City of Vista
City of West Covina
City of West Jordan, UT
City of Westminster
City of Yuba City
City or Rancho Mirage
Coachella Valley Assoc of Gov't
Contra Costa County
County of Cobb, GA
County of Contra Costa
County of San Bernardino
County of Tulare
Imperial County
Oceanside Harbor District
Orange County Fire Authority
Orange County Vector Control District
Placer County Water Agency
Riverside County Transport. Comm.
San Bernardino Assoc. Gov't

USER FEE STUDY/COST ALLOCATION PLAN (continued)

South Jordan City, UT
Town of Apple Valley
Town of Los Gatos
Town of Mammoth Lakes
Town of Truckee
Ventura County Fire District

IMPACT FEE STUDY

Antelope Valley Fire District
Apple Valley Fire District
Barstow Fire District
Bridgeport Fire District
Brigham City Corporation, UT
Carpentaria-Summerland Fire District
Chalfant Public Services (Fire) Protection District
City of Alhambra
City of Anaheim
City of Atascadero
City of Baldwin Park
City of Barstow
City of Big Bear Lake
City of Calimesa
City of Chino
City of Coachella
City of Colton
City of Corona
City of Desert Hot Springs
City of Folsom
City of Gilroy
City of Glendale
City of Gonzales
City of Grand Terrace
City of Greenfield
City of Hemet
City of Highland
City of Huntington Beach
City of Jurupa Valley
City of King City
City of Laguna Hills
City of Lemoore
City of Loma Linda
City of Menifee
City of Monterey Park
City of Morgan Hill
City of Murrieta
City of Needles
City of Newport Beach
City of North Ogden, UT
City of Oceanside
City of Ontario
City of Orange
City of Oroville
City of Paso Robles
City of Petaluma
City of Pismo Beach

IMPACT FEE STUDY (continued)

City of Rancho Cordova
City of Reedley
City of Rialto
City of Riverside
City of San Bernardino
City of Santa Paula
City of Scotts Valley
City of Sedona, AZ
City of Selma
City of Sierra Madre
City of Thousand Oaks
City of Tracy
City of Tulare
City of Wheatland
City of Whittier
County of Monterey Sheriff's Department
County of San Bernardino
Feather River Recreation and Park District
June Lake Fire District
Lake Havasu City, AZ
Long Valley Fire District
North Central Fire District
SANBAG
South Jordan City, UT
South Ogden City, UT
Town of Apple Valley
Town of Mammoth Lakes
Town of Paradise
Town of Truckee
Washington Terrace City, UT
West Jordan City, UT
Wheeler Crest Fire District

MISCELLANEOUS PROJECTS

Brigham City Corporation, UT – Closed Indian School Use Conversion
City of Azusa – Plan Check/Inspection Process Review
City of Beverly Hills – Rent Stabilization Fee
City of Colton – Electric Utilities Collection Procedural Manual
City of Corona – Communications Repeater Cost Financing
City of Corona – Interstate 15 Area Public Safety Facility Financing
City of Fontana – General & Departmental Overhead Plan
City of Garden Grove - Internal Service Fund Balance Study
City of Hemet – Supplemental DIF, Public Peril Report

MISCELLANEOUS PROJECTS (continued)

City of Los Altos – Existing DIF Review
City of Milpitas – Business License Ordinance Review
City of Needles – Development Agreement Assistance
City of Pico Rivera – Business License Ordinance Review
City of Port Hueneme – Revenue Search Report
City of Redlands – Street Sweeping Rate Study
City of San Bernardino – Verdemont Area Financing Analysis
City of San Clemente – Business License Review
City of Santa Paula – General Plan Element
City of Seaside – Hayes Housing Development Service Demands
City of South Lake Tahoe – Transfer of Custody Cost Verification
City of Westminster – Productivity Measurement Module
Lake Havasu City, AZ – Capital Financing Plan
Los Angeles Fire/Police Retirement System – Fiscal Review
San Bernardino County – Special District Office Finance Review
South Jordan City, UT – Business Regulation Costing
Town of Windsor – Long Range Capital Financing Plan

8.7. ABOUT RCS

HISTORY

RCS (Taxpayer ID No. 330787781) was founded in 1980 by two former City Managers and a Finance Director who, after the passage of Propositions 13 and 4, discovered that user fees were a legal option to recover lost municipal revenues. Forty-one years later, Revenue & Cost Specialists continues its focus on cost allocation and user fee calculation services.

After the passage of AB 1600 in 1988, our company added impact fee calculation services to help municipalities finance public facility expansion. In those early years, RCS principals published articles and presented at conferences on how user fees and impact fees worked.

By the mid-1990s, RCS was a company with 25 employees, yet we were not happy with the business model. We strategically downsized, and the remaining four principals focused on service delivery, no longer worrying about revenue growth or competing market shares. Now, RCS principals commit resources to client satisfaction and long-term relationships. To this day, RCS continues to thrive through repeat business, referrals and references. As a small business, RCS takes only a handful of new clients each year, allowing us to spend substantial time with them.

In 2000, RCS created Government Software Systems to develop robust costing software that serves fee calculation needs better than spreadsheets. Our company has provided additional services to municipalities that include long-range financial planning, accounting procedures and utility rate studies.

In 2021, RCS celebrates its 41st year in business and is looking forward to another 41 years of partnering with municipalities.

QUALIFICATIONS

RCS' four principals make up the Limited Liability Company, which has been financially stable since the company started. Combined, RCS principals have over 100 years of experience in cost allocation plans and fee studies and served over 250 municipalities. We have provided these services to a wide array of public agencies, from the smallest special district to larger and more complex cities and counties. Though based in Orange County, we engage in projects throughout the State of California.

RCS principals specialize in:

- User Fee Studies
- Cost Allocation Plans
- Development Impact Fee Studies
- Special studies and reports supporting municipal financing management

These specializations allow RCS to focus on every aspect of municipal fees and be the best of what we do. We are confident in our project time estimates and do not respond to RFPs when the project workload would exceed our capacity. We have suggested new fees that are not common practice throughout the state and have challenged and removed municipal fees that were not defensible. We have assisted municipalities in streamlining their fee-based processes.

All RCS principals have prior city experience, serving as analysts, managers or directors. We are all knowledgeable in fund accounting, department structures and municipal services. We stay current on pending financial and legal issues that challenge municipalities. All principals are comfortable speaking with city staff at all levels, drafting reports and resolutions, and presenting to the public, stakeholders and City Council members.

RCS principals perform all studies in a professional and expedient manner and do not rely on junior staff to perform these vital tasks with our clients. We also don't rely on status memos because we will be at City Hall quite often to tell you in person how the project is going.

Eric Johnson, President, has streamlined and perfected the process of CAP and User Fee Study engagements. With over 30 years and hundreds of studies completed, Eric has created a superior process that demands little of city staff time while obtaining maximum results. Eric quickly understands complex city services and how to calculate fees for them. He relates well with elected officials because he responds with candor and brevity. If you speak to any of Eric's prior or current clients, they will tell you how easy the process was.

Chu Thai, Vice President, joined RCS after 22 years of municipal experience. As a budget manager and finance director, Chu has successfully coordinated user fee increases, impact fee increases, utility rate increases and tax ballot measures. His experience helps clients avoid the unseen perils that jeopardize municipal projects. After project completion, Chu leaves behind well-documented reports and spreadsheets for City staff. The focus of his career has been to improve cities' financial stability and implement operational effectiveness and efficiencies in local government.

Scott Thorpe, Senior Vice President, joined RCS in 1985. Before that, he spent 13 years at the cities of Chula Vista, Covina, Anaheim and Brea, serving in various roles within the city manager's offices. Scott performed user fee studies for several years, transitioning to development impact fees when AB 1600 went into effect. He has written articles laying out the fundamentals of impact fees, and his work has generated tens of millions in fee revenues for cities.

Rick Kermer, Partner, was one of the founders of RCS. Rick used his CPA and audit experience to build cost allocation and user fee spreadsheets and software that passes rigorous analysis and reporting accounting standards. Rick's work is the foundation of all the fee study work offered today. He is now semi-retired, taking only a handful of projects each year.

RCS has one office, located at 1519 E. Chapman Avenue, Suite C, Fullerton. Eric Johnson and Chu Thai will have primary responsibility for managing the comprehensive citywide fee and charges rate study for the City of West Covina. Please contact Eric at (714) 992-9027 or Eric@revenuecost.com and Chu at 714-992-9024 or Chu@revenuecost.com with any questions.

PROJECT TEAM

We make the commitment to each client that only an RCS principal will be actively involved in all aspects of the project, from proposal submission, through on-site meeting coordination, Council adoption and project wrap-up.

While all RCS principals have independently worked on projects before, Eric Johnson and Scott Thorpe would be primarily involved with the user fee and impact fee studies, respectively. Chu Thai will work behind the scene, focusing on data validation, calculations and report development.

Eric, Scott and Chu will all be involved in the kick-off meeting, and coordinate the interviews with departmental staff, reviewing of the draft reports with department heads, and presentation of the final report to the City Council.

RCS can assign additional specialists to the project, for their expertise, maintenance of the proposed schedule or to maintain to assure continuance of the quality of the product. For continuity, only RCS principals will interact with City staff, as our specialization and expertise in fee studies allow City staff to focus on other City functions. We thoroughly understand and are involved in every phase of the fee study, and will advise City staff when necessary.

Resumes for the RCS project team are included in this proposal on the following pages.

Eric S. Johnson
President

EDUCATION
Bachelor of Arts in Political Science - University of Redlands

AFFILIATIONS
California Society of Municipal Finance Officers

Government Finance Officers Association

Mr. Johnson serves as President of Revenue & Cost Specialists with over 30 years of professional knowledge in cost recovery model and user fee studies. He focuses on providing a positive experience for RCS clients, which minimizes staff interruptions yet still produces a comprehensive, defensible study that is adopted by the governing board.

Municipal Experience

City of Redlands – Redevelopment Intern (1987-1989)

Relevant Project Experience

City of Carmel-by-the-Sea – Comprehensive Fee Study: RCS completed a Comprehensive Fee Study for the City in 2016 and most recently in 2020. The City Council reviewed and approved fee recommendations.

City of City of La Habra Heights – Cost recovery model and Comprehensive Fee Study: Mr. Johnson developed a Cost recovery model and Comprehensive Study for the City in 2018. The City Council reviewed and approved fee recommendations.

City of Lancaster – Cost recovery model and Comprehensive Fee Study: Mr. Johnson developed a Cost recovery model and Comprehensive Fee Study for the City most recently in 2006, 2009 and 2014. He also updated the Cost recovery model in 2010, 2011, 2012, 2016, and 2019.

City of Diamond Bar – Cost recovery model and Comprehensive Fee Study: Mr. Johnson developed a Cost recovery model and Comprehensive Fee Study in 2017. The City Council is currently reviewing the fee recommendations.

City of San Bernardino Municipal Water – Cost recovery model and Comprehensive Fee Study: Mr. Johnson developed a Cost recovery model and Comprehensive Fee Study for the Water Agency in 2016 and 2019. Review of the Fee recommendations by the Water Board is upcoming.

Scott Ian Thorpe
Senior Vice President

EDUCATION
Bachelor of Arts in Public Administration – San Diego State University

Master of Public Administration - California State University Fullerton

AFFILIATIONS
California Society of Municipal Finance Officers

Government Finance Officers Association

Mr. Thorpe has been with RCS since 1985, and built his career and reputation on the proper establishment of development impact fees. His early publications helped shape the foundation of calculating and implementing impact fees. Scott has produced studies from small, single-use developments to large, master-planned communities, throughout California, and is actively involved in all aspects of the projects, from kick-off, through Council adoption, and beyond fee collection and reporting.

Municipal Experience

City of Brea – Management & Budget Manager
Developed budget preparation and management information reporting systems. Established personal computer operations including acquisition, placement, and maintenance of all equipment to initial and on-going employee training. Created a comprehensive legislative program for reviewing all federal, state, and local legislation.

City of Anaheim – Budget Analyst/Management Operations Auditor
Assisted in the preparation of $350,000,000 annual budget. Provided centralized management support and assistance of line departments with a variety of services including work measurement and management techniques program development, productivity improvement, internal management audits, budget review/analysis, revenue forecasting and auditing, and data processing systems development. Specialized in management assistance to public safety, stadium, convention center and golf operations. Responsible for fiscal, work-unit measurement and management training sessions required of all city management staff.

City of Covina – Administrative Assistant to the City Manager
Performed general program development with significant emphasis on the improvement of the budget process, legislative, public information, and agenda process systems. Conducted a major annexation study and effort.

Scott Ian Thorpe
Senior Vice President

Municipal Experience (continued)

City of Chula Vista – Administrative Aide
Entry level job which involved completion of a City-wide Policy and Procedure Manual, operation reviews of long term fire vehicle equipment purchases and of the municipal bus system stop locations.

Publications

"Financing Capital Improvements", Journal American Water Works Association, August, 1991, pages 50-52

"Impact Fees: Practical Guide for Calculation and Implementation", Journal of Urban Planning and Development, Vol. 18, No. 3, September, 1992, pages 106-118

"The Missing Ingredient in State-Mandated General Plans", Public Management, International City Management Association", March 2014. Pages 21-22.

Other Accomplishments

Charter Oak Unified School District Facility Closure Committee-Board Appointee

Guest Lecturer on various municipal government/management topics at two universities

Chu Thai
Vice-President

EDUCATION
Claremont Graduate University – Completed coursework towards Masters in Public Policy

Cal State Northridge – MA Public Administration

Cal Poly, Pomona – BS in Urban and Regional Planning

AFFILIATIONS
California Society of Municipal Finance Officers (CSMFO – Board Member)

Government Finance Officers Association (GFOA)

International City/County Management Association (ICMA) (Cal-ICMA)

Municipal Information Systems Association of California (MISAC)

Mr. Thai provides multiple aspects to the implementation of user fees, impact fees and utility rates. His experience as a municipal finance officer helps clients reach their goal of fee adoption. Chu keeps current of all legal policies which impact the noticing, calculation and reporting of fees.

Municipal Experience

Impact Fees: Cities of Morgan Hill and Monterey Park
Utility Rates: Cities of Morgan Hill, Beverly Hills, South Pasadena and Monterey Park
User Fees: Cities of Claremont, Morgan Hill, Beverly Hills, South Pasadena and Monterey Park

Director of Management Services, City of Monterey Park, CA

- Managed department of 15 to provide financial planning and reporting, revenue collections, treasury, information technology, telecommunication and support services
- Improved city's revenues through updated user fees, utility rates, and impact fees
- Conducted long-term financial forecasting and analysis
- Streamlined and enforced purchasing process

Administrative Services Director, City of Eastvale, CA

- Managed department providing general accounting, accounts payable, purchasing, payroll, business tax, treasury, IT and communication services
- Updated the City's Investment Policy and strategy
- Developed long-term revenue strategy
- Performed communications audit and reduced expenses by 75%

Finance Director, City of South Pasadena, CA

- Outsourced utility billing and customer service
- Completed $43.4 Million Water Bond Issuance and $12 Million Refunding
- Coordinated the passage of Utility Users Tax Ballot Measure
- Negotiated lease agreements for city property and cell towers

Chu Thai
Vice-President

Municipal Experience (continued)

Budget and Management Officer, City of Beverly Hills, CA

- Managed $400 million citywide budget for 750 full-time employees
- Developed comprehensive capital improvement program
- Developed quarterly performance report presented to the City Council
- Implemented performance-based budget, including goals and objectives
- Updated the city's user fees and utility rates

Budget Manager, City of Morgan Hill, CA

- Managed utility billing, purchasing, business license and accounts receivable functions
- Coordinated IT overhaul, including finance, utility billing and recreation software conversions, standardization, training, disaster recovery and outsourcing.
- Developed pro-formas for proposed aquatics and community centers
- Updated the city's impact fees, user fees and utility rates

Senior Management Analyst, City of Tustin, CA

- Coordinated the City's $80 million operating and CIP budget with all departments
- Managed finance software upgrade, focusing on departmental reports
- Deployed online payment system for utility customers

Management Analyst, City of Claremont, CA

- Assisted in the development of effective parks and recreation programs
- Assisted in the construction and programming of the Claremont Youth Activity Center, Claremont Skate Park and Hughes Community Center
- Coordinated budget and evaluated cost recovery for the department

8.8 PRIMARY BUSINESS

Identify the primary business of the parent company and/or affiliates.

Please refer to 8.6 ABOUT RCS. We combined several sections to provide a comprehensive view about RCS, and minimize our duplication of information.

8.9 SUBSTANTIATED COMPLAINTS AGAINST THE FIRM

Provide any substantiated complaints against the firm in the last five (5) years and any outstanding litigation, if applicable.

RCS does not have any substantiated complaints.

8.10 OFFICERS OF YOUR ORGANIZATION

Identify the office(s) of your organization that will have primary responsibility for managing the Municipal Fee Study.

Please refer to 8.6 ABOUT RCS. We combined several sections to provide a comprehensive view about RCS, and minimize our duplication of information.

8.11 FEE STUDY EXPERIENCE

What is your firm's experience in conducting user fee studies? Identify the studies performed by your firm in the last five years.

Please refer to 8.6 LIST OF PROJECTS CONDUCTED and 8.6 ABOUT RCS. We combined several sections to provide a comprehensive view about RCS, and our experience.

8.12 FIRM DIFFERENTIATION

Comment on other areas that may make your firm different from your competitors.

RCS has been developing user fees for over 40 years, and impact fees since the adoption of 1987's Assembly Bill 1600. RCS principals are all former city employees who now specialize in fee development and analysis.

RCS does not drop off forms and expect City staff to do our work for us. We do not ask City staff to fill out forms, even if the project exceeds the budgeted consulting time.

8.13 CONFLICT OF INTEREST

The firm shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract. Particular attention should be paid to compliance with Government Code section 1090.

RCS does not have any relationship with the City, and present no conflict of interest.

8.14 PROPOSAL EXCEPTIONS

The City standard professional services contract is included as Attachment 1 to this Request For Proposals. The proposing firm shall identify any objections to and/or request changes to the standard contract language in this section.

The City's Professional Services Agreement include language regarding indemnifications which are overly onerous and puts all of the risk on RCS. While we have no issue being responsible for our actions, we can't be responsible for unsubstantiated claims. Therefore, we generally suggest the following indemnification language:

"Consultant shall indemnify the City, its elected officials, officers and employees from any judgements, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, infringement of copyright/patent/trademark, professional errors and omissions, investigative expenses, attorney fees, and court costs arising out of an error, a negligent act, or omission of the Consultant, or the willful misconduct of the Consultant in performing the services described in, or normally associated with, this type of contracted work."

There are multiple indemnification clauses within the City's agreement, and RCS would like to work with the City to update them to mutually acceptable terms.

8.15 QUALIFICATION OF STAFF ASSIGNED

Describe the qualifications of staff proposed for the assignment, position(s) in the firm, and types and amount of equivalent experience. Be sure to include any municipal agencies they have worked with in the past five years and their level of involvement. As previously noted, the Consultant must have a minimum of five (5) years of direct experience preparing DIF studies.

Please refer to 8.6 ABOUT RCS. We combined several sections to provide a comprehensive view about RCS, and minimize our duplication of information.

City of West Covina

Proposal

Municipal Fee Study

August 19, 2021

WILLDAN

Section 1. Cover Letter

August 17, 2021

Ms. Lisa Sherrik, Assistant City Clerk
City of West Covina
1444 West Garvey Avenue S. #317
West Covina, California 91790

Re: Proposal to Prepare a Municipal Fee Study for the City of West Covina

Dear Ms. Sherrik:

Following the extended shutdown of much of the economy due to the COVID outbreak, now more than ever municipalities throughout California are challenged with doing more with less. As cities are faced with limited financial resources to address numerous competing priorities and objectives, they are always striving to maintain high standards of service to their communities. Considering this, it is critical for the City of West Covina ("City") to ensure that its user and impact fees, as well as assessments and charges, have been developed and updated to ensure appropriate cost recovery, so that revenues generated cover the cost of those services to the greatest extent possible. City staff, and ultimately the City Council, need a clear understanding of the applicable standards, service levels and the associated costs.

Willdan Financial Services ("Willdan") possesses the depth of staffing resources and advanced technology necessary to effectively execute the associated volume of work, on time and within budget, with a focus on responsive service. Willdan is one of, if not the only, leading firms providing the combination of these types of services in California; hence, ***none of the tasks outlined within the RFP Scope of Services will be outsourced to a subcontractor.*** We are the best partner to continue to assist the City with these important services for the reasons detailed below.

Experience with the City of West Covina — Since 1993, Willdan has provided financial consulting services to the City, including annually administering special districts/charges, developing the most recent Cost Allocation Plan and User Fee Study, including both the original Cost Allocation Plan and an update completed last year, preparing Recognized Obligation Payment Schedules ("ROPS") and Owner Participation Agreement ("OPA") calculations for Community Facilities Districts, and arbitrage rebate services. Through this work, our staff has gained firsthand knowledge of the City enhancing our understanding of local issues and challenges. We will leverage our knowledge of your operations and key staff, as well as existing assessments, user fees and related policies, to facilitate and expedite the proposed Municipal Fee Study. This engagement will be conducted in a cost-effective and efficient manner; focusing less time on data gathering and more on analysis, thus allowing City staff to focus their time on direct City operations.

Completion of Concurrent Tasks/Projects — Due to the wide range of project/service types identified within the City's RFP, it is feasible that multiple assignments could be underway in tandem. Due to the breadth and depth of Willdan's staff and experience, this type of situation would not be an issue for our firm. Willdan as a whole employs over 1,300 individuals nationwide, allowing for access to sufficient staffing and other resources to ensure compliance with the City's budget and scheduling requirements.

We are excited about this opportunity to continue to serve the City of West Covina. To discuss any aspect of our proposal please contact me; the contact information requested within the RFP has been provided below. As a Vice President of Willdan Financial Services, I am authorized to bind the firm to the terms of this proposal, as well as the subsequent agreement.

Sincerely,
WILLDAN FINANCIAL SERVICES

Chris Fisher, Vice President, Group Director
27368 Via Industria, Suite 200, Temecula, CA 92590 | Tel #: (951) 587-3528 | Email: cfisher@wildan.com

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Section 2. Project Summary

The City of West Covina ("City"), located within the County of Los Angeles, is part of the eastern San Gabriel Valley, covering approximately 16 square miles. It is a largely residential city, with a population of approximately 106,000, and a large commercial section along the Interstate 10 corridor. The City is a full service, general law city, consisting of eight departments and operating under a Council-City Manager form of government. A full range of municipal services are offered including police and fire, street maintenance and repair, building and engineering, planning, and parks and recreational activities.

The City has released a Request for Proposal ("RFP") for a Municipal Fee Study, to undergo a comprehensive review and evaluation of existing user fees, development impact fees and assessments/charges. Willdan views this as a three-pronged engagement consisting of the following analyses.

- ***User Fee Study*** to ensure that the City's fees for user-requested services have been developed and updated to ensure maximum appropriate cost recovery, so that the revenues generated by these fees cover the cost of services to the greatest extent possible, including the costs of both direct services and indirect overhead support.
- ***Development Impact Fee Study*** to support the implementation of fees charged to developers that ensure they pay their fair share of facilities impacts generated by new development, and that these fees are technically defensible and supported with appropriate assumptions and analysis as required by the *Mitigation Fee Act.*
- ***Assessment Engineering Services*** to verify that existing assessments and charges, as well as the future stability of the City's maintenance assessment districts and the Citywide Sewer Service Charge are appropriately addressed, as well as fair, equitable and consistent with the applicable legislative authority to provide such improvements and the provisions of the California Constitution (Proposition 218). This segment of the engagement is slated to also include preparing the Engineer's Reports, submitting the tax roll levy to the Los Angeles County Auditor Controller, and serving as the primary point of contact for property owner inquires.

Specific to the User Fee Study, Senior Project Manager Tony Thrasher and Senior Analyst Priti Patel will draw upon their prior experience working with the City on the 2017 study, as well as the 2016 Cost Allocation Plan, which was subsequently updated in 2020. It is also important to note that Willdan's District Administration Services ("DAS") group currently administers the assessments/charges identified within the RFP, beginning in fiscal year 2017/2018. DAS Project Manager Chonney Gano and her team have the necessary data (Engineer's Reports, resolutions, budgets property data and improvement information) on hand. They will be able to focus less time on data gathering and more on analysis and timely completion of the engagement. Furthermore, City staff ***will not be required*** to fulfill a lengthy data request if Willdan is selected to prepare the proposed Municipal Fee Study.

To properly manage the City's multi-faceted engagement Group Director Chris Fisher has been selected to serve in the role of Engagement Director due to his extensive experience specific to cost-of-service studies and special district formation and administration, as well as managing multi-disciplinary teams. Mr. Fisher will serve as the City's main point of contact throughout the duration of this engagement. His primary responsibilities will include planning, overseeing, supporting and coordinating the project team, and maintaining client contact and satisfaction through each segment of the proposed engagement. Due to the diversity of the analyses requested, a project manager for each project segment has been designated and they will report to Mr. Fisher.

Willdan possesses specific expertise advising our clients on the advantages and disadvantages of different fee schedule alternatives/assessment structures (citywide versus multiple-fee districts/zones, more versus fewer land-use categories, etc.) and methods of fee calculation and benefit assessment analysis. This work is built on gaining a full understanding of the client's objectives and priorities, and taking into consideration stakeholder input and concerns, and ultimately providing solutions which can be implemented in compliance with Proposition 26 and Proposition 218.

Our record of success within the industry provides assurance of the professionalism and capability we will bring to this engagement. Willdan has extensive experience with the range of user and development impact fees charged in the region and the state, and the typical pros, cons and challenges of each, both in implementation and management. A key component in the establishment of development impact and user fees, as well as assessment methodologies, is the incorporation of policy objectives. Our experience with so many other cities, including several in the San Gabriel Valley area, allows us to provide insight into fee-setting policy based on that work, as fees and assessments are crafted and implemented for West Covina.

For over 30 years we have been at the forefront of innovative approaches to special district formation, administration and re-engineering within the State of California, our methods and approaches will continue to support the City's practical requirements. The Willdan team will bring its expertise to the City's process of considering financial, practical and policy issues in updating applicable municipal fees for the future.

Section 3. Methodology

Contained within this section is Willdan's proposed approach and timeline to prepare a Municipal Fee Study for the City. A separate work plan and timeline has been provided for the following segments of this project.

- User Fee Study
- Development Impact Fee Study
- Assessment Engineering Services

Willdan team members will draw upon prior experience working on the City, specifically the 2017 User Fee Study, 2020 Cost Allocation Plan ("CAP") and annual administration of special assessments and charges, to prepare the proposed Municipal Fee Study.

Each work plan, described in detail by task, explains how the task will be accomplished and identifies associated meetings and deliverables. We want to ensure our scope provides quality and clarity and is responsive to the City's needs and specific local circumstances. We will work in concert with the City to adjust the scope(s) as needed during the course of this engagement.

Furthermore, Willdan will rely on the validity and accuracy of the City's data and documentation to complete the proposed Municipal Fee Study. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

User Fee Study

To comprehensively update fees, the City should develop a user fee schedule that accurately accounts for the demand and true cost of providing services, including direct and indirect costs. To complete this a comprehensive review of City processes and staffing is completed, and a user fee model developed to complete the necessary analysis and arrive at fee recommendations. Once the study is complete, the model must be flexible so that the City can add, delete, and revise fees in the future.

Approach

Our approach to preparing the user fee study and documentation for the City includes:

- Close coordination with your staff to devise a consensus approach. Different programs and/or different service delivery methods will necessitate different approaches. We will discuss specific pros and cons with City staff as we determine which methods work best for each fee category;
- Strict adherence to key legal and policy issues with regard to user fees, including the percent of cost recovery that the City seeks to achieve. A user fee shall not be set higher than the reasonable cost of providing a fee-generating service. Our approach provides you with a fee schedule that achieves maximum legal cost recovery while ensuring that each fee is supported by technically defensible documentation; and
- Technical analysis necessary to ensure State compliance, and to anticipate and resolve potential policy issues using a combination of industry standards as well as City specific methods.

User Fee Study Work Plan

Task A.1:	Initial Document Request
Objective:	Initial due diligence; obtain study-related data.
Description:	Prior to the kick-off meeting, we will obtain and review relevant documentation to further enhance our understanding of the services, fees, and rates to be studied. A written request for data will be sent to the City. Please note that Time Survey data is not part of this request and will be gathered during the on-site interviews described in Task A.5.

We will request information and documentation on current fees and fee programs, activity levels, and budget and staffing information (to the extent not already available) related specifically to programs and activities which have associated fees, and for which the City has this level of detail.

Deliverables: **Willdan:** Submit information request to City.

City: Provide requested data to Willdan (prior to Task A.3, Kick-off Meeting/Refine Scope). Willdan will follow up to confirm receipt of requested data and information and highlight data elements that are outstanding.

Task A.2:	Compile Inventory of Current and Potential Fees

Objective: Identify a schedule of fees and methodology for calculating the fees.

Description: Based on the results of the initial document request and independent research, update the model previously prepared for the City with existing fee information, provided by the City, to comprise the parameters of the fee study.

Meetings: It is possible that a conference call with the City may be necessary to discuss new fees to implement or existing fees that may no longer be required.

Deliverables: **Willdan:** One draft list of current fees based on initial data provided (to be discussed and finalized during the kick-off call).

City: Review completed fee schedule with comments/revisions to be discussed during the kick-off meeting.

Task A.3:	Kick-off Conference Call / Refine Scope

Objective: Confirm goals and objectives for the User Fee Study. Identify and resolve policy issues typically raised by this study, address gaps in data, and refine appropriate existing or new fee categories (based on Task A.2).

Description: Verify our understanding of the City's goals, the City's cost-recovery policy for user fees, and to fill any gaps in data/information necessary for the project. It is important for the City and Willdan to identify and address any foreseeable problems and maintain open communication throughout the process.

During this call, we will ask that the City identify a project manager who will serve as the primary contact for this particular study. The project manager shall have responsibility for ensuring that all available data is provided in a timely manner, thereby maintaining adherence to the project's schedule.

Meetings: One project kick-off call to initiate the entire project, discuss data needs, and address policy issues.

Deliverables: **Willdan:** 1) Revised project scope and schedule (if needed); and 2) brief summary of policy decisions (if needed).

City: 1) Provide further data needs; and 2) determine/introduce City's project manager.

Task A.4:	Develop User Fee Model

Objective: Develop and test model.

Description: This task involves the development of the model ultimately used to calculate the departmental fees, based on data and information gathered in previous tasks and during the Time Survey Interviews described in Task A.5. ***As much as possible the new fee model will be based on or expand on the model created for the 2017 User Fee Study.***

Key model inputs will include staff and allocated overhead costs per position based upon the latest CAP completed by Willdan for the City in 2020, and relevant budget data on salaries and benefits. We will request clarification and/or additional data if necessary and review the 2020 CAP to determine if updates are necessary based on changes since its completion.

The fee model will provide an allocation of administrative and overhead costs to fee related activities and departments providing services to customers, so that fees and billable rate schedules incorporate applicable costs. Furthermore, the fees and rates charged to customers will also reflect the cost of the services being provided, to the extent possible given policy and/or political considerations.

Deliverables: **Willdan:** One user-friendly model in Microsoft Excel format, which, when finalized, City staff can use to calculate fee changes annually, or as often as deemed appropriate by the City Council.

Task A.5:	Time Survey Interviews and On-site Information Gathering

Objective: Meet with City staff to complete Time Surveys and understand service delivery processes.

Description: In order to assist staff with the completion of the survey worksheets, we will schedule two full days of on-site (or web) meetings with staff; however, the number of meetings needed may vary depending on the number of staff and departments involved.

The Willdan Team will conduct interviews with supervisors/managers, as well as other staff, as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by City staff to provide each of the services for which a fee is collected.

The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. These full costs are also compared to current cost recovery levels. This will allow Willdan and City staff to conclude with a final meeting to review the draft full cost recovery fees, and adjust any times as necessary once all information has been compiled and input into the fee model. We will schedule the interviews with staff to minimize any disruption to their normal workflow.

Meetings: Two full business days of meetings/staff interviews. In light of ongoing public health mandates associated with COVID-19, we will discuss with the City whether these meetings need to be conducted via WebEx or Zoom. We have been using these tools during the course of the shutdowns and they have proven effective and successful.

Deliverables: **Willdan and City:** Time surveys and draft full cost recovery fees.

Task A.6:	Common Fees Comparison

Objective: Examine select user fees charged by up to five comparable cities in Los Angeles County or jurisdictions that are similar to the City.

Description: We will access and use our knowledge of other jurisdictions to benchmark the City's five most common fees or highest yielding fees with comparable jurisdictions to be mutually agreed upon between the City and Willdan.

Fee schedules are rarely readily or directly comparable from agency to agency due to definitional and operational differences. For example, a grading permit in one jurisdiction may include the plan check service, while the same permit in another jurisdiction may not, resulting in similar sounding services with widely varying costs. For this reason, Willdan takes a selection of the City's most commonly used and/or highest yielding fees.

The survey will contain the following, a comparison of common or similar fees and charges used by the City and other jurisdictions; current and proposed fees and charges unique to the City; fees and charges used by other public entities not currently used in the City; and If possible, identify characteristics and processes unique to the City that account for significant variances in fees and charges used by other jurisdictions.

Deliverables: **Willdan:** Recommendations and findings from this particular task will incorporated into the report identified within Task A.8.

Task A.7:	Data Analysis and Final User Fee Schedule
Objective:	Incorporate information obtained from staff surveys to fully develop model.
Description:	We will update the model, based on information received during the surveys, to generate a comprehensive user fee schedule. In addition, it is very common that a supplemental data request may be necessary, based on new fees identified that the City is not currently collecting. If appropriate, we will suggest and discuss with staff alternate approaches to existing fee programs (i.e. building fees) and suggest potential areas where fees could be collected where they are not currently. We will present the full cost recovery level for fees, both current and projected under the new calculated fees, and revenue projections given certain assumptions about the levels of subsidy for different fees. Current levels of cost recovery will be compared to actual full costs calculated during the course of this study. Cost will be calculated at reasonable activity levels and include all appropriate direct and indirect costs and overhead. We will review fee programs for compliance with Propositions 218 and 26 in developing the fee schedule, and will make recommendations for new fees where appropriate, based on our experience with other cities. Some areas for new fees may be due to changes in law (legalized cannabis), or for activities that the City finds itself performing regularly but for which no fee is collected. Where possible, we will incorporate discussion of the City's economic development policies, and where these may intersect with fee programs, for instance setting fees in a manner that encourages certain activities. We will also evaluate deposit-based fees for recommended improvements, deposit levels, or other suitable structures. The user fee data analysis and model development may take three to four weeks with frequent correspondence with City staff to discuss current cost recovery amounts, necessary to recover full cost and frequency activity.
Meetings:	One meeting, as necessary, to gather additional input, complete analysis and finalize the fee schedule.
Deliverables:	Final user fee model for City Council presentation and discussion.

Task A.8:	Prepare and Present Draft Report
Objective:	Prepare draft report.
Description:	This task involves the preparation of the draft report that discusses the study's background, the methodologies utilized, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The calculations used to generate the user fee study will be included textually, as well as in easy-to-understand tables. Individual fee summaries by department and a comprehensive fee schedule will be included. The draft report will include the following: ▪ Key results and findings; ▪ Basic descriptions of each service; ▪ The full cost of each service and current cost recovery levels; ▪ Costs broken down graphically into indirect and direct components, with a graphic display of the level of cost recovery; ▪ Fee recommendations with associate levels of cost recovery; ▪ Projections of potential fee revenue; ▪ Assessment of reasonableness of each City costs;

- Review of reasonableness of current consultant cost structure (for Building Division services);
- As appropriate, recommend alternative methodologies for building permit fee calculation; and
- Summary and recommendations.

The objective of the report is to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.

Meetings: One conference call with City staff, to present draft results address questions and receive feedback.

Deliverables: **Willdan:** Draft report for City review and comment.

City: Review of draft report, with comments and edits.

Task A.9:	Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption

Objective: Review of draft report and fee model.

Description: The goal of this task is to conduct an in-depth review of the draft report and model, incorporate feedback and changes as a result of previous discussions, and arrive at an optimum fee structure. Often through the course of an engagement, City staff will volunteer insightful likes and dislikes regarding the existing fee structure. We listen to this feedback carefully because your staff members know the community best. Comments usually revolve around issues of:

- Understandability;
- Fairness to applicants;
- Ease of calculation;
- Appropriate levels of cost recovery; and
- Full cost recovery hourly rates.

When adjusting fee recovery levels, we believe it is important to address these concerns.

Following one round of comments on the draft report and feedback from City staff, we will prepare the final report for presentation to the City Council.

Meetings: One online demonstration (WebEx) to review the report and model, with any revisions.

Deliverables: Draft report, revised draft /final report.

Task A.10:	Prepare and Present Final Report/Instruct Staff on Model

Objective: Prepare and present final report to City Council. Instruct staff on the operation and use of the model for future modifications.

Description: This task is the culmination of the entire project. Based on staff comments received regarding the draft report, we will prepare the final report for presentation.

Also provide on-site training to City staff so that future model updates can be prepared annually in-house.

Meetings: One meeting with City Council to present the results and adopt the updated fee schedule. One meeting in conjunction with City staff and local Building Industry Association (BIA) staff to present findings, explain the approach and address questions. We will also provide staff instruction on the operation and use of the model on the same day, during regular business hours.

Deliverables: Provide one electronic PDF file copy of the final report and models; and, if requested, provide two bound copies, and one unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD/ROM.

Development Impact Fee Study

To ensure accurate accounting of the true costs of potential development and to the comply with the *Mitigation Fee Act (California Government Code 66000 to 66025),* it is the City's desire to undergo a development impact fee study. It is anticipated that the following facilities will be part of this analysis.

- Police
- Park
- Public Works
- Fire
- Administrative

The purpose of this study is to ensure a fair and reasonable fee structure, while meeting the requirements of the *Mitigation Fee Act.* The resulting fees will fund new development's share of planned facilities, while not overburdening development with unnecessary costs. It is also understood that the engagement will include the identification of other supporting infrastructure (i.e. equipment, vehicles, etc.) or other operational services that could be included in the fee program, or updated, to ensure the costs of such supporting infrastructure are paid by new development.

To accomplish this objective, this study will:

- Develop technically defensible fee justifications, based on the reasonable relationship and deferential review standards;
- Review and update facility standards, capital facilities plans and costs and development and growth assumptions;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results, including findings required by the *Mitigation Fee Act*.

Development Impact Fee Approach

Willdan's methodology for calculating public facilities fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing.

Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in an impact fee study include:

- **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- **Identify facility standards:** Determine the facility standards used to plan for new and expanded facilities;
- **Determine facilities required to serve new development and their costs:** Estimate the total amount and cost of planned facilities and identify the share required to accommodate new development; and
- **Calculate fee schedule:** Allocate facilities costs per unit of new development to calculate the public facilities fee schedule.

Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input.

Program Implementation

Fee programs require a certain level of administrative support for successful implementation. Our final report will include recommendations for appropriate procedures, such as:

- Regularly updating development forecasts;
- Regularly updating fees for capital project cost inflation;
- Regularly updating capital facility needs based on changing demands;
- Developing procedures for developer credits and reimbursements; and
- Including an administrative charge in the fee program.

Required City Data

We will work with the City to identify data regarding existing land uses, development projections and other demographic assumptions needed for the study. We anticipate that much of this information will come from the City's General Plan, but we will also identify other sources that can be used in the analysis. We will require the City to provide us with a facility inventory of owned City facilities, by anticipated fee category, and planned capital facilities, by fee category for any facility category that the City wishes to investigate.

Development Impact Fee Work Plan

Willdan will consider and recommend modifications to the existing program structure, cost components and fee amounts. In addition to the facilities for which the City presently charges fees, the study shall identify and recommend other potential impact fees consistent with the City's goals and objectives.

Task B.1:	Identify and Resolve Policy Issues
Objective:	Identify and resolve policy issues raised by the study.
Description:	Review agency documents related to existing capital planning policies and funding programs including existing impact fees. Bring policy issues to the attention of City staff, as appropriate, during the project and seek guidance prior to proceeding. Potential policy issues include: ▪ Potential new impact fees for consideration; ▪ Adequacy of General Plan and other public facility planning policies (e.g. level of service standards); ▪ Impact fee ordinances and resolutions, and prior nexus studies; ▪ Availability of existing public facility master plans and Capital Improvement Plans ("CIPs") to identify needed facilities; ▪ Types of facilities to be funded by each fee; ▪ Land use categories for imposition of fees; ▪ Nexus approach to determining facility standards; ▪ Nexus approach to allocating cost burden among land uses, including need for separate fee zones; ▪ Potential alternative funding sources, if needed; ▪ Funding existing deficiencies, if identified; and ▪ Implementation concerns and strategies.

Meeting:	One meeting to initiate the Impact fee study, discuss data needs, and begin discussion of applicable policy issues.
Deliverables:	Information requests; revised project scope and schedule (if needed); and brief summary of policy decisions (if needed).

Task B.2:	Identify Existing Development and Future Growth

Objective: Identify estimates of existing levels of development and a projection of future growth consistent with the current planning policy.

Description: Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task B.3). Include entitled development that would be exempt from the fee program.

Consult with City staff to identify growth projections to a defined long-range planning horizon (10 to 30 years). Projections provide a basis for determining the facilities needed to accommodate growth (see Task B.4). Consider projections from regional metropolitan planning agencies and other available sources. City staff to provide estimates and projections by zone if needed.

Develop approach for converting land use data to measure of facility demand. For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage. Select appropriate approach for each impact fee based on:

- Available local data on facility demand by land use category;
- Approaches used by other agencies; and
- Support for other agency policy objectives.

Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Obtain approval of estimates and projections from City staff prior to proceeding.

Task B.3:	Determine Facility Standards

Note: Conduct Tasks B.3, B.4, and B.5 separately for each intended facility and fee type. Conduct tasks concurrently because of the effect of facility standards (Task B.3), facility needs (Task B.4), and alternative funding (Task B.5) on the fee calculation.

Objective: Determine standards to identify facilities required to accommodate growth.

Description: Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of: 1) adopted policy standards (e.g. General Plan, master facility plans); 2) standards derived from existing facility inventories; or 3) standards derived from a list of planned facility projects. City staff to provide policies, inventories and project lists.

Task B.4:	Determine Facilities Needs and Costs

Objective: Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.

Description: Quantify total planned facilities based on growth projection from Task B.2 and facility standards from Task B.3. Express planned facilities in general quantities such as acres of parkland, or as a specific list of capital projects from a master facility plan.

Location of planned facilities may or may not be specified. If only a general description of planned facilities is available through the planning horizon, City staff to provide a list of specific capital projects for use of fee revenues during the short term (e.g. five years).

Distinguish between facilities needed to serve growth (that can be funded by impact fees) and facilities needed to correct existing deficiencies (that cannot be funded by impact fees). Use one of the three cost allocation methods (existing inventory, system plan, or planned facilities).

Gather planning-level data on new facilities costs based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent City experience, local market data such as land transactions, and consultant team experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices.

This scope of work does not include additional engineering analysis to identify total facility needs, existing deficiencies, or cost estimates.

Task B.5:	Identify Funding and Financing Alternatives
Objective:	Determine the extent of alternative (non-fee) funding available for new facilities.
Description:	If impact fees are going to fund a capital project only partially, the *Mitigation Fee Act* requires the agency report on the anticipated source and timing of the additional funding every five years. There are two types of alternative funding sources that we will identify: 1. Funding from non-impact fee sources to correct existing deficiencies; and 2. Funding from new development other than impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities. Identify anticipated alternative funding based on information from City staff, or note that funds are still to be identified based on a list of probable funding alternatives. If fees will fund debt service include financing costs in the total cost of facilities.

Task B.6:	Prepare Infrastructure Improvement Plan
Objective:	Prepare an Infrastructure Improvement Plan (IIP) to help establish planning priorities for anticipated capital projects.
Description:	Utilizing the City's existing public facility master plans and the 10-Year Capital Improvement Plan, Willdan will prepare an IIP documenting the costs of infrastructure, improvements, real property, financing, other capital and associated appurtenances, equipment, vehicles, furnishings, and other eligible items that are associated with meeting future needs necessary for public services as allowed per state statutes.
Deliverables:	Infrastructure to be included in the final report.

Task B.7:	Prepare Comparison Survey
Objective:	Provide a comparison of the current and proposed impact fees to those of comparable/surrounding jurisdictions.
Description:	To ensure reasonableness, consistency and feasibility, the preparation of a comparison survey can be beneficial. The survey identifies similar development impact fees charged by surrounding and comparable cities. Typically, an analysis of impact fees charged to a series of prototype developments (such as residential, retail, etc.) in order to provide an "apples to apples" comparison, but the exact methodology will be set in consultation with the City. This comparison will be limited to five other jurisdictions.
Deliverables:	Findings from the survey will be detailed in a memorandum and can be provided in tabular or other format for inclusion in City documents such as a staff report.

Task B.8:	Calculate Fees and Prepare Report
Objective:	Provide technically defensible fee report that comprehensively documents project assumptions, methodologies and results.
Description:	Generate fee schedule to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks. Prepare draft report tables for City staff to review that document each step of the analysis, including a schedule of maximum justified fees by facility type land use category. Following one round of comments from City staff on the quantitative analysis and fee schedules, prepare the administrative draft report. Following one round of comments on administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. Prepare final report, if necessary, based on one round of comments received on the public draft report. If requested, post report on our website for public access. Provide legal counsel with copies of fee resolutions and ordinances used by other jurisdictions.
Meetings:	Three meetings: one meeting to review the initial project results; one Council meeting to present the draft study report; and one public hearing to present the final report to Council for adoption.
Deliverables:	Draft report tables, administrative draft report, public draft report, final report (if needed), and slide presentation (if needed).

Assessment Engineering Services

To ensure the future financial stability of existing maintenance assessment districts and the Citywide Sewer Service Charge, the City seeks the services of a professional consultant to calculate and summarize the maximum justifiable fees to be assessed. The assessments to be analyzed as part of this assignment are listed below, as well as the legislative statute authorizing the levy and the approximate parcel count is identified as well.

- Citywide Lighting & Maintenance District – established per the 1972 Act; comprised of approximately 25,775 parcels
- Citywide Sewer Service Charge – established pursuant to Section 38902 of the Government Code; comprised of approximately 25,204 parcels
- Maintenance District No. 1 – established pursuant to the 1911 Act; comprised of approximately 845 parcels
- Maintenance District No. 2 – established per the 1911 Act; comprised of approximately 723 parcels
- Maintenance District No. 4 – established per the 1972 Act; comprised of approximately 3,230 parcels
- Maintenance District No. 6 – established per the 1972 Act; comprised of approximately 238 parcels
- Maintenance District No. 7 – established per the 1972 Act; comprised of approximately 380 parcels

These findings will be utilized to develop appropriate or necessary modifications to the Engineer's Report(s), the structure of the district(s), and the resulting assessments that the City should implement based on current case law and legislative authority. The clarity and documentation of benefit findings contained within an Engineer's Report is a critical factor for supporting annual special benefit assessments.

It is important to note that the assessments for Maintenance District No.'s 1 and 2 cannot likely be re-engineered due to the legislative act that authorizes the levy. Regardless, Willdan will review the assessments and methodology in order to document findings and recommendations.

Since the establishment of the assessments/charges it is important to recognize that recent court cases have had a profound impact on how assessments are structured, and these court cases must be carefully considered for the establishment of any new or increased assessment being presented to property owners. Even a simple assessment for local improvements requires a more extensive evaluation of general benefit and support of the special benefit

findings than may have been necessary in the past. The requirement of a "special" benefit finding, distinct from a "general" benefit identified in Proposition 218 and recent case law (California Supreme Court and Appellate Court findings since 2008), have created a greater emphasis on separating and quantifying these benefits for all assessments, particularly new and increased assessments.

Since many assessment formulas might not withstand the heightened scrutiny that is likely to result from these recent court cases, identifying and quantifying special and general benefits has become a more essential part of an Engineer's Report. The clarity and documentation of benefit findings in the Report is a critical factor for supporting annual special benefit assessments; and while some zones/districts may be operating at a deficit under the current assessment formulation, a re-engineering of those assessments that is consistent with these court decisions may in fact determine that the deficits are attributable to general benefit and cannot be recovered by the assessments. However, even if this is the case identifying and quantifying those costs will strengthen the defensibility of the assessments proposed.

To ensure that the existing assessments, as well as the future financial stability of the maintenance districts, are appropriately addressed, the City desires to undergo an evaluation outlining compliance with the applicable legislative act, in this case either the Landscaping and Lighting Act of 1972 or the 1911 Act, as well as Proposition 218. The evaluation will conclude with recommendations specific to a potential assessment increase. The goal is to carefully review and evaluate the improvements and services being funded and identify appropriate or necessary modifications to the Engineer's Report(s), the structure of the maintenance district(s) and/or assessments that the City should implement based on current case law and legislative authority, including but not limited to:

- Reorganization and restructuring of the district;
- Modified cost allocations (budget adjustments, including identifying and quantifying general benefit costs, and/or improvements that are funded or could be funded by other revenue sources);
- Redistribution of costs (changes in the method of apportionment);
- Long term cost recovery (inflationary adjustments and rehabilitation programs);
- Expanded or enhanced documentation of the improvements, costs and benefits (updated reports); and
- Noticing and balloting for new or increased assessments.

Assessment Engineering Work Plan

The following outlines our proposed work plan to prepare the methodology and calculations for each specified maintenance district, as well as the sewer service charge, as identified within RFP Section 7.7. The objective of this particular assignment is to ensure the financial stability and integrity, as well as that of the assessments/charges being proposed. Furthermore, Willdan's District Administration Services group will continue to annually administer the assessments/charges outlined herein per the terms outlined within the Professional Services Agreement for Assessment District Engineering Services dated March 17, 2020, ending on March 16, 2023. If necessary, a copy of this contract can be provided upon request.

Phase I: Benefit Assessment Analysis

Task C. 1:	Project Kick-off Meeting
Objective:	The primary objective of this task is to establish effective lines of communication and identify additional documents or information that the City may need to provide specific to this project.
Description:	We propose to kick-off the project by holding a meeting to discuss the various elements of the project and fully develop the overall strategy and course of action to address the City's needs, as well as how this particular assignment differs or replaces prior direction to undergo Proposition 218 services specific to these assessments. This meeting should include all City staff members that will be directly involved in the various phases of this project. This meeting will likely include specific discussions of the City's priorities; legal and political considerations; budget information; and availability and access

to pertinent documentation and improvement information. This meeting will also serve to identify any specific issues or special circumstances associated with the existing District.

It is anticipated that the majority of the pertinent documentation and improvement information will already be available on Willdan's network.

Meetings: One kick-off meeting with City staff to discuss and clarify project .

Deliverables: A revised timeline (schedule of events), if necessary, can be prepared and provided to the City.

Task C.2:	Establish Improvement Matrix and Budget Model

Objective: Develop an overall matrix of the districts and the specific improvements for which properties are assessed (special benefit nexus).

Description: As a result of recent court cases it is more critical than ever to fully identify and quantify the improvements and facilities that are being maintained to support both the special and general benefits associated with those improvements. Willdan will work closely with City staff to develop a comprehensive listing, description and available maps of improvements, services and facilities that are currently funded or could be funded by each district. We will work with the City to identify and quantify the location and extent of those various improvements, as well as their relationship to the properties being assessed and/or properties outside the district boundaries that may benefit from the improvements or facilities.

To initiate and expedite this task, it would be beneficial for the City to provide GIS or AutoCAD maps of the improvements. However, if these are not available it may be necessary for the City to provide a detailed listing and description of the improvements for each district, including the location of each improvement area being maintained and the extent and condition of the improvements. If this information is not readily available, it may be necessary for the City to research and provide copies of the original tract maps and improvement plans for the district, so this information can be incorporated into our budget modeling program to develop a comprehensive budget. As well as enhance the improvement description in the corresponding Engineer's Report, if necessary.

Task C.3:	Review Assessment Methodology

Objective: Review the existing assessment documentation, improvements and specifications for each district. Evaluate various factors that must be considered for compliance and application of special/general benefit. As warranted, develop an expanded discussion of benefit findings (general versus special), to support an appropriate and defensible assessment methodology, based on the provisions of the California Constitution and current case law.

Description: Utilizing the provided budget information; improvement descriptions and specifications; related diagrams and maps; and other supporting documentation and information provided by the City, we will review the existing benefit nexus between the improvements provided and the properties within each district. We will ensure the benefit nexus is consistent with the California Constitution, specifically focusing on the identification and separation of special and general benefits as it relates to recent court decisions. The relationship between specific improvements and the properties within each district will be closely evaluated as well as any benefits that may be attributable to other properties or the public at large.

Deliverables: A summary of our findings, recommendations and conclusions from our review and analysis in this task will be incorporated into the Technical Memorandum, see Task C.6.

Task C.4:	Develop Proposed Budget and Assessments

Objective: Prepare a comprehensive annual budget for each district, in order to achieve maximum cost-to-benefit equity for each of the properties, as well as ensure the long-term financial stability of the maintenance and improvements.

Description: Work with City staff to develop appropriate and comprehensive annual budgets for the maintenance and servicing of the various improvements. The budgets will be developed utilizing the City's current budget information and Willdan's budget modeling software that utilizes standard per unit costs for calculating annual and long-term maintenance expenses associated with the improvements. The development of the budgets will incorporate specific cost estimates provided by the City, including:

- Estimates of periodic maintenance expenditures;
- Long-term repair and rehabilitation needs based on the current condition of the improvements and estimated useful life;
- Any known capital improvement repairs or rehabilitation expenditures needed in the near future;
- Administration expenses; and
- Any other funding deemed appropriate to provide the improvements.

The proposed budgets prepared will be comprehensive and identify the full cost of providing the improvements. In addition, each budget will also identify costs considered to be general benefit (if any), current assessment revenues, available fund balances, and current City subsidies, as well as funding needs that may not be currently addressed or funded. The goal of these budgets is to accurately depict the true funding requirements to provide the improvements and demonstrate the need for new or increased assessments (revenue shortfall) or potential reductions in levels of service if the proposed assessments are not approved.

Deliverables: The updated budgets will be incorporated into the Technical Memorandum prepared as part of Task C.6.

Task C.5:	Develop Funding Models for Revised Assessments

Objective: Develop an assessment methodology model and identify resulting potential assessments and key issues for consideration.

Description: In order to quantify the best options for implementing potential changes to each district and the corresponding assessments, it will be necessary to identify potential issues (legislative and benefit); identification of shared or like improvements and services; and variations in the current assessment methodologies and assessment rates that may be warranted for those improvements and services.

Utilizing the list of improvements and benefit evaluation addressed in the previous tasks, Willdan will review and develop an appropriate assessment model for each district and will discuss with the City and recommend changes that affect the assessments. The goal of this evaluation and assessment modeling is to identify:

- Issues related to the legislative authority to provide the various improvements (i.e. districts formed pursuant to a particular legislative Act that fund improvements not specifically authorized by that Act);
- Improvements and/or services for which the cost allocations may require modification to meet the more stringent special and general benefit requirements of current case law;
- An overall sense of the City's proportional general benefit obligation for the various improvements and services;

- Potential issues related to special benefit or inconsistencies in the application of special benefit (inconsistencies in the assessment methodology); and
- A general sense of the assessment changes that may be associated with any proposed changes in the assessment methodology or benefit allocations.

Meetings: One conference call to discuss these preliminary findings and recommendations.

Deliverables: A summary of our findings, recommendations and conclusions from our review and analysis in this task will be incorporated into the Technical Memorandum, prepared as part of Task C.6, if any significant changes to the current assessment methodology or cost allocations are identified.

Task C.6:	Prepare Technical Memorandum & Strategy Meeting

Objective: Provide the City with a memorandum summarizing the benefit assessment analysis and budget model. We will outline the options to the City so that they are comfortable with the recommendations and can make an informed decision regarding next steps.

Description: Prepare and provide the City with a memorandum summarizing any proposed changes to the method of apportionment or cost allocations, the proposed budgets, assessments and descriptions that are considered necessary or appropriate for the City's review and consideration. This document will focus on identifying key changes to each district (if any), the proposed assessment to be balloted and costs that the City will be obligated to fund if any.

After delivery of the memorandum, we propose to participate in strategy meeting with key City staff to discuss the findings and recommendations outlined within the document and finalize the desired approach and modifications. In addition to finalizing the approach, we will discuss next steps and potentially prioritize the districts to be balloted for new/increased assessments. We will also discuss the timeline to implement these strategies.

Meetings: One strategy meeting with City staff to discuss and finalize the findings and recommendations outlined in the Technical Memorandum.

Deliverables: Technical memorandum summarizing and identifying the various findings and recommendations that are deemed appropriate or necessary in order to identify the next steps associated with this project.

Phase II: Documentation of New Assessments

It is anticipated that the next steps associated with the remainder of this engagement will be determined in conjunction with City staff during the strategy meeting slated for the end of Task C.6. It is likely that some districts will require greater modifications or assessment increases than others and, as part of that strategy meeting, a priority list and tentative schedule will be developed to address new/increased assessments for each district. Generally, the special district(s) facing the greatest need is given the highest priority for pursuing new or increased assessments, but they often require greater public outreach efforts and therefore may not be the first balloted for new or increased assessments. Furthermore, based on our estimate of the time and effort that will be necessary to complete Phase I of this segment of the project, and the time and effort often required for public outreach, we anticipate that for fiscal year 2022/2023 only those districts with minimal modifications and/or assessment increase may be targeted for property owner ballot proceedings (usually done before the annual proceedings). Those districts that require more extensive modifications or assessment increases will likely be addressed and balloted in fiscal year 2023/2024 or even subsequent fiscal years.

Regardless of whether or not it is decided to pursue new or increased assessments within select districts or in none, Willdan may recommend that updated Engineer's Reports be prepared for specific district(s) in order to strengthen the defensibility of the district structure and assessments and/or as the basis for pursuing new or increased assessments in the future.

The following identifies the second segment of this engagement for your reference. Once next steps have been determined with City staff as part of Task 7, a revised Phase II scope of services, and the corresponding fee, will be provided for review/approval.

Task C.7:	Prepare Engineer's Report(s)
Objective:	Preparation of the Engineer's Report for each district to be balloted based upon work completed in prior tasks that meets the goals and objectives of the City.
Description:	Based on findings and results from Phase I, prepare an Engineer's Report that integrates the budget for the services to be provided by the City, the method of apportionment and benefit analysis, and assessment roll data. The report, prepared under the requirements of the applicable legislative statute and in compliance with Proposition 218, will be the basis for the assessment ballots and notices to be mailed to the property owner(s). The Engineer Report will contain the following: ▪ A comprehensive description of improvements and services to be provided; ▪ Description of the respective district and/or zones and the parcels therein subject to the benefit assessment; ▪ The amount of the proposed assessment (budget showing the costs and expenses of services including administrative costs and incidentals); ▪ The basis and schedule of the assessment (method of apportionment, benefit analysis, cost of living increase language, Consumer Price Index (CPI) and assessment range formula); ▪ Assessment diagrams; and ▪ Proposed assessment roll for upcoming fiscal year (maximum assessments to be balloted).
Deliverables:	One draft version of the Engineer's Report for review by City staff prior to submittal to the City Council for approval.

Task C.8:	Draft Resolutions
Objective:	Prepare drafts of the necessary resolutions required for the re-engineering of the district(s).
Description:	Draft the necessary resolutions for the City Council meeting utilizing the format traditionally utilized in the past. We anticipate that the following resolutions will be necessary. **Intent Meeting (two [2] resolutions):** ▪ Resolution Initiating Proceeding; and ▪ Resolution of Intention (preliminarily approves the proposed assessments outlined in the Engineer's Report; sets the Public Hearing date; and calls for mailed ballots). **Public Hearing (three [2] resolutions):** ▪ Resolution declaring results of the balloting; ▪ Resolution approving the Engineer's Report, confirming the assessments and ordering the levy and collection of assessments.
Deliverables:	A total of four (4) resolutions will be required for the City Council's approval. The first two are for the initial City Council meeting, also referred to as the Intent Meeting. The second set are for the Public Hearing. Draft resolutions will be delivered to City staff for review and comment prior to final versions being prepared and delivered for the City Council agendas.

Task C.9:	Attend City Council Intent Meeting
Objective:	Attend the initial City Council session.
Description:	Attend the initial City Council session to be available to answer questions regarding the Engineer's Report(s) and relating to the adoption of the resolution(s) necessary to initiate the proceedings.
Meetings:	One (1) City Council meeting initiating the re-engineering process and calling for the Public Hearing.

Phase III: Ballot Proceedings

Task C.10:	Prepare Notices and Ballots
Objective:	Prepare the necessary notice for the Public Hearing and the assessment ballot, in compliance with Proposition 218.
Description:	Prepare the required notice for the Public Hearing and the assessment ballot to be mailed to property owners. Draft copies will be sent to City staff and City counsel for review and comment prior to finalization of the documents. The notice and ballot will be tailored so as to specifically address the assessments per individual proposed parcel.
Deliverables:	The draft notice and ballot will be delivered to City staff for review and comment prior to final versions prepared for mailing.

Task C.11:	Print and Mail Notices and Ballots
Objective:	Print and mail the approved notice and ballot.
Description:	Upon adoption of the first two resolutions during the Intent Meeting, print and assemble the notice and ballot for mailing. The notice and ballot will be double sided, to save printing and postage costs. A return #9 envelope will be included for the property owner to mail back the assessment ballot to the City Clerk. Return postage will not be included. The notice and ballot will be delivered via first class mail. The ballot will contain instructions to return directly to the City Clerk and to not be opened until the close of the Public Hearing. Mailing of the notice and ballot will be done a minimum of 45 days prior to the Public Hearing date as set in the resolutions from Task C.8.

Task C.12:	Public Hearing and Ballot Tabulation
Objective:	Attend the Public Hearing to answer questions and to assist the City Clerk with an independent tabulation of the returned ballots.
Description:	Attend the Public Hearing to be available to answer questions and to assist the City Clerk with tabulation of the returned ballots. Upon the close of the Public Hearing, the City Clerk will be directed to open the ballots received, and upon completion of the tally, announce the results either at the same Council session or the next regularly scheduled session (depending on the number of ballots to be tabulated). The ballots may be opened and tallied by the City Clerk with the assistance of the consultant but must be opened and tabulated in a public venue. Ballot results will be tallied in a database that identifies the "yes" votes, "no" votes, and any ballots deemed invalid. Furthermore, upon successful re-engineering of the district the new/increased assessment will be placed on the tax roll on the City's behalf.

Meetings: One City Council session for the Public Hearing.

Deliverables: Ballot tabulation results.

Phase IV: Public Outreach *(Optional)*

Community outreach and education efforts can involve a variety of mechanisms and tools. Depending on the extent of the proposed assessment changes the City may wish to implement, a more concentrated outreach effort (that could include radio spots, newspaper releases or enhanced graphic designs for property owner mailings), may be necessary to garner support for the new/increased assessments which would require the City to retain the services of a public relations firm. If the City chooses not to retain additional public relations assistance, Willdan can at the City's request assist with coordinating and scheduling of basic public outreach efforts that do not require a public relations firm.

Outlined below are services that Willdan can provide for this particular engagement.

Task C.13:	Public Outreach Strategy Meeting
Objective:	The objective of this discussion is to review and determine which outreach mechanisms and tools are necessary for each district associated with the proposed assessment engineering project.
Description:	We propose a meeting to discuss the various public outreach elements necessary to garner support for the proposed new/increased assessments. This discussion will also include the development of an overall outreach strategy and course of action.
Meetings:	One conference call with City staff, usually scheduled sometime prior to the City Council Intent Meeting.

Task C.14:	Develop and Mail Informational Piece/Property Owner Meeting Invitation
Objective:	Develop and mail an informational piece that may also serve as an invitation to any scheduled property owner workshops.
Description:	In cooperation with the City, Willdan will prepare and mail an Informational Piece/Invitation to each affected property owner as part of an overall education effort. Generally, such mailers are intended to provide property owners with basic information about the district and the increased assessment(s) but may also be used to invite affected property owners to one or more scheduled workshops. For this engagement we propose a single straightforward informational piece that will convey the significance and reasons for the new/increased assessment in an easy-to-understand format, as well as provide the time and place of any workshops to discuss the proposed assessments. This mailing would likely be a tri-fold format, double-sided, printed with one color. However, a more elaborate mailer utilizing multi-colors and/or graphics can be created if the City so desires. We propose the Informational Piece/Invitation be mailed to property owners after the Intent Meeting but prior to ballots being mailed. If the City desires to schedule property owner workshops, those workshops are often times scheduled prior to the ballots being mailed, which will extend the time between the Intent Meeting and Public Hearing.
Deliverables:	A draft of the Informational Piece/Invitation will be provided to City staff for review and comment prior to mailing. Once these documents are finalized; print, process and mail the informational mailer.

Task C.15:	Property Owner Workshops
Objective:	Provide property owners with background information to assist them in making informed decisions about the new/increased assessments.
Description:	As needed, attend one or more scheduled property owner meeting/workshops, acting as technical support to City staff to answer questions and provide information related to the calculation of the proposed assessment and the improvements they fund; as well as to describe the balloting process. Generally, an effective communication tool is to conduct at least one (1) property owner workshop prior to the notices and ballots being mailed.

City Responsibilities – Assessment Engineering Services

To assist the Willdan Team, the City will provide the following information and/or services:

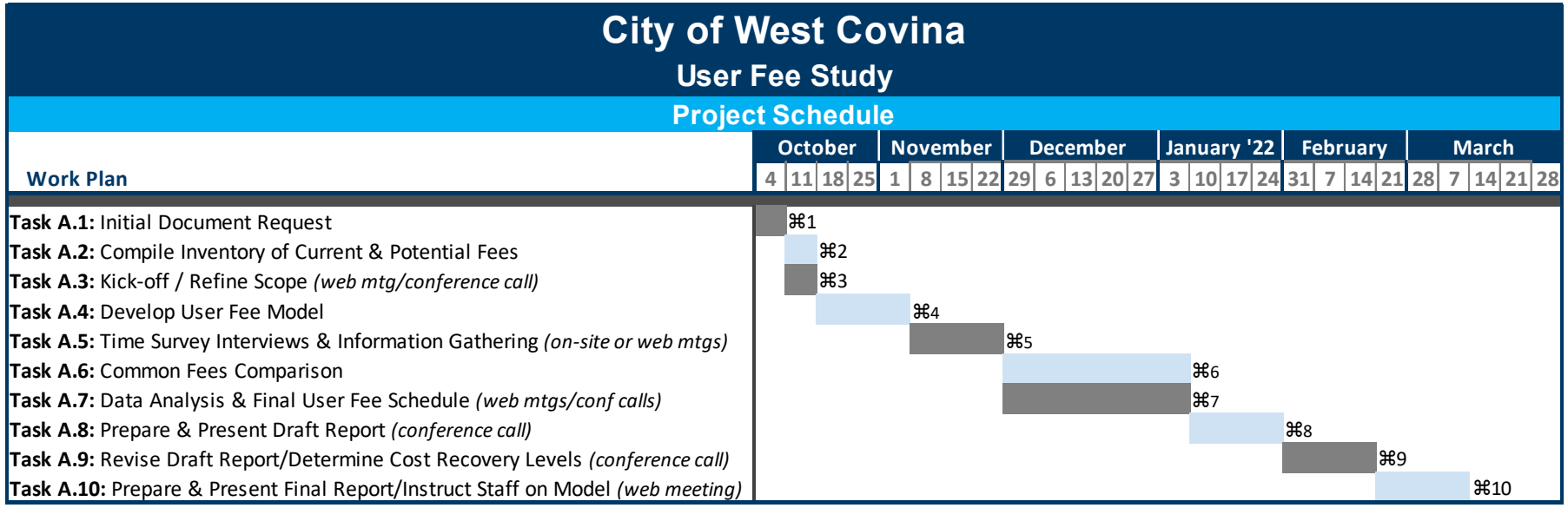
- Information regarding current improvements being funded by each existing district, including GIS shape files.
- Detailed description of the improvement budget and associated expenditures and revenues specific to the improvements, services and/or facilities, particularly those improvements and facilities that may not be currently funded by a maintenance district but could be incorporated. Provide (as needed) pertinent budget information, including estimated maintenance costs, replacement costs, other capital expenditures, City overhead, and available funding from other sources that can be used to offset costs.
- Various maps or diagrams (either electronically or in hardcopy) of the existing or potential improvements and facilities.
- Review and provide feedback/approval on internal memos, staff reports, and other supporting documents, prepared by Willdan, which are necessary for City Council agendas.
- Review the technical memorandum, Engineer's Report, and other documents drafted by Willdan before the final documents are prepared and submitted for the Council packets. This review is usually performed by department staff but may include the City Attorney. Requested changes shall be submitted to Willdan in writing.

Project Schedules

Willdan understands time is of the essence for the City to begin the Municipal Fee Study. A separate schedule for each segment of this engagement is included herein and were drafted with the Council contract approval date of September 21, 2021 in mind. These schedules can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on the schedule.

To complete our tasks, we will need the cooperation of City staff. It is suggested that a key individual be assigned to each segment of the project, in order to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will coordinate responses to requests for information; coordinate review of work products; and help resolve policy issues.

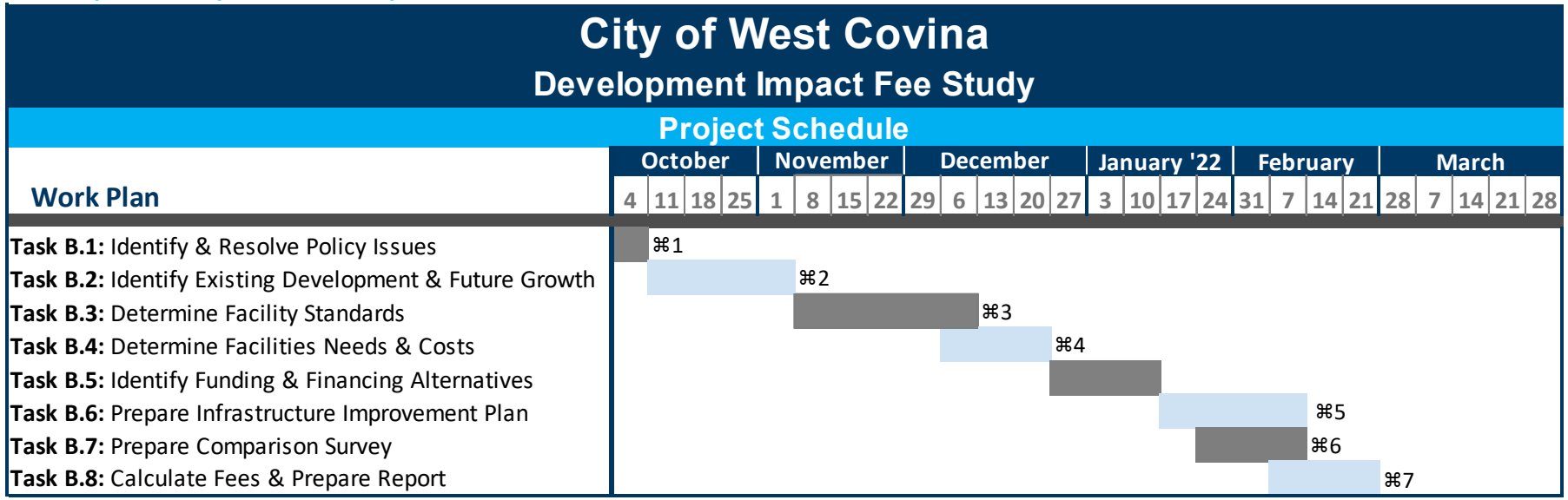
User Fee Study



Deliverables:

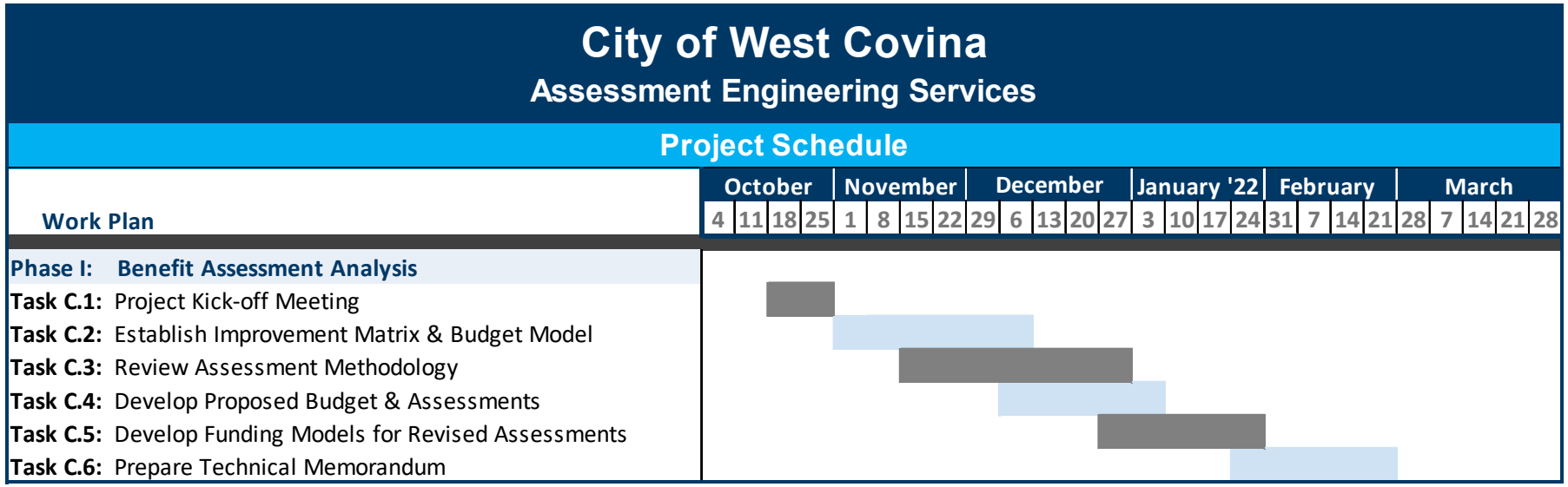
- ⌘1: Information Request
- ⌘2: Draft List of Current Fees
- ⌘3: Revised Project Scope & Schedule *(if needed)*
- ⌘4: User-friendly Model in Microsoft Excel
- ⌘5: Time Surveys & Draft Full Cost Recovery Fees
- ⌘6: Common Fee Comparison
- ⌘7: Draft Fee and Rate Model Review
- ⌘8: Draft Report
- ⌘9: Revised Draft Report/Final Report
- ⌘10: Final Report – Hard & Electronic Copies

Development Impact Fee Study



Assessment Engineering Services

The timeline below is specific to the preparation of a Benefit Assessment Analysis, Phase I of the proposed Assessment Engineering Services. Please note that a timeline will be provided for subsequent tasks after the City's review of the Technical Memorandum and strategy meeting to discuss the findings and recommendations, as well as determine next steps.



Section 4. Fee Schedule

Outlined herein is a budget for each segment of the Municipal Fee Study engagement as a whole. The following apply to the Municipal Fee Study in its entirety.

- Willdan will invoice the City monthly based on percentage of project completed. Unless instructed otherwise, each project will be invoiced separately.
- Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.

User Fee Study

Willdan proposes to prepare a ***User Fee Study for the City for the fixed fee of $28,890.*** It is important to note, the cost of preparing the user fee study can be included in the resulting new fee schedule. Therefore, over time, the City can recover the initial outlay of funds that was required to complete the study.

City of West Covina
User Fee Study

Fee Proposal

		C. Fisher Principal-in-Charge	T. Thrasher Project Manager	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	Total	
		$ 250	$ 185	$ 125	$ 210	Hours	Cost
Work Plan							
Task A.1:	Initial Document Request	-	1.0	1.0	-	2.0	$ 310
Task A.2:	Compile Inventory of Current & Potential Fees	-	1.0	2.0	-	3.0	435
Task A.3:	Kick-off / Refine Scope	1.0	1.0	2.0	-	4.0	685
Task A.4:	Develop User Fee Model	-	6.0	16.0	1.0	23.0	3,320
Task A.5:	Time Survey Interviews & Information Gathering	2.0	12.0	12.0	-	26.0	4,220
Task A.6:	Common Fees Comparison	1.0	4.0	16.0	-	21.0	2,990
Task A.7:	Data Analysis & Final Fee and Rate Schedule	2.0	12.0	40.0	1.0	55.0	7,930
Task A.8:	Prepare & Present Draft Report	2.0	4.0	12.0	1.0	19.0	2,950
Task A.9:	Revise Draft/Determine Cost Recovery Levels	1.0	8.0	16.0	1.0	26.0	3,940
Task A.10:	Prepare & Present Final Report/Train Staff on Model	2.0	6.0	4.0	-	12.0	2,110
Total Hours & Cost – User Fee Study		**11.0**	**55.0**	**121.0**	**4.0**	**191.0**	**$ 28,890**

Development Impact Fee Study

Willdan proposes to prepare a ***Development Impact Fee Study for the fixed fee of $52,050.*** This study will include the following facilities police; parks; public works; fire and administrative.

City of West Covina Development Impact Fee Study Fee Proposal		J. Edison Project Manager	C. Villarreal Task Manager	Total	
		$ 240	$ 165	Hours	Cost
Work Plan					
Task B.1:	Identify & Resolve Policy Issues	12.0	22.0	34.0	$ 6,510
Task B.2:	Identify Existing Development & Future Growth	8.0	24.0	32.0	5,880
Task B.3:	Determine Facility Standards	10.0	28.0	38.0	7,020
Task B.4:	Determine Facilities Needs & Costs	10.0	26.0	36.0	6,690
Task B.5:	Identify Funding & Financing Alternatives	10.0	28.0	38.0	7,020
Task B.6:	Prepare Infrastructure Improvement Plan	12.0	30.0	42.0	7,830
Task B.7:	Prepare Comparison Survey	4.0	16.0	20.0	3,600
Task B.8:	Calculate Fees & Prepare Report	12.0	28.0	40.0	7,500
Total Hours & Cost – Development Impact Fee Study		**78.0**	**202.0**	**280.0**	**$ 52,050**

Development Impact Fee Limitations

- Budgeted for attendance at a total of four in-person meetings with City staff, stakeholders, and City Council. Attendance at more than four in-person meetings shall be billed at our current hourly rates.
- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report, will be classified as additional services, and may require additional billing at our hourly rates. These additional fees shall only take effect once the fixed fee stated above has been exceeded. Examples of additional services include:
  - Additional analysis based on revised assumptions requested by the City, including possible changes in the facilities needs list, infrastructure costs, populations projections, and related data once preparation of draft administrative report has been approved;
  - Negotiations with stakeholders once the report has been prepared (beyond the four meetings included in the proposal); and
  - Time expended related to obtaining data assigned to City under "City Staff Support," as stated in the corresponding work plan.

Assessment Engineering Services

Willdan proposes to perform ***Phase I of the proposed Assessment Engineering Services for the fixed fee of $25,130.*** Please note, that the fees associated with noticing and balloting property owners (Phases II and III of the proposed scope of services included herein) for the Citywide Lighting and Maintenance District and Maintenance Districts No. 4, No. 6 and No. 7 are included within the existing Professional Services Agreement for Assessment District Engineering Services dated March 17, 2020. For the Citywide Sewer Service Charge and Maintenance Districts No. 1 and 2, a revised scope of services (if necessary) and fee proposal will be provided to the City for review and feedback prior to commencing services.

The following table provides a breakdown of the fee for services to carry out Phase I of the Assessment Engineering for the City's six assessment districts and sewer service charge.

City of West Covina
Assessment Engineering
Fee Proposal

	S. Reynolds Project Manager	C. Gano Co-Project Manager	Analytical Support	J. McGuire Tech Advisor	T. Peter Assessment Engineer		Labor
	$165	$145	$130	$200	$211	Hours	Costs
Work Plan							
Phase I: Benefit Assessment Analysis							
Task C.1: Project Kick-off Meeting	1.5	1.5	1.5	1.5	-	6.0	960
Task C.2: Establish/Review Improvement Matrixes & Budget Models	24.0	12.0	-	2.0	1.0	39.0	6,311
Task C.3: Review/Revise Assessment Methodologies	16.5	8.0	-	2.0	1.0	27.5	4,494
Task C.4: Develop/Review Proposed Budgets & Charges	16.5	8.0	-	2.0	1.0	27.5	4,494
Task C.5: Develop/Review Funding Models for Revised Assessments	16.0	8.0	-	2.0	1.0	27.0	4,411
Task C.6: Prepare/Review Technical Memorandums	12.0	6.0	-	2.0	1.0	21.0	3,461
Expenses							1,000
Total Hours & Cost - Assessment Engineering	**86.5**	**43.5**	**1.5**	**11.5**	**5.0**	**148.0**	**$ 25,130**
Note: See flat fees for Propostion services							

Assessment Engineering – Phases II and III

Provided below is a fee breakdown by district if at the end of Phase I it is determined that Phases II and III of the proposed Assessment Engineering work plan are to be pursued. Due to the legislative authority authorizing Maintenance Districts No.'s 1 and 2, it is unlikely that new/increased assessments can be pursued under the current structure.

Furthermore, It is important to note that ***the fees outlined below do not include the cost to print and/or mail notices and ballots.***

City of West Covina
Citywide Lighting & Maintenance District

Fee Proposal

	S. Reynolds Project Manager	C. Gano Co-Project Manager	R. Quaid QA/QC Manager	District Admin Analyst	Total	
Assessment Engineering - Phase II & Phase III	$165	$145	$200	$100	**Hours**	**Cost**
Prepare Modified Engineer's Report	0.0	1.0	0.5	4.0	5.5	$645
Prepare Resolution & Staff Reports	0.0	1.0	0.5	3.0	4.5	545
Attend Public Hearing	1.0	1.0	0.0	1.0	3.0	410
Prepare Notice & Ballot & Mailing Database	1.0	2.0	0.5	6.0	9.5	1,155
Ballot Tabulation	4.0	4.0	0.0	4.0	12.0	1,640
Certify Tabulation Results	2.0	2.0	0.0	2.0	6.0	820
Subtotal Willdan Labor Costs	8.0	11.0	1.5	20.0	40.5	5,215
Expenses						300
Total Hours & Costs - Citywide Lighting & Maintenance District						**$5,515**

City of West Covina
Maintenance District No. 4

Fee Proposal

	S. Reynolds Project Manager	C. Gano Co-Project Manager	R. Quaid QA/QC Manager	District Admin Analyst	Total	
Assessment Engineering - Phase II & Phase III	$165	$145	$200	$100	**Hours**	**Cost**
Prepare Modified Engineer's Report	0.0	1.0	0.5	3.0	4.5	$545
Prepare Resolution & Staff Reports	0.0	1.0	0.5	2.0	3.5	445
Attend Public Hearing	1.0	1.0	0.0	1.0	3.0	410
Prepare Notice & Ballot & Mailing Database	1.0	2.0	0.5	5.0	8.5	1,055
Ballot Tabulation	2.0	2.0	0.0	2.0	6.0	820
Certify Tabulation Results	2.0	2.0	0.0	2.0	6.0	820
Subtotal Willdan Labor Costs	6.0	9.0	1.5	15.0	31.5	4,095
Expenses						200
Total Hours & Costs - Maintenance District No. 4						**$4,295**

City of West Covina
Maintenance District No. 4

Fee Proposal

Assessment Engineering - Phase II & Phase III	S. Reynolds Project Manager $165	C. Gano Co-Project Manager $145	R. Quaid QA/QC Manager $200	District Admin Analyst $100	Total Hours	Total Cost
Prepare Modified Engineer's Report	0.0	1.0	0.5	3.0	4.5	$545
Prepare Resolution & Staff Reports	0.0	1.0	0.5	2.0	3.5	445
Attend Public Hearing	1.0	1.0	0.0	1.0	3.0	410
Prepare Notice & Ballot & Mailing Database	1.0	2.0	0.5	5.0	8.5	1,055
Ballot Tabulation	2.0	2.0	0.0	2.0	6.0	820
Certify Tabulation Results	2.0	2.0	0.0	2.0	6.0	820
Subtotal Willdan Labor Costs	6.0	9.0	1.5	15.0	31.5	4,095
Expenses						200
Total Hours & Costs - Maintenance District No. 4						**$4,295**

City of West Covina
Landscape Maintenance District No. 6

Fee Proposal

Assessment Engineering - Phase II & Phase III	S. Reynolds Project Manager $165	C. Gano Co-Project Manager $145	R. Quaid QA/QC Manager $200	District Admin Analyst $100	Total Hours	Total Cost
Prepare Modified Engineer's Report	0.0	1.0	0.5	2.0	3.5	$445
Prepare Resolution & Staff Reports	0.0	0.5	0.5	1.0	2.0	273
Attend Public Hearing	1.0	1.0	0.0	1.0	3.0	410
Prepare Notice & Ballot & Mailing Database	0.5	1.0	0.5	3.0	5.0	628
Ballot Tabulation	2.0	2.0	0.0	2.0	6.0	820
Certify Tabulation Results	1.0	1.0	0.0	1.0	3.0	410
Subtotal Willdan Labor Costs	4.5	6.5	1.5	10.0	22.5	2,985
Expenses						200
Total Hours & Costs - Maintenance District No. 6						**$3,185**

City of West Covina
Landscape Maintenance District No. 7

Fee Proposal

	S. Reynolds Project Manager	C. Gano Co-Project Manager	R. Quaid QA/QC Manager	District Admin Analyst	Total	
Assessment Engineering - Phase II & Phase III	$165	$145	$200	$100	**Hours**	**Cost**
Prepare Modified Engineer's Report	0.0	1.0	0.5	2.0	3.5	$445
Prepare Resolution & Staff Reports	0.0	0.5	0.5	1.0	2.0	273
Attend Public Hearing	1.0	1.0	0.0	1.0	3.0	410
Prepare Notice & Ballot & Mailing Database	0.5	1.0	0.5	3.0	5.0	628
Ballot Tabulation	2.0	2.0	0.0	2.0	6.0	820
Certify Tabulation Results	1.0	1.0	0.0	1.0	3.0	410
Subtotal Willdan Labor Costs	4.5	6.5	1.5	10.0	22.5	2,985
Expenses						200
Total Hours & Costs - Maintenance District No. 7						**$3,185**

City of West Covina
Sewer Service Charge Protest Hearing

Fee Proposal

	S. Reynolds Project Manager	C. Gano Co-Project Manager	R. Quaid QA/QC Manager	District Admin Analyst	Total	
Assessment Engineering - Phase II & Phase III	$165	$145	$200	$100	Hours	Cost
Prepare Notice/Postcard & Mailing Database	0.5	2.0	1.0	4.0	7.5	$973
Attend Public Hearing	0.0	2.0	0.0	1.0	3.5	390
Subtotal Willdan Labor Costs	0.5	4.0	1.0	5.0	10.5	1363
Expenses						200
Total Hours & Costs - Sewer Service Charge						**$1,563**

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses incurred during the prosecution of the Assessment Engineering portion of the Municipal Fee Study. Examples of reimbursable expenses include, but are not limited to the following: postage; travel expenses; mileage (current federal prevailing rate); maps, electronic data provided from the county and/or other applicable resources; and copying (currently 6¢ per copy).

Any additional expense for reports or from outside services will be billed to the City. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of work above will be at our then-current hourly rates.

In the event that a third party requests any documents, Willdan may charge said party for providing such documents in accordance with our applicable rate schedule.

Section 5. Excluded or Subcontracted Services

Willdan will not require the assistance of subconsultants to conduct the Scope of Services outlined within Spec No. 12-002. We are also ***one of the only firms able to combine user fee, development impact fee and special district administration, formation and re-engineering expertise and experience under one roof,*** without the need to team with sub-consultants – ensuring a seamless coordinated execution of the proposed Municipal Fee Study on behalf of the City.

Section 6. List of Projects Completed

User Fee and Development Impact Fee Project Experience

The table below lists public agencies in which development impact fee and user fee study projects are currently in-progress or have been completed, in the previous five years by members of the project team identified herein. Willdan's cost allocation plan experience is also identified due to its complementary nature to a user fee study.

5-Year Cost of Services Study Experience			
Agency	Impact Fee Study	User Fee Study	Cost Allocation Plan
City of Alameda, CA	◆		
City of Arcadia, CA		◆	◆
City of Aurora, CO		◆	◆
City of Banning, CA	◆	◆	◆
City of Bell Gardens, CA	◆		
City of Bellflower, CA	◆	◆	◆
City of Belmont, CA		◆	◆
City of Blythe, CA		◆	◆
City of Brea, CA	◆	◆	◆
City of Carpinteria, CA	◆		
City of Cerritos, CA		◆	◆
City of Chino Hills, CA		◆	◆
City of Claremont, CA		◆	◆
City of Coalinga, CA		◆	◆
City of Colton, CA			◆
City of Commerce, CA	◆		
City of Compton, CA	◆	◆	◆
City of Corona, CA	◆		
City of Cudahy, CA	◆	◆	◆
City of DeSoto, TX			◆
City of Dinuba, CA		◆	◆
City of El Centro, CA		◆	
City of El Cerrito, CA		◆	◆
City of El Monte, CA	◆	◆	◆
City of Encinitas, CA		◆	◆
City of Fillmore, CA	◆	◆	◆
City of Fountain Hills, AZ		◆	
City of Fremont, CA	◆		
City of Galt, CA	◆		◆
City of Gardena, CA			◆

5-Year Cost of Services Study Experience			
Agency	Impact Fee Study	User Fee Study	Cost Allocation Plan
City of Garden Grove, CA	◆		
City of Gilroy, CA	◆	◆	◆
City of Glendale, AZ			◆
City of Hawthorne, CA	◆	◆	◆
City of Hayward, CA		◆	◆
City of Hesperia, CA			◆
City of Hollister, CA	◆		◆
City of Indian Wells, CA		◆	
City of Irvine, CA		◆	◆
City of Irwindale, CA	◆	◆	◆
City of La Mesa, CA	◆		
City of La Puente, CA		◆	◆
City of Laguna Hills, CA	◆	◆	◆
City of Lake Elsinore, CA	◆	◆	◆
City of Los Angeles, CA		◆	
City of Lomita, CA	◆	◆	◆
City of Lynwood, CA		◆	◆
City of Manteca, CA		◆	◆
City of Mission Viejo, CA		◆	◆
City of Missouri City, TX		◆	◆
City of Montebello, CA		◆	◆
City of Monterey Park, CA		◆	◆
City of Monterey, CA			◆
City of Morgan Hill, CA	◆		
City of Murrieta, CA	◆	◆	◆
City of Napa, CA		◆	◆
City of National City, CA		◆	◆
City of Oroville, CA	◆		◆
City of Palm Desert, CA		◆	◆
City of Patterson, CA	◆	◆	◆
City of Petaluma, CA	◆	◆	◆
City of Pismo Beach, CA	◆		
City of Pittsburg, CA	◆	◆	◆
City of Rancho Mirage, CA	◆		
City of Rialto, CA	◆		
City of Richmond, CA	◆	◆	◆
City of Rocklin, CA		◆	
City of Rosemead, CA	◆	◆	◆
City of St. Helena, CA	◆	◆	◆
City of Salinas, CA	◆	◆	◆
City of San Anselmo, CA		◆	◆
City of San Bruno, CA	◆	◆	◆
City of San Fernando, CA	◆	◆	◆
City of San Jacinto, CA	◆	◆	◆
City of Sierra Madre, CA	◆		
City of Signal Hill, CA		◆	◆

5-Year Cost of Services Study Experience			
Agency	Impact Fee Study	User Fee Study	Cost Allocation Plan
City of Soledad, CA		◆	
City of Stanton, CA		◆	◆
City of Sunnyvale, TX			◆
City of Surprise, AZ			◆
City of Tehachapi, CA	◆		
City of Tulare, CA		◆	◆
City of Tustin, CA		◆	
City of Twentynine Palms, CA	◆	◆	◆
City of Union City, CA		◆	◆
City of Upland, CA	◆	◆	◆
City of Watsonville, CA		◆	◆
City of West Covina, CA		◆	◆
City of West Hollywood, CA		◆	◆
City of Yucaipa, CA		◆	◆
County of Mono, CA		◆	
County of Riverside, CA	◆		
County of Placer, CA	◆	◆	
County of San Benito, CA	◆	◆	
County of San Diego, CA	◆		
County of Stanislaus, CA	◆		
County of Tulare, CA	◆		
Kentuckiana Works, KY			◆
San Gorgonio Memorial Hospital, CA	◆		
Town of Los Altos Hills, CA	◆	◆	◆
Town of Paradise Valley, AZ		◆	

Assessment Engineering Services

For more than 100 municipalities, Willdan has successfully participated in the role of Assessment Engineer and/or Special Tax Consultant throughout the state. Willdan is often presented with proposed projects that necessitate preliminary analysis and review to determine the type of special financing district that best suits the project, or an advantageous method to restructure an existing district, while meeting client objectives and policies.

Willdan brings more than 30 years of experience specific to the formation and administration of a variety of special district mechanisms to this engagement. Having conducted benefit assessment analyses for numerous California public agencies, we understand the associated needs and objectives, the process that must be followed, and the kind of input and direction necessary to re-organize and re-engineer an existing special district.

The **table below** identifies Willdan's recent Assessment Engineering projects and the applicable service components of the agency's engagement, which are similar to those necessary to prepare the requested Municipal Fee Study.

Assessment Engineering Client Listing	Benefit Analysis	Analysis Implemented	Report Preparation	Public Outreach	District Administrator
City of Arcadia, CA	◆				◆
City of Atwater, CA	◆	◆	◆		◆
City of Claremont, CA	◆				◆
City of Covina, CA	◆				◆
City of Fairfield, CA	◆	◆	◆		
City of Fillmore, CA	◆	◆	◆		◆
City of Guadalupe, CA	◆	◆	◆		◆
City of Indian Wells, CA	◆	◆	◆		◆
City of Indio, CA	◆	◆	◆	◆	◆
City of Irvine, CA	◆	◆	◆		◆
City of La Quinta, CA	◆		◆	◆	◆
City of Laguna Beach, CA	◆	◆	◆	◆	◆
City of Lemoore, CA	◆	◆	◆		◆
City of Livingston, CA	◆	◆	◆		◆
City of Lynwood, CA	◆	◆	◆		◆
City of McFarland, CA	◆		◆		◆
City of Moreno Valley, CA	◆	◆	◆		◆
City of Murrieta, CA	◆	◆	◆		◆
City of Palm Desert, CA	◆	◆	◆	◆	◆
City of Paso Robles, CA	◆	◆	◆	◆	◆
City of Pico Rivera, CA	◆	◆	◆	◆	◆
City of Poway, CA	◆	◆	◆		◆
City of Rialto, CA	◆	◆	◆		◆
City of Ridgecrest, CA	◆	◆	◆		◆
City of Riverbank, CA	◆	◆	◆		◆
City of Salinas, CA	◆	◆	◆		◆
City of San Bernardino, CA			◆		
City of San Luis Obispo, CA	◆				
City of Santa Clarita, CA	◆	◆	◆		◆
City of Tracy, CA	◆	◆	◆		◆
City of Tehachapi, CA	◆	◆	◆		◆
City of Yorba Linda, CA	◆	◆	◆	◆	◆
County of Los Angeles, CA	◆	◆	◆	◆	◆
County of Sacramento, CA	◆	◆	◆		
Desert Recreation District *(Indio, CA)*	◆		◆		◆

Section 7. Firm History & Organizational Structure

History of the Firm

Established on June 24, 1988, Willdan Financial Services, is a national firm and one of the largest public sector economic and financial analysis consulting firms in the United States. Since that time, we have helped over 1,500 public agencies successfully address a broad range of infrastructure challenges.

Our staff of over 70 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise. Willdan assists local public agencies by providing the following services:

Willdan Financial Services	
Services	
▪ User fee studies; ▪ Cost allocation studies; ▪ Utility rate and cost of service studies; ▪ Real estate economic analysis; ▪ Feasibility studies; ▪ Municipal advisory services; ▪ Arbitrage rebated and continuing disclosure; ▪ Economic development strategic plans;	▪ Development impact fee establishment and analysis; ▪ District administration services; ▪ Property tax audits; ▪ Tax increment finance district formation and amendment; ▪ Housing development and implementation strategies; ▪ Debt issuance support; and ▪ Long-term financial plans and cash flow modeling.

Willdan Financial Services' division headquarters is located in Temecula, CA; as well as regional offices in Oakland, CA; Phoenix, AZ; Aurora, CO; Plano, TX; Washington, DC; and Orlando, FL.

Organizational Structure

The organization chart located below represents Willdan Financials Services' reporting structure, including the operating groups and the responsible manager.

Officers of the Firm

The following identifies officers of Willdan Financial Services. These individuals are authorized to bind the firm to commitments made within this submittal, as well as to the City's Professional Services Agreement.

Willdan Financial Services		
Slate of Officers		
Thomas D. Brisbin - Chairman of the Board	Mark J. Risco - President and CEO	Creighton K. Early - Chief Financial Officer
Chris Fisher - Vice President, Group Director	Gladys Medina - Vice President, Group Director	
Dan Jackson - Vice President	Jeff McGarvey - Vice President	Scott Dippolito - Vice President
Kate Nguyen - Secretary	Rebekah Smith - Assistant Secretary	Cathy Steele - Assistant Secretary

Number & Titles of Staff

The table to below identifies the number of Willdan employees by category.

Employee Structure	
Title	Count
President & CEO	1
Vice President – Group Director	2
Vice President	3
Principal Consultant	11
Project Manager	16
Analyst	29
Analyst Assistant	6
Administration	7

Five Years of Experience Preparing Impact Fee Studies

For over two decades, Willdan's impact fee staff has assisted more than 100 California government agencies with the development and/or update of all fee types and is fortunate to be in a position that will provide a tremendous benefit to the City. Each project has required defensible documentation and thorough coordination of fee program changes for different agency departments and stakeholders within the business community. In some cases, Willdan has been required to negotiate fees with stakeholders and, on occasion, defend them in meetings and public forums.

We are particularly strong in advising our clients on the advantages and disadvantages of different fee schedule structures (citywide versus multiple-fee districts/zones; more versus fewer land-use categories; etc.) and methods of fee calculation that are based on the priorities of the City and stakeholders.

Section 8. Primary Business of Parent Company & Affiliates

Willdan Group, Inc., a Delaware Corporation, is a leading nationwide provider of value-added professional technical and consulting services. The primary markets WGI serves are: municipal engineering, planning and staff augmentation; infrastructure and transportation; energy efficiency, resiliency and sustainability; and economic and financial analysis. WGI serves these complementary markets through its three service subsidiaries:

Willdan Engineering, A California Corporation
Engineering, Planning & Infrastructure
Willdan Energy Solutions, A California Corporation
Energy Efficiency & Sustainability
Willdan Financial Services, A California Corporation
Financial & Economic Consulting Services

Section 9. Substantiated Complaints

In the last five years there have been no substantiated complaints against Willdan Financial Services and there is no outstanding litigation.

Section 10. Office Location Managing Study

The City's Municipal Fee Study will be managed from our Temecula office.

Section 11. Client References

Below are recent project descriptions, including client contact information, that are similar in nature to those requested by the City. We are proud of our reputation for customer service and encourage you to contact these clients regarding our commitment to completing the projects within budget and agreed upon timelines.

User Fee Study

City of Chino Hills, CA
Full Cost Allocation Plan and Comprehensive User Fee Study

The City of Chino Hills engaged Willdan to complete a comprehensive Cost Allocation Plan ("CAP") and Comprehensive User Fee Study. Willdan staff met with City staff to verify the City's objectives for the study, independently gathered most of the necessary data for the development of the CAP model and methodology and worked directly with City staff to gather additional detail and clarify information where necessary. Worked with City staff to understand the various functions served by indirect staff in various City departments, and which operating departments or funds they served. We worked directly with City staff to develop and verify allocation bases and make adjustments through several iterations of the CAP model as necessary.

Also developed a cost of service analysis and model that updated existing user fees and incorporated new fees. The model was then used to create an updated comprehensive fee schedule. ***Willdan is currently providing updates to the study.***

Furthermore, the user fee study project team, comprised of Mr. Fisher, Mr. Thrasher and Ms. Patel also worked with the City's Finance Director during her prior tenure with the City of West Covina.

Client Contact: Christa Buhagiar, Finance Director
14000 City Center Drive, Chino Hills, CA 91709
Tel #: (909) 364-2642 | Email: cbuhagiar@chinohills.org

City of Pomona, CA
Master Fee Schedule Update and Development Impact Fee Review

In 2020, Willdan was selected to prepare a Master Fee Schedule Update and Development Impact Fee Review for the City of Pomona. This project also included the establishment of a User Fee Cost Recovery Policy.

The user fee study portion of this engagement involved the development of a cost allocation plan and a review of existing user fee programs. Based upon conversations with staff, recommendations were provided for fees that should be added to the City's fee schedule that were not currently being charged. A cost of service analysis and model was developed that updated existing fees, as well as incorporated new ones, which was used to create an updated comprehensive fee schedule. Fees were successfully implemented in early 2021.

The impact fee study centered upon the review and update of the following fee categories: roadway facilities and traffic signals; storm drainage; public safety (fire and police); potable and recycled water; parks and recreation; and sewer. The community was particularly focused on updating the City's park impact fees, which had not been updated since the late 1980s and did not adequately mitigate the demands of new development for parks. Willdan prepared the study and presented the results at several City Council workshops prior to a public hearing where the program was adopted in July 2021.

Client Contact: Andrew Mowbray, Finance Director
505 South Garey Avenue, Pomona, CA 91766
Tel #: (909) 620-2353 | Email: Andrew_mowbray@ci.pomona.ca.us

Development Impact Fee Study

City of Irwindale, CA
Development Impact Fee Study

Willdan completed a nexus analysis to aid the City of Irwindale in the creation of its impact fee program. The fee program included fees to fund general government, public safety, traffic, and park facilities necessary to mitigate the impacts of new development in the City. Subsequent to fee program adoption, Willdan helped the City establish impact fee administrative policies regarding potential fee credits and exemptions in response to development activity in the City.

Client Contact: Eva Carreon, Finance Director/City Treasurer
5050 North Irwindale Avenue, Irwindale, CA 91706
Tel #: (626) 430-2221 | Email: ecarreon@irwindaleca.gov

City of Lawndale, CA
Development Impact Fee Study

The City of Lawndale is in the midst of adopting impact fees based on a nexus study prepared by Willdan. The City does not currently have any such fees, and is adopting new fees in the following categories: parking, transportation, parks and public safety (police) facilities.

Client Contact: Sean Moore, Community Development Director
14717 Burin Avenue, Lawndale, CA 90260
Tel #: (310) 973-3231 | Email: smoore@lawndalecity.org

Assessment Engineering Services

City of Santa Clarita, CA
Special District Administration and Re-Engineering Services

Since 2010, Willdan has provided special district administration, formation and annexation services to the City of Santa Clarita. During this time, engagements have included the following.

- Transition of Landscape Maintenance Districts from the County of Los Angeles' jurisdiction to the City, which required the preparation of a special versus general benefit review and analysis of potential modifications necessary for Proposition 218 compliance and/or the re-engineering of special districts.
- Formation of the City's stormwater fee district in compliance with the federally-mandated National Pollution Discharge Elimination System (NPDES); included the tracking of all current annexations to the City's boundary and reviewing LAFCO documents for inclusion of the district.
- Annexation of new development to the City's Streetlight Maintenance District and separate Landscape Maintenance District, which includes preparation of the Engineer's Reports, resolutions, and notices and ballots.

Willdan presently administers the City's Landscape Maintenance District (approximately 50 zones comprised of 91,000 parcels); Streetlight Maintenance District (approximately 58,600 parcels), which have been consolidated into a single district for FY 2017/18; Drainage Benefit Assessment District (3,954 parcels); Open Space Preservation District (approximately 65,000 parcels); Stormwater Fee (approximately 65,000 parcels), Community Facilities District; and NPDES, including Bridgeport, Creekside, Hart-Pony, and Hidden Creek (approximately 1,400 parcels). In aggregate, approximately 284,000 parcels are administered.

Client Contact: Kevin Tonoian, Administrative Services / Information Technology Manager
23920 Valencia Boulevard, Santa Clarita, CA 91355
Tel #: (661) 286-4027 | Email: ktonoian@santa-clarita.com

City of Covina, CA
Special District Annual Administration Services and Benefit Assessment Analysis

Willdan currently administers the City of Covina's Community Facilities District, Sewer Charge, and Landscape Maintenance Districts, which comprise 16,253 parcels. Duties include reviewing the taxes/assessments applied to the tax roll; maintaining and updating an annual parcel levy database; assisting City staff in the preparation of the staff reports; transferring levy data to an electronic file compatible with the County computer system for entering individual parcel levy amounts to the tax roll; filing the electronic collection file, the Resolution to Levy, and other applicable documentation; researching exceptions; updating parcel number changes; reporting the revised parcels and updated levy amounts to the County; providing the City with a final levy tax roll listing; and fielding property owner calls.

Willdan also prepared a benefit assessment analysis for the City's Lighting District No. 1978-79, which was established prior to Proposition 218. The findings and recommendations found during the analysis were presented in a technical memorandum and presented to staff for review and consideration.

Client Contact: Anita Agramonte, Director of Administrative Services
125 East College Street, Covina, CA 91723
Tel #: (626) 384-5510 | Email: financedept@covinaca.gov

Section 12. Differentiating Factors

Willdan is one of the few firms able to complete each task and sub-task listed within the RFP in-house, and without the need for any sub-consultants. The team presented within this proposal has worked collectively on numerous projects; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients. Furthermore, our employees know and understand the problems facing local government under the current economic climate, and we have oriented our practice to support an agency's modified budget policies and public service priorities.

The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion. We have coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges.

It is important to note that Willdan possesses over two decades of experience preparing development impact fee studies. This project segment will be led by Managing Principal James Edison and Project Manager Carlos Villarreal, both of whom are thoroughly familiar with both the *Mitigation Fee Act* and the technical and policy issues surrounding impact fees.

Willdan worked successfully with West Covina on the prior cost allocation plan (and the 2020 update) and user fee study and have worked with many nearby cities on similar projects. This experience enables us to bring direct and relevant experience, both to West Covina's process, procedures, staffing and structure, and in the development and implementation of policy that is consistent with local practices.

The following identifies a partial listing of our development impact fee clients. Agencies listed in bold type face, within the following table, denote impact fee projects completed by Mr. Edison and/or Mr. Villarreal.

Willdan Financial Services Development Impact Fee Experience	
Partial Client List	
City of Alameda, CA	**City of Rialto, CA**
City of Antioch, CA	**City of Richmond, CA**
City of Arcadia, CA	**City of Rio Rancho, NM**
City of Artesia, CA	City of Rio Vista, CA
City of Banning, CA	City of Rocklin, CA
City of Bellflower, CA	**City of Rosemead, CA**
City of Brea, CA	City of Roseville, CA
City of Calimesa, CA	City of San Carlos, CA
City of Carpinteria, CA	**City of San Fernando, CA**
City of Clovis, CA	**City of San Ramon, CA**
City of Coachella, CA	**City of Santa Clara, CA**
City of Commerce, CA	**City of Santa Clarita, CA**
City of Compton, CA	**City of Sierra Madre, CA**
City of Corona, CA	**City of Soledad, CA**
City of Covina, CA	City of South Gate, CA
City of Daly City, CA	**City of South San Francisco, CA**
City of Dixon, CA	**City of St. Helena, CA**
City of Dublin, CA	**City of Tehachapi, CA**
City of El Monte, CA	**City of Thousand Oaks, CA**

Willdan Financial Services Development Impact Fee Experience Partial Client List	
City of El Segundo, CA	City of Tracy, CA
City of Emeryville, CA	**City of Upland, CA**
City of Fillmore, CA	City of Visalia, CA
City of Fremont, CA	**Contra Costa Fire Protection District, CA**
City of Fresno, CA	**County of Butte, CA**
City of Garden Grove, CA	County of El Dorado, CA
City of Gilroy, CA	**County of Kern, CA**
City of Goose Creek, SC	County of Kings, CA
City of Greenfield, CA	**County of Los Angeles, CA**
City of Hawthorne, CA	**County of Madera, CA**
City of Hercules, CA	County of Merced, CA
City of Hollister, CA	**County of Placer, CA**
City of Huntington Beach, CA	**County of Riverside, CA**
City of Huntington Park, CA	**County of Sacramento, CA**
City of Indian Wells, CA	**County of San Benito, CA**
City of Irwindale, CA	**County of San Diego, CA**
City of Kingsburg, CA	**County of San Joaquin, CA**
City of La Mesa, CA	County of San Luis Obispo, CA
City of La Verne, CA	**County of Shasta, CA**
City of Laguna Hills, CA	County of Solano, CA
City of Lake Elsinore, CA	**County of Sonoma, CA**
City of Lancaster, CA	**County of Stanislaus, CA**
City of Livermore, CA	**County of Tulare, CA**
City of Long Beach, CA	County of Yolo, CA
City of Madera, CA	Dixon Public Library District, CA
City of Manteca, CA	East Contra Costa Fire Protection District, CA
City of Menifee, CA	**Kern Council of Governments, CA**
Town of Mead, CO	**March Joint Powers Authority, CA**
City of Monterey, CA	Mountain View Fire Protection District, CA
City of Moreno Valley, CA	Oakdale Rural Fire Protection District, CA
City of Morgan Hill, CA	**Rodeo-Hercules Fire Protection District, CA**
City of Murrieta, CA	San Gorgonio Memorial Healthcare District, CA
City of Oroville, CA	San Miguel Fire Protection District, CA
City of Pacifica, CA	Shasta County Regional Transportation Agency, CA
City of Parkland, FL	**Stanislaus Council of Governments, CA**
City of Petaluma, CA	Stanislaus County Fire Protection District, CA
City of Pismo Beach, CA	Stockton-San Joaquin Library District, CA
City of Pittsburg, CA	Suisun Fire Protection District, CA
City of Placer Hills, CA	Tehachapi Valley Rec. & Park District, CA
City of Rancho Mirage, CA	**Tulare County Association of Governments, CA**

Section 13. Conflict of Interest Statement

Attachment A

NONCOLLUSION DECLARATION TO BE EXECUTED BY

BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Vice President of Willdan Financial Services, 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 8/16/21 [date], at Temecula [city], CA [state]."

Firm Willdan Financial Services

(Signature)

Street 27368 Via Industria, Suite 200

Chris Fisher, Vice President, Group Director
(Print Name & Title)

City Temecula State CA Zip 92590

Section 14. Requested Changes to Contract

Willdan legal counsel has reviewed the City's Professional Services Agreement, provided as RFP Attachment C . We kindly request the City's consideration of the exceptions outlined below.

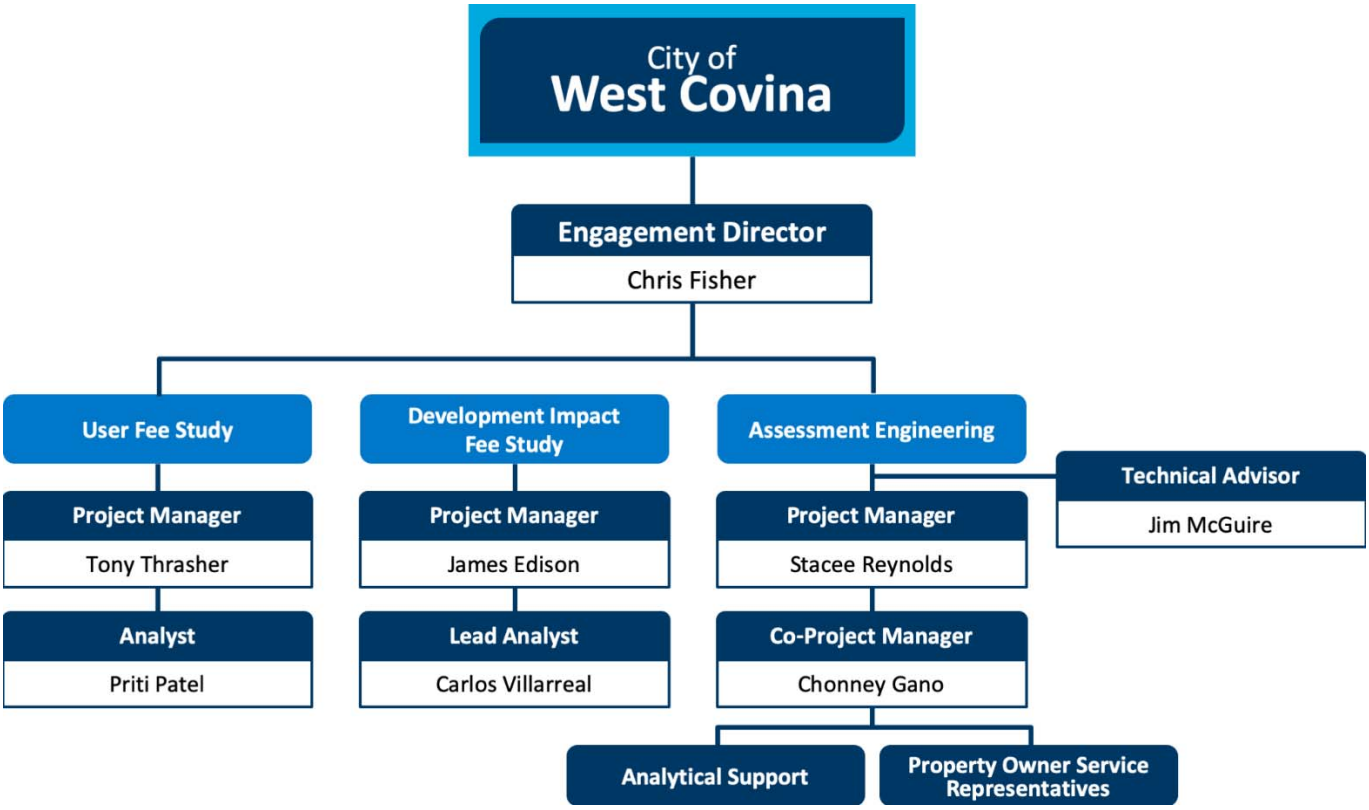
6.8. Indemnification and Hold Harmless. Consultant agrees to defend, with **input from City on the** counsel **to be selected** ~~of City's choosing~~, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in performing this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon such negligence, recklessness, or willful misconduct, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

Section 15. Qualifications of Staff

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the City, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance.

Organizational Chart

The organizational chart below outlines the reporting relationship of the proposed Willdan, as well as the project within the Municipal Fee Study for which they are responsible.



Resumes

Resumes for the individuals outlined above are presented on the following pages.

Chris Fisher

Engagement Director

Education

San Francisco State University, Bachelor of Science, Finance

Areas of Expertise

Cost of Service Analyses

Multi-disciplinary Team Management

Special District Formations

Client Presentations

Proposition 218

Affiliations

California Society of Municipal Finance Officers

Municipal Management Association of Northern California

California Municipal Treasurers Association

22 Years' Experience

Mr. Chris Fisher, Vice President and Group Director of Willdan's Financial Consulting Services group, will serve as Engagement Director for the City's project. He will also share his extensive knowledge related to cost-of-service principles with members of the project team.

Mr. Fisher joined Willdan in April of 1999 and has occupied key management positions both in Willdan's Financial Consulting Services and District Administration Services groups. With more than 20 years at Willdan he has managed an array of financial consulting projects for public agencies throughout California, Arizona, Colorado, Texas and Florida; coordinating the activities of resources within Willdan, as well as those of developers, financial advisors and legal counsel involved on these projects.

Similar Project Experience

Mr. Fisher was, or is currently serving as, the principal-in-charge for the following select multi-disciplined cost of service fee studies (Cost Allocation Plan, User Fee Study, and Development Impact Fee Study) engagements. Due to his extensive experience managing multi-disciplinary teams, his primary responsibilities include planning, overseeing, supporting and coordinating the project team, and maintaining client contact and satisfaction through all phases of the studies.

- City of Banning, CA
- City of Compton, CA
- City of El Monte, CA
- City of Gilroy, CA
- City of Laguna Hills, CA
- City of Murrieta, CA
- City of Pittsburg, CA
- City of St. Helena, CA
- City of San Bruno, CA
- City of San Jacinto, CA
- County of San Benito, CA
- City of Bellflower, CA
- City of Cudahy, CA
- City of Fillmore, CA
- City of Irwindale, CA
- City of Lake Elsinore, CA
- City of Petaluma, CA
- City of Richmond, CA
- City of Salinas, CA
- City of San Fernando, CA
- City of Twentynine Palms, CA
- Town of Los Altos Hills, CA

City of Laguna Beach, CA – Formation of Assessment District No. 08-01: Mr. Fisher served as the project manager for the City of Laguna Beach Assessment Engineering Services project, for the proposed Underground Utility Assessment District. For this effort Mr. Fisher collaborated with Willdan's Engineering division, and included coordination with City staff and a diverse project team. This formation required the preparation of the draft and final Engineer's Report for the district, along with related documentation and analysis, and presentation of these items. The initial formation was unsuccessful; however, the district was formed with modifications.

County of San Diego, CA – Special Tax Consulting: Mr. Fisher currently serves as the County's Special Tax Consultant for Community Facilities Districts (CFDs) formed within unincorporated areas. To meet the demands of continued growth within the County, he assisted with the formation of CFD 2013-1 (Horse Creek Ridge), CFD 2017-1 (Hillside Meadows), CFD 2018-2 (Park Circle), CFD 2019-1 (Meadowood), and CFD 2019-2 (Sweetwater Place). Each CFD will provide funding for services and improvements ranging from maintenance and monitoring of flood control improvements, maintenance of parks, park facilities and landscaping, and provision of fire protection services to necessary capital improvements.

Tony Thrasher

Project Manager – User Fee Study

Education

Bachelor of Science in Economics; California State Polytechnic University, Pomona

Areas of Expertise

Cost Allocation Plans

Fiscal Analysis for User Fees and Rates

District Administration Services

Utility Rate Studies

12 Years' Experience

Due to his cost allocation and user fee analyses experience, Mr. Tony Thrasher has been selected to serve as project manager for the user fee study portion of the engagement. Currently, Mr. Thrasher is a Senior Project Manager within the Financial Consulting Services group, whereby his responsibilities include managing projects and conducting fiscal analyses for cost allocation plans, user fees, and utility rate studies.

Mr. Thrasher's prior employment was as a financial analyst working in bond, equity, and mortgage-backed security markets for Wells Fargo Bank, Bank of New York Mellon, and Deutsche Bank. His experience includes portfolio accounting, differential analysis, and forecasting.

Related Experience

City of West Covina, CA – Cost Allocation Plan and User Fee Study: Mr. Thrasher served in the role of project manager for the City's 2017 user fee study, as well as the 2016 cost allocation plan, which was subsequently updated in 2020. He led the development of the models for both the CAP and fee study, as well as the analysis and presentation of results. Mr. Thrasher performed active training during the course of the user fee study with City staff. Meetings were conducted to go through the model calculations at different stages of the study process.

City of Chino Hills, CA – Cost Allocation Plan and Comprehensive User Fee Study: Mr. Thrasher is serving as the technical project manager for the City's cost allocation plan and comprehensive user fee study. He is working directly with the City contact throughout the engagement.

City of Mission Viejo, CA – Cost Allocation Plan and User Fee Study: Mr. Thrasher was assigned to work with the City on this project, providing analytical support, gathering data, working with staff to make refinements, and developing cost allocation and user fee models to ensure full-cost recovery for the building and safety, planning, community development and public works departments.

City of Palm Desert, CA – Cost Allocation Plan and Comprehensive User Fee Study: Mr. Thrasher served as the technical project manager for the City's full cost allocation plan and user fee study. He is directly responsible for the creation of both models for the study, gathering and verifying data, managing the support analysts and presenting results to the City.

City of Bellflower, CA – OMB Cost Allocation Plan and Comprehensive User Fee Study Update: During Willdan's initial engagement with the City, Mr. Thrasher provided analytical support, with the primary duties of finalizing model figures and generating reports. In the subsequent update of both the CAP and fee study, Mr. Thrasher assumed a lead technical role, working directly with the City staff to develop a new cost allocation model, update the comprehensive fee model, and resolve policy and fee setting issues. He was directly responsible for delivery of reports and presentations to the City.

City of National City, CA – Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee Study, and ISF Allocation Study: Mr. Thrasher served as the technical project manager for this engagement.

City of Irvine, CA – OMB Cost Allocation Plan and Comprehensive User Fee Study: Serving as project analyst, Mr. Thrasher provided analytical support; and designed micro-level allocation models to ensure full-cost recovery for the public safety, public works, community development, community services, and administrative departments.

Priti Patel

Project Analyst – User Fee Study

Education

Bachelor of Arts; Business Management, Information Systems and International Business, University of Cincinnati

Areas of Expertise

Cost Allocation Plans

User Fee Studies

Proposition 218

10 Years' Experience

Ms. Priti Patel is a senior analyst within the Financial Consulting Services group, whereby she supports project managers in conducting utility rate analyses, fee studies and cost allocation plans, monitoring Proposition 218 compliance, and forming special districts. She coordinates and conducts activities associated with cost allocation plans and user fee studies, including database integration and manipulation, revenue and expenditure analyses, and documentation preparation. In addition to these duties, Ms. Patel interacts with clients on a regular basis.

Ms. Patel joined Willdan as an analyst with the District Administration Group, where she performed research and analysis needed for local government financial issues related to special district administration, including document data entry and updating, database management, research and report preparation. She also provided general information on questions pertaining to assessment districts and special taxes (such as Mello-Roos Pools), as well as the status of property delinquencies. Ms. Patel came to Willdan with more than five years of experience as an analyst.

Related Experience

City of Chino Hills, CA – Cost Allocation Plan and Comprehensive User Fee Study: Providing analytical support in the preparation of a cost allocation plan and comprehensive fee study, Ms. Patel worked to identify and take into account direct and indirect costs, along with changes in staffing, structure, and service delivery methods. She also assisted in the preparation of user-friendly Excel-based models that City staff can easily update in the future to determine the proper allocation of expenditures and ongoing full cost of City-provided services.

City of Laguna Hills, CA – Cost Allocation Plan and Comprehensive User Fee Study: Ms. Patel provided analytical support in the preparation of a full cost allocation plan and comprehensive fee study for the development of a master list of fees.

City of Palm Desert, CA – Cost Allocation Plan and Comprehensive User Fee Study: Ms. Patel is assigned as the analyst to the City of Palm Desert's full cost allocation plan and user fee study. She supports the project manager by gathering necessary data, preparing the initial draft models and reports, and working directly with City staff to refine and update results during review iterations.

City of Indian Wells, CA – User Fee Study: Ms. Patel served as the analyst for the City's user fee study for the administrative, building, planning and public works departments. She led the analytical efforts by developing the user fee model and report, and gathering and evaluating the data necessary for the study. She also participated in the on-site interviews with staff to discuss service delivery processes.

City of Yucaipa, CA – Cost Allocation Plan and Comprehensive User Fee Study: Provided analytical support in the preparation of a cost allocation plan, including an OMB-compliant version, and comprehensive fee study for the development of a master list of fees. Ms. Patel worked to identify and take into account direct and indirect costs, along with changes in staffing, structure, and service delivery methods.

City of San Fernando, CA – Cost Allocation Plan and Comprehensive User Fee Study: Ms. Patel provided support to senior team members in the preparation of a cost allocation plan, OMB-compliant plan and comprehensive user fee study.

James Edison, JD, MPP

Project Manager – Development Impact Fee Study

Education

Juris Doctorate, University of California, Berkeley, School of Law

Master of Public Policy, Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, magna cum laude, Harvard University

Professional Registrations

Member of State Bar, California

Licensed Real Estate Broker, California

Affiliations

Council of Development Finance Agencies

CFA Society of San Francisco

Congress for the New Urbanism

Urban Land Institute

Seaside Institute

International Economic Development Council

25 Years' Experience

Mr. James Edison specializes in the nexus between public and private, with expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional and national governments. He possesses deep expertise in land use economics, with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. Mr. Edison's public-sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments and has advised both public and private clients on the use of individual instruments, and the interaction between those instruments and the needs of developers and project finance.

Related Experience

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Edison led the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries and traffic. He prepared the technical and analytical documents necessary to calculate the associated fees and establish the necessary nexus for collection, as well as presented the fees during public hearings to the County Board of Supervisors. Mr. Edison is the principal-in-charge for the County's current impact fee update.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Edison managed the update of the City's existing nexus study, which included general government, fire, police, parks and recreation, library and storm drain fee categories. The project scope included stakeholder outreach. The City has once again engaged Willdan to update their impact fees.

City of Alameda, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team updating the impact fee programs of the City of Alameda and creating a separate impact fee program for Alameda Point, the former Alameda Naval Air Station.

County of Tulare, CA – Countywide Impact Fees: Mr. Edison served as project manager for a study that involved the creation of an impact fee program for the County. The study includes a range of facilities: public protection, library, parks, and a transportation facilities impact fee, with different fees calculated for two zones in the County.

City of Fremont, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team in the successful update of the impact fee programs for the City of Fremont. The effort included an update of the City's transportation impact fee program and capital improvement program.

Stanislaus County Council of Governments, CA – Regional Transportation Fee Update: Mr. Edison worked on an update of the County's transportation impact fee program. Key tasks included a revised capital improvement program and fee model, along with a public participation process that ensures buy-in from the communities of Stanislaus County and the County government itself.

Carlos Villarreal, MPP

Education

Master of Public Policy, Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, Geography, University of California, Los Angeles; Minor in Public Policy and Urban Planning

Areas of Expertise

Fiscal Impact Analyses

Development Impact Fees

Public Facilities Financing Plans

GIS Analysis

15 Years' Experience

Lead Analyst – Development Impact Fee Study

Mr. Carlos Villarreal will serve in the role of lead analyst for development impact fee study portion of this engagement due to his experience documenting nexus findings for impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types, including, but not limited to transportation, parks, library, fire, law enforcement and utilities.

Related Experience

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Villarreal served as the lead analyst in the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries, and traffic. He assisted in the preparation of the technical and analytical documents necessary to calculate the fee and establish the necessary nexus. Mr. Villarreal is once again serving on the project team to update the County's impact fees.

County of Los Angeles/City of Santa Clarita, CA – Law Enforcement Facilities Fee Study: Mr. Villarreal assisted with the development of an impact fee program to fund law enforcement facilities serving the City of Santa Clarita, and other Antelope Valley jurisdictions within the County of Los Angeles. The analysis involved the comparison of law enforcement facilities serving incorporated and unincorporated areas.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Villarreal served as project manager for a study to update the City's existing nexus study, including general government, fire, police, parks and recreation, library and storm drain fee categories. The project scope included stakeholder outreach. The City has once again engaged Willdan and Mr. Villarreal is serving as the project manager on the project.

City of Long Beach, CA – Park Impact Fee Update: Willdan assisted with an update to the City's existing park impact fees, with Mr. Villarreal serving as project manager. The project included updating demographic data and facility planning to properly update park facility standards. He used this information to then calculate impact fees for single family and multi-family residential dwelling units and prepare a nexus study documenting the revised fees and the required legal findings under the *Mitigation Fee Act*.

County of Stanislaus, CA – Impact Fee Study Update: Mr. Villarreal served in the role of project manager for a study updating the County's existing impact fee program. The program includes a range of facilities, like public protection, library and parks. The study also included a transportation facilities impact fee, with different fees calculated for two zones in the County. Stakeholder outreach was an integral component of this project.

County of San Benito, CA – Comprehensive Impact Fee Study: In the role of project manager, Mr. Villarreal assisted the County of San Benito with the preparation of an updated and expanded impact fee program. The fee programs included the Capital Improvements Impact Fee; Road Equipment Impact Fee; Fire Mitigation Impact Fee; and Park and Recreation Impact Fee.

City of Soledad, CA – Development Impact Fee Study Update: Mr. Villarreal managed the update of the City's impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City had to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs.

Education

Master of Science, University of Phoenix

Bachelor of Science, LaSalle University

Areas of Expertise

Benefit/Maintenance Assessment Districts

Community Facilities Districts

Marks-Roos Pools

Local Improvement Districts

Professional Affiliations

California Society of Municipal Finance Officers

Municipal Management Association of Southern California

19 Years' Experience

Stacee Reynolds

Project Manager – Assessment Engineering Services

Ms. Stacee Reynolds is a senior project manager in Willdan's District Administration Services group. Her responsibilities include annexations, formations, benefit analyses, re-engineerings and the administration of Community Facilities Districts, Local Improvement Districts, Assessment Districts, and other special districts. She has experience creating and maintaining district databases, preparing annual assessments, charges and taxes, calculating prepayments, assisting with district analyses for refunding purposes, preparing bond calls, analyzing flow of funds, providing customer service to property owners, and overseeing the GIS team that creates and audits boundaries for new and existing special districts. Ms. Reynolds also oversees Willdan's proprietary software MuniMagic+, which is utilized in the day-to-day flow.

Ms. Reynolds has over 26 years of combined accounting, finance, and project management experience. Prior to joining Willdan, she was a contract system specialist with SAP Public Services in Washington, DC, where she managed several government agency contracts.

Project Experience

City of Paso Robles, CA – Assessment Re-engineering: Ms. Reynolds managed the re-engineering of the City's El Paso de Robles Landscape and Lighting Maintenance District No. 1. It was the City's desire to combine shared improvement areas, where feasible, to simplify the overall district structure and to develop appropriate assessments for optimal service levels originally planned for all areas in the District. She assisted in the preparation of the benefit assessment analysis, conducted the community outreach meetings, prepared the Engineer's Report, staff reports, resolutions and ballots for the areas designated as underfunded in the District. Upon completion of the project, 40 percent of the underfunded subareas/zones approved the new increased assessment, which included an annual CPI inflator. This was the highest approval percentage in the last ten years for the City's District.

City of Santa Clarita, CA – Special District Administration Services: Ms. Reynolds supervises and assists in the daily administration of the City's Community Facilities District, Open Space Preservation District (approximately 65,000 parcels), Landscape Maintenance District (approximately 50 zones and comprised of 91,000 parcels), Streetlight Maintenance Districts (58,600 parcels), Benefit Assessment Districts (3,954 parcels), and Stormwater Pollution Prevention Fee District (approximately 65,000 parcels). Her duties include the review of the annual Engineer's Reports, resolutions, updated parcel databases, fees and submission of levies to the County of Los Angeles.

Ms. Reynolds has also been part of the Willdan Team tasked with the preparation of a benefit review and analysis of potential modifications to the special districts. The objective of the analyses is to ensure compliance with applicable assessment legislation, Proposition 218 and recent changes to applicable case law.

Cities of Tracy, Chico, Covina, Loma Linda, Tehachapi and Ridgecrest – Landscaping and Lighting District Annexation Services: Ms. Reynolds assisted each city with the annexation of new development to an existing 1972 Act District. This includes the review of improvements and services to be funded and the areas/properties to be served to verify the existing special/general benefit nexus and assessment methodology is consistent with current case law.

City of Covina, CA – Lighting District Benefit Analysis Services: Conducted a benefit analysis study for the City's Lighting District No. 1978-79, comprised of over 3,200 parcels.

Chonney Gano

Co-Project Manager – Assessment Engineering

Ms. Chonney Gano leads a team of analysts that specialize in the administration of Community Facilities Districts (CFDs), Landscaping and Lighting Districts, Business Improvement Districts and other types of special districts and charges. She possesses experience creating and maintaining parcel databases, preparing annual special taxes/assessments, calculating special tax prepayments, assisting with benefit assessment analysis, preparing bond calls, analyzing flow of funds, and providing information services to property owners.

Education

Bachelor of Arts, Accounting, University of La Verne

Areas of Expertise

Apportionments

Assessment Districts

Community Facilities Districts

Continuing Disclosure

Delinquency Management

Local Improvement Districts

Property and Business Improvement Districts

Sewer Districts

Special District Annexations

Standby Charges

Professional Affiliations

California Society of Municipal Finance Officers (CSMFO)

Municipal Management Association of Southern California (MMASC)

Municipal Management Association of Southern California (MMASC)

6 Years' Experience

Project Experience

City of West Covina, CA – Ms. Gano manages and reviews the annual administration of the City's CFDs, Landscape Maintenance Districts, Citywide Landscaping District and Sewer District, which are comprised of approximately 25,000 parcels. She performed an audit on the districts to ensure the proper parcels were being levied.

City of Adelanto, CA – Ms. Gano supervises and assists with the daily administration of the City's CFDs, Landscaping & Lighting Districts and standby charges. Her duties include the review of the annual Applied/Engineer's Reports, prepare resolutions, maintenance of parcel databases, and submission of levies to the County of San Bernardino. She also assists with landscape maintenance and streetlight maintenance assessment district annexations as needed. Responsibilities include coordination and preparation of the Engineer's Report, notices and ballots, resolutions and agenda report, as well as attend Council meetings to support and assist City staff.

City of Indian Wells, CA – Ms. Gano oversees the annual administration of the City of Indian Wells' fire districts, drainage benefit district, and Lighting & Landscaping Districts, comprised of over 17 zones. Her duties include reviewing the annual Engineer's Reports, updating parcel databases and fees, and submitting levies to the County of Riverside.

City of Madera, CA – Ms. Gano manages the day-to-day district administration of the City's CFDs. Her duties include, but are not limited to, reviewing district budgets, preparing and updating the parcel database, updating and transferring levy data to the County of Madera, and ensuring continuing disclosure compliance. Ms. Gano has also facilitated multiple annexation projects to existing districts. Her duties include preparation of the Consent and Waiver forms, petitions, resolutions, Rate and Method of Apportionments, CFD reports, notices and ballots, and notices of special tax liens.

City of Tracy, CA – Ms. Gano supervises and assists with the annual administration of the City of Tracy's Local Improvement Districts. Her annual administration duties include reviewing district budgets, preparing and updating the parcel database, updating and transferring levy data to the County of San Joaquin, monitoring delinquency management, ensuring continuing disclosure compliance, answering property owner inquiries and calculating levy amounts.

City of Yorba Linda, CA – Ms. Gano assisted with Proposition 218 and administrative duties related to the City of Yorba Linda's Landscape Maintenance Assessment District. She created documents and a streamline version of the LMAD budget utilized for annual administration. She prepared Proposition 218 informational mailers and notices, as well as attended public outreach meetings and assisted City staff with technical questions. She also created petitions and databases utilizing returned petitions. Ms. Gano worked closely with City staff members, as well as fielded property owner questions specific to the Proposition 218 process ongoing at that time.

Jim McGuire

Technical and Proposition 218 Advisor

Education

Bachelor of Science, University of California, Irvine

Areas of Expertise

Special District Annexations, Formations, and Administration

Parcel and Property-related Revenue Audits

Feasibility Studies

Proposition 218

29 Years' Experience

Principal Consultant Jim McGuire specializes in parcel and property-related revenue audits; district administration; and annexations/formations of various special districts, such as 1972 Act Landscaping and Lighting Districts, Community Facilities Districts, and Benefit Assessment Districts for streets and storm drain facilities, as well as Property and Business Improvement Districts (PBIDs). Mr. McGuire possesses over two decades of experience working with the public and local governments on special districts. His experience includes study sessions for staff and City Councils, along with facilitation and/or technical support for advisory committees and property owner workshops.

Mr. McGuire has served on several industry working groups and projects comprised of polling firms, public relations firms, and leading legal experts specific to Proposition 218, focused on finding workable solutions and approaches that provide a means for public agencies to effectively utilize assessments, while ensuring that they are defensible and consistent with the California Constitution and court decisions. In addition, Mr. McGuire has spoken at seminars on the subject of assessment benefit issues that have been raised by notable court cases and legislation changes that have come down in recent years.

Project Experience

City of Moreno Valley – Needs Assessment of the Moreno Valley Community Services District: The Moreno Valley Community Services District (CSD) was formed in 1984 to continue the provision of services that were previously provided by the County of Riverside through County Service Areas. Over the past 30 years, additional Zones of Benefit were added to the CSD to provide funding for parks and community services, street lighting, landscape maintenance, and median landscape maintenance. The CSD was experiencing revenue shortfalls in most of its Zones, which required either General Fund support or a reduction in services.

Mr. McGuire assisted the City by performing an initial macro review and evaluation of the CSD and related charges. A comprehensive document was provided to the City outlining the findings of the analysis by Zone, as well as recommendations for their consideration and implementation of various approaches to resolve the issues. Some but not all of these modifications have been implemented including the replacement of a few CSD Zones with new 1972 Act Landscaping and Lighting District and annexations and expansion of the City's Community Facilities District.

Cities of Yorba Linda, Moreno Valley, La Quinta, Palm Desert, Poway, Thousand Oaks, Tracy and Lemoore, McKinleyville Community Services District, Hollywood Entertainment District, Orange County Vector Control District and Sacramento Metropolitan Fire District: Conducted benefit analysis studies or restructuring plans and assisted these agencies with implementation strategies related to the identification of special versus general benefit necessary for Proposition 218 compliance and/or the re-engineering of special districts.

Cities of Guadalupe, Lemoore, Moreno Valley, Murrieta, Palm Desert, Indio, Rancho Mirage, Fairfield, La Quinta, Tehachapi, Tracy, Santa Clarita, Yorba Linda and El Centro; and County of Los Angeles: Mr. McGuire has managed and provided, on an "as-needed basis" special assessment district formations and annexations, as well as Proposition 218 ballot proceedings for new or increased assessments, for each public agency identified.

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AGENDA ITEM NO. 3

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 2, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF THE ADOPTION OF ORDINANCE NOS. 2489 AND 2490

RECOMMENDATION:

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

ORDINANCE NO. 2489 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING ZONE CHANGE NO. 20-04 TO CHANGE THE ZONING DESIGNATION AT 1211 E. BADILLO STREET TO MANUFACTURING (M-1)

ORDINANCE NO. 2490 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING DEVELOPMENT AGREEMENT NO. 21-01, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WEST COVINA AND AG WEST COVINA OWNERS LLC FOR THE DEVELOPMENT OF THE AMAZON DELIVERY STATION DAX9 PROJECT

BACKGROUND:

The request for Zone Change No. 20-04 (Ordinance No. 2489) to change the zoning designation for 1211 E. Badillo Street from SP-11 Faith Community Church to Manufacturing (M-1), and Development Agreement No. 21-01 (Ordinance No. 2490) to vest applicants rights to development and to provide to the City commitments for enhanced community benefits, was processed with an application package involving the following entitlements:

- General Plan Amendment to change the land-use designation to Industrial
- Precise Plan to allow the development of the site
- Tentative Parcel Map to combine to existing separate lots into one
- Tree Removal Permit to allow the removal of three ficus trees located in front of the existing building.

The project involves re-purposing an existing 177,240 square foot building (Faith Community Church) on a 21.22-acre site for a last mile delivery station. Delivery stations power the last mile of the order fulfillment process and help speed up deliveries for customers. Packages are transported to delivery stations via trailer trucks (18 wheelers) from larger Amazon fulfillment centers and are sorted, picked, and loaded into delivery vehicles. The packages would go through the following process:

(1) enter the facility through the loading dock positions
(2) be sorted from a conveyor area
(3) be stored on mobile “Baker Racks”
(4) be rolled to the delivery van loading area

The project was reviewed by the Planning Commission on September 28, 2021 and October 4, 2021. The Planning Commission voted 4-1 to recommend that the City Council approve the project with added implementation/operational conditions to the Development Agreement.

The City Council held a Public Hearing on October 19, 2021 and voted 4-1 to approve the project, which included the introduction of Ordinances Nos. 2489 and 2490.

DISCUSSION:

Ordinance Nos. 2489 and 2490 were first introduced at the October 19, 2021 City Council meeting. During the meeting October 19, 2021 meeting, the City Council directed staff to make the following revisions to the Development Agreement:

- Increase the developer's community benefit contribution to the City and earmark a portion of the contribution towards the community enhancement fund.
- Decrease the height of the required wall along the east property line from 12 feet to 8 feet, or keep the existing 9-foot wall and add enhanced landscaping and screening.
- The operator shall not allow van activity in the eastern parking lot, as shown in Exhibit A of the Development Agreement, daily during the hours of 11pm - 6am and shall make all reasonable efforts to minimize all vehicle activity in the eastern parking lot during that same time period.

The Development Agreement has been revised in accordance with the City Council's direction.

Ordinance Nos. 2489 and 2490 will take effect on the 31st day after their adoption, which is on or about December 3, 2021.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Conduct the second reading and adopt Ordinance Nos. 2489 and 2490; or
2. Provide alternative direction.

ENVIRONMENTAL REVIEW:

Pursuant to the requirements of the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration of Environmental Impact was prepared and certified by the City Council on October 19, 2021 (Resolution No. 2021-103).

Prepared by: Jo-Anne Burns, Planning Manager

Attachments

Attachment No. 1 - Ordinance No. 2489

Attachment No. 2 - Ordinance No. 2490 and Development Agreement

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Enhance the City Image and Effectiveness
Engage in Proactive Economic Development

ATTACHMENT NO. 1

ORDINANCE NO. 2489

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING ZONE CHANGE NO. 20-04 TO CHANGE THE ZONING DESIGNATION AT 1211 E. BADILLO STREET TO MANUFACTURING (M-1)

WHEREAS, there was filed with this City a verified application on the forms prescribed in Section 26-153 and 26-199 of the West Covina Municipal Code, for the following reclassification:

From SP-11: Faith Community Church to Manufacturing (M-1), on that certain property generally described as follows:

Assessor's Parcel Number 8434-015-018 in the records of the Los Angeles County Assessor; and

WHEREAS, the Amazon Delivery Station project implements the policies of the General Plan by providing an orderly, functional and compatible land use pattern; and

WHEREAS, consistent with the request, the applicant has also requested a General Plan Amendment (No. 20-03) to amend the designation of the Land Use Element on the subject property from "Civic: Public Institution to Industrial;" and

WHEREAS, consistent with this request, the applicant has also requested the approval of Precise Plan 20-08, which would allow for the development of an Amazon Delivery Station on the site; and

WHEREAS, the Planning Commission, upon giving the required notice, did on September 28, 2021 and October 4, 2021, conduct a duly noticed public hearing to consider said application and did give all persons interested therein an opportunity to be heard; and

WHEREAS, the City Council upon giving the required notice, did on October 19, 2021, conduct a duly noticed public hearing to consider the zone change application; and

WHEREAS, studies and investigations made by the City Council and in its behalf reveal the following facts:

1. The project includes a general plan amendment requesting to change the land use designation of the property located at 1121 W. Badillo Street from Civic: Public Institution to Industrial to allow for the development of an Amazon Delivery Station.

2. The project includes a zone change requesting to amend the zoning of the property located at 1211 W. Badillo Street from SP-11: Faith Community Church to Manufacturing (M-1), to allow for development of an Amazon Delivery Station.

3. The project includes a Tentative Parcel Map (83444) to combine two existing lots into one.

4. The project includes a precise plan to repurpose an existing 177,440 square foot building and related parking lot for use as an Amazon Delivery Station on a 21.22 acre site.

5. The project includes a tree removal permit to remove 3 significant trees on the site (3 Ficus trees).

6. The project includes a Development Agreement to vest the applicants rights to development and to provide to the City commitments for enhanced community benefits..

Pursuant to the requirements of the California Environmental Quality Act (CEQA) of 1970, a MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT has been prepared indicating the project will not have a significant effect on the environment.

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

SECTION 1. Based on the evidence presented, Zone Change No. 20-04 is found to be consistent with the City's General Plan (as amended) and the land uses permitted within said zone classification.

SECTION 2. The City Council does hereby approve Zone Change No. 20-04, changing the zoning designation for subject property as set forth on Exhibit A and amending the Zoning Map of the City of West Covina.

SECTION 3. The City Clerk shall certify passage of this ordinance and shall cause the same to be published as required by law.

SECTION 4. This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

PASSED, APPROVED AND ADOPTED on this 2nd day of November, 2021.

_____

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2489 was introduced at a regular meeting of the City Council held on the 19th day of October, 2021, and adopted at a regular meeting of the City Council held on the 2nd day of November, 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

Subject Property: SP-11:Faith Community Church
1211 E. Badillo Street

Indicates the area to be changed from "SP-11: Faith Community Church to Manufacturing (M-1)"

ATTACHMENT NO. 2

ORDINANCE NO. 2490

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING DEVELOPMENT AGREEMENT NO. 21-01, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WEST COVINA AND AG WEST COVINA OWNERS LLC FOR THE DEVELOPMENT OF THE AMAZON DELIVERY STATION DAX9 PROJECT

WHEREAS, Scott Murray of Greenlaw Partners submitted a letter and an application requesting a development agreement under the authority of the California Government Code Section 65864 through 65869.5 to vest applicants' rights to development and to provide to the City commitments for enhanced community benefits for the following project:

Repurpose an existing 177,440 square foot building and parking lot on a 21.22-acre site for use as an Amazon Delivery Station and to remove significant trees on-site;

WHEREAS, an application for a General Plan Amendment to change the designation from Civic: Public Institution to Industrial on has been submitted for the development of the project; and

WHEREAS, an application for a Zone Change from SP-11: Faith Community Church to Manufacturing (M-1) has been submitted for the project; and

WHEREAS, an application for a Precise Plan has been submitted for the site plan and architectural review; and

WHEREAS, an application for a Tentative Parcel Map (No. 83444) has been submitted to combine two existing lots into one lot; and

WHEREAS, a Mitigated Negative Declaration was prepared for the proposed project pursuant to the requirements of the CEQA in support of the finding that there will not be a significant effect on the environment as a result of this project and based on the environmental analyses, with compliance with applicable regulatory requirements and/or the implementation of mitigation measures, the project would have less than significant impacts on humans, as it relates to the following environmental issue areas: aesthetics, agriculture and forestry resources, air quality, energy, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, tribal resources, utilities and service systems, and wildfire.

The proposed project's impacts on the following issue areas would require the implementation of mitigation measures: biological resources, cultural resources, geology/soils, and transportation. All impacts would be avoided or reduced to less than significant levels after mitigation.

Therefore, the proposed project would not result in environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly, with the implementation of mitigation measures. All impacts would be less than significant after mitigation; and

WHEREAS, on September 28, 2021, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Development Agreement No. 21-01 and approved Planning Commission Resolution No. 21-6098, recommending that the City Council approve Development Agreement No. 21-01; and

WHEREAS, on October 19, 2021, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance approving Development Agreement No. 21-01; and

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

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

SECTION 1. The above recitals are true and correct and are incorporated herein as if set forth herein in full.

SECTION 2. The Development Agreement is attached as Exhibit "A."

SECTION 3. Studies and investigations made by the City Council and on its behalf reveal the following facts:

1. The Development Agreement will provide a clear and substantial benefits to the City and its residents. The Development Agreement proposes a total community benefit payment of $4 million dollars ($1 million due within 30 days after effective date of Development Agreement, $1 million due prior to issuance of final certificate of occupancy for the tenant, and $200,000 per year for ten years). This payment will help offset the fact that the delivery station will not generate sales tax for the City. In addition, since the project does not require a Conditional Use Permit, which would allow the City to place conditions on the operational aspects of the delivery station, operational conditions will be made part of the Development Agreement.

2. The Development Agreement complies with the requirements of the California Government Code Sections 65864-65869.5

.

SECTION 4. Based on the evidence presented, Development Agreement No. 21-01 is hereby found to be consistent with the West Covina General Plan (as amended) and the implementation thereof, and that the public necessity, convenience, general welfare, and good zoning practices require Development Agreement No. 21-01.

SECTION 5. The City Clerk shall certify to the passage of this ordinance and shall cause the same to be published as required by law. The City Clerk shall record a copy of the Agreement.

SECTION 6. This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

PASSED, APPROVED AND ADOPTED this 2nd day of November, 2021.

_____
Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2490 was introduced at a regular meeting of the City Council held on the 19th day of October, 2021, and adopted at a regular meeting of the City Council held on the 2nd day of November, 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick
Assistant City Clerk

EXHIBIT A

DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO:

CITY OF WEST COVINA
1444 West Garvey Avenue South
West Covina, CA91790
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEE PER GOVERNMENT CODE SECTION 6103

DEVELOPMENT AGREEMENT NO. 21-01
REGARDING DEVELOPMENT OF THE AMAZON DELIVERY STATION DAX9 PROJECT, WEST COVINA, CALIFORNIA

This Development Agreement ("Agreement" or "Development Agreement") is made and entered into as of the "Effective Date" set forth herein, by and among AG WEST COVINA OWNERS, LLC, a Delaware limited liability company, as the master lessor and owner of the property ("Property Owner") and the City of West Covina, a California municipal corporation ("City").

RECITALS

1. On October __, 2021, the City Council of the City of West Covina ("Council") adopted Resolution No's. _____, approving General Plan Amendment No. 20-03, Zone Change No. 20-04, Precise Plan No. 20-08, and Tentative Parcel Map No. 21-01 (83444), and a Mitigated Negative Declaration ("MND") and Mitigation Monitoring Program pursuant to the California Environmental Quality Act (CEQA), collectively the Entitlements for the Amazon Delivery Station DAX9 Project. Resolution No's._____and all attachments and exhibits thereto are hereby incorporated by this reference. For purposes of this Agreement, the proposed development as approved and defined by Resolution No's. _____is referred to herein as the "Project," and Resolution No's_____are referred to as the "Project Approvals."

2. California Government Code Section 65864, *et seq*. (the "Development Agreement Statute") authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property.

3. City and Property Owner mutually desire to enter into this Development Agreement pursuant to the Development Agreement Statute in order to implement the Project.

4. On_____,_____, City adopted its Ordinance No. (the "Ordinance"), thereby approving this Development Agreement among the City and Property Owner, which is effective as of_____,_____. All of the requirements of the California Environmental Quality Act have been met with respect to the Project, Project Approvals, and this Agreement, and this Agreement is consistent with the City's General Plan.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Definitions. In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

"City" means the City of West Covina.

"Community Benefits" means benefits previously provided by the prior owner of the Property (the Church) such as low income assistance, youth programs, educational programs, food assistance and other similar benefits.

"Effective Date" shall mean the later of, the date the Ordinance becomes effective or, the date the Property Owner records the deed evidencing fee ownership of the Property.

"Entitlements" means General Plan Amendment No. 20-03, Zone Change No. 20-04, Precise Plan No. 20-08, and Tentative Parcel Map No. 21-01.

"Municipal Code" means the West Covina Municipal Code, as amended from time to time.

"Ordinance" means Ordinance No._____, which approved this Agreement.

"Project" means the proposed development of the Subject Property and the Amazon Delivery Station DAX9 Project as defined in the Recitals to this Agreement by reference to Resolution___.

"Project Approvals" means Resolution No's._____, which are also referenced in the Recitals to this Agreement.

"Property Owner" means AG WEST COVINA OWNERS, LLC, 18301 Von Karman, Suite 250, Irvine, CA 92612.

"Subject Property" means the real property that is the subject of the Project Approvals and as legally described in Exhibit A to this Agreement.

"Term" shall have the meaning ascribed to it in Section 6 below.

Section 2. Recitals. The recitals are part of this Agreement and shall be enforceable as any other provision of this Agreement.

Section 3. Interest of Property Owner. Property Owner warrants and represents that, as of the Effective Date, it has or will have legal title to or an equitable interest in all of the Subject Property; that it has full legal right to enter into this Agreement; and that the persons executing this Agreement on behalf of each Property Owner have been duly authorized to do so.

Section 4. Binding Effect of Agreement. Property Owner hereby subjects the Project and the Subject Property to the covenants, reservations, and restrictions as set forth in this Agreement. The City and the Property Owner hereby declare their specific intent that the covenants, reservations

and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon each Property Owner's successors and assigns in title or interest to the Subject Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Subject Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations and

restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.

The City and Property Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Subject Property by Property Owner and the future occupants of the Subject Property, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which this Agreement is adopted.

Section 5. Relationship of Parties. It is understood that the contractual relationship between City and Property Owner is such that City and each Property Owner are each an independent party and neither is the agent or partner of the other for any purpose whatsoever and neither shall be considered to be the agent or partner of the other for any purpose whatsoever.

Section 6. Term of Agreement. The initial term of this Agreement (the "Term") shall commence on the Effective Date and shall expire twenty (20) years thereafter. If any litigation affecting development of the Property is filed challenging the Entitlements or this Agreement, including, but not limited to, any environmental determinations related to any of the foregoing, or challenging the validity and binding nature of this Agreement, the term of this Agreement shall be extended for the period of time such litigation is pending and Developer obligations to pay the Sales Tax In-Lieu Fee shall be tolled until the conclusion of such litigation by dismissal or entry of final judgment. Upon the conclusion of such litigation by dismissal or entry of final judgment, Developer and the City shall indicate the period of such extension by amendment to this Agreement and by recording a notice of such effect.

Section 7. Timing of Development. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that failure of the parties to provide for the timing of development resulting in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the City's and Property Owner' intent here to cure that deficiency by acknowledging and providing that Property Owner shall have the right (without obligation), subject to the provisions of this Development Agreement, to complete the Project in such order and at such rate and at such times as Property Owner deems appropriate within the exercise of their subjective business judgment.

Section 8. Transfer of Subject Property. If Property Owner should sell, mortgage, hypothecate, assign, or transfer (collectively "transfer" in this Section) the Subject Property or any portion thereof to any person or entity at any time during the Term of this Agreement, such transfer shall be deemed to include an assignment of all rights, duties and obligations created by this Development Agreement with respect to all or any portion of the Subject Property so transferred. Following not less than thirty (30) days prior, written notice to the City, the written assumption by the assignee of all of the obligations of Property Owner under this Agreement pursuant to any such transfer shall relieve Property Owner, without any act or concurrence by the City, of its legal duty to perform under this Agreement except to the extent that Property Owner is in default (subject to applicable notice and cure periods) with respect to any such obligations that accrued prior to the proposed transfer.

Section 9. General Rights, Standards and Restrictions Pertaining to Development of the Project. The following specific rights and restrictions shall apply to the use of the Subject Property pursuant to this Development Agreement:

A. Property Owner shall have the right to develop the Project on the Subject Property in accordance with the terms and conditions of the Project Approvals and this Agreement, and City shall have the right to control development of the Subject Property in accordance with the provisions of the Project Approvals and this Agreement.

B. The type, density, intensity, configuration of uses allowed, size, height, and location of buildings and other improvements and provisions for the reservation or dedication of land for public purposes, location of public improvements, including, but not limited to landscaping, irrigation, sidewalk, and drive approaches, together with other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and this Agreement.

Section 10. Effect of City Regulations on Development of Project. Except as expressly provided in this Agreement, all substantive and procedural requirements and provisions contained in City's ordinances, specific plans, rules and regulations, including, but not limited to, the West Covina Municipal Code, in effect as of the Effective Date of this Development Agreement, shall apply to the construction and development of the Project and Subject Property.

A. The provisions of this Section shall not preclude the application to the development of the Project and the Subject Property of those changes in City ordinances, regulations, plans, or specifications that are (i) specifically mandated and required by changes in state or federal laws or regulations as provided in California Government Code Section 65869.5 or any successor provision or provisions, (ii) required to ensure public safety and are made applicable throughout the City, or (iii) are required to ensure access under the Americans with Disabilities Act. In the event such changes prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended or performance thereof delayed, as may be necessary to comply with such changes in the law.

B. Except as provided below, the payment of fees associated with the construction of the Project, including land use approvals, development fees, building permits, etc., shall be in the amounts in effect at the time application is made for such approvals or permits and such amounts may increase over time.

C. City may apply to the Project any and all new health and safety regulations (e.g., fire, building, and seismic, plumbing, and electric codes) that become applicable to the City as a whole after the Effective Date.

Section 11. Property Owner's Obligations. In consideration of the rights and benefits Property Owner is granted under this Agreement, Property Owner agrees to provide each and every one of the community benefits set forth in this Section.

A. Development Fee. The Subject Property will be concurrently re-zoned to permit the Project's proposed use, and City and Property Owner agree that due to the fact that the prior use of the Project site has provided certain Community Benefits that will no longer be provided by the Project, Property Owner shall contribute to the City a Development Fee, a portion of which will be used to provide Community Benefit to compensate the City for the loss of certain Community

Benefits. The Project is located at 1211 East Badillo Street (current address) and involves the repurposing of a former 177,440 square foot building. Property Owner agrees to pay a total of $5,600,000 as the total Development Fee during the term of the agreement. The Development Fee shall be paid in the following manner:

i. Property Owner shall pay a one-time lump sum Development Fee in the amount of $2,000,000 to the City at issuance of the Final Certificate of Occupancy, which is to be used to provide Community Benefits.

ii. Property Owner shall pay twelve (12) annual payments of $100,000 to the City, starting with issuance of the Final Certificate of Occupancy, which are to be used to provide Community Benefits.

iii. Property Owner shall pay twelve (12) annual payments of $200,000 to the City General Fund starting with issuance of the Final Certificate of Occupancy..

B. Operational Conditions Imposed.

i. Per the Traffic Impact Study conducted by NV5 and the Initial Study/Mitigated Negative Declaration document, the facility shall not generate more than 914 trips per day (602 passenger vehicles, 284 delivery vans, and 28 tractor-trailer trucks). The facility operator shall retain the services of a Traffic Engineering firm on the City's list of service providers to conduct an annual 72-hour (consecutive) driveway count recording all trucks, vans, and passenger vehicles going into and out of the four driveways serving the site (three on San Bernardino Road and four on Badillo Avenue). The driveway count occurrence shall take place during the calendar year of every year the development agreement is in full effect. The Driveway Count report shall be submitted directly to the City by the Traffic Engineering firm. If the operations exceed the number of allowable trips per day, City and Property Owner shall meet, develop and implement a resolution satisfactory to both parties.

ii. The operator shall maintain a complaint hotline on a 24/7 status and shall post a publicly visible sign with the 24/7 hotline telephone number, email address, and contact person's name where complaints about the operation of the facility can be received. The operator shall maintain a written log of all complaints and actions taken in connection with the complaints and to inform complainants of the actions taken. The operator shall provide to the City within ten (10) days of receiving a written request for such information from the City a report of complaints received within the prior 6 months and actions taken in response.

iii. Should any product delivery truck or van's California OSHA required back-up warning alarm disrupt the peaceful quality of life for adjoining residents to the property, beyond the thresholds set forth in the MND, the business operator shall diligently pursue operational changes or vehicle alarm

modification to reduce and/or eliminate any disturbing noise heard by adjoining residents.

iv. The operator shall ensure that the left turn pocket on San Bernardino Road shall not have more than one tractor-trailer truck waiting to turn on to the property in any given time. Should the left turn pocket/lane have more than one truck in queue that traffic is backed-up and becomes a problem, the operator shall diligently work with the City of Covina and West Covina to resolve the issue. The operator shall be responsible for reimbursing the impacted cities for the cost of enforcement (staff time including police officers and/or code enforcement officers). If traffic becomes an on-going issue/problem due to trucks crowding the left turn lane, the City and Property Owner shall meet, develop and implement a resolution satisfactory to both parties.

v. The public and/or customers shall not be allowed to pick up packages on the site at any time.

vi. The operator shall ensure that all individual consultants, contractors, and/or self-employed drivers maintain a City business license.

vii. The operator shall, in good faith, purchase supplies and services from City of West Covina based businesses and request all consultants and contractors to patronize City of West Covina businesses in performing their tasks, including the purchase of fuel and maintenance for delivery vans.

viii. The Project shall install a sound barrier in the form of a 8-foot high masonry wall along the entire length of the Project's eastern property line or keep the existing wall with increased landscaping and screening.

ix. The Project shall comply with external lighting standards and limitations that the Property has been subject to since the implementation of Specific Plan-11, if such standards are more restrictive that the proposed lighting.

x. Any light pole replaced along the property line with Lark Ellen Village shall be no taller than existing light poles along the property line with the Lark Ellen Village and shall contain shields to ensure lighting is directed away from Lark Ellen Village.

xi. The operator shall post signs prohibiting smoking and playing music in cars or vans with the windows open or otherwise outside within fifty (50) feet of the eastern property line and shall make reasonable efforts to enforce the prohibitions.

xii. No speakers or megaphones shall be used on the exterior of the Property in excess of the on-site operational noise thresholds outlined in the MND (see Section 3.3 of Appendix F of the MND), except in the case of emergencies.

xiii. The operator shall offer all employees working at the Project the option of setting aside up to S270/month of their before-tax pay to be used to subsidize

alternative transportation expenses. The operator shall also offer preferential parking for car /vanpools close to the building entrance with the number of available spaces varying by demand. The operator shall provide kiosks/bulletin boards where transit and ridesharing options are posted. The operator shall provide a ride-matching platform such as Waze and assign an employee transportation coordinator to encourage the use of alternative transportation options.

xiv. The operator shall not allow van activity in the eastern parking lot, as shown in Exhibit A, daily during the hours of 11pm - 6am and shall make all reasonable efforts to minimize all vehicle activity in the eastern parking lot during that same time period.

C. Apprenticeship Program. The Property Owner and/or his successor shall implement its best efforts to develop and maintain an Apprentice/Intern Program with West Covina Unified School District (West Covina High School), Covina-Valley Unified School District (South Hills High School), and Rowland Unified School District (Nogales High School) to assist high school students who may desire a career in business to learn job skills and earn at the same time.

Section 12. Timing of Property Owner's Obligations. Unless otherwise stated herein, any and all sums outlined in Section 11 shall become due and payable within 30 days of receipt of the Project's Certificate of Occupancy. Notwithstanding the above, Property Owner shall have the right to pay any and all sums outlined in Section 11 prior to the date they become due without any penalty to Property Owner.

Section 13. City's Obligations. The City shall expedite review of all plans and issuance of all permits associated with the project, including the improvements set forth in the Project Approvals. For Plans submitted prior to City Council approval, the City and Property Owner shall work together in good faith to issue permits, or provide written details of corrections necessary for the issuance of the permits within two (2) business days of the effective date of the Ordinance. For all other plans and permits submitted after City Council approval, for the project or offsite improvements required by this Agreement, the City shall conduct an expedited review process with initial review of all permit sets and issuance of any comments to the Property Owner within 8 days (2 working weeks) of submittal. The City shall issue subsequent review comments within 4 days (1 working week) of resubmittal. The issuance of any permits shall not occur until the effective date of the Ordinance. All submittals made by the developer shall note the time limits and specifically reference this Agreement and this Section

Section 14. Annual Review. In accordance with Government Code section 65865.1, the City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith compliance by Developer with the terms of this Agreement. Failure of the City to conduct an annual review shall not constitute a waiver by the City or Developer to conduct a future annual review or to otherwise enforce the provisions of this Agreement, nor shall a party have or assert any defense to such enforcement by reason of any such failure. The failure of the City to undertake such review shall not, in itself, invalidate the terms of this Agreement or excuse any party hereto from performing its obligations under this Agreement.

At least ten (10) days prior to the commencement of any annual review, the City shall deliver to Developer a copy of any public staff reports and other documents to be used or relied upon in conducting the review. Developer shall be permitted an opportunity to respond to the City's

evaluation of Developer's performance by written and oral testimony at the public hearing to be held before the City Council.

At the conclusion of the annual review, the City shall make written findings and determinations on the basis of substantial evidence, as to whether or not Developer or its successors have complied in good faith with the terms and conditions of this Agreement.

Section 15. Indemnification and Legal Challenge.

A. To the maximum extent permitted by law, Property Owner must defend, indemnify, and hold City and its elected officials, officers, contractors serving as City officials, agents, and employees ("Indemnitees") harmless from liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities for damages caused or alleged to have been caused by reason of the Property Owner's activities in connection with the development and/or construction of the Project on the Project site, and which may arise from the direct or indirect operations of the Property Owner or those of the Property Owner's contractors, agents, tenants, employees or any other persons acting on Property Owner's behalf, which relate to the development and/or construction of the Project. This indemnity provision applies to all damages and claims for damage, as described above, regardless of whether or not the City prepared, supplied, or approved the plans, specifications, or other documents for the Project.

B. In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this Agreement, any of the Entitlement documents pertaining to the Project including, without limitation, the City's General Plan, Zoning Ordinance, or any other supporting document relating to the Project, the applicable Property Owner must indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by, and/or awarded against, the City or any of the Indemnitees in relation to such action. The City shall have the right to select counsel of its choice that the Property Owner reasonably approves. The parties hereby agree to cooperate in defending such action. The City will cooperate in any such third-party challenge and will not take any position adverse to the Property Owner in connection with such third-party challenge.

C. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court. Absent issuance of an injunction, the Property Owner may elect to continue development under this Agreement pending completion of the litigation but it shall do so at its sole risk, and the City shall not be liable for any loss suffered as a result thereof.

D. If any litigation results in a judgment wherein the courts order the City to reconsider any matter pertaining to this Agreement or the Entitlements, the City and Developer agree that such reconsideration shall be expeditiously performed to remedy any defects noted in the judgment. If such remedy includes the need to re-approve any or all of the Entitlements, the City agrees to expeditiously re-approve any or all of the Entitlements in a manner consistent with the requirements of the judgment and to the extent re-approval is in harmony with the spirit and intent of this Agreement, the original Entitlements, and the public welfare.

E. This Section shall survive the expiration or earlier termination of this Agreement.

Section 16. Amendments. This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the parties and then in the manner provided for in California Government Code § 65868, *et seq*., or successor provisions thereto.

Section 17. Enforcement. In the event of a default under the provisions of this Agreement by a Property Owner, City shall give written notice to the Property Owner (or its successor) by registered or certified mail addressed at the address stated in this Agreement, and if such violation is not corrected to the reasonable satisfaction of City within sixty (60) days after such notice is served on the Property Owner, or if not corrected within such reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within said sixty (60) days (provided that acts to cure the breach or default must be commenced within said sixty (60) days and must thereafter be diligently pursued by Property Owner), then City may, without further notice, declare a default under this Agreement and, upon any such declaration of default, City may bring any action necessary to specifically enforce the obligations of the Property Owner growing out of the operation of this Development Agreement, apply to any court, state or federal, for injunctive relief against any violation by the Property Owner of any provision of this Agreement, or apply for such other relief as may be appropriate.

Section 18. Event of Default. A Property Owner is in default under this Agreement upon the happening of one or more of the following events or conditions:

A. If a material warranty, representation or statement made or furnished by the Property Owner to City set forth herein or in any document incorporated by reference herein is false or proved to have been false in any material respect when it was made;

B. If a finding and determination is made by City following an annual review pursuant to this Agreement, upon the basis of substantial evidence, that the Property Owner has not complied in good faith with any material terms and conditions of this Agreement, after notice and opportunity to cure as provided by this Agreement; or

C. A breach by the Property Owner of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in this Agreement.

Section 19. No Waiver of Remedies. City does not waive any claim of defect in performance by a Property Owner if on periodic review City does not enforce this Agreement. Nonperformance by a Property Owner shall not be excused because performance by the Property Owner of the obligations herein contained would be unprofitable, difficult, or expensive, or because of a failure of any third party or entity, other than City. Subject to the provisions of Section 19, all other remedies at law or in equity which are not otherwise provided for in this Agreement are available to each party to pursue in the event that there is a breach of this Development Agreement by the other party (subject to applicable notice and cure periods). No waiver by City or Property Owner of any breach or default under this Development Agreement by the other party shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

Section 20. City Not Liable For Damages. It is acknowledged by the parties that the City would not have entered into this Agreement if it could be held liable in damages under or with respect to this Agreement or the application thereof. Consequently, and except for the payment of attorney's fees in accordance with this Agreement, the City shall not be liable in damages to the Property Owner, or to any assignee, transferee, or any other person, and the Property Owner covenants on behalf of itself and its successors in interest not to sue for or claim any damages:

A. For any breach of this Agreement;

B. For the taking, impairment or restriction of any right or interest conveyed or provided hereunder or pursuant hereto;

C. Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement; or

D. For any injury to or interference with the rights of the property owner, allegedly or actually arising out of, or incurred in connection with, the parties entering this Agreement, or their exercise of any rights under this Agreement.

The parties hereby warrant that each enters into this Agreement with the understanding that if the City defaults on its obligations under this Agreement due to an action taken by the electorate of the City in the exercise of the reserved powers of initiative and referendum, this Agreement shall be modified or suspended to the extent required by Government Code Section 65869.5 and Property Owner's right to seek specific performance, a writ of mandate, or other mandatory relief shall be limited by such force as the action taken by the electorate may have in light of state law as determined by any court of competent jurisdiction, in which case the Property Owner' principal remedy shall lie in reformation of this Agreement

Section 21. Rights of Lenders Under this Agreement. Should a Property Owner place or cause to be placed any encumbrance or lien on the Project, or any part thereof, the beneficiary ("Lender") of said encumbrance or lien shall have the right at any time during the term of this Agreement and the existence of said encumbrance or lien to:

A. Do any act or thing required of the Property Owner under this Agreement, or cure any default of the Property Owner under this Agreement within the time limits set forth in this Agreement, and any such act or thing done or performed by Lender or cure shall be as effective as if done by Property Owner;

B. Realize on the security afforded by the encumbrance or lien by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the encumbrance or lien (hereinafter referred to as "a trust deed");

C. Transfer, convey or assign the title of the Property Owner to the Subject Property to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a trust deed; and

D. Acquire and succeed to the interest of the Property Owner by virtue of any foreclosure sale, whether the foreclosure sale is conducted pursuant to a court order or pursuant to a power of sale contained in a trust deed.

Should any Lender require or request an amendment of this Agreement in respect of the rights and remedies granted to a Lender, City hereby agrees to consider such an amendment in good faith and in accordance with state and local law so long as the proposed amendment does not materially and adversely affect the rights, powers, and remedies of the City in respect of a default by the Property Owner hereunder.

Section 22. Notice to Lender. City shall give written notice of any default or breach under this Agreement by Property Owner to Lender (if known by City) simultaneously with such notice of default City gives to Property Owner and afford Lender the opportunity after receipt of service of

the notice to:

A. Cure the breach or default within thirty (30) days after service of said notice, where the default can be cured by the payment of money;

B. Cure the breach or default within thirty (30) days after service of said notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or

C. Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within thirty (30) days after said notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

Section 23. Action by Lender. Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default under the terms of this Agreement by a Property Owner by commencing proceedings to foreclose its encumbrance or lien on the Subject Property. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall not, however, forestall any such action by the City for the default or breach by the Property Owner unless:

A. They are commenced within thirty (30) days after service on Property Owner (and on Lender if Lender's address is provided by notice to the City pursuant this Agreement) of the notice described hereinabove;

B. They are, after having been commenced, diligently pursued in the manner required by law to completion; and Lender keeps and performs all of the terms, covenants, and conditions of this Agreement requiring the payment or expenditure of money by the Property Owner until the foreclosure proceedings are complete or are discharged by redemption, satisfaction, or payment.

Section 24. Notice. Any notice required to be given by the terms of this Agreement shall be provided by certified mail, return receipt requested, at the address of the respective parties as specified below or at any other such address as may be later specified by the parties hereto.

To Property Owner:	AG WEST COVINA OWNERS, LLC 18301 Von Karman, Suite 250 Irvine, CA 92612
To City:	City of West Covina 1444 West Garvey Avenue South West Covina, CA91790 Attention: City Manager

Section 25. Attorneys' Fees. In any proceedings arising from the enforcement of this Development Agreement or because of an alleged breach or default hereunder, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and experts' fees incurred during the proceeding (including appeals) as may be fixed within the discretion of the court.

Section 26. Binding Effect. This Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

Section 27. Applicable Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for any action or litigation brought for breach or to enforce any provision of this Agreement shall be the County of Los Angeles, California.

Section 28. Partial Invalidity. If any provisions of this Agreement shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 29. Recordation. The City Clerk shall record this Agreement in the Official Records of the County Recorder of the County of Los Angeles within ten (10) business days following the Effective Date. Upon the expiration of the terms of this Agreement and the request of the Property Owner, the City will execute and deliver, in recordable form, an instrument confirming that this Agreement is terminated and of no further force or effect.

Section 30. Force Majeure. In the event that any party hereto shall be delayed or hindered or prevented from performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, riots, insurrection, terrorism, war or other reason of similar nature not the fault of the party delayed in performing the work or doing the acts required under the terms of this Agreement, then the performance of such act shall be excused for the period of the delay caused by the foregoing. Financial inability shall not be deemed an excuse for delay under this Section 30.

Section 31. Integrated Agreement. This Development Agreement consists of this Agreement together with all Exhibits attached hereto, and all of the same are hereby incorporated by reference. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions set forth in the Exhibits. No representation or promise, verbal or written, not expressly set forth herein shall be binding or have any force or effect.

Section 32. Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

A. Expiration of the stated Term of this Agreement as set forth in Section 6.

B. Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

C. The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property including but not limited to, all conditions and mitigation measures imposed as part of such entitlements prior to the date of termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with

respect to any obligations that are specifically set forth as surviving this Agreement.

Section 33. Time of Essence. Time is of the essence in every provision hereof in which time is a factor.

Section 34. Headings. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

Section 35. No Third Party Rights. No third party shall be deemed to have any rights hereunder against either party as a result of this Agreement.

Section 36. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and Property Owner. The anticipated refinements to the Project may demonstrate that clarifications to this Agreement and the Project Approvals are appropriate with respect to the implementation of this Agreement and the Project Approvals. If, when, and as it becomes necessary or appropriate to take implementing actions or make such changes, adjustments or clarifications, the Parties may effectuate such actions, changes, adjustments or clarifications through an operating memorandum ("Operating Memorandum") approved by the parties in writing which references this Section. Such Operating Memorandum shall not require public notices and hearings or an amendment to this Agreement unless it is required by Section 16 above. The City Manager shall be authorized, after consultation with and approval of Property Owner, to determine whether a requested adjustment, clarification or implementing action (i) may be effectuated pursuant to this Section 33 and is consistent with the intent and purpose of this Agreement and the Project Approvals or (ii) is of the type that would constitute an amendment to this Agreement and thus would require compliance with the provisions of Section 16 above. The authority to enter into such Operating Memorandum is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any Operating Memorandum hereunder without further City Council action.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Effective Date set forth hereinabove.

CITY OF WEST COVINA,
a Municipal Corporation

Dated: _____

_____
Letty Lopez-Viado, Mayor

ATTEST:

_____
Lisa Sherrick
Asst. City Clerk

Approved as to form:

_____
Thomas P. Duarte
City Attorney

Developer: AG WEST COVINA OWNERS, LLC
18301 Von Karman, Suite 250
Irvine, CA 92612

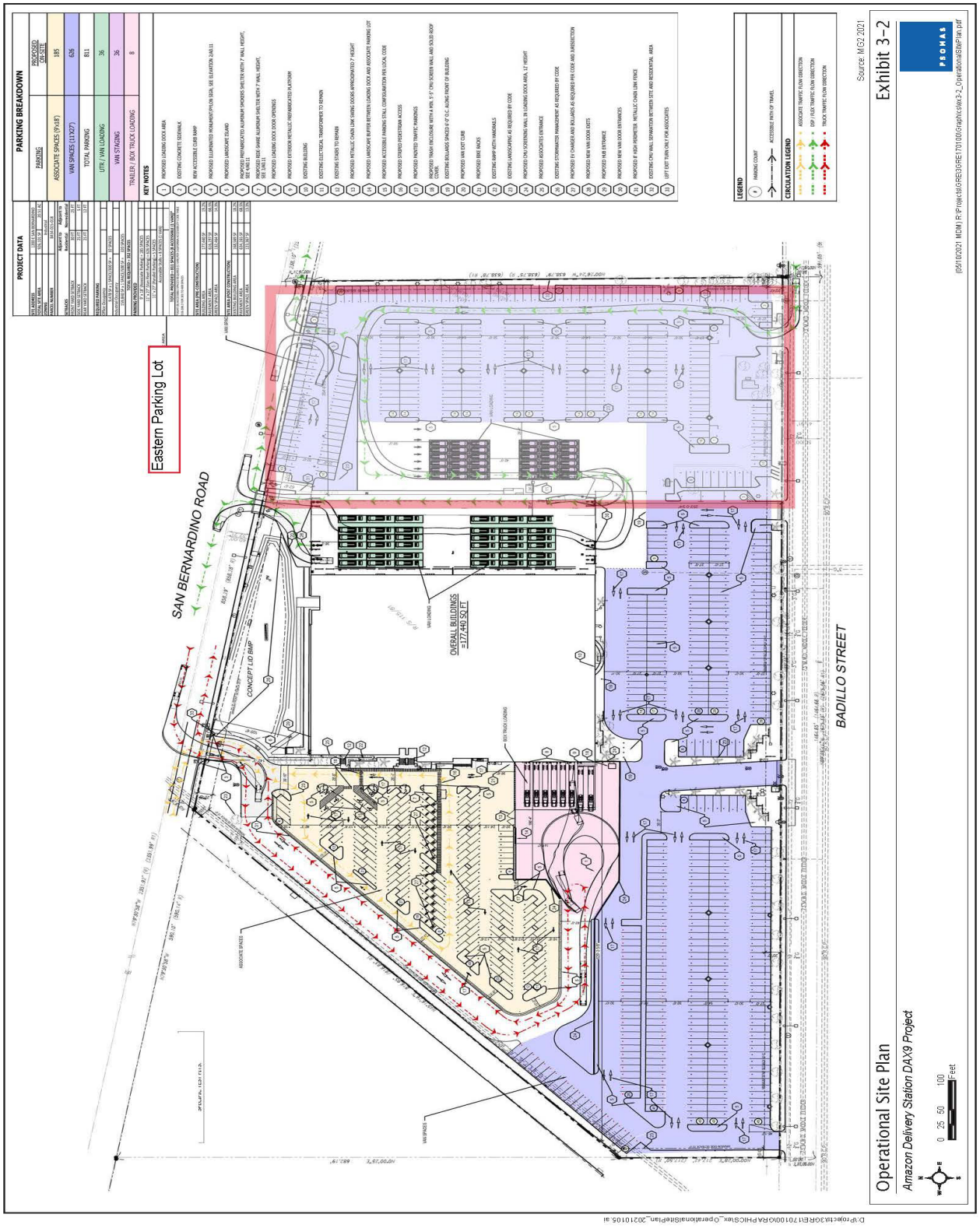
By: _____

Name:

Title:

Dated: _____

Exhibit A


PROJECT DATA
PARKING BREAKDOWN
PARKING
PROPOSED PARKING
ASSOCIATE SPACES (9'x18')
185
VAN SPACES (11'x27')
626
TOTAL PARKING
811
UTR / VAN LOADING
36
VAN STAGING
36
TRAILER / BOX TRUCK LOADING
8
KEY NOTES
LEGEND
CIRCULATION LEGEND
Eastern Parking Lot
SAN BERNARDINO ROAD
BADILLO STREET
OVERALL BUILDINGS =177,440 SQ FT
CONCEPT LID BMP
Source: MGI 2021
Exhibit 3-2
Operational Site Plan
Amazon Delivery Station DAX9 Project
0 25 50 100 Feet
PSOMAS

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 2, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2473 - CODE AMENDMENT NO. 20-04, CODE AMENDMENT RELATED TO RESIDENTIAL-AGRICULTURE (R-A) AND SINGLE-FAMILY RESIDENTIAL (R-1) STANDARD

RECOMMENDATION:

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

> **ORDINANCE NO. 2473 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING CODE AMENDMENT NO. 20-04, CODE AMENDMENT RELATED TO RESIDENTIAL-AGRICULTURE (R-A) AND SINGLE-FAMILY RESIDENTIAL (R-1) STANDARD**

BACKGROUND:

In order to promote the development of Accessory Dwelling Units (ADUs), the California Legislature further updated State law effective January 1, 2020 to clarify and update various provisions. Although Code Amendment No. 20-04 was brought forth because of the State's ADU mandate, the proposed Code Amendment is unrelated to the ADU Ordinance. This Code Amendment would address certain R-A/R-1 standards that the State's ADU mandate made necessary and other sections in the R-A/R-1 standards needed to be addressed.

Initial Planning Commission Review

On April 28, 2020, staff presented the draft Code Amendment to the Planning Commission. The Planning Commission continued the item for discussion at a later time to allow more time for members of the public to provide comments and to allow staff to research information regarding existing options for residents pertaining to the potential lack of street parking.

On June 24, 2020, the Planning Commission held a public hearing to consider the proposed Code Amendment. Staff provided the Planning Commission information on the process for requesting restricted street parking on streets with street parking issues. There were no public comments offered during the public hearing. The Planning Commission voted 5-0 to approve Resolution No. 20-6042 recommending the City Council adopt Code Amendment No. 20-04.

Initial City Council Review

On August 4, 2020, the City Council held a public hearing to consider the Code Amendment and voted 5-0 to

forward the item back to the Planning Commission for further revisions. During the meeting, the City Council expressed their disapproval of the limitations placed for "nonhabitable bonus rooms."

Planning Commission Reconsideration

Since the Code Amendment was last discussed with the City Council, both the City Council and Planning Commission have reorganized with new members, and the following R-A/R-1 standards have been individually brought up during public hearings as items that should be revised in the future:

- Garages should not be included in the maximum unit size calculation; the maximum unit size should be limited to living area
- Detached garages and storage sheds within the required rear yard (25 feet from the property line) should not be limited to 15 feet in height and should be allowed higher
- Basic side and rear setback requirements (side: 5-10 feet depending on the area; rear: 5-25 feet depending on height) should not apply to detached garages and storage sheds.

On August 24, 2021, the Planning Commission held a public hearing and provided staff with direction on the revised Code Amendment language related to the newly requested changes.

At the September 28, 2021 Planning Commission meeting, the Planning Commission voted 4-1 to approve Resolution No. 21-6100 recommending the City Council adopt Code Amendment No. 20-04.

City Council Review

Based upon the actions and recommendations of the Planning Commission, the City Council held a public hearing and introduced Ordinance No. 2473 at the October 19, 2021 City Council meeting.

DISCUSSION:

Ordinance No. 2473 is a code amendment to amend Residential-Agriculture (R-A) and Single-Family Residential (R-1) zone development standards pertaining to non-habitable accessory structures (including storage sheds, garages, and recreation rooms) and maximum driveway width.

The Ordinance will take effect on the 31st day after adoption, which is on or about December 3, 2021.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Conduct the second reading and adopt Ordinance No. 2473; or
2. Provide alternative direction.

ENVIRONMENTAL REVIEW:

The proposal is not subject to the California Environmental Quality Act (CEQA) per Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to activity that results in direct or reasonably foreseeable indirect physical change in the environment and for activity considered to be a project, respectively. The amendment to the West Covina Municipal Code would not result in a physical change in the environment because it would simply revise existing standards.

Prepared by: Jo-Anne Burns, Planning Manager

Attachments

Attachment No. 1 - Ordinance No. 2473

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

ATTACHMENT NO. 1

ORDINANCE NO. 2473

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT CODE AMENDMENT NO. 20-04, CODE AMENDMENT RELATED TO RESIDENTIAL-AGRICULTURE (R-A) AND SINGLE-FAMILY RESIDENTIAL (R-1) STANDARDS

WHEREAS, the City's R-A and R-1 standards were last updated on February 18, 2020 through the adoption of Ordinance No. 2469; and

WHEREAS, on February 25, 2020, the Planning Commission conducted a study session and initiated a code amendment related to Residential-Agriculture (R-A) and Single-Family Residential (R-1) standards; and

WHEREAS, on April 28, 2020 and June 24, 2020**,** the Planning Commission conducted duly noticed public hearings as prescribed by law regarding proposed Code Amendment No. 20-04. At the conclusion of the public hearing on June 24, 2020, the Planning Commission approved Planning Commission Resolution No. 20-6042, recommending that the City Council approve Code Amendment No. 20-04; and

WHEREAS, on August 4, 2020, the City Council conducted a duly noticed public hearing as prescribed by law regarding Code Amendment No. 20-04 and forwarded Code Amendment No. 20-04 back to the Planning Commission for further revisions; and

WHEREAS, on August 24, 2021 and September 28, 2021, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Code Amendment No. 20-04. At the conclusion of the public hearing, the Planning Commission approved Planning Commission Resolution No. 21-6100, recommending that the City Council approve Code Amendment No. 20-04; and

WHEREAS, on October 19, 2021, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance approving Code Amendment No. 20-04; and

WHEREAS, based on review of the State CEQA Guidelines, the City Council finds and determines that the proposed ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment; and

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

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

SECTION 1. Subsection (b) of Section 26-296.1100 of the West Covina Municipal Code is hereby amended to read as follows:

(b) *Maximum unit size exception* shall mean an increase of the total gross square footage permitted for a unit as defined in section 26-401.5 by up to twenty-five (25) percent of the gross square footage of the primary residence. ~~main building, and/or attached accessory uses (including, but not limited to an accessory habitable quarter/guest house, or garage), and/or detached garages, as set forth in subsection (d) of this section.~~

SECTION 2. Subsection (d) of Section 26-296.1100 of the West Covina Municipal Code is hereby deleted in its entirety.

SECTION 3. Subsection (2) of Section 26-391 of the West Covina Municipal Code is hereby amended to read as follows:

(2) Accessory buildings.
- a. Accessory dwelling units as allowed per article XII, division 11 (26-685.30 *et seq*.).
- b. Non-habitable accessory buildings or structures, including, but not limited to the following:
  1. Garages;
  2. Carports;
  3. Workshops;
  4. Storage rooms or sheds;
  5. Detached patio covers;
  6. Pool bathroom or detached bathroom;
  7. Recreation room.

All non-habitable accessory buildings of more than one hundred twenty (120) square feet shall file a covenant defining the use of the accessory building and stating that the building shall not be converted to any other use without city approval including an accessory dwelling unit.

SECTION 4. Subsection (c) of Section 26-401.5 of the West Covina Municipal Code is hereby amended to read as follows:

(c) The above maximum unit sizes may be increased by up to twenty-five (25) percent subject to the approval of an administrative use permit pursuant to the procedures

outlined in section 26-296.1200. ~~Attached accessory structures, including, but not limited to, accessory habitable quarters, accessory dwelling units, and garages, shall be included in the twenty-five (25) percent figure.~~

SECTION 5. Subsection (a) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

(a) Each single-family dwelling shall provide four (4) accessible off-street parking spaces for each dwelling unit. A minimum of two (2) spaces shall be enclosed on three (3) sides and roofed. ~~The provisions of this section shall apply to new single-family dwelling construction after January 1, 1993.~~

SECTION 6. Subsection (b) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

(b) For single-family dwellings with a gross floor area (exclusive of garages) of four thousand five hundred (4,500) square feet or greater or with five (5) or more bedrooms a minimum of the three (3) off-street parking spaces located within an enclosed garage is required. Tandem parking may be permissible for the purpose of providing the three (3) required parking spaces provided tandem parking is limited to not more than one (1) vehicle behind another and a minimum of two (2) parking spaces are provided side-by-side at the garage entrance. Legal nonconforming covered parking spaces ~~in existence prior to February 21, 2014~~ that do not fully meet these requirements may continue to be maintained, repaired, and/or rebuilt to the same size and configuration as long as such nonconforming covered parking spaces were legally established and maintained. The requirements of this section shall apply to new construction and the expansion of existing single-family dwellings.

SECTION 7. Subsection (e) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

(e) Garages and carports shall have a minimum interior clear width and depth of twenty (20) feet between columns or walls. Three-car garages shall have a minimum interior clear width of thirty (30) feet and depth of twenty (20) feet. In cases where a tandem parking space is proposed to comply with a required three-car garage, a minimum of two (2) parking spaces shall be provided side-by-side at the garage entrance and minimum ten (10) feet by twenty (20) feet shall be provided behind. Unless otherwise approved in advance by the planning director in writing, placement of garage doors shall be centered between columns or walls. Access to such parking shall be paved, not less than twelve (12) feet in width, nor wider than the garage or carport, except as modified in section 26-402.5. The balance of the required spaces, if uncovered, shall have minimum dimensions of eight (8) feet by sixteen (16) feet.

(1) In the case where an expansion to the existing single-family structure exceeds 300 square feet, or exceeds the maximum permitted for a lot as outlined in section 26-296.1100, any garage or carport shall conform to the provisions regulating width and depth in subsection ~~(c)~~ (e) of this section, the provisions

regulating the number of required off-street parking spaces in subsection (a) and any front, side and rear yards as regulated by this article.

SECTION 8. Subsection (b)(2) of Section 26-402.5 of the West Covina Municipal Code is hereby amended to read as follows:

(2) A "primary driveway" shall be defined as that area providing direct access from the street to a garage, ~~or~~ carport, or required parking space(s) with a minimum length of twenty-two (22) feet. No driveway established prior to June 1, 1991, by permit, shall be considered nonconforming.

SECTION 9. Subsection (e) of Section 26-402.5 of the West Covina Municipal Code is hereby amended to read as follows:

(e) Pavement in the front yard shall be limited to the width of the garage or carport, plus an additional six (6) feet on either or both sides of the garage or carport driveway, or an additional twelve (12) feet on one side of the driveway and any secondary driveway. In instances where the property does not have a garage or carport, the front yard driveway pavement shall be limited to 20 feet in width. Substitutions of paved materials for the additional paved areas are permitted if found to be substantially similar to the requirements of this article. In cases of irregularly shaped lots or sites hampered by topographical features, the additions shall be parallel to and/or concentric with the access drive.

SECTION 10. Section 26-405 of the West Covina Municipal Code is hereby amended to read as follows:

In the R-A and R-1 zones every lot shall have side yards as follows, except as set forth in Section 26-405.5 (Special requirements for yards and setbacks):

(a) Interior and corner lots:
  (1) Five (5) feet in Area Districts I, IA, II and IIA.
  (2) Seven (7) feet in Area District III.
  (3) Ten (10) feet in Area Districts IV and V.
  (4) On any corner lot, no residence facing the side street shall be located within twelve and one-half (12½) feet of the side street property line.

(b) Reversed corner lots: Shall have the same side yard requirements as interior lots except the street side setback for the entire depth of the lot shall be no less than fifty (50) percent of the required front yard of the lot to the rear.

~~(c) Nonconforming side yards: Where a nonconforming side yard existed prior to January 1, 1970, the first floor of a single-family structure may be extended or enlarged adjacent thereto, but shall conform to the side yard requirements stated in subsection (a) above. The provisions of this section do not apply to the development standards for second story setbacks as provided in section 26-405.7.~~

SECTION 11. Subsection (a) of Section 26-405.5 of the West Covina Municipal Code is hereby amended to read as follows:

(a) All nonhabitable free-standing roofed solid-walled structures with a projected roof area of less than ~~one hundred twenty (120)~~ 120 square feet or nonroofed structures with a total floor area of less than ~~one hundred twenty (120)~~ 120 square feet, and ~~under~~ no taller than seven (7) feet in height in yards which are screened by fencing or shrubs at least five (5) feet tall may encroach into the required interior side yard behind the main building ~~as described in section 26-405~~, and ~~the rear five (5) feet of~~ the required rear yard. All nonhabitable free-standing roofed solid-walled structures greater than 120 square feet and greater than seven (7) feet in height shall be set back 4'-0" from the interior side and rear property lines provided that provisions within Sections 26-406 and 26-407 are complied with.

SECTION 12. Section 26-406 of the West Covina Municipal Code is hereby amended to read as follows:

~~Every lot in the R-A and R-1 zones shall have a required rear yard of twenty-five (25) feet, except that in Area District IA the yard shall be not less than fifteen (15) feet.~~
In the R-A and R-1 zones every lot shall have rear yards as follows, except as set forth in Section 26-405.5 (Special requirements for yards and setbacks):

(a) 25 feet in Area Districts I, II, III, IV, and V
(b) 15 feet in Area District IA

SECTION 13. Section 26-407 of the West Covina Municipal Code is hereby amended to read as follows:

Sixty (60) percent of the required rear yard in R-A and R-1 zones shall remain open; and the remaining forty (40) percent of the required rear yard may be covered by single story construction with a height of no greater than fifteen (15) feet.

(a) Garages and/or storage sheds may exceed the 15 feet height limitation by no greater than five (5) feet, subject to an administrative review set forth in Chapter 26, Article VI, Division 11 (Administrative Review by Planning Director) provided that the *Director determines that the design of the proposed garage or storage shed is compatible with other structures on the property and is at least 15 feet away from any permitted structure and/or swimming pool located on a neighboring property.*
(b) No construction shall be permitted within five (5) feet of the rear property line, except as set forth in Section 26-405.5 (Special requirements for yards and setbacks).

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

SECTION 15. This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

PASSED, APPROVED AND ADOPTED this this 2nd day of November, 2021.

_____
Letty-Lopez Viado
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2473 was introduced at a regular meeting of the City Council held on the 19th day of October, 2021, and adopted at a regular meeting of the City Council held on the 2nd day of November, 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Lisa Sherrick
Assistant City Clerk

AGENDA ITEM NO. 5

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 2, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: PROPOSED ORDINANCE ESTABLISHING A PUBLIC, EDUCATIONAL AND GOVERNMENTAL FEE

RECOMMENDATION:

It is recommended that the City Council introduce for first reading, by title only, further reading waived, the following ordinance amending Article II of Chapter 11 of the West Covina Municipal Code to establish a public, educational, and governmental fee on state video franchisees operating within the City:

> **ORDINANCE NO. 2492 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA AMENDING ARTICLE II (VIDEO FRANCHISES) OF CHAPTER 11 (FRANCHISES) OF THE WEST COVINA MUNICIPAL CODE TO ESTABLISH A PUBLIC, EDUCATIONAL, AND GOVERNMENTAL FEE ON STATE VIDEO FRANCHISEES OPERATING WITHIN THE CITY OF WEST COVINA**

BACKGROUND:

In 2006, the California Legislature adopted the Digital Infrastructure and Video Competition Act of 2006 ("DIVCA"), which changed the manner in which video services are regulated by placing local franchising within a state franchising system administered by the California Public Utilities Commission ("CPUC"). In 2009, the City amended Article 2 of Chapter 11 of the West Covina Municipal Code to implement DIVCA through the adoption of Ordinance No. 2191.

DIVCA authorizes cities to adopt an ordinance imposing a fee of up to one percent (1%) of a state video franchise holder's "gross revenues," as defined, to support public, educational, and governmental ("PEG") channel facilities. In adopting Ordinance No. 2191 in 2009, the City did not adopt a PEG fee. Without an established PEG fee, the City is losing out on approximately $165,000-$190,000 annually in such fees. However, DIVCA permits cities to establish a PEG fee at any time. (Cal. Pub. Util. Code § 5870(n).)

This 1% fee is paid directly by the state franchisees and, unlike sales tax and other "pass-throughs", this is not a direct obligation of their customers. However, DIVCA permits state franchisees to recover any PEG fees remitted to a local entity by billing a recovery fee as a separate line on the regular bill of each subscriber. (Cal. Pub. Util. Code § 5870(o).) The PEG fee is a fee collected by most municipalities in California. Surrounding cities that impose PEG fees include: Covina, La Puente, La Verne, San Dimas, Walnut, Irwindale, Diamond Bar, and many others.

There are two state video franchise holders operating in the City: Frontier California Inc. dba Frontier California

Inc. (“Frontier”) and CCO SoCal I, LLC dba Charter Communications ("Charter”). Frontier’s current franchise became effective March 8, 2017. Charter’s current franchise became effective January 2, 2018. The franchises expire after 10 years.

Staff is proposing that the City Council introduce for first reading the proposed ordinance establishing a 1% PEG fee. Once the ordinance goes into effect, the City will be able to commence collecting fees from Frontier and Charter.

The City Council previously considered adoption of a PEG fee in May 2019.

DISCUSSION:

The primary impact of DIVCA was that the City could no longer issue new cable franchises. The CPUC became the sole franchising authority for video service providers in the state. However, pursuant to DIVCA, cities can collect franchise fees and PEG fees.

Franchise Fees. With regard to all video service providers with state franchises, DIVCA imposes a franchise fee of five percent (5%) of the franchise holder’s “gross revenues” (which term is defined by DIVCA), unless the City opts to lower the franchise fee. Per Section 11-18 of the West Covina Municipal Code, the City imposes the 5% franchise fee. In Fiscal Year 20-21, the City collected $959,352.25 from Charter and Frontier.

PEG Fees. Section 5870(n) of DIVCA authorizes cities to collect an additional fee to support PEG programming. The PEG fee can be established at any time. Under federal law, PEG fees can only be expended to pay for “capital costs” associated with PEG support. These costs can include the purchase and maintenance of PEG facilities and equipment.

Some video service providers have taken the position that the last sentence of 5870(n) requires cities to renew their PEG fee ordinance at the renewal of each franchisee’s state franchise. To avoid any risk that the City will lose revenue for failure to properly establish or reauthorize the PEG fee as required by Section 5870(n), the ordinance does both – it establishes the PEG fee and provides for its automatic reauthorization upon the expiration of a state video franchise.

Proposition 26. The adoption of the proposed PEG fee complies with the requirements of Article XIII C, section 1, subd. (e) of the California Constitution (Proposition 26) because the PEG fee is not a “tax.” The PEG fee is not a tax, by definition, because: the City will use the 1% fee only for the reasonable “capital costs” the City incurs relating to the provision of public, educational, and governmental video services, as that term is defined in federal law, and the charge is only imposed for a specific government purpose or product provided directly to the pay or that is not provided to those not charged.

Government Access Channel. It should be noted the City is currently paying Charter approximately $6,200 per year for the government access channel as a result of a 2019 FCC ruling that allowed cable companies to charge for such service. Prior to the FCC ruling, the government access channel was provided at no cost to the City.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Fiscal Impact

FISCAL IMPACT:

By establishing a PEG fee, the City will be able to collect approximately $168,000 per year from state video franchise holders operating within the City.

Attachments

Attachment No. 1 - Ordinance No. 2492

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Maintain and Enhance City Facilities and Infrastructure
Enhance the City Image and Effectiveness

ATTACHMENT NO. 1

ORDINANCE NO. 2492

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA AMENDING ARTICLE II (VIDEO FRANCHISES) OF CHAPTER 11 (FRANCHISES) OF THE WEST COVINA MUNICIPAL CODE TO ESTABLISH A PUBLIC, EDUCATIONAL, AND GOVERNMENTAL FEE ON STATE VIDEO FRANCHISEES OPERATING WITHIN THE CITY OF WEST COVINA

WHEREAS, the Digital Infrastructure and Video Competition Act of 2006 (Pub. Util. Code §§ 5800 *et seq*., "DIVCA") went into effect on January 1, 2007; and

WHEREAS, Public Utilities Code section 5870(n) ("Section 5870(n)") indicates that a city may to adopt an ordinance establishing a fee on state-franchised video service providers to support public, educational, and governmental ("PEG") channel facilities; and

WHEREAS, Section 5870(n) states that such ordinance shall expire, and may be reauthorized, upon the expiration of the state franchise; and

WHEREAS, the City desires to establish a fee to support PEG channel facilities at the rate of one percent (1%) of the video franchise holder's gross revenues ("PEG Fee"); and

WHEREAS, the City intends to require every state video franchise holder operating now or in the future in the City to pay the PEG Fee; and

WHEREAS, this ordinance does not establish a "tax" within the meaning of Article XIII C, section 1, subdivision (e) of the California Constitution.

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

SECTION 1. Municipal Code Amendment. Sections 11-20 and 11-21 of Article II of Chapter 11 of the West Covina Municipal Code shall be deleted in their entirety and replaced with the following:

"**Sec. 11-20. – Public, educational and governmental (PEG) channel access fee.**

(a) In addition to the franchise fee required pursuant to Section 11-18, a state video franchise holder operating in the city shall pay to the city a fee that is equal to one (1) percent of the gross revenues of that state video franchise holder, which fee shall be used to support PEG channel facilities. The term "gross revenues" shall be defined as set forth in Public Utilities Code section 5860.

(b) To the extent legally required by Public Utilities Code section 5870(n), the city's PEG fee shall automatically be reauthorized upon the expiration of any existing or future state video

franchise(s) held by any state-franchised video service provider operating within the city. This PEG fee shall so renew until such time that the city council takes formal affirmative action to cease the renewals.

(c) The PEG fee shall be remitted to the city on a quarterly basis within forty-five (45) days after the end of each quarter for that calendar year. Each payment shall be accompanied by a detailed summary explaining the basis for the calculation of the PEG fee.

(d) If a state video franchise holder fails to pay the fees when due, or underpays the proper amounts due, the state video franchise holder shall pay a late payment charge at the annual interest rate equal to the highest prime lending rate during the period of delinquency, plus one (1) percent. If the state video franchise holder has overpaid the PEG fee, it may deduct the overpayment from its next quarterly payment.

Sec. 11-21 – Audit authority.

Not more than once annually, the city manager or the city manager's designee may examine and perform an audit of the business records of a state video franchise holder to ensure compliance with Public Utilities Code section 5860."

SECTION 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 3. CEQA. The City Council finds the approval of this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 because under (b)(4) funding mechanisms are exempt from CEQA) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this Ordinance is not a project under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment.

SECTION 4. Effective Date. This Ordinance shall become effective 30 days after its adoption.

SECTION 5. Certification. The City Clerk shall certify to the adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2021.

_____
Letty Lopez-Viado, Mayor

ATTEST:

_____
Lisa Sherrick, Assistant City Clerk

APPROVED AS TO FORM

_____
Thomas P. Duarte, City Attorney

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2492 was introduced at a regular meeting of the City Council held on the 2nd day of November, 2021, and adopted at a regular meeting of the City Council held on the _____ day of _____, 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick
Assistant City Clerk

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 2, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: **FIRE STATION ROOFING IMPROVEMENTS**

RECOMMENDATION:

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

1. Authorize the City Manager to negotiate and execute a Construction Services Agreement with San Marino Roof Co., Inc. for $126,832.00, in substantially the form as attached and in such final form as approved by the City Attorney;
2. Authorize 20% of the awarded contract amount, totaling $25,366, as contingency allowance to be used, if necessary, at the City Manager's discretion, for unforeseen conditions; and
3. Authorize the City Manager to execute any amendments to the agreement.

BACKGROUND:

In January 2021, the City Council approved a budget amendment for various capital improvements at Fire Stations. As part of this budget amendment, one of the capital improvement projects is roofing repairs/replacement at Fire Stations 2 & 4.

Earlier this year, the City retained National Roofing Consultants of Pomona, CA to inspect the roofs at Fire Stations 2 & 4 and to develop plans and specifications to repair/replace the roofs as needed. It was determined the best long-term strategy is to overlay the existing flat roof at Station 2 and to remove and replace the existing flat roof at Station 4. The existing tile roofs at both stations were deemed to not need any work except for minor repairs at Station 4. National Roofing Consultants also is providing construction inspection services.

DISCUSSION:

On September 9, 2021, staff advertised the construction bid package. The following six (6) bids were received by the City at the bid opening held on August 19, 2021, at 11:00 a.m.

Contractor Name	Total Bid Amount
San Marino Roof Co., Inc.	$126,832.00
ERC Roofing	$136,050.00
Letner Roofing	$139,000.00
AME Builders, Inc.	$139,410.00
4 Seasons Roofing, Inc.	$139,855.00

Adco Roofing Inc.	$156,173.00

Lowest Responsive Bid

The lowest responsive bid was submitted by San Marino Roof Co., Inc. in the amount of $126,832.00. Staff conducted a bid analysis including checking references, California Contractor Licensing, Department of Industrial Relations registration, and State and Federal debarment list review for the apparent low bidder, San Marino Roof Co., Inc. The draft agreement to be executed with San Marino Roof Co., Inc. is included as Attachment No. 1. San Marino Roof Co., Inc.'s bid is included as Attachment No. 2.

Budget

The following is the breakdown of the project budget:

Construction Contract	$126,832.00
Contingency Budget 20%	$25,366.00
TOTAL CONSTRUCTION BUDGET	$152,198.00
Project Design and Inspection - National Roofing Consultants	$21,950.00
TOTAL PROJECT BUDGET	$174,148.00

LEGAL REVIEW:

The City Attorney's Office will review and approve the agreement as to form prior to execution.

ENVIRONMENTAL REVIEW:

The proposed project is a project subject to CEQA. Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Sections(s)15302: Replacement or reconstruction; (c) Replacement or reconstruction of existing utility and/or facilities involving negligible or no expansion of capacity.

Prepared by: Sherri Yuasa, Sr. Administrative Assistant

Fiscal Impact

FISCAL IMPACT:

There is no new General Fund burden as funds for Fire Station Improvements were allocated in Fiscal Year 20-21 budget. The funds available for this project are as follows:

Project No.	Funds	Account No.	Amount
22010	Fire Station Repairs	179.80.7003.7900	$174,148.00

Attachments

Attachment No. 1 - Agreement with San Marino Roof Co., Inc.

Attachment No. 2 - San Marino Roof Bid

CITY COUNCIL GOALS & OBJECTIVES: Maintain and Enhance City Facilities and Infrastructure
Protect Public Safety

ATTACHMENT NO. 1

CITY OF WEST COVINA
CONSTRUCTION SERVICES AGREEMENT FOR
PROJECT NO. 22010
FIRE BUILDING IMPROVEMENTS – STATIONS 2 & 4 ROOFING

THIS CONSTRUCTION SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 2nd day of November, 2021 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation (herein "City"), and SAN MARINO ROOF COMPANY, INC., a California corporation (herein "Contractor").

RECITALS

A. City requires construction services for the Fire Building Improvements – Stations 2 & 4 Roofing Project, Project No. 22010 ("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 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, the Contractor shall provide all work described in the Contract Documents, as further described herein, which services may be referred to herein as the "services" or "work". As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality and fit for the purpose intended.

1.2 Documents Included in Contract. The complete Agreement consists of:

(a) This Agreement;
(b) Notice to Contractors and Instructions to Bidders, Bid Documents and Contract Documents for the Project, advertised as Project No. 21034 (collectively, "Bid Documents"), incorporated by this reference as if fully set forth herein;
(c) Contractor's Proposal, attached hereto as Exhibit A and incorporated herein;
(d) Certificates of Insurance, attached hereto as Exhibit B and incorporated herein;
(e) Bonds, attached hereto as Exhibit C and incorporated herein;
(f) 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

(g) 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 the 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 the 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. The 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 the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. All change orders are subject to the requirements of West Covina Municipal Code Section 19-302. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security

number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of One Hundred Twenty-Six Thousand Eight Hundred Thirty-Two Dollars ($126,832.00) (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 the 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 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 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 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 commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall complete all services within ten (10) working days for the work at Fire Station 2, and within fifteen (15) working days for the work at Fire Station 4. 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 the 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 the 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 the Contractor within ten (10) days of the commencement of such delay notifies the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. Contractor shall not be entitled to any damages or increase in compensation due to force majeure.

3.4 Term. Unless earlier terminated as set forth herein, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the City.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Gregory A. Banks, President

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. The Contractor shall keep the Contract Officer informed

of Contractor's progress on the services. The 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 the 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, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation. City, and not Contractor, is responsible for removal, relocation, or protection of existing main or trunkline utilities but only to the extent such utilities were not identified in the invitation for bids or specifications. Where the specifications call for the 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 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 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) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars ($2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

(d) 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 the Contractor maintains higher limits or has broader coverage than the minimums shown

above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

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

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

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

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

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

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

5.4 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content

approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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 the 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 the 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 the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained 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 the 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 the 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 the 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, the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City, the 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 the 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 Public Contract Code Section 9204 ("Section 9204") as it may be amended from time to time. The parties acknowledge that Section 9204 applies to certain requests by Contractor, such as certain requests for time extensions, certain requests for payments not covered by contract, and certain requests for payments of amounts disputed by City. The parties further acknowledge that Section 9204 establishes all of the following: (i) Contractor may submit a "claim" to the City, as that term is defined in Section 9204; (ii) City has an initial 45 days to review and respond to the claim to state "what portion of the claim is disputed and what portion is undisputed". If the City does not issue a written statement, the claim is deemed rejected in its entirety; (iii) Contractor must furnish reasonable documentation to support the claim; (iv) City has 60 days from its written determination to pay any undisputed amount; and (v) specified procedures apply to resolve any amounts in dispute.

9.6 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be considered a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.9 Liquidated Damages. Contractor agrees that failure to complete work within the time allowed herein will result in damages being sustained by the City. Contractor further agrees that the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement. Therefore, Contractor agrees that it and its sureties shall be liable for and shall pay to the City liquidated damages in the amount of Five Hundred Dollars ($500.00) for each calendar day of delay in the performance of any service required hereunder. Contractor further agrees that liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services. The City may withhold from any amounts payable on account of services performed by the 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 the 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 the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

10.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry in the performance of this Agreement. To the extent required by law, Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry.

11.0 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 or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City:	City of West Covina 1444 West Garvey Avenue South West Covina, California 91790 Attn: City Engineer
To Contractor:	San Marino Roof Company, Incorporated 2187 N. Batavia Street Orange CA 92865 Attn: Gregory A. Banks, President

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 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 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 the 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. The 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. The 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 the 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. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
David Carmany
City Manager

CONTRACTOR

_____ Date: _____
Gregory A. Banks
President

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Helen Tran
Risk Management

EXHIBIT A

CONTRACTOR'S PROPOSAL

EXHIBIT B

CERTIFICATES OF INSURANCE

EXHIBIT C

BONDS

III. BID DOCUMENTS

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

Project No.: 21034`

III. BID DOCUMENTS

PROPOSAL

PROJECT NO.: 21034
Fire Building Improvements - Stations 2 & 4
Roofing

TO: City Clerk
City of West Covina
California

Dear Madam:

We have carefully examined the sites, local conditions affecting the same, the Instructions to Bidders and Notice to Contractors, the agreement, the detailed plans and specifications and all bid and contract documents for the work set forth in the official publications, and submit herewith the following schedule of prices.

If awarded the contract, we agree to begin work within ten (10) working days after receiving notice to proceed and to complete proposed work within the time period as stated in the Section I. Notice to Contractors, 7.Schedule of Work" We further agree to sign and return the contract to the City within ten (10) working days after receiving notice that the contract is ready for signature and to furnish bonds, insurance endorsements and certificates, and any other required documents in the form prescribed by the City at the same time.

The undersigned furthermore agrees that in case of default in executing such contract with necessary bonds within the specified time, the cash, check or bond accompanying this bid and the money payable thereon shall be forfeited hereby to and remain the property of the City of West Covina, except as provided in Public Contract Code Section 20174.

The undersigned has carefully checked all of the figures and understands that the City of West Covina will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Contractor shall use City supplied bond forms only.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

PROPOSAL SCHEDULE

PROJECT NO.: 21034

Fire Building Improvements - Stations 2 & 4

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Fire Station 2 Roofing	1	L.S.	$39,295.00	$ 39,295.00
2	Station 2 - Plywood Underlayment Removal & Replacement	100	S.F.	$ 3.75	$ 375.00
3	Station 2 - polyiso cricket installation	100	S.F.	$ 0.60	$ 60.00
4	Fire Station 4 Demolition and Roofing	1	L.S.	$ 86,667.00	$ 86,667.00
5	Station 4 - Plywood Underlayment Removal & Replacement	100	S.F.	$ 3.75	$ 375.00
6	Station 4 - polyiso cricket installation	100	S.F.	$ 0.60	$ 60.00
TOTAL BID AMOUNT IN NUMBERS					$ 126,832.00

TOTAL BID AMOUNT IN WORDS: One Hundred Twenty Six Thousand Eight Hundred Thirty Two Dollars

Project No.: 21034`

<table>
<tr><td colspan="2">The award of Contract shall be based on the TOTAL BID AMOUNT.</td></tr>
<tr><td colspan="2">In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.</td></tr>
<tr><td rowspan="5">Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Base Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.</td><td>A. Mobilization / Demobilization</td></tr>
<tr><td>B. Traffic Control</td></tr>
<tr><td>C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety</td></tr>
<tr><td>D. Construction Staking by Land Surveyor</td></tr>
<tr><td>E. Clearing and Grubbing</td></tr>
<tr><td colspan="2">The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.</td></tr>
<tr><td colspan="2">The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.</td></tr>
<tr><td colspan="2">All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.</td></tr>
<tr><td colspan="2">A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.</td></tr>
</table>

Project No.: 21034`

EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

The Bidder declares that he/she has carefully read and examined the project plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project.

Name of Person who inspected the site: Andy Tovey, Project Manager

Date of Inspection: September 21, 2021

ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 Dated 9/30/2021

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

Project No.: 21034`

SUB-CONTRACTOR LIST

We propose to use the following listed sub-contractors as per Public Contract Code Section 4100 et seq.:

Sub-Contractors Name:		**Address:**	
ALLIANCE CONTRACTING SERVICES INC		29334 PACIFIC ST., HAYWARD, CA 94544	
Description of Work: ROOF DEMO			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**
510-264-9900	948348	1000002516	$11,800.00

Sub-Contractors Name:		**Address:**	
P G C CONSTRUCTION INC		27475 YNEZ RD #111, TEMECULA, CA 92591	
Description of Work: SHEET METAL			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**
(951) 545-1234	829086	1000036314	$10,000.00

Sub-Contractors Name:		**Address:**	
Description of Work:			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**

Sub-Contractors Name:		**Address:**	
Description of Work:			
Phone No.	**Contractor's License #**	**DIR #**	**Dollar Amount**

Percent of work to be performed by sub-contractors: 17 %
(Note: 50% of work required to be performed by general contractor)
For additional Sub-Contractors, add separate sheets

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

Project No.: 21034`

BIDDERS GUARANTEE

Enclosed is Cash ( ), Cashier's Check ( ), Certified Check ( ), or Bid Bond (X), in the sum of $ TEN PERCENT is at least 10% of the amount bid.

Contractor: San Marino Roof Co., Inc.

Address: 2187 N. Batavia Street

Orange, CA 92865

Fax Number: 714-282-1137

Telephone Number: 714-974-3070

Email Address: atovey@sanmarinoroof.com

By: _____
Signature of Contractor
Gregory A. Banks, President
Title

State of California Contractor's License:

Classification: C39 License No: 249559 Expiration: 07/31/2022

DIR Registration No: 1000001914

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

Project No.: 21034`

REFERENCES FOR WORK PER BID SCHEDULE

Fire Building Improvements - Stations 2 & 4

Roofing

Date: October 5, 2021

The following are the names, addresses and phone numbers/ email addresses for three public agencies for which Bidder has performed similar work **within the past two years**

1.

City of Newport Beach 100 Civic Center Drive, Newport Beach, CA 92660
Name and address of Public Agency

Name and Telephone No. of Project Manager Kathryne Cho, Project Manager / 949-644-3014

$535,000.00	City Yard Re-Roofing Project.	July 10, 2020
Contract Amount	Type of Work	Date Completed

2.

City of San Bernardino 201 North "E" Street, San Bernardino, CA 92401
Name and address of Public Agency

Name and Telephone No. of Project Manager Karen Castro, Engineering / 909-384-5174

$292,683.00	California Theater Roofing	May 8, 2020
Contract Amount	Type of Work	Date Completed

3.

City of Ontario 303 East B Street, Ontario, CA 91764
Name and address of Public Agency

Name and Telephone No. of Project Manager John Herrera, Dir. Of Public Works / 909-395-2684

$348,380.00	City Facility Roof Replacements	June 25, 2020
Contract Amount	Type of Work	Date Completed

If additional space is needed, please duplicate this sheet; do not write on the back.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

Bond No. CSBA-18842

Project No.: 21034

Bid Bond
Page 1 of 2
(Use of City bond form is required)

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, San Marino Roof Co., Inc., (hereinafter referred to as "Contractor") intends to submit a bid to the City of West Covina, California, a Municipal Corporation, for the performance of certain work as required in the City of West Covina Project No. 21034 said work being: Fire Building Improvements - Stations 2 & 4 Roofing as shown in this specification on the Plan No. 21034, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and The Ohio Casualty Insurance Company a corporation organized and existing under the laws of the State of New Hampshire, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of West Covina, as Obligee, in the sum of Ten Percent of the Amount Bid Dollars ($ 10%) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of West Covina in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 1st day of October, 2021.

Principal San Marino Roof Co., Inc.

By

Title Gregory A. Banks, President

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

Project No.: 21034

Bid Bond
Page 2 of 2
(Use of City bond form is required)

Surety The Ohio Casualty Insurance Company

By _____
Dwight Reilly

Title Attorney-in-Fact

I declare under penalty of perjury under the laws of the State of California that the contents of the above Bid Bond are true and correct, and that I have been duly authorized to sign this Bid Bond on behalf of Surety. This Declaration is signed on _____, 20__, in the City of _____ , State of California.

--OR--

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this _____ day of _____, 20__, before me, _____ a Notary Public, personally appeared _____, personally known to me (or proved to me) on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to this instrument, and acknowledge to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. _____
Notary Public in and for said
County and State

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 10/04/2021 before me, A. Santiago, Notary Public
(insert name and title of the officer)

personally appeared Gregory A. Banks,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NRO1 A. SANTIAGO
COMM. #2345585
Notary Public · California
Orange County
My Comm. Expires Feb. 7, 2025 NRO1

Signature _____ **(Seal)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 10/01/2021 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MELISSA ANN VACCARO
COMM. #2241394
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2022
FRS3

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Bond No. CSBA-18842

Certificate No: **8205094-969561**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Arturo Ayala; Ben Stong; Daniel Huckabay; Dwight Reilly; Frank Morones; Michael D. Stong; R. Nappi; Shaunna Rozelle Ostrom

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of October, 2021.

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of West Covina a bid or proposal does hereby certify:

1. That all statements of fact in such bid or proposal are true;

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

3. That such bid or proposal is genuine and not collusive or sham;

4. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of West Covina or of any other bidder or anyone else interested in the proposed procurement;

5. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;

6. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;

7. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of West Covina, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

8. Did not provide, directly or indirectly to any officer or employee of the City of West Covina any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

9. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of West Covina either currently or within the last two (2) years.

10. That no officer or principal of the undersigned firm nor any sub-contractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On October 1, 2021 at 2187 N. Batavia St., Orange, California.

Firm San Marino Roof Co., Inc.

Street 2187 N. Batavia Street

City Orange State CA Zip 92865

Signature

Gregory A. Banks
Name

President
Title

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

CERTIFICATION OF PRINCIPAL

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

DATED: October 1, 2021

Signature of Principal
Gregory A. Banks, President
San Marino Roof Co., Inc.

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

Project No.: 21034

AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR/VENDOR

The City of West Covina requires contractors and suppliers of service to the City to indemnify and hold the City of West Covina harmless for claims or losses arising from or in connection with the contracting party's work for the City of West Covina before a purchase order is issued. To eliminate misunderstandings between contracting parties and the City in case of a claim or lawsuit, the City of West Covina requires that contracting parties who perform services for the City sign this Agreement. This Agreement will act as and become a part of each contract/purchase order between the City of West Covina and the contracting parties signing the Agreement.

In consideration of the opportunity of doing work for the City of West Covina and benefits to be received thereby, the contracting party agrees as follows:

1. That where a contract, purchase order or confirming order is issued by the City of West Covina awarding a contract, this Agreement is to be considered part of that contract.

2. Contractor agrees to indemnify the City of West Covina and any officer, employee or agent, and hold the City of West Covina and any officer, employee or agent thereof harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to, or death of, any person (including officers, employees and agents of the City of West Covina), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.

3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which provides, "If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement so to be executed prior to the injury." This waiver will occur as to any contracts awarded by the City of West Covina to the contracting party to this Agreement while this Agreement is in force.

4. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor/vendor to all terms and conditions of this Agreement.

5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the City of West Covina. As a condition precedent to acceptance, and contracts from the City of West Covina and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to its writing before the work of the representative successor or assignees begin; such assignment shall be effective with the written consent of the City of West Covina.

Project No.: 21034

6. To promptly notify the City of West Covina of any change in ownership of the contracting party while this Agreement is in force.

7. In the event that this Agreement, contract, or purchase order is entered into with the West Covina Community Development Commission, wherever the term "City of West Covina" is indicated, it shall also be applicable to the West Covina Community Development Commission.

This Agreement cannot be modified or changed without the express written consent of the City Attorney of the City of West Covina.

On behalf of San Marino Roof Co., Inc.
(Name of Contractor/Vendor)

2187 N. Batavia Street, Orange, CA 92865
(Address)

I agree to the terms of this Agreement.

Signature

Title Gregory A. Banks, President

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

Sika Sarnafil

A Division of Sika Corp
World Class Roofing and Waterproofing

SAN MARINO ROOF CO.
2187 N. Batavia St.
Orange, CA 92865

Attn: Mr. Andy Tovey

Re: Submittals

Project(s): West Covina Fire Stations #2 & #4
2441 Cortez St. & 1815 S. Azusa Ave.

Mr. Tovey:

Thank you for your support on this project. We have received Section 075419 of the specification for the project. This letter is not intended to be a formal specification review; it serves to meet the submittal requirements of the specification. As I understand it, the roofing assembly for each location is:

Fire Station #2

- Existing cap sheet built up roof system
- Cover Board: 1/4" x 4-Ft. x 8-Ft. Boards (Mechanically attached)
  Sarnafil 60 Mil S327 Feltback Membrane
  (Mechanically attached)

Fire Station #4

- Tear off existing roof down to plywood deck
- Cover Board: ½" x 4-Ft. x 8-Ft. Boards (Mechanically attached)
- Sarnafil 60 Mil S327 Membrane (Mechanically attached)

If you have any questions, or need additional information, please feel free to contact me at any time.

Respectfully,

Jeffrey Jones

Jeffrey Jones
SIKA SARNAFIL

Sarnafil BUILDING TRUST

Date: September 29, 2021

Subject: **San Marino Roof Company, Inc.**
2187 North Batavia
Orange, CA 92865

Re: **Approved Applicator Status - 2021**

Project: West Covina Fire Stations #2 & #4

Dear Sir/Madam:

This letter serves as certification that the above-listed company has been an approved applicator of Sarnafil roofing systems in good standing since 2008 and qualifies for available roofing warranties offered by Sika Corporation - Roofing.

If you have any questions, please contact our office.

Respectfully,

Jeffrey Jones

Jeffrey Jones
RRI – Sika Corporation - Roofing
(818) 585-0098
Jeffrey.J@rrius.com

SANMARI-01

BCAMPBELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2021

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

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

PRODUCER License # 0M70471

Orion Risk Management Insurance Services, An Alera Group Insurance Agency, LLC
1800 Quail Street, Suite 110
Newport Beach, CA 92660

CONTACT NAME:

PHONE (A/C, No, Ext): (949) 263-8850 FAX (A/C, No): (949) 263-8860

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Company of Hartford	20478
INSURER B : The Continental Insurance Company	35289
INSURER C : Redwood Fire and Casualty Insurance Company	11673
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

San Marino Roof Co., Inc.
2187 N. Batavia Street
Orange, CA 92865

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			7015077872	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$
							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:						POLICY AGGREGAT	$ 10,000,000
B	AUTOMOBILE LIABILITY			7015086314	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			7015086328	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SAWC247479	7/1/2021	7/1/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A					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)

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

Brittany Saicek-Ebusche

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CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number 249559 Entity CORP

Business Name SAN MARINO ROOF CO INC

Classification(s) C39

Expiration Date 07/31/2022 www.cslb.ca.gov

Any change of business address/name must be reported to the Registrar within 90 days

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. This pocket card is valid through the expiration date only.

If found, drop in any mailbox
Postage guaranteed by
Contractors State License Board
P.O. Box 26000 Sacramento CA 95826

Licensee Signature

RECEIVED
JUL 10 2020
BY: .....

Contractor Information

Legal Entity Name
SAN MARINO ROOF CO., INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000001914
Registration effective date
7/1/2021
Registration expiration date
6/30/2022
Mailing Address
2187 N. BATAVIA ST. ORANGE 92865 CA United States of America
Physical Address
2187 N. BATAVIA ST. ORANGE 92865 CA United States of America
Email Address
Trade Name/DBA
ROOFING
License Number(s)
CSLB:249559
CSLB:249559

Registration History

Effective Date	Expiration Date
5/10/2018	6/30/2019
6/16/2017	6/30/2018
6/1/2016	6/30/2017
7/13/2015	6/30/2016
10/13/2014	6/30/2015
7/1/2019	6/30/2021
7/1/2021	6/30/2022

Legal Entity Information

Corporation Number: C0494563
Federal Employment Identification Number:
President Name: GREGORY A. BANKS
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:

Agent of Service Name: GINA MILLER
Agent of Service Mailing Address: 2187 N. BATAVIA ST. ORANGE 92865 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?:	No
Please provide your current workers compensation insurance information below:	

	PEO Name	PEO Phone	PEO Email
PEO Information			

Insured by Carrier

Policy Holder Name:	SAN MARINO ROOF CO., INC.
Insurance Carrier:	REDWOOD FIRE & CASUALTY
Policy Number:	SAWC141289
Inception date:	6/30/2020
Expiration Date:	6/30/2021

Previously Completed Projects

SAN MARINO ROOF CO. INC.

Contractors State License Board # 249559

Project Name:	Carver Middle School
Project Address:	4410 McKinley Avenue Los Angeles, CA 90011
Project Value:	$93,417.00
Description:	Remove and Replace Deteriorated Roof on Building #002CCH
Project Owner:	Los Angeles Unified School District
Owner Address:	333 S Beaudry Ave., Los Angeles, CA 90017.
Contact:	Josh Rodriguez, Senior Roofer OAR
Phone:	213-745-1632
Email:	josue.rodriguez1 @lausd.net

Project Name:	City of Ontario Facility Roof Replacements
Project Address:	Various Sites – Ontario, CA
Project Value:	$348,380.00
Description:	Remove and Replace Roofing
Project Owner:	City of Ontario
Owner Address:	303 East B Street, Ontario, CA 91764
Contact:	John Herrera, Dir. Of Public Works
Phone:	909-395-2684
Email:	JHerrera@ontarioca.gov

Project Name:	City Yard Re-Roofing Project
Project Address:	592 Superior Avenue, Newport Beach, CA 92663
Project Value:	$535,000.00
Description:	Garland Re-roofing Project
Project Owner:	City of Newport Beach
Owner Address:	100 Civic Center Drive, Newport Beach, CA 92660
Contact:	Kathryne Cho, Project Manager
Phone:	949-644-3014
Email:	kcho@newportbeachca.gov

Project Name:	San Marcos Middle School
Project Address:	650 W. Mission Road, San Marcos, CA 92069
Project Value:	$126,885.00
Description:	Re-Roofing Project
Project Owner:	San Marcos Unified School District
Owner Address:	255 Pico Ave., Suite 250, San Marcos, CA 92069
Contact:	Jim Potl
Phone:	760-752-1218
Email:	jim.poltl@smusd.org

Project Name:	Roofing at Valencia HS, El Dorado HS, Esperanza HS & Kraemer MS
Project Address:	Various School Sites
Project Value:	$643,300.00
Description:	Re-Roofing at Various Sites
Project Owner:	Placentia Yorba Linda Unified School District
Owner Address:	1301 E. Orangethorpe Ave. Placentia, CA 92870
Contact:	Bradd Runge, M&O
Phone:	714-986-7000
Email:	brunge@pylusd.org

Project Name:	El Monte Union HS District Roofing at AHS, EMHS, RHS and SEMHS
Project Address:	Various Sites
Project Value:	$1,127,446.00
Description:	Sika Sarnafil Roofing Project
Project Owner:	El Monte Union High School District
Owner Address:	3537 Johnson Avenue, El Monte, CA 91731
Contact:	Norma Macias, Dir. of F.M.O.T.
Phone:	626-444-9005 x9864
Email:	norma.macias@emuhsd.org

Project Name:	Newport-Mesa USD Roof Repair & Replacement
Project Address:	Various Sites
Project Value:	$188,105.00
Description:	Roof Repair and Replacement
Project Owner:	Newport Mesa Unified School Dist.
Owner Address:	2985 Bear Street, Costa Mesa, CA 92626
Contact:	Norm Chapman, Facilities
Phone:	714-424-7539
Email:	nchapman@nmusd.us

Project Name:	California Theater Roof
Project Address:	562 West 4th Street, San Bernardino, CA 92401
Project Value:	$292,683.00
Description:	Sarnafil Roofing Replacement
Project Owner:	City of San Bernardino
Owner Address:	201 North "E" Street, San Bernardino, CA 92401
Contact:	Karen Castro, Engineering
Phone:	909-384-5174
Email:	castro_ka@sbcitgy.org

AGENDA ITEM NO. 7

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 2, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA MAINTENANCE & CRAFTS EMPLOYEES' ASSOCIATION

RECOMMENDATION:

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

> **RESOLUTION NO. 2021-108 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE CITY OF WEST COVINA MAINTENANCE & CRAFTS EMPLOYEES' ASSOCIATION REPRESENTED BY CITY EMPLOYEES ASSOCIATES (CEA)**

BACKGROUND:

Under California law, the Meyers-Milias-Brown Act (MMBA) of 1968 established collective bargaining for California municipalities.Collective bargaining is the process by which workers, through their associations, and employers negotiate contracts to determine terms of employment, including pay, benefits, hours, leave, and job health & safety policies.

The Memorandum of Understanding between the City and the City of West Covina Maintenance & Crafts Employees' Association expired on June 30, 2021. The City and representatives for the West Covina Maintenance & Crafts Employees' Association met and conferred on seven (7) occasions and have reached an agreement on a comprehensive Memorandum of Understanding.

DISCUSSION:

The City and the Maintenance & Crafts Employees' Association represented by City Employees Associates have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Code § 3500 regarding terms and conditions of employment, including wages, benefits, and hours. After having met and conferred a total of seven (7) sessions, the City and the Maintenance & Crafts Employees' Association have memorialized an agreement regarding wages, benefits, hours, and other terms and conditions of employment in a Memorandum of Understanding (MOU) for the period of July 1, 2021 through June 30, 2024, which is attached to this report as Attachment No. 2.

The following changes to the existing labor agreement are agreed upon to be incorporated into the successor agreement and would become effective upon ratification of the MOU by the City Council. All other provisions

from the existing agreement are proposed to remain in the agreement without changes.

1. Term - 3 years (through June 30, 2024).

2. Salary Increase (Article 2- Salaries and Compensation) - Effective the first full pay period following ratification of the MOU and not earlier, the base salary shall increase by 8%; effective the first full pay period following July 1, 2022, the base salary shall increase by 3%; effective the first full pay period following July 1, 2023, the base salary shall increase by 3%.

3. Cost-Sharing (Article 2, Section V- PERS Retirement Benefits) - Effective the first full pay period following July 1, 2022, both classic and new members shall pay an additional 2% of compensation earnable towards the employer contribution pursuant to cost-sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2023, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost-sharing in accordance with Government Code Section 20516(f). The City and the Maintenance & Crafts Employees' Association agree that should the MOU expire without a successor agreement in place, the cost sharing contribution as described above shall continue.

4. One-time Non-PERSable Pay - Within 45 days after ratification of the MOU, employees shall receive a one-time non-PERSable pay of $3,000.00. Should a group other than a public safety group (Police or Fire) receive a greater one-time non--PERSable pay during the term of the MOU, employees shall receive that same level of one--time pay. The employees will receive the one-time payment on a check separate from their paycheck.

5. Standby Pay - Employees required to serve on stand-by shall receive two (2) hours per day [14 hours per week] of straight-time pay.

6. Remote Assistance Pay - Employees receiving a call for assistance during non-regular work hours that do not require a return to the worksite shall receive a minimum of 30 minutes pay.

7. Safety Boot Allowance - The City agrees to allow for greater flexibility in the assigned vendor for safety boots, including utilizing Boot Barn as a designated vendor.

LEGAL REVIEW:

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

Prepared by: Helen Tran, Director of Human Resources/Risk Management Department

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Fiscal Impact

FISCAL IMPACT:

Objective 8 of the Financial Recovery Plan contemplates that the City will meet and confer regarding negotiation of employee union agreements to review CPI, the City's ability to pay, and labor market competitiveness on a total compensation basis. Under this agreement, the employees will contribute an additional 3% of compensation towards pension.

Attachments

Attachment No. 1 - Resolution No. 2021-108

Attachment No. 2 - Exhibit A (WCMCEA)

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Financial Recovery Plan/Corrective Action

ATTACHMENT NO. 1

RESOLUTION NO. 2021-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA MAINTENANCE & CRAFTS EMPLOYEES' ASSOCIATION REPRESENTED BY CITY EMPLOYEES ASSOCIATES (CEA)

WHEREAS, the City of West Covina, hereinafter referred to as the "City," and the West Covina Maintenance & Crafts Employees' Association represented by City Employees Associates, have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Code § 3500; and

WHEREAS, the meet and confer process is a process that can result in an agreement between employees, through their associations, and the City regarding terms and conditions of employment, including wages, benefits and hours; and

WHEREAS, the City and the West Covina Maintenance & Crafts Employees' Association represented by City Employees Associates have memorialized their agreement regarding wages, benefits, hours and other terms and conditions of employment in a Memorandum of Understanding for the period of July 1, 2021 through June 30, 2024, which is attached hereto as Exhibit "A".

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

SECTION 1. The Memorandum of Understanding between the City and the West Covina Maintenance & Crafts Employees' Association represented by City Employees Associates, attached hereto as Exhibit "A," is hereby approved.

SECTION 2. The City Manager is authorized to sign the Memorandum of Understanding.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 2nd day of November, 2021.

_____

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-108 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of November 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF WEST COVINA

AND

CITY OF WEST COVINA

MAINTENANCE & CRAFTS EMPLOYEES' ASSOCIATION

JULY 1, 2021 THROUGH JUNE 30, 2024

ARTICLE ONE

RIGHTS AND RESPONSIBILITIES

I. PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as MOU or Agreement interchangeably) has been prepared pursuant to the terms of the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and the West Covina Personnel Rules, as amended, which is hereby incorporated by reference. This Agreement has been executed by representatives of the City of West Covina (hereinafter referred to as "City") on behalf of the City; and Representatives of the **West Covina Maintenance & Crafts Employees Association** (hereinafter referred to as "Association"), representing the Maintenance & Crafts Unit Employees.

II. GENDER

The terms "they" and "their" may be used in this agreement as substitutes for the terms "his," "hers," "his/her," "he," "she," or other terms which would indicate masculine or feminine gender.

III. RECOGNITION

A. Maintenance & Crafts Unit Employees

Pursuant to the provisions of the City of West Covina Municipal Code, Employee Organization, Article V Section 2-205 through 2-228, and the City of West Covina Personnel Rules, as amended, the City recognizes the Maintenance & Crafts Employees Association, representing Maintenance & Crafts Unit Employees.

B. Exclusions

Those classifications and positions excluded include employees designated as confidential, executive, management, mid-management, or hourly.

C. Classifications Recognized

Specific classifications recognized by the City of West Covina being represented by the Maintenance & Crafts Employees Association are listed in Appendix "A" of this agreement.

IV. ASSOCIATIONS AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Association and Employee Rights

The City and the Association shall comply with the provisions of Government Code section 3500, et seq., as amended, or any subsequent State law governing meet and confer rights of employee organizations. The parties further agree that during the term of this Memorandum of Understanding, each party shall retain those rights respectively vested by local, state and federal law, which cannot otherwise be waived by this Agreement.

B. Payroll Deduction

The City shall, during the term of this Agreement, and in a manner consistent with applicable law, deduct monies for membership dues on a semi-monthly basis (24

pay periods) from unit employees whose classification and position are recognized to be represented by the Association and who voluntarily authorize the deduction in writing, or on forms approved by the City.

1. The City shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days after receiving the request.

2. The City shall remit to the recognized employee organization the monies from authorized deductions made in accordance with procedures set forth by the City.

3. In the event the employee shall not be entitled to any pay for the first pay period of any month, such deduction shall be made from the wages of such employee earned in the next succeeding pay period in said month. If such employee shall not be entitled to any pay during the succeeding pay period in said month, the City shall not make dues deduction thereafter in respect to the dues of said employee for said month.

C. <u>Indemnification</u>

The Association shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all damages and legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article, If an improper deduction is made, the Association shall refund directly to the employee any such amount.

D. <u>Association Benefit Plans - Dues</u>

The City will allow employees to add an amount of money, to pay for Association sponsored benefits plans, to the lump sum semi-monthly (24 pay periods) deduction for Association dues.

E. <u>Association Representation Responsibilities</u>

The Association agrees and shall assume its responsibilities as recognized designated representative to represent all unit employees without discrimination, interference, restraint, or coercion, and to comply with exclusive representation responsibilities as set forth in the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and Personnel Rules, as amended.

F. <u>Association Release Time — Time Off For Meeting and Conferring</u>

1. The City and Association recognize that it is of benefit both to the City and Association that representatives designated by the Association to serve as the Association negotiating committee be granted leave from duty with full pay during scheduled working hours to participate in meet and confer sessions as requested by the City.

2. The Association negotiating committee shall be allowed release time as approved by management in order to prepare for meet and confer sessions required for subsequent new Memoranda of Understanding.

3. Individual negotiating committee members shall give management as much advance notice as possible about the dates, times, and duration of the requested release time.

4. Unless otherwise agreed to by both parties, the negotiating teams for the Association shall not exceed three (3) members each.

5. Full pay, as stated, shall mean the employee's current base salary, fringe benefits, and any assignment pay.

6. Each party shall provide the other a list of representatives at least two weeks prior to the date set for meeting and conferring unless both parties agree such notice is impractical.

G. Release Time-Grievances

Representatives of the Association shall be granted reasonable release time from their assigned work as approved by management to provide representation services such as grievance matters.

H. Bulletin Boards

1. The City may permit the Associations to use certain designated bulletin boards approved by management located at City facilities to post Association related information.

2. The Associations agree to continually self-monitor all information posted on bulletin boards to ensure they are maintained in an orderly manner. All materials posted should be dated and maintained in an orderly manner.

3. No item(s) that can reasonably be interpreted as inflammatory, libelous, obscene, or slanderous may be posted on bulletin boards.

V. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Management Rights

The City continues to reserve, retain, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been expressly abridged by specific provisions of the Memorandum of Understanding or by law, to manage the City for the citizens of West Covina, as such rights existed prior to the execution of the Memorandum of Understanding. The City continues to reserve and retain solely and exclusively all rights of management, including those City rights set forth in the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and Personnel Rules, as amended, and including but not limited to the following rights:

1. To manage the City and to determine policies and procedures and the right to manage the affairs of the City.

2. To take into consideration the existence or non-existence of facts which are the basis of the management decision.

3. To determine the necessity, organization, implementation and termination of any service or activity conducted by the City or other governmental jurisdictions, and to expand or diminish services.

4. To determine nature, manner, means, type, time, quantity, quality, technology, standards, level, and extent of services to be provided to the public.

5. To determine methods of financing.

6. To determine quality, quantity, and types of equipment or technology to be used.

7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, operations to be performed, organizational structure, size, and composition of the work force and allocate and assign work by which the City operations and services are to be conducted.

8. To plan, determine, and manage the City budget which includes, but is not limited to, changes in the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including the right to contract for or subcontract any work or operation of the City.

9. To assign work to and schedule employees in accordance with requirements as determined by the City as to work hours and changes to work hours, schedules, including call back, standby, and overtime, and assignments except as otherwise listed by this agreement.

10. To lay off employees of the City from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive or not cost effective as determined by the City.

11. To establish and modify goals and objectives related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and require compliance thereto.

12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reprimand, reduce or withhold salary increases and benefits, and otherwise discipline employees for cause.

13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reallocate and reclassify employees.

14. To hire, transfer intra- or inter-division, promote, reduce in rank, demote, reallocate, and terminate employees and take other personnel action_for non-disciplinary reasons in accordance with this Agreement and Personnel Rules.

15. To determine policies, procedures, and standards for selection, training, and promotion of employees.

16. To establish employee performance standards, including quality, and quantity standards, and to require compliance therewith.

17. To maintain order and efficiency in its facilities and operations.

18. To establish, implement, and/or modify rules and regulations, policies and procedures related to productivity, performance, efficiency, standards of ethics, conduct, safety, health, and order in the City and to require compliance therewith.

19. To restrict the activity of an employee organization on City property and facilities and on City time except as set forth in this agreement.

20. To determine the issues of public policy and the overall goals and objectives of the City's divisions and to take necessary action to achieve the goals and objectives of the City's Departments.

21. To require the performance of other services not specifically stated herein in the event of emergency or disaster as deemed necessary by the City.

22. To take any and all necessary steps and action to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or any other time deemed necessary by the City not specified above.

B. <u>Authority of Third Party Neutral</u>

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with City. No third party neutral shall have the authority to diminish any of the management rights, which are included in this Agreement.

C. <u>Impact of Management Rights</u>

The City agrees to meet with the Association, except in emergencies as defined elsewhere in this Agreement, over the exercise of a management right which significantly and directly impacts upon the wages, hours, and terms and conditions of employment of unit employees, unless remedies for the impact consequences of the exercise of a management right upon unit employees are provided for in this Agreement, Personnel Rules, Administrative Policies, or Departmental Rules.

VI. <u>NO STRIKE/JOB ACTION PROVISION</u>

In addition to all no strike/job action provisions and penalties in the West Covina Municipal Code or Personnel Rules, the following provisions shall apply.

A. Prohibited Conduct

The Association, its officers, agents, representatives, and/or members when on duty, agree they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, blue flu, pretended illness, or engage or honor any other form or types of job action by unit employees or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization.

B. Employee Termination

Any employee who participates in any conduct prohibited in Section A above shall be considered an unauthorized absence and shall be subject to discharge or other disciplinary action by the City, regardless of whether the Association carries out in good faith its responsibilities set forth below.

C. Association Responsibilities

1. In the event that the Association, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in A, Prohibited Conduct, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in A, Prohibited Conduct, above, and return to work.

2. If the Association performs all of the responsibilities in good faith set forth in C(1) above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of A, Prohibited Conduct, above.

ARTICLE TWO

SALARIES AND COMPENSATION

I. SALARY SCHEDULE

A. SALARY SCHEDULE

Effective the first full pay period following ratification of the MOU and not earlier, the base salary shall increase by 8%; effective the first full pay period following July 1, 2022, the base salary shall increase by 3%; effective the first full pay period following July 1, 2023, the base salary shall increase by 3%.

One-time NonPERSable Pay – Within 45 days after ratification of the MOU, employees shall receive a one-time non-PERSable pay of $3,000.00 (Three Thousand Dollars). Should a group other than a public safety group (Police or Fire) receive a greater one-time non-PERSable pay during the term of the MOU, employees shall receive that same level of one-time pay. The employees will receive the one-time payment on a check separate from their paycheck.

B. SALARIES ROUNDED OFF

All salaries shall be rounded to the nearest whole dollar.

C. SALARY ADMINISTRATION

1. Specific Information in Personnel Rules

Specific detailed information dealing with such subjects as salary anniversary dates, increases within the salary range, salary on appointments and other related types of salary administration issues are set forth in the City Personnel Rules.

2. Effective Date of Step Increases and Extra Compensation

All step increases and extra compensation shall be made effective at the start of the next regular pay period, except as otherwise approved by management.

3. Right to Raise Salaries, Other Compensation and Benefits

The City reserves the right to raise salaries, and other compensation, and benefits during the term of this agreement. The City shall meet and consult with the Association prior to implementing increased compensation and benefits.

4. Base Salary

Base salary shall mean only the assigned salary to any unit classification exclusive of any other type of form of compensation.

5. Extra Pay/Compensation

Extra pay shall be defined as compensation above the unit employee's base salary for special assignments, differentials, and bonuses.

6. Y-Rating

a. When a personnel action, such as a demotion due to layoff, reclassification, or job rehabilitation results in the lowering of the incumbent unit employee's salary range, the affected incumbent's salary may be "Y-rated" by the City, at the City's sole discretion.

b. "Y-rated" shall mean the maintenance of the incumbent employee's salary rate at the level effective the day preceding the effective date of the personnel action in lieu of placing the employee in a lower salary range.

c. The employee's base salary shall remain at the same level until the salary range of the new classification equals or exceeds the Y-rated salary.

d. Those unit employees on a job rehabilitation shall be Y-rated upon written agreement and mutual consent between the affected employee and the City.

II. Bilingual Allowance

A. Eligibility

1. The department head shall designate certain unit employees to receive bilingual pay, who have been certified by the Human Resources Department as possessing the skills necessary to communicate effectively in English and a second language with the public in order to conduct the business of the City.

2. No more than one unit employee within an office or crew will receive bilingual pay, unless it is determined by the department head that the need for an exception exists. An exception may occur within an office, wherein unit employees take different lunches and or work flex-schedules.

3. Human Resources Department shall certify, through examination, that the employee has a basic fundamental conversational skill level in the second language.

B. Compensation

1. Eligible employees assigned to Bilingual Allowance receive extra compensation of one-hundred dollars ($100.00) per month above their base salary.

2. This extra pay compensation shall become effective the first pay period following the receipt of the Bilingual certificate and approval by the Director of Human Resources. This extra compensation shall terminate immediately upon the day the assignment is revoked by the Department Head.

C. Limitations

1. Eligible languages will be those languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of West Covina. Currently, these languages are Chinese (Mandarin and Cantonese), Spanish, Tagalog, and Vietnamese. Should the eligible languages change, employees currently receiving bilingual pay for a language no longer identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections, will continue to receive bilingual pay. However, no additional employees will be paid for use of that language.

2. Only one (1) allowance will be paid to an employee regardless of the number of certified languages.

III. Acting Pay Assignment

A. Eligibility

1. Acting pay is intended to compensate those employees assigned to perform a significant portion of a higher level position having a greater degree of responsibility and independence and/or requiring a significantly higher level of expertise.

2. An acting appointment may be made to a higher class or position occupied by a person on temporary leave, disability, or if the position is vacant. Such acting appointment made to a higher class or position occupied by person on a temporary leave or disability shall not exceed 12 months, unless extension is approved by the City Manager. An acting appointment made to a vacant position during recruitment for a permanent employee to fill the position shall not exceed 960 hours in a fiscal year. Acting appointments shall be made from existing promotional lists, if available.

3. Should no promotional eligibility list exist, acting appointments shall be made in accordance with the provisional appointments section of the Personnel Rules, except as further approved by the City Manager. Upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume regular duties, compensation and privileges as if he/she had continued his/her duties in his/her regular classification.

B. Compensation

1. Maintenance & Crafts Unit employees assigned and approved by management in an acting capacity will be paid five percent (5%) above their base salary immediately effective upon the City Manager's approval. . Such compensation shall continue for the length of the assignment, and shall terminate per Section A-2 above.

2. Attempt to Appoint Different Qualified Employees

Whenever practical, based on the experience and expertise required to perform the higher level duties, management will attempt to appoint different qualified employees to acting assignments based on the needs of the organization.

3. Limitations Appointments to Higher Level Positions

Acting appointments to higher level positions do not require the assignment of another employee to cover the duties of the employee so assigned.

IV. Limitation on Assignments

Assignments to extra pay positions are temporary, not a separate classification and do not have permanent status and are not subject to selection procedures, appeals, grievances or seniority. Assignments are not a property right and have no due process rights.

V. PERS Retirement Benefits

The contract between the City and Public Employees' Retirement System (PERS) shall provide the following benefits:

A. Unused Sick Leave

Unused accumulated sick leave may be converted to additional service credit at the time of retirement pursuant to PERS Section 20862.8.

B. PERS RETIREMENT FORMULAS

Tier One "Classic" PERS Members – 2.5% at age 55 (West Covina Employees Hired Prior to January 1, 2011)

Unit members classified as miscellaneous employees by PERS shall participate in the 2.5% at age 55 PERS retirement benefit plan. The City shall pay 100% of the PERS employer cost. Each employee shall pay the full employee cost of eight percent (8%). Such contribution shall be made on a pre-tax basis.

Retirement benefits for Unit members classified as miscellaneous employees under the 2.5% at age 55 formula shall be computed using the One-Year Final Compensation Option.

Tier Two "Classic" PERS Members – 2% at age 60

Unit members classified as miscellaneous employees by PERS hired between January 1, 2011, and January 1, 2013, or having reciprocity with another PERS agency shall participate in the 2% at age 60 PERS retirement benefit plan. The City shall pay 100% of the PERS employer cost. Each employee shall pay the full employee cost of seven percent (7%). Such contribution shall be made on a pre-tax basis. Retirement benefits for Unit members classified as miscellaneous employees under the 2% at age 60 formula shall be computed using the One-Year Final Compensation Option.

"New" PERS Members – 2% at age 62

All Unit members classified as "new members", as defined by the Public Employees' Pension Reform Act of 2013, hired on or after January 1, 2013 shall

participate in the 2% at age 62 PERS retirement benefit plan, with their final compensation based upon the average of their highest annual compensation earned over a three (3) year period. New members will be required to pay the appropriate share of their pension costs and other provisions, as required by the Public Employees' Pension Reform Act of 2013. Contributions shall be made on a pre-tax basis.

Cost-Sharing

Effective the first full pay period following July 1, 2022, both classic and new members shall pay an additional 2% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2023, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f). The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution as described above shall continue.

C. 4th Level Survivor Benefits

Fourth Level of 1959 Survivor Benefits PERS Section 21574 for employees covered by this agreement.

D. Military Buy Back

Military service credit as public service credit under PERS section 21024.

IV. CLASS "A" DRIVER'S LICENSE REQUIREMENTS AND STIPEND

A. CLASS "A" REQUIREMENT

The following job classifications within the street and Sewer Maintenance Divisions must have a Class "A' Driver's License for promotion and retention of his/her job:

- Senior Maintenance Worker
- Equipment Operator
- Lead Maintenance Worker

B. CLASS "A" REQUIRED STIPEND

Job classifications (positions) required to maintain a Class "A" Driver's License shall receive a stipend of $100 per month.

C. CLASS "A' OPTIONAL STIPEND

Any regular unit employee not required to have a Class "A" License but opts to maintain the license for performance shall receive a stipend of $25 per month.

ARTICLE THREE

WORK WEEKS/SCHEDULES/OVERTIME/COMPENSATORY TIME

I. HOURS OF WORK POLICY

It is the policy of the City that the hours of work, as negotiated by unit employees or determined by the City Council for non-represented employees, shall constitute a week's work for all full-time employees, except that work days and work weeks of a different number of hours may be established in order to meet the varying needs of the different City departments.

II. WORK WEEKS

A. 7-Day Work Week

The work weekfor unit employees shall be a fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods.

B. 5/8 and 4/10 Work Schedules and Work Week

5/8 and 4/10 work schedules shall consist of a seven (7)-day work week of forty (40) hours that begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m., except as modified by management.

C. 4/10 Work Schedules — Unit Employees

1. On or after January 1, 2004, the City may implement a 4/10-work schedule for all unit employees.

2. It is understood that City reserves the right to keep City Hall open Monday through Friday and adjust work days/schedules accordingly. City Hall will remain open Monday through Friday, except for holidays, as set forth in this agreement.

3. The City Manager maintains the final authority to determine work schedules as required.

D. 9/80 Work Schedule

9/80 work schedule shall consist of a seven (7)-day work week of forty (40) hours as follows:

Employees working a 9/80 work schedule will have a regular day off every other week. For such employees working a 9/80 work schedule, each employee's designated work week shall begin exactly four hours after the start of his/her eight hour shift on the day of the week that corresponds to the employee's alternating regular day off.

E. 7-Day Work Week— Fixed and Regularly Recurring

The work weeks shall be fixed and regularly recurring 7-day work weeks as set forth in the aforementioned.

III. TIME WORKED

Maximum Time Worked — 7-Day Work Period

The maximum time worked per each 7-day work period which is paid at the straight time rate of pay shall be forty (40) hours inclusive of breaks and exclusive of time not considered work time.

IV. CHANGE IN WORKING HOURS

Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be approved by management.

V. BREAKS — REST PERIODS

A. Two 15-Minute Breaks — Rest Periods

1. Number of Breaks

   Unit employees may receive two break-rest periods for each scheduled workday actually worked, and a break-rest period of 15 minutes for each four consecutive hours of overtime worked as approved by management.

2. Non-accumulative

   Rest periods are not accumulative and shall not be added to any meal times, vacation, or any form of authorized absence from work unless authorized by management.

3. Not Used at Beginning and End of Workshift

   These breaks may not be used at the beginning or the end of work shift unless authorized by management.

B. Rest Period Procedure

1. Scheduled Not to Impair Service

   Rest periods are scheduled or rescheduled by management as job requirements dictate.

2. Length of Rest Period

   The rest period shall consist of fifteen minutes cessation of work and will include time involved in going to and coming from a rest area.

C. Lunch Breaks

Unit employees are paid for a lunch break (30 minutes) on the basis that lunch is taken at the job site. The purpose of this is to eliminate job breakdown and travel time. Should the employee choose to leave the job site, the 30 minutes include time involved in going to and coming from the job site.

VI. OVERTIME

A. Overtime Policy

It is the policy of the City of West Covina to avoid the necessity for overtime work whenever possible. However, when overtime is necessary and approved by management, payment will be paid or compensatory time accrued at time and one-half for all hours worked in excess of the normal daily work shift. Vacation, sick leave, holidays, bereavement leave, jury duty and compensatory time off shall be considered hours worked.

B. Overtime Authorization

1. If in the judgment of management, work beyond the established work week is required by his/her employees, such work, except in the case of immediate emergency, shall be performed only with the prior authorization of management.

2. In emergencies, where prior authorization cannot be issued, management shall obtain approval for the overtime worked at the earliest opportunity thereafter, in no case to exceed five (5) calendar days after the day in which the overtime was worked.

3. An emergency shall be construed as an unforeseen combination of circumstances, which calls for immediate action, as determined by management.

VII. ELECT TO USE COMPENSATORY TIME

A. Approval

Upon the approval of his/her supervisor, an employee, may elect to receive compensatory time off in lieu of pay for overtime hours worked. Such compensatory time off shall be credited to the employee's account on a time and one-half basis, i.e., one and one-half hours for each overtime hour worked.

B. Once Comp Time is Approved No Request for Cash Payment

Once compensatory time off is selected and approved by management, the employee may not request cash payment. Upon separation, an employee shall be paid for accumulated, unused, compensatory time.

C. Use of Compensatory Time

Accumulated compensatory time may be utilized as paid leave on a straight time hour for hour basis at the mutual convenience of management and employees without such options being tied to sick leave usage. All compensatory time utilized as paid leave by an employee shall be debited from their accrued compensatory time bank.

VIII. TIME WORK INCREMENTS

A. Increments — Less Than One Hour

1. All authorized time worked which is beyond the unit employee's work shift schedule which is less than one-hour increments shall be compensated in the following manner:

Time	Time Worked
0 – 10 minutes	0
11 – 20 minutes	¼ hour
21 – 30 minutes	½ hour
31 – 50 minutes	¾ hour
51 – 60 minutes	1 hour

2. Incidental Overtime — Not Compensable

Incidental overtime is not compensable, and may not be credited as overtime. Incidental overtime is defined as overtime of less than ten minutes in any one day, which is non-recurrent in nature.

B. Increments Over One Hour

Any time work increments which are over one hour shall be compensated in the same procedure as mentioned herein.

IX. OVERTIME "COMPENSATORY TIME" ACCUMULATED AND PAYMENT

A. Eligibility

Unit employees may choose, in lieu of overtime payment, to have overtime hours worked converted to a compensatory time bank.

B. Accumulation

1. Total Hours Comp Time —Maintenance & Crafts Employees

Maintenance & Crafts Unit employees may accumulate up to a total of one hundred twenty (120) compensatory hours, unless otherwise set forth in this agreement.

2. Compensatory Time at Termination

All accumulated compensatory time which has not been utilized prior to a unit employee's employment termination from the City shall be paid off on a straight time basis at the employee's currently hourly rate of pay.

3. Compensatory Time - Change in Classification

Any unit employee who changes classification and who has accumulated any hours of compensatory time shall have all their accumulated compensatory hours paid off at their current hourly rate of pay.

X. EMERGENCY OVERTIME REQUIREMENT

The City reserves the right to require unit employees to work overtime in an emergency as determined by management.

XI. DEFINITIONS — Call-back, Stand-By, On-Call, and Court Stand-By "On-Call"

A. Call-back

1. Call-back is unscheduled time worked, performed by an off duty unit employee called back to work after they have completed their regular work schedule and have left work or are on their day off.

2. Unit employees must physically return to the worksite in order to receive call-back pay. Travel time to work and returning home shall not be counted as time worked.

B. Stand-by

1. Stand-by is an assignment given to unit employees by management requiring them to be accessible via phone, recall (pager) devices, or other methods approved by management.

    a. An employee assigned to be on stand-by shall be provided a duty truck for call-out response during all off-duty hours during the stand-by assignment. The duty truck shall be taken home by the assigned employee during all off-duty hours to ensure the most expeditious and efficient responses to call-outs.

2. Unit employees on a stand-by assignment shall be required to return to work as directed by management.

3. Unit employees on stand-by assignment may be required to respond to work related duties as directed by management.

C. On-Call

1. On-Call is an assignment given to unit employees by management requiring them to be accessible via phone; recall (pager) device; or other methods approved by management.

2. Unit employees on on-call status may be required to return to work as directed by management.

D. Court Stand-by "On-Call"

Court stand-by "on-call" is when a unit employee is subpoenaed and placed on stand-by "on-call" time on job related matters during their assigned off duty non-work time.

XII. CALL-BACK COMPENSATION

A. When a Maintenance & Crafts Unit employee is required to return to work, the City agrees to pay to the employee a minimum of two (2) hours at time and one-half, and time and one-half on an hour-for-hour basis for each hour worked thereafter.

B. Whenever a Maintenance & Crafts Unit employee is required to work on a call-back basis, the employee may elect to receive compensatory time off. Under these circumstances, the City will credit a minimum of three (3) hours of comp time for each occasion of call-back and straight comp time on an hour-for-hour basis for each hour in excess of three (3) hours worked.

C. Maintenance & Crafts Unit Employees required to return to work on a call-back basis shall have a minimum break of eight (8) hours from the time they are released from call-back duty until they are required to return to work, without loss of pay.

D. Should Maintenance & Crafts Unit employees be directed to report to work at a time providing a break of less than eight (8) hours, they shall be paid at the rate of time-and-one-half for any hours between return to work and the eight (8) hour minimum.

E. In extreme emergency situations requiring extensive consecutive work hours by the employee, the City reserves the right to adjust scheduled work hours to provide employees with adequate rest time and meet the ongoing work requirements necessary to satisfy the emergency.

XIII. COURT TIME PAY

Time spent in court beyond the regularly scheduled shift will be paid at a time and one-half rate with a two (2) hour minimum guarantee.

XIV. STAND-BY, REMOTE ASSISTANCE AND HOLIDAY WEEK — MAINTENANCE & CRAFTS UNIT EMPLOYEES

A. Maintenance & Crafts Unit employees required to serve on stand-by for a period of one week (7 calendar days) will be compensated fourteen (14) hours straight time pay. A listing of names and dates of employees placed on stand-by will be provided. The City will attempt to solicit volunteers first. Stand-by will be rotated uniformly among the eligible employees.

B. Maintenance & Crafts Unit employees who receive a call for assistance during off-work hours that does not require return to the work site, shall receive a minimum 30 minutes straight time pay.

C. **Holiday Week**

When a Maintenance & Crafts Unit employee is required to serve on stand-by when a fixed holiday occurs during the employee's workweek, the employee shall receive sixteen (16)hours pay at straight time pay. If two consecutive recognized fixed holidays fall within the employee's work week, the employee shall receive twenty (20)hours pay at straight time pay.

D. **Thanksgiving Holiday Week**

When a Maintenance & Crafts Unit employee is required to serve on stand-by during the Thanksgiving Holiday Week, the employee shall receive eighteen (18) hours pay at straight time.

E. **Holiday Closure Week**

When a Maintenance & Crafts Unit employee is required to serve on stand-by duty during the holiday Closure week (December 24th through January 1st), the employee shall receive twenty-five (25) hours pay at straight time.

ARTICLE FOUR

FRINGE BENEFITS

I. FRINGE BENEFITS ADMINISTRATION PROVISION

A. Administration

The City reserves the right to select, administer, or fund any fringe benefits programs involving insurance that now exist or may exist in the future.

B. Selection and funding

1. In the administration of fringe benefits programs involving insurance, the City shall have the right to select any insurance carrier, self-insure, or other method of providing coverage to fund the benefits provided, as long as the benefits of the plan are substantially the same.

2. The City may choose to exercise its right to select the insurance carrier and select Medicare as the City's Retirement Insurance Carrier for eligible unit employees and retirees. In such case, the employees and retirees who are eligible will be required to enroll in Medicare and continue to be eligible to participate in other City medical plans.

C. Changes

The City shall meet with the Associations prior to any change of insurance carrier or method funding coverage for any fringe benefits listed in this article.

II. CAFETERIA PLAN

City contributions for Medical, Dental, and Vision Insurance will be provided as set forth below for all Unit members.

To comply with the Public Employees' Hospital and Medical Care Act (PEMCHA), the City will contribute the statutory minimum amount for medical insurance. In addition, the City will contribute an additional amount for current Unit members into a cafeteria plan in accordance with IRS Code Section 125. These additional amounts will be as follows:

A. Health Insurance

1. Any West Covina employee, hired before June 30, 2012, who does not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of six hundred dollars ($600) per month. This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

2. All employees hired on or after July 1, 2012, who do not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of three hundred dollars ($300). This amount may be received as cash, contributed to the

employee's deferred compensation plan or be used to purchase dental or vision insurance.

3. An employee who selects an Employee Only medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Employee Only medical premium or $600, whichever is greater.

4. An employee who selects an Employee plus One medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser 2-party medical premium.

5. An employee who selects an Employee plus Two or More (Family) medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Family medical premium.

6. Should the monthly City contribution exceed the monthly medical premium amount, any excess amount can be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

7. The City's contribution to medical premiums for all new unit employees hired on or after July 1, 2018 shall be capped in accordance with the following schedule

Family	$1,250/month
2-Party	$950/month
Single	$550/month

B. <u>Dental Insurance</u>

In addition to the above amount for medical insurance, the cafeteria amount shall also include up to $62.23 monthly for dental insurance for the member and eligible dependents. If the dental insurance plan selected by the member is less than $62.23, the cafeteria amount shall be the cost of the dental insurance plan selected. If the dental insurance plan selected by the member is equal to or more than $62.23 per month, the cafeteria amount shall be $62.23.

C. <u>Vision Insurance</u>

In addition to the above amounts for medical and dental insurance, the cafeteria amount shall also include the employee only monthly cost for vision insurance. Employees may enroll eligible dependents in the plan at the employee's cost.

D. <u>Deferred Compensation Matching</u>

All unit employees may receive a deferred compensation matching benefit up to $50 per month. The benefit shall be conditioned on a matching principle in which the City will contribute up to $50 per month to each employee's deferred compensation account on an employee-employer dollar-for-dollar matching basis.

III. RETIREE HEALTH BENEFIT — CITY'S MONTHLY CONTRIBUTION

A. City Contribution Amount

Provided that employees represented by the Associations have participated in the Public Employees' Medical and Hospital Care Act (PERS Health Plan) with the City, the City will contribute an amount equal to the PEMCHA statutory minimum towards the payment of premiums for retiree health insurance under the Program.

B. If City No Longer in PERS Health Plan

Should the City withdraw from the PERS Health Plan during the term of this agreement, the City and Associations shall meet to determine what the monthly contributions toward the new medical health plan would be and when it would be effective.

IV. RETIREE DENTAL INSURANCE BENEFIT

Employees that retire directly from City employment, shall be able to participate in a City Retiree Dental Insurance Plan based on retiree rates. This Plan shall include coverage for the retiree and eligible family members. The City shall not contribute to the monthly premium.

V. EMPLOYEE HEALTH BENEFITS COMMITTEE

Should a new health benefit plan be selected by the City (medical and/or dental) the City agrees to meet and confer over how the City's current medical and dental insurance monthly premium contribution shall be applied to any new health benefit plan.

VI. RETIREE HEALTH SAVINGS PLAN

A. Employee Contribution: $25 per month minimum

B. Employer Contribution: $100 per month

C. Employer Lump Sum RHS Contribution.

1. Employee must be a full-time West Covina City employee as of July 1, 2006, to qualify for this benefit.

2. Employee must take a service or disability retirement from the City of West Covina to qualify for this benefit.

3. A lump sum RHS contribution to be paid to the Plan by the City at the time of the qualifying employee's retirement (In the event of death prior to retirement lump sum paid immediately to spouse/dependents from the Plan).

4. To obtain the lump sum benefit employee must retire from the City of West Covina by July 1, 2017, or after the first pay period following the employee's 62nd birthday, whichever comes first. Unit employees who are age 62

within the first six months of the program shall have six months beyond their 62nd birthday to retire before losing any lump sum entitlement,

5. Employees working beyond the sunset provisions under D above will have their lump sum amount reduced by $900 each year after the 10 year/age 62 provision until they retire.

D. **AMOUNT OF BENEFIT**

***Employee's Years of Service as of 7/1/07**	**Amount of Lump Sum Payment**
5 — 9 years	$200 per year
More than 9 years — 14 years	$400 per year
More than 14 years — 19 years	$600 per year
More than 19 years	$800 per year (maximum benefit $25,000)

*Break In Service cannot exceed one year to qualify for continuous full-time service credit. (Part-time hours do not count toward service credit.)

1. Effective July 1, 2013, the PARS EPMC Supplemental Retirement Plan will be eliminated for all unit employees. Effective July 1, 2013, employees that participated in the PARS EPMC Supplemental Retirement Plan will be eligible to receive lump sum contributions to their RHS account as follows:

   a. The City will contribute into the employee's RHS account a lump sum of three hundred dollars ($300) annually each July for a period of six (6) years.

   b. An employee must be an active employee of the City as of July 1st of each year to receive that year's lump sum contribution.

   c. The maximum amount contributed under this provision shall be one thousand eight hundred dollars ($1,800).

   d. Should an employee leave the City prior to completion of the six (6) years, the employee will only receive this benefit for the years he/she was an employee of the City.

VII. SECTION 125 PLAN

A. The City has established a program consistent with Section 125 of the IRS Code, which enables employees to voluntarily use pre-tax earnings for medical, dental, and dependent care expenses.

B. It is understood by the parties that participation in the Plan is voluntary for employees and the City will not be obligated to contribute to pay any employee costs for those who participate in the Plan.

VIII. STATE DISABILITY INSURANCE

The City agrees to make available at the employee's expense, SDI as provided through the State of California.

IX. LIFE INSURANCE

A. Term Policy

Within 30 days of approval of this agreement, the City will provide group term life insurance in an amount equal to the employee's annual salary or $50,000 whichever is greater.

B. Retired Employee Life Insurance - $5,000

The City shall provide all unit employees who retire from the City, after the date of adoption of this agreement by the City Council, a term life insurance policy in the amount of five thousand dollars ($5,000).

X. LONG TERM DISABILITY INSURANCE

A. Benefit

The City shall provide for all unit employees a long-term disability insurance (LTD) plan, which provides sixty percent (60%) of monthly earnings, to a maximum benefit of five thousand dollars ($5,000) per month. Coverage becomes effective on the later of: 1) 180 days; or 2) the date your accumulated sick leave payments end, if applicable. Coverage after 90 days may be purchased by the employee through payroll deduction.

B. More Specific Information

More specific information is set forth in the City of West Covina's Group Long Term Disability Plan booklet, available in the City's Human Resources Department.

XI. UNIFORM

A. Uniform T-Shirts

1. The City shall provide Maintenance Department employees required by management to wear a uniform a maximum of four (4) City-approved pocketed t-shirts per calendar year.

2. Any additional T-shirts are to be paid by employee.

B. Uniform Short-Pants

1. Short pants may be worn by Maintenance Department employees as approved by Management.

2. Management shall determine and approve which assignments are appropriate for short pants and evaluate the appearance of the short pants.

C. Uniform Jackets

The City shall provide uniform jackets to Maintenance Department employees as approved by management.

D. Uniform Requirements

Unit employees who are required to wear uniforms must wear uniform on duty unless permission to do otherwise has been received from the immediate supervisor. Employees who are on duty and do not comply with uniform requirements shall be subject to disciplinary action.

XII. SAFETY BOOT ALLOWANCE

The City shall establish a voucher program with a mutually acceptable local safety boot provider. Unit employees shall be eligible to redeem up to $400 per calendar year (January 1 – December 31) for purchase of safety boots. The Vendors agreed upon by the parties shall be Red Wing and Boot Barn. The Vendor may only be changed by mutual agreement of the parties.

XIII. TUITION REIMBURSEMENT PROGRAM

A. Maximum Reimbursement

Unit Employees maximum annual tuition reimbursement (including books) shall be $686 per fiscal year.

B. Administrative Policy

The specific details of the Tuition Reimbursement Program is set forth in Administrative Policy approved on August 13, 1992, and as amended thereafter.

XIV. MILEAGE REIMBURSEMENT — PRIVATE VEHICLE

A. Using Private Vehicles for Approved City Business

The City shall pay mileage reimbursement for City employees using private vehicles for authorized City business approved by management.

B. Mileage Reimbursement Rate

The mileage reimbursement rate shall be rates set forth by the IRS.

C. Administrative Policy

The specific details of the mileage reimbursement policy is set forth in Administrative Policy approved on February 8, 2003, and as amended thereafter.

XV. MISUSE OF BENEFITS

Employees who fraudulently gain or fraudulently attempt to gain for themselves or others by deception, omission, or fraud the benefits of the City's Workers' Compensation,

retirement, medical, dental, or other insurance policies or any other benefit to which they would not otherwise be entitled shall be subject to: 1) denial of requested benefits; and/or b) disciplinary action up to and including termination.

ARTICLE FIVE

LEAVE POLICIES

I. HOLIDAYS

A. Official Fixed Holidays

1. **The City shall recognize the following days as official City fixed holidays.**

   President's Day
   Memorial Day
   Independence Day
   Labor Day
   Thanksgiving Day
   Veteran's Day

2. **Fixed Holidays — Full Shift Leave With Pay**

   Each fixed holiday granted to employees shall be a full shift of up to ten (10) hours of time off with pay. Any additional time taken off above ten hours per each fixed holiday must be deducted from the employee's other leaves, such as vacation, floating holiday leave, or compensatory time.

3. City Hall and most City departments will be permanently closed from Christmas Day through New Year's Day. The Christmas Day and New Year's Day holidays will be part of this closure and thus have been removed from the list of fixed holidays, with the exception of New Year's Day when it falls on a Sunday. In this case New Year's Day will be observed on the following Monday. Christmas Eve will only be recognized as a Holiday when it falls on a Monday through Thursday in any given year.

4. Each year employees will receive a separate bank of holiday hours that can only be used to cover their absence from work from December 25th through January 1st. The amount of these separate holiday hours granted to each employee will be based on the employee's normal work hours on these days. The employee must be an active employee of the City of West Covina on the above dates to receive these holiday hours.

5. Any employee required to work between December 25th and January 1st on their normal work day(s) will receive compensatory time off or holiday pay based on actual hours worked up to a maximum of forty (40) hours.

6. Holiday in-lieu pay shall be limited to a maximum of twenty (20) hours per fiscal year. Any holiday in-lieu time in excess of twenty (20) hours must be taken as compensatory time off.

7. Should the City eliminate the above compensated holiday closure from December 25th through January 1st, the following fixed holidays shall be recognized.

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (unless Christmas falls on a Saturday, Sunday, or Monday)
Christmas Day

B. <u>Floating Holiday Leave (Previously Referred to as "Personal Leave")</u>

1. In addition to the City's fixed holidays, Maintenance & Crafts unit employees shall be eligible to use up to forty (40) hours of Floating holiday leave per each calendar year as approved by management.

2. New employees are not eligible to receive and use floating holiday leave until they have been continuously employed with the City for a period of one (1) month.

3. New employees appointed after the beginning of the calendar year are entitled to floating holiday leave at a rate of 1.54 hours per pay period of full-time employment.

4. Floating holiday leave becomes usable January 1 of each calendar year and must be used by December 31 of the same calendar year. The hourly equivalent may not be paid in lieu of time off.

5. Floating holiday leave may not be accumulated and carried over into the next calendar year. Any unused floating holiday leave time remaining at the end of each calendar year, if any, shall be null and void unless approved by City Manager.

C. <u>Floating Holiday Leave — Reinstated Employees</u>

Reinstated employees shall receive floating holiday leave credit for all prior service in the current year in ascertaining the number of hours usable and when they may be used.

D. Floating Holiday Leave — Terminating Employees

1. Terminating employees who have not used all the floating holiday leave that they are entitled to shall be paid off at the rate of 3.33 hours per month of employment in the current calendar year. If the employee's termination date is after the 18th of the month, the employee will receive floating holiday leave credit for that month.

2. If the terminating employee has taken more floating holiday leave time than they are entitled to, the amount of time taken in excess shall be deducted from vacation, sick leave pay-off, or salary when final payroll checks are computed.

E. Limitations on Holiday Leave

1. The holiday cash out option shall be limited to a maximum of two (2) days per fiscal year.

2. Holiday leave shall not apply to any employee hired on a part-time, temporary, extra help, hourly, or daily basis.

3. A temporary employee, who is filling a full-time position, during the absence of a regular employee on a military leave of absence for military duty, shall be entitled to the same holidays as a regular employee.

F. Paid Status Eligibility

Employees are eligible to receive holiday leave with pay only if they are in a "paid status" on the regularly scheduled workday or shift immediately preceding the holiday and the regularly scheduled workday or shift immediately following the holiday. "Paid status" includes vacation, sick leave, compensatory time, bereavement leave, jury duty and injured on duty.

G. Observation of Saturday and Sunday Holidays

1. For those employees whose normal workweek is Monday through Thursday, when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.

2. When a holiday falls on a Friday, the preceding Thursday shall be deemed to be the holiday in lieu of the day observed.

3. For all other employees, when a holiday falls on a regularly scheduled day off, the employee shall be entitled to up to ten (10) hours straight compensatory time for the holiday based on their normal work schedule. This compensation can be taken as either compensatory time or pay, at the discretion of the employee.

H. Holiday Scheduling

The City reserves the right to require employees to work on fixed holidays.

II. VACATION

A. Vacation Policy

It is the policy of the City that where possible employee vacations be taken annually in the year earned. The time during the year at which an employee may take vacation shall be determined by management, with due regard for the wishes of the employee and particular regard for the service needs of the City.

B. Vacation Leave Earned and Accumulated

Eligible employees shall earn and accumulate to a maximum vacation leave as follows:

Months of Service	Hours Accumulated Per Pay Period	Hours Accumulated Per Month	Maximum Accruals
1 — 60*	3.08	6.67	280
61 — 108	4.62	10.00	280
109 —120	4.92	10.67	280
121 —132	5.23	11.33	280
133 —144	5.54	12.00	280
145 —156	5.85	12.67	280
157 +	6.15	13.33	280

* At completion of 60 months add 40 hours

C. Limitation — Vacation Leave Accrual

1. Employees shall not be allowed to accrue vacation leave beyond the stated maximums.

2. No employee shall lose earned vacation leave because of work urgency as approved by management. Work urgency is defined as the department's need to have the employee at work to perform duty assignments for a specified period of time.

3. If an employee has reached the maximum allowed unused vacation leave balance, and is unable to take vacation leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, and is not eligible to cash out vacation leave per the provisions of this Section, the Human Resources Director shall approve a waiver of the maximum allowed unused balance for a period not to exceed six (6) months per fiscal year.

D. Vacation Leave Accrual for Holidays

When a fixed holiday falls within a scheduled vacation period, absence on that day shall be charged to holiday hours. An employee must be on paid status on the day before and after the holiday to be compensated for the holiday.

E. Payment for Unused Vacation Leave Time at Termination

Any employee who is terminating his/her employment, shall be paid for accrued vacation leave time as of the effective date of termination.

F. Payment for Unused Vacation Leave Time

Upon the employee's request he/she may be paid the straight time daily equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than forty (40) hours in any one calendar year.

G. Vacation Leave — Reinstated/Reemployed Employees

Any employee who is reinstated or reemployed under the provisions of these rules shall accrue vacation at the same rate as prior to his/her termination.

H. Vacation Leave — New Employees

New employees — Upon completion of six (6) consecutive months of full-time service, may be credited with one-half of the annual earnings and may begin using such accrual. Thereafter, employees may use vacation as they complete each month of service.

III. SICK LEAVE

A. Sick Leave Benefit

1. Sick leave is a benefit and not a right and is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article.

B. Sick Leave Earned

1. Employees shall accrue ninety-six (96) hours of sick leave per calendar year.
2. Following completion of thirty (30) calendar days of continuous full-time service, each City employee shall receive 3.69 hours per pay period of sick leave pay. Thereafter, for each pay period of service in which the employee has worked or has been paid for one-half (1/2) or more of the actual number of working days of such month, he/she shall continue to accrue 3.69 hours of credit for sick leave with pay.
3. Sick leave may be used by new employees following thirty (30) calendar days of employment.
4. Unused sick leave may be accumulated without limit.

C. Reinstatement of Sick Leave

1. Any employee who is reinstated to full-time City employment shall be given full credit for his/her unused accumulated sick leave at the time of termination, provided, however, that no payoff for accumulated sick leave was received upon termination.

2. Upon reemployment, an employee who has separated employment in good standing will have sick leave time reinstated in amount accumulated at the time of separation up to a maximum of 320 hours. In the event that through the course of continued employment accumulated sick leave exceeds 320 hours, payoff for such excess accumulations shall be in accordance with the payoff provisions of the program, but in no case shall the aggregate of such amount(s) exceed that provided by the policy.

D. Sick Leave Annual Payoff Program

The employee Sick Leave Annual Payoff Program shall be administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular employee.

2. Sick leave used by an employee during each calendar year will be charged against the employee's current year earnings.

3. The maximum amount of sick leave hours that may be cashed out each calendar year at the employee's current hourly rate is sixty (60) hours.

4. Each employee must carry over to a sick leave "bank" a minimum of thirty-six (36) current year unused hours in December of each year.

5. Employees with a minimum of seventy-six (76) hours of unused current year sick leave accrual, all hours above seventy-six (76) hours to a maximum of ninety-six (96) hours of the current year's unused sick leave will automatically be transferred to the employee's RHS account.

6. Employees may opt to receive cash payment for any hours of unused current year sick leave accrual between thirty-six (36) and seventy-six (76) hours or leave these hours in their sick leave bank.

7. If thirty-six (36) hours per calendar year of unused sick leave are not available, the number of unused hours must be carried over to the sick leave bank.

8. To qualify for this program, employees shall not be allowed to charge sick leave to other forms of paid leave.

E. Sick Leave Payoff Upon Retirement

Unit employees hired prior to July 1, 2018 and who retire from the City other than by discharge, shall be paid at the employee's hourly rate of pay for one-half (1/2) of all sick leave accrued to the time of such retirement at their current rate of compensation to a maximum of three hundred sixty (360) hours. However, fifty (50%) percent of the hours eligible for cash out maximum (180 hours) must be put in to the employee's RHS Account and the remaining balance of sick leave hours may be converted to CalPERS service credit as pursuant to CalPERS regulations. For those employees hired on or after July 1, 2018, such employees may convert unused sick leave hours upon retirement to CalPERS service credit as pursuant to CalPERS regulations.

F. Use of Sick Leave

1. Approval

Sick leave can only be granted upon the approval of management or his/her designee in the case of bona fide illness or injury of the employee or in the event of the care or attendance of serious illness or death of a member of the employee's immediate family.

Employees may use sick leave for medical, dental, and vision care appointments but are encouraged to schedule such appointments that are non-emergency or routine on regular days off when possible. When using sick leave for non-emergency medical, dental, and vision care appointments employees will provide as much advanced notice as possible to the supervisor and attempt to schedule the appointments at a time so as to be the least disruptive to the work operations, i.e., at the beginning or end of the shift.

2. Physician's Certificate on Use of Sick Leave

Management may require evidence in the form of a physician's certificate, or written statement, as to reason for any employee's absence of two (2) or more consecutive working days for which sick leave was requested. A failure to supply or provide said certificate or written statement shall be grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.

3. Physical Examination May be Required

Any employee absent from work, due to illness or accident, may be required by management to submit to and successfully complete a physical examination before returning to active duty. The physical examination will be conducted by a physician of the City's choice, with all costs to be paid by the City.

G. Use of Sick Leave — Care of Immediate Family

1. No more than forty-eight (48) hours of sick leave within any calendar year may be granted to an employee for the care or attendance upon members of his/her immediate family.

2. The phrase "immediate family", for the use of sick leave, is defined as grandparent, parent, spouse, domestic partner, in-laws, child, stepchild, grandchild, brother, or sister.

H. Temporary Disability

1. A City employee who is entitled to temporary disability indemnity under Division 4, Part 2, Ch 2 of the Labor Code may elect to take that number of days or portions of days of his/her accumulated sick leave, or his/her accumulated vacation, as when added to his/her disability indemnity will result in payment to him/her of his/her full salary.

2. When his/her accumulated sick leave, or vacation, or both are exhausted, he/she is still entitled to receive disability indemnity.

I. Sick Leave Limitations

No employee shall be entitled to sick leave with pay while absent from duty on account of the following causes:

1. Sickness or disability sustained while on leave of absence, other than regular vacation leave or sick leave.

2. Disability or illness arising from compensated employment other than with the City of West Covina.

J. Sick Leave During Vacation

Sick leave shall not be used in lieu of or to extend vacation leave. However, an employee who becomes seriously ill on an approved vacation may contact his/her department head and request that sick leave be granted in lieu of vacation for the period of illness. Management has discretion in approving or disapproving such request.

K. Holiday During Sick Leave

Observed holidays occurring during sick leave shall not be deducted from employee's sick leave time.

L. Use of Sick Leave to Offset Disability Retirement

No employee shall use sick leave days to offset the date of disability retirement. The effective date of disability retirement shall be as soon as practicable after the City's physician has determined that the employee can no longer perform the duties of his/her or an alternate position.

IV. WORK RELATED DISABILITY LEAVE

A. Injury/Illness Arising Out Of and In The Course of Job Duties

Whenever employees of the City are disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, they

shall be entitled, regardless of their period of service with the City, to leave of absence while so disabled, without loss of salary as provided below.

B. Temporary Disability Compensation

1. Temporary disability compensation, if any, being considered as and credited to salary for this purpose — for the period of such disability, but not exceeding one (1) year, or until such earlier date as they are determined to be permanent and stationary and unable to return to their usual and customary duties.

2. The leave of absence hereby granted shall be in addition to, and shall not be charged to or deducted from, accumulated sick leave except as provided here.

3. Such leave, however, shall not be paid for more than three (3) days unless and until such employees are determined by the City to be legally entitled to receive benefits under the Workers' Compensation Law of the State of California based upon such injury or illness. When and while applicable, this section shall supersede the provisions of the Grievance Procedure.

C. Salary Step Increases during Leave

Relative to unit employees, (1) promotion or step increases which would have come due during a disability leave shall take effect upon the day the employee returns to regular duties in accordance with existing rules; (2) holidays occurring during disability shall not be counted as disability leave days, but shall be considered as holidays for which time off has been utilized; and (3) vacation and sick leave benefits shall continue to accrue during periods of industrial disability leaves.

D. Review of Safety Committee

The first three (3) work days of absence of unit employees due to a disability shall be charged to the employee's usable accumulation of sick leave or other time off benefits; provided, however, that the Safety Committee or its subcommittee, upon request of the employee, shall review the circumstances of the injury. If the Safety Committee rules that the employee had no possible opportunity to prevent or reduce the injury through any alternative action, disability time off charged to the employee's time off benefits may be restored. Such restorations shall be limited to causes where no danger could have been anticipated or precautions and actions taken by the employee to prevent or reduce the injury. Appeal of Safety Committee determinations provided for in this section shall be made to the City Manager, whose decision shall be final.

V. BEREAVEMENT LEAVE

Bereavement leave up to forty (40) hours per occurrence will be available to an employee in the event of the death of said employee's immediate family member, which is defined as a grandparent, parent, spouse, domestic partner, in-laws, child, stepchild, grandchild, brother, or sister. If additional bereavement leave is necessary, sick leave may be used as approved by the Department Head. Evidence or proof may be requested.

VI. MILITARY LEAVE

A. State Military and Veteran's Code

Military leave with pay shall be granted in accordance with Section 395 of the State Military and Veteran's Code.

B. Inactive Military Service

1. Any unit employee who is on inactive duty such as scheduled reserve drill periods, and who has been in the service of the City for a period not less than one year immediately prior to the day on which the absence begins shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any such absence.

2. Pay for such purposes shall not exceed thirty (30) days in any one year of City service. All service of said public employee in the recognized military service shall be counted as City service.

3. The City may grant a military leave of absence without pay for an indefinite period of time to any employee who is called into active military service even though the employee does not meet the one (1) year of continuous service requirements.

C. Active Military Service

1. Each full-time officer or employee of the City who has been or is called to active military service with the Armed Forces of the United States in connection with the activation of the Military Reserves shall be entitled to military leave with full pay for the period of absence on military service in excess of the period covered by said Rule 10, Section 10.26.

2. The amount of pay each such employee shall be entitled to receive from the City for said additional period of military leave shall be the difference between the gross pay and allowances actually received by the officer or employee from the Unites States for such service and the gross wages that said employee would have received from the City of West Covina if he or she had not been called to active military duty, subject to all necessary and appropriate deductions and withholdings.

3. The City shall also provide continued health and dental benefits to the employees' dependents, provided that the dependents were covered for those benefits prior to the employee being called to active duty. Further, contributions to deferred compensation from the Cafeteria Plan shall not be made during the time of activation.

4. The City shall not pay any wage or benefit provided for in this resolution until and unless the officer or employee who requests such payment provides satisfactory proof and documentation of eligibility to receive payment in accordance with procedures established by the City Manager.

VII. Jury Duty

1. Jury Duty Policy

No deductions shall be made from the salary of an employee while on jury duty if he/she has waived or remitted to the City the fee for jury duty paid for hours the employee is scheduled to work. If he/she has not so waived or remitted the jury fee, he/she shall be paid only for the time actually worked in his/her regular position. An employee accepted for jury duty shall immediately notify management in writing whether or not he/she waives or remits his/her jury fee to the City.

2. Jury Fees Returned to the City

The City will grant an employee required to serve on jury duty, or to report for examination to serve on jury duty, up to one hundred sixty (160) hours of paid leave for such purposes per year. All fees received by the employee for jury duty, exclusive of mileage, shall be remitted to the City. City Administrative procedures will govern further details of this program.

VIII. FAMILY CARE LEAVE

1. Birth or Adoption

Leaves due to pregnancy or subsequent to the birth or adoption of a child for parental care purposes, will be granted for a reasonable period of time by the City Manager, provided such period, including paid leave and leave without pay, shall not exceed twelve (12) weeks in a twelve (12)-month period. Such leave shall not be conditioned on whether the employee is medically disabled but must be directly associated with the birth or adoption of a child.

2. Family Illness

Leaves due to serious health condition of a child, spouse or parent of an employee may be granted for a reasonable period of time by the City Manager, provided such period including paid and unpaid leave, shall not exceed twelve (12) weeks in any 12-month period. Only those employees with at least one year of continuous City employment shall be eligible. Certification from a health care provider that the employee's leave is necessary and the prospective length of such leave may be required upon request. Family care leave shall be administered in a manner consistent with Sections 12945, 12945.2 and 19702.3 of the California Government Code. California law shall prevail unless preempted by federal law.

3. Use of Paid Leave

1. Paid benefit time such as vacation, personal leave days, compensatory time and administrative leave may be taken during any family leave period so long as the total time off does not exceed twelve (12) weeks. Such leave must be used prior to an employee taking leave without pay except during the disability period of a female employee, which is in conjunction with the birth of a child. Sick leave may only be used during the disability period or

as provided under Personnel Rules. All employees on family care leave are entitled to return to the same or comparable position.

2. More specific details on the Family Care Leave policy is set forth in City's Administrative Policy and Personnel Rules.

IX. SPECIAL LEAVE OF ABSENCE WITH PAY

When an employee has exhausted all sick leave and vacation time to which he/she is entitled, the City Council may, upon showing of good cause and justifiable and deserving circumstances, grant to such employee a leave of absence with pay for a period not exceeding six months and subject to such conditions as the City Council may deem advisable. If the special leave of absence request is in relation to an employee's disability accommodation, then the leave shall be determined through the interactive process on a case-by-case basis. If temporary disability payments are paid to such employee during any such leave of absence with pay, they shall be credited to and considered a part of his/her salary, and the City shall pay only the difference which when added thereto would equal his/her full salary.

X. LEAVES OF ABSENCE WITHOUT PAY

A. Unauthorized Absence — Automatic Termination

Any employee absent from his/her job for more than two (2) working days without prior permission of the department head, shall be considered to have automatically terminated his/her employment with the City unless such leave is extended as approved by management for mitigating circumstance.

B. Unauthorized Absence — Other Disciplinary Action

Any unauthorized absence may be cause for disciplinary action.

C. Authorized Absence

1. Upon the request of the employee and the recommendation of the appointing authority, a leave of absence without pay may be granted by the Council or City Manager to an employee, who immediately preceding the effective date of such leave, shall have completed at least one year of continuous service.

2. An employee shall not be entitled to a leave of absence as a matter of right, but only upon good and sufficient reason.

3. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

D. Leave of Absence Without Pay - Duration

1. Request for leave of absence without pay shall be made as prescribed by the Human Resources Director, and shall state specifically the reasons for the request, the date when leave is desired to begin, and the probable date of return to work.

2. The Human Resources Director may approve the request of leave of absence without pay, of one hundred twenty (120) calendar days or less upon the recommendation of Department Head.

3. The City Manager may approve, upon recommendation of the Department Head, requests of more than one hundred twenty (120) calendar days, not to exceed one (1) full year.

4. The City Manager may later, due to mitigating circumstances, extend such leave of absence without pay for one (1) additional full year with the approval of the Department Head.

5. A physician statement shall be required of any employee who requests leave of absence without pay as a result of medical conditions.

6. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

E. <u>Leave of Absence — Employee Injured on Job</u>

The City Council may grant a leave of absence without pay for an indefinite period of time to any employee who is injured on the job, or has a serious illness even though the employee does not meet the one-year of continuous service requirements.

F. <u>Accrual of Benefits</u>

Leave of absence without pay granted by the City shall not be construed as a break in service of employment, and rights accrued at the time leave is granted shall be retained by the employee; however, vacation credits, sick leave credits, increases in salary and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee reinstated after leave of absence without pay shall receive the same step in the salary range he/she received when he/she began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's salary anniversary date shall be set forward one month for each thirty (30) consecutive leave days taken.

XI. <u>FAILURE TO RETURN FROM LEAVE</u>

1. Failure of the employee to return to his/her employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service, unless such leave is extended as approved by management for mitigating circumstances.

2. The City reserves the right to revoke or cancel any authorized leave for reasons, which the City finds to be sufficient.

ARTICLE SIX

GENERAL PROVISIONS

I. WAIVER PROVISION ON BARGAINING DURING TERM AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the terms of this Agreement, the Association hereby agrees not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Memorandum of Understanding. During the term of this Agreement, the parties agree to meet and confer regarding updates to various policies and rules when requested by the City.

II. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national or local emergency, or similar circumstances as determined by management, the provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Associations shall have the right to meet with the City regarding the impact on employees of the suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

A. MOU Remains in Full Force and Effect

Should any article, section, subsection, subdivision, sentence, clause, phrase or provision of this Memorandum of Understanding be found in conflict or inconsistent with such applicable provisions of Federal or State law or otherwise held to be invalid, unenforceable, inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

B. Successor Provision

In the event any provision shall have been found to be inoperative, void or invalid as aforementioned, the City and the Association shall, upon the request of either party, meet and confer in an effort to agree upon a successor provision.

IV. PROVISIONS OF MEMORANDUM

A. Sole and Entire Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and Memorandums of Understanding, oral or written, expressed or implied, between the parties, and shall govern their entire relationship of any and all rights or claims which may be asserted hereunder or otherwise. This Memorandum of Understanding is not intended to cover any matters preempted by Federal or State law.

The Parties reached agreement on a consolidated MOU to include all mutually agreed side letters signed between 2016 and 2020 with the intention of maintaining the existing terms and conditions of employment contained in the July 1st 2014 to

June 30, 2015 MOU except as modified by said side letters and this MOU. Unless the Parties agreed otherwise in this MOU, if the terms and conditions contained in the consolidated MOU differ from those established in one or more of the side letters or in the July 1, 2014 to June 30, 2015 MOU, the terms of the former will prevail and the Parties will meet to correct the issue in the consolidated MOU. This paragraph is intended only to cover the initial term of the consolidated MOU and will become ineffective on June 30, 2024.

B. Personnel and Departmental Rules

1. It is understood and agreed that there exist within the City, in written form, Personnel and Departmental Rules.

2. Except as specifically modified by this Memorandum of Understanding (MOU) these rules and regulations and any subsequent amendments thereby, shall be in full force and effect.

3. Before any new or subsequent amendments to these Personnel and/or departmental rules and regulations, which directly affect wages, or significantly alter hours, and terms and conditions of employment are implemented, the City shall meet with the Association regarding such changes.

4. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met with the Association as required.

V. AMENDMENTS TO MEMORANDUM OF UNDERSTANDING

The provisions of this Memorandum of Understanding can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the designated representatives of the City and the Association.

VI. RATIFICATION AND IMPLEMENTATION

A. Acknowledgement

The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by those Association members voting who are in classifications requested by each Association set forth in this Agreement and adopted in the form of a resolution by the City Council.

B. Mutual Recommendation

This Agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits, and other terms and conditions of employment for unit employees represented by the Association.

C. Ratification

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and the Association and entered into on November ___, 2021.

D. Term or Memorandum of Understanding

The term of this Memorandum of Understanding shall be for a period of three (3) years, commencing on July 1, 2021 and terminating June 30, 2024 at 11:59 p.m.

PARTIES TO THE AGREEMENT

Maintenance & Crafts Employees Association

David Branconier, President

Bryon Lewis, Vice President

City of West Covina

David Carmany
City Manager

Helen Tran
Director of Human Resources / Risk Management

APPENDIX "A"

CITY OF WEST COVINA
MAINTENANCE & CRAFTS EMPLOYEE UNIT

The following are those classifications, which have been recognized by the City to be assigned to the Maintenance & Crafts Employee Unit:

JOB TITLES/CLASSIFICATIONS

Building Maintenance Leadworker

Electrician I, II

Electrician Leadworker

Equipment Mechanic I, II

Equipment Mechanic Lead Worker

Equipment Operator

Maintenance Leadworker

Maintenance Worker I, II, III

Senior Maintenance Worker

Maintenance Services Coordinator

Appendix "B"

Maintenance & Crafts Salary Schedule

Effective November 13, 2021 - 8% COLA						
POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Building Maintenance Leadworker	MT200	$4,441	$4,662	$4,896	$5,141	$5,398
Electrician I	MT210	$3,655	$3,838	$4,029	$4,231	$4,443
Electrician II	MT090	$4,547	$4,775	$5,013	$5,264	$5,527
Electrician Leadworker	MT120	$5,037	$5,289	$5,553	$5,831	$6,123
Equipment Mechanic I	MT030	$3,559	$3,737	$3,924	$4,119	$4,325
Equipment Mechanic II	MT080	$4,203	$4,414	$4,634	$4,866	$5,109
Equipment Mechanic Leadworker	MT130	$4,758	$4,996	$5,247	$5,509	$5,784
Equipment Operator	MT060	$4,090	$4,294	$4,509	$4,735	$4,971
Maintenance Leadworker	MT100	$4,310	$4,526	$4,752	$4,990	$5,239
Maintenance Services Coordinator	MT140	$5,289	$5,553	$5,831	$6,123	$6,428
Maintenance Worker I	MT010	$3,284	$3,448	$3,621	$3,802	$3,992
Maintenance Worker II	MT020	$3,447	$3,620	$3,801	$3,991	$4,190
Maintenance Worker III	MT040	$3,618	$3,799	$3,988	$4,188	$4,398
Senior Maintenance Worker	MT050	$3,686	$3,870	$4,063	$4,266	$4,480

Effective July 1, 2022 - 3% COLA						
POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Building Maintenance Leadworker	MT200	$4,574	$4,802	$5,043	$5,295	$5,560
Electrician I	MT210	$3,764	$3,953	$4,150	$4,358	$4,576
Electrician II	MT090	$4,683	$4,918	$5,164	$5,422	$5,693
Electrician Leadworker	MT120	$5,188	$5,447	$5,720	$6,006	$6,306
Equipment Mechanic I	MT030	$3,665	$3,849	$4,041	$4,243	$4,455
Equipment Mechanic II	MT080	$4,329	$4,546	$4,773	$5,012	$5,263
Equipment Mechanic Leadworker	MT130	$4,901	$5,146	$5,404	$5,674	$5,958
Equipment Operator	MT060	$4,213	$4,423	$4,644	$4,877	$5,120
Maintenance Leadworker	MT100	$4,440	$4,662	$4,895	$5,139	$5,396
Maintenance Services Coordinator	MT140	$5,447	$5,720	$6,006	$6,306	$6,621
Maintenance Worker I	MT010	$3,383	$3,552	$3,730	$3,916	$4,111
Maintenance Worker II	MT020	$3,551	$3,729	$3,915	$4,110	$4,316
Maintenance Worker III	MT040	$3,727	$3,913	$4,108	$4,314	$4,530
Senior Maintenance Worker	MT050	$3,797	$3,986	$4,185	$4,394	$4,614

Appendix "B"

Maintenance & Crafts Salary Schedule

Effective July 1, 2023 - 3% COLA						
POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Building Maintenance Leadworker	MT200	$4,711	$4,946	$5,194	$5,454	$5,727
Electrician I	MT210	$3,877	$4,072	$4,275	$4,489	$4,714
Electrician II	MT090	$4,824	$5,065	$5,319	$5,584	$5,864
Electrician Leadworker	MT120	$5,344	$5,611	$5,892	$6,186	$6,495
Equipment Mechanic I	MT030	$3,775	$3,964	$4,163	$4,370	$4,589
Equipment Mechanic II	MT080	$4,459	$4,683	$4,917	$5,163	$5,421
Equipment Mechanic Leadworker	MT130	$5,048	$5,300	$5,566	$5,845	$6,137
Equipment Operator	MT060	$4,339	$4,556	$4,784	$5,023	$5,274
Maintenance Leadworker	MT100	$4,573	$4,802	$5,041	$5,293	$5,558
Maintenance Services Coordinator	MT140	$5,611	$5,892	$6,186	$6,495	$6,820
Maintenance Worker I	MT010	$3,484	$3,658	$3,842	$4,033	$4,235
Maintenance Worker II	MT020	$3,657	$3,841	$4,032	$4,234	$4,446
Maintenance Worker III	MT040	$3,838	$4,031	$4,231	$4,443	$4,666
Senior Maintenance Worker	MT050	$3,911	$4,105	$4,310	$4,526	$4,753

AGENDA ITEM NO. 8

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 2, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA GENERAL EMPLOYEES' ASSOCIATION

RECOMMENDATION:
It is recommended that the City Council adopt the following Resolution:

> **RESOLUTION NO. 2021-109 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE CITY OF WEST COVINA GENERAL EMPLOYEES' ASSOCIATION REPRESENTED BY CITY EMPLOYEES ASSOCIATES (CEA)**

BACKGROUND:
Under California law, the Meyers-Milias-Brown Act (MMBA) of 1968 established collective bargaining for California municipalities. Collective bargaining is the process by which workers, through their associations, and employers negotiate contracts to determine terms of employment, including pay, benefits, hours, leave, and job health & safety policies

The Memorandum of Understanding between the City and the City of West Covina General Employees' Association (WCGEA) represented by City Employees Associates (CEA) expired on June 30, 2021. The City and representatives for WCGEA met and conferred on five (5) occasions and have reached an agreement on a comprehensive Memorandum of Understanding.

DISCUSSION:
The City and WCGEA represented by City Employees Associates (CEA) have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Code § 3500 regarding terms and conditions of employment, including wages, benefits, and hours. After having met and conferred a total of five (5) sessions, the City and WCGEA have memorialized an agreement regarding wages, benefits, hours, and other terms and conditions of employment in a Memorandum of Understanding (MOU) for the period of July 1, 2021 through June 30, 2024, which is attached to this report as Attachment No. 2.

The following changes to the existing labor agreement are agreed upon to be incorporated into the successor agreement and would become effective upon ratification of the MOU by the City Council. All other provisions from the existing agreement are proposed to remain in the agreement without changes.

1. Term – 3 years (through June 30, 2024).

2. Salary Increase (Article 2- Salaries and Compensation) – Effective the first full pay period following ratification of the MOU and not earlier, the base salary shall increase by 8%; effective the first full pay period following July 1, 2022, the base salary shall increase by 3%; effective the first full pay period following July 1, 2023, the base salary shall increase by 3%.

3. Cost-Sharing (Article 2, Section V- PERS Retirement Benefits) – Effective the first full pay period following ratification of the MOU and not earlier, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost-sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2022, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost-sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2023, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost-sharing in accordance with Government Code Section 20516(f). The City and WCGEA agree that should the MOU expire without a successor agreement in place, the cost-sharing contribution as described above shall continue.

4. One-time Non-PERSable Pay – Within 45 days after ratification of the MOU, employees shall receive a one-time non-PERSable pay of $3,000.00. Should a group other than a public safety group (Police or Fire) receive a greater one-time non-PERSable pay during the term of the MOU, WCGEA employees shall receive that same level of one-time pay. The employees will receive the one-time payment on a check separate from their paycheck.

LEGAL REVIEW:

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

Prepared by: Helen Tran, Director of Human Resources/Risk Management Department

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Fiscal Impact

FISCAL IMPACT:

Objective 8 of the Financial Recovery Plan contemplates that the City will meet and confer regarding negotiation of employee union agreements to review CPI, the City's ability to pay, and labor market competitiveness on a total compensation basis. Under this agreement, the employees will contribute an additional 3% of compensation towards pension.

Attachments

Attachment No. 1 - Resolution No. 2021-109

Attachment No. 2 - Exhibit A (General MOU)

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Financial Recovery Plan/Corrective Action

ATTACHMENT NO. 1

RESOLUTION NO. 2021-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA GENERAL EMPLOYEES' ASSOCIATION REPRESENTED BY CITY EMPLOYEES ASSOCIATES (CEA)

WHEREAS, the City of West Covina, hereinafter referred to as the "City," and the West Covina General Employees' Association represented by City Employees Associates, have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Code § 3500; and

WHEREAS, the meet and confer process is a process that can result in an agreement between employees, through their associations, and the City regarding terms and conditions of employment, including wages, benefits and hours; and

WHEREAS, the City and the West Covina General Employees' Association represented by City Employees Associates have memorialized their agreement regarding wages, benefits, hours and other terms and conditions of employment in a Memorandum of Understanding for the period of July 1, 2021 through June 30, 2024, which is attached hereto as Exhibit "A".

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

SECTION 1. The Memorandum of Understanding between the City and the West Covina General Employees' Association represented by City Employees Associates, attached hereto as Exhibit "A," is hereby approved.

SECTION 2. The City Manager is authorized to sign the Memorandum of Understanding.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 2nd day of November, 2021.

_____

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-109 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of November 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF WEST COVINA

AND

CITY OF WEST COVINA

GENERAL EMPLOYEES' ASSOCIATION

JULY 1, 2021 THROUGH JUNE 30, 2024

ARTICLE ONE

RIGHTS AND RESPONSIBILITIES

I. PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as MOU or Agreement interchangeably) has been prepared pursuant to the terms of the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and the West Covina Personnel Rules, as amended, which is hereby incorporated by reference. This Agreement has been executed by representatives of the City of West Covina (hereinafter referred to as "City") on behalf of the City; and the **General Employees' Bargaining Group Representatives** of the West Covina General Employees' Bargaining Group (hereinafter referred to as "General Employees' Association"), representing the General Unit Employees.

II. GENDER

The terms "they" and "their" may be used in this agreement as substitutes for the terms "his," "hers," "his/her," "he," "she," or other terms which would indicate masculine or feminine gender.

III. RECOGNITION

A. General Unit Employees

Pursuant to the provisions of the City of West Covina Municipal Code, Employee Organization, Article V Section 2-205 through 2-228, and the City of West Covina Personnel Rules, as amended, the City recognizes the West Covina General Employees' Bargaining Group as the exclusive recognized employee organization on behalf of all full-time salaried non-management and non-mid-management General Unit employees of the City of West Covina.

B. Exclusions

Those classifications and positions excluded include employees designated as confidential, executive, management, mid-management, or hourly.

C. Classifications Recognized

Specific classifications recognized by the City of West Covina being represented by the General Employees' Bargaining Group are listed in Appendix "A-1" of this Agreement.

IV. ASSOCIATIONS AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Association and Employee Rights

The City and the Association shall comply with the provisions of Government Code section 3500, et seq., as amended, or any subsequent State law governing meet and confer rights of employee organizations. The parties further agree that during

the term of this Memorandum of Understanding, each party shall retain those rights respectively vested by local, state and federal law, which cannot otherwise be waived by this Agreement.

B. Payroll Deduction

1. The City shall, during the term of this Agreement, and in a manner consistent with applicable law, deduct monies for membership dues on a bi-monthly basis (24 pay periods) from unit employees whose classification and position are recognized to be represented by the Association and who voluntarily authorize the deduction in writing, or on forms approved by the City.

2. The City shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days after receiving the request.

3. The City shall remit to the recognized employee organization the monies from authorized deductions made in accordance with procedures set forth by the City.

4. In the event the employee shall not be entitled to any pay for the first pay period of any month, such deduction shall be made from the wages of such employee earned in the next succeeding pay period in said month. If such employee shall not be entitled to any pay during the succeeding pay period in said month, the City shall not make dues deduction thereafter in respect to the dues of said employee for said month.

C. Indemnification

The Association shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all damages and legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

D. Association Benefit Plans - Dues

The City will allow employees to add an amount of money, to pay for Association sponsored benefits plans, to the lump sum bi-monthly (24 pay periods) deduction for Association dues.

E. Association Representation Responsibilities

The Association agrees and shall assume its responsibilities as recognized designated representative to represent all unit employees without discrimination, interference, restraint, or coercion, and to comply with exclusive representation responsibilities as set forth in the City of West Covina Municipal Code, Employee Organizations, Article V, Sec. 2-205 through 2-228, and Personnel Rules, as amended.

F. Association Release Time — Time Off For Meeting and Conferring

1. The City and Association recognize that it is of benefit both to the City and Association that representatives designated by the Association to serve as the Association negotiating committee be granted leave from duty with full pay during scheduled working hours to participate in meet and confer sessions as requested by the City.

2. The Association negotiating committee shall be allowed release time as approved by management in order to prepare for meet and confer sessions required for subsequent new Memorandums of Understanding.

3. Individual negotiating committee members shall give management as much advance notice as possible about the dates, times, and duration of the requested release time.

4. Unless otherwise agreed to by both parties, the negotiating terms for the Association shall not exceed three (3) members each.

5. Full pay, as stated, shall mean the employee's current base salary, fringe benefits, and any assignment pay.

6. Each party shall provide the other a list of representatives at least two weeks prior to the date set for meeting and conferring unless both parties agree such notice is impractical.

G. Release Time-Grievances

Representatives of the Association shall be granted reasonable release time from their assigned work as approved by management to provide representation services such as grievance matters.

H. Bulletin Boards

1. The City may permit the Associations to use certain designated bulletin boards approved by management located at City facilities to post Association related information including e-mail and fax.

2. The Associations agree to continually self-monitor all information posted on bulletin boards to ensure they are maintained in an orderly manner. All materials posted should be dated and maintained in an orderly manner.

3. No item(s) that can reasonably be interpreted as inflammatory, libelous, obscene, or slanderous may be posted on bulletin boards.

V. <u>MANAGEMENT RIGHTS AND RESPONSIBILITIES</u>

A. Management Rights

The City continues to reserve, retain, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been

expressly abridged by specific provisions of the Memorandum of Understanding or by law, to manage the City for the citizens of West Covina, as such rights existed prior to the execution of the Memorandum of Understanding. The City continues to reserve and retain solely and exclusively all rights of management, including those City rights set forth in the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and Personnel Rules, as amended, and including but not limited to the following rights:

1. To manage the City and to determine policies and procedures and the right to manage the affairs of the City.

2. To take into consideration the existence or non-existence of facts which are the basis of the management decision.

3. To determine the necessity, organization, and implementation and termination of any service or activity conducted by the City or other governmental jurisdictions, and to expand or diminish services.

4. To determine nature, manner, means, type, time, quantity, quality, technology, standards, level, and extent of services to be provided to the public.

5. To determine methods of financing.

6. To determine quality, quantity, and types of equipment or technology to be used.

7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, operations to be performed, organizational structure, size, and composition of the work force and allocate and assign work by which the City operations and services are to be conducted.

8. To plan, determine, and manage City budget which includes, but is not limited to, changes in the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including the right to contract for or subcontract any work or operation of the City.

9. To assign work to and schedule employees in accordance with requirements as determined by the City as to work hours and changes to work hours, schedules, including call back, standby, and overtime, and assignments except as otherwise listed by this agreement.

10. To lay off employees of the City from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive or not cost effective as determined by the City.

11. To establish and modify goals and objectives related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and require compliance thereto.

12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reprimand, reduce or withhold salary increases and benefits, and otherwise discipline employees for cause.

13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reallocate and reclassify employees.

14. To hire, transfer intra- or inter-division, promote, reduce in rank, demote, reallocate, and terminate employees and take other personnel action for non-disciplinary reasons in accordance with this Agreement and Personnel Rules.

15. To determine policies, procedures, and standards for selection, training, and promotion of employees.

16. To establish employee performance standards, including quality, and quantity standards, and to require compliance therewith.

17. To maintain order and efficiency in its facilities and operations.

18. To establish, implement, and/or modify rules and regulations, policies and procedures related to productivity, performance, efficiency, standards of ethics, conduct, safety, health, and order in the City and to require compliance therewith.

19. To restrict the activity of an employee organization on City property and facilities and on City time except as set forth in this agreement.

20. To determine the issues of public policy and the overall goals and objectives of the City's divisions and to take necessary action to achieve the goals and objectives of the City's Departments.

21. To require the performance of other services not specifically stated herein in the event of emergency or disaster as deemed necessary by the City.

22. To take any and all necessary steps and action to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or any other time deemed necessary by the City not specified above.

B. Authority of Third Party Neutral

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with City. No third party neutral shall have the authority to diminish any of the management rights, which are included in this Agreement.

C. Impact of Management Rights

The City agrees to meet with the Association, except in emergencies as defined elsewhere in this Agreement, over the exercise of a management right which significantly and directly impacts upon the wages, hours, and terms and conditions of employment of unit employees, unless remedies for the impact consequences of the exercise of a management right upon unit employees are provided for in this Agreement, Personnel Rules, Administrative Policies, or Departmental Rules.

VI. NO STRIKE/JOB ACTION PROVISION

In addition to all no strike/job action provisions and penalties in the West Covina Municipal Code or Personnel Rules, the following provisions shall apply.

A. Prohibited Conduct

The Association, its officers, agents, representatives, and/or members when on duty, agree they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, blue flu, pretended illness, or engage or honor any other form or types of job action by unit employees or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization.

B. Employee Termination

Any employee who participates in any conduct prohibited in Section A above shall be considered an unauthorized absence and shall be subject to discharge or other disciplinary action by the City, regardless of whether the Association carries out in good faith its responsibilities set forth below.

C. Association Responsibilities

1. In the event that the Association, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in A, Prohibited Conduct, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in A, Prohibited Conduct, above, and return to work.

2. If the Association performs all of the responsibilities in good faith set forth in C (1) above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of A, Prohibited Conduct, above.

ARTICLE TWO

SALARIES AND COMPENSATION

I. SALARY SCHEDULE

Effective the first full pay period following ratification of the MOU and not earlier, the base salary shall increase by 8%; effective the first full pay period following July 1, 2022, the base salary shall increase by 3%; effective the first full pay period following July 1, 2023, the base salary shall increase by 3%.

One-time NonPERSable Pay – Within 45 days after ratification of the MOU, employees shall receive a one-time non-PERSable pay of $3,000.00 (Three Thousand Dollars). Should a group other than a public safety group (Police or Fire) receive a greater one-time non-PERSable pay during the term of the MOU, employees shall receive that same level of one-time pay. The employees will receive the one-time payment on a check separate from their paycheck.

II. SALARIES ROUNDED OFF

All salaries shall be rounded to the nearest whole dollar.

III. SALARY ADMINISTRATION

A. Specific Information in Personnel Rules

Specific detailed information dealing with such subject as salary anniversary dates, increases within the salary range, salary on appointments and other related types of salary administration issues are set forth in the City Personnel Rules.

B. Effective Date of Step Increases and Extra Compensation

All step increases and extra compensation shall be made effective at the start of the next regular pay period, except as otherwise approved by management.

C. Right to Raise Salaries, Other Compensation and Benefits

The City reserves the right to raise salaries, and other compensation, and benefits during the term of this agreement. The City shall meet and consult with the Association prior to implementing increased compensation and benefits.

D. Base Salary

Base salary shall mean only the assigned salary to any unit classification exclusive of any other type of form of compensation.

E. Extra Pay/Compensation

Extra pay shall be defined as compensation above the unit employee's base salary for special assignments, allowances and/or bonuses.

F. Y-Rating

1. When a personnel action, such as a demotion due to layoff, reclassification, or job rehabilitation results in the lowering of the incumbent unit employee's salary range, the affected incumbent's salary may be "Y-rated" by the City, at the City's sole discretion.

2. "Y-rated" shall mean the maintenance of the incumbent employee's salary rate at the level effective the day preceding the effective date of the personnel action in lieu of placing the employee in a lower salary range.

3. The employee's base salary shall remain at the same level until the salary range of the new classification equals or exceeds the Y-rated salary.

4. Those unit employees on job rehabilitation shall be Y-rated upon written agreement and mutual consent between the affected employee and the City.

IV. DEFERRED COMPENSATION

A. The City shall contribute for each general unit employee up to fifty dollars ($50.00) per month to a deferred compensation plan on a dollar-for-dollar matching basis to the employee's contribution.

B. The employee may select the deferred compensation plan from a list of plans provided by the City.

C. Employees may apply the City's contribution as they determine to be applied to medical, dental or life insurance premiums.

V. BILINGUAL ALLOWANCE

A. Eligibility

1. The department head shall designate certain unit employees to receive bilingual pay, who have been certified by the Human Resources Department as possessing the skills necessary to communicate effectively in English and a second language with the public in order to conduct the business of the City.

2. No more than one unit employee within an office will receive bilingual pay, unless it is determined by the department head that the need for an exception exists. An exception may occur within an office, wherein unit employees take different lunches and or work flex-schedules.

3. Human Resources Department shall certify, through examination, that the employee has a basic fundamental conversational skill level in the second language.

B. Compensation

1. Eligible employees assigned to Bilingual Allowance receive extra compensation of one hundred dollars ($100.00) per month above their base salary.

2. This extra pay compensation shall become effective the first pay period following the receipt of the Bilingual certificate and approval by the Director of Human Resources. This extra compensation shall terminate immediately upon the day the assignment is revoked by the Department Head.

C. Limitations

1. Eligible languages will be those languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of West Covina or those languages designated by the City Manager. Currently, these languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of West Covina are Chinese (Mandarin and Cantonese), Spanish, Tagalog, and Vietnamese. Should the eligible languages change, employees currently receiving bilingual pay for a language no longer identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections, will continue to receive bilingual pay. However, no additional employees will receive bilingual pay for use of that language.

2. Only one (1) allowance will be paid to an employee regardless of the number of certified languages.

VI. ACTING PAY ASSIGNMENT

A. Eligibility

1. Acting pay is intended to compensate those employees assigned to perform a significant portion of a higher level position having a greater degree of responsibility and independence and/or requiring a significantly higher level of expertise.

2. An acting appointment may be made to a higher class or position occupied by a person on temporary leave, disability, or the position is vacant. Such acting appointment made to a higher class or position occupied by a person on temporary leave or disability shall not exceed 12 months, unless extension is approved by the City Manager. An acting appointment made to a vacant position during recruitment for a permanent employee to fill the position shall not exceed 960 hours in a fiscal year. (Government Code section 20480.) Acting appointments shall be made from existing promotional lists, if available.

3. Should no promotional eligibility list exist, acting appointments shall be made in accordance with the provisional appointments section of the Personnel Rules, except as further approved by the City Manager. Upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume regular

duties, compensation and privileges as if he/she had continued his/her duties in his/her regular classification.

B. Compensation

1. General Unit Employees

General Unit employees assigned and approved by management in an acting status, shall be paid five percent (5%) above their base salary immediately effective upon the City Manager's approval until the completion of the appointment, provided such acting appointments are made in writing by Management with a copy to the Human Resources Department.

2. Attempt to Appoint Different Qualified Employees

Whenever practical, based on the experience and expertise required to perform the higher level duties, management will attempt to appoint different qualified employees to acting assignments based on the needs of the organization.

3. Limitations Appointments to Higher Level Positions

Acting appointments to higher-level positions do not require the assignment of another employee to cover the duties of the employee so assigned.

VII. LIMITATION ON ASSIGNMENTS

Assignments to extra pay positions are temporary, not a separate classification and do not have permanent status and are not subject to selection procedures, appeals, grievances or seniority. Assignments are not a property right and have no due process rights.

VIII. PERS RETIREMENT BENEFITS

The contract between the City and Public Employees' Retirement System (PERS) shall provide the following benefits:

A. Unused Sick Leave

Unused accumulated sick leave may be converted to additional service credit at the time of retirement pursuant to PERS Section 20862.8.

B. PERS RETIREMENT FORMULAS

2.5% at age 55 (West Covina Employees Hired Prior to January 1, 2011)

Unit members classified as miscellaneous employees by PERS shall participate in the 2.5% at age 55 PERS retirement benefit plan. The City shall pay 100% of the PERS employer cost. Each employee shall pay the full employee cost of eight percent (8%). Such contribution shall be made on a pre-tax basis.

Retirement benefits for Unit members classified as miscellaneous employees under the 2.5% at age 55 formula shall be computed using the One-Year Final Compensation Option.

2% at age 60 ("Classic" PERS Members)

Unit members classified as miscellaneous employees by PERS hired between January 1, 2011, and January 1, 2013, or having reciprocity with another PERS agency ("classic member") shall participate in the 2% at age 60 PERS retirement benefit plan. The City shall pay 100% of the PERS employer cost. Each employee shall pay the full employee cost of seven percent (7%). Such contribution shall be made on a pre-tax basis.

Retirement benefits for Unit members classified as miscellaneous employees under the 2% at age 60 formula shall be computed using the One-Year Final Compensation Option.

2% at age 62 (New PERS Members)

All Unit members classified as "new members," as defined by the Public Employees' Pension Reform Act of 2013, hired on or after January 1, 2013 shall participate in the 2% at age 62 PERS retirement benefit plan, with their final compensation based upon **the average of their highest annual compensation earned over a three (3) year period. New members will be required to pay the appropriate share of their pension** costs and other provisions, as required by the Public Employees' Pension Reform Act of 2013 Contributions shall be made on a pre-tax basis.

Cost-Sharing

Effective the first full pay period following ratification of the MOU and not earlier, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2022, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2023, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f). The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution as described above shall continue.

C. 4th Level Survivor Benefits

Fourth Level of 1959 Survivor Benefits PERS Section 21574 for employees covered by this agreement.

D. Military Buy Back

Military service credit as public service credit under PERS section 21024.

ARTICLE THREE

WORK WEEKS/SCHEDULES/OVERTIME/COMPENSATORY TIME

I. HOURS OF WORK POLICY

It is the policy of the City that the hours of work, as negotiated by unit employees or determined by the City Council for non-represented employees, shall constitute a week's work for all full-time employees, except that work days and work weeks of a different number of hours may be established in order to meet the varying needs of the different City departments.

II. WORK WEEKS

A. 7-Day Work Week

The work week for unit employees shall be a fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods.

B. 5/8 and 4/10 Work Schedules and Work Week

5/8 and 4/10 work schedules shall consist of a seven (7)-day work week of forty (40) hours that begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m., except as modified by management.

C. 4/10 Work Schedules — Unit Employees

It is understood that City Hall will remain open Monday through Friday, except for holidays, as set forth in this agreement.

The City Manager maintains the final authority to determine work schedules as required.

D. 9/80 Work Schedule

9/80 work schedule shall consist of a seven (7)-day work period of forty (40) hours as follows:

Employees working a 9/80 work schedule will have a regular day off every other week. For such employees working a 9/80 work schedule, each employee's designated work week shall begin exactly four hours after the start of his/her eight hour shift on the day of the week that corresponds to the employee's alternating regular day off.

E. 7-Day Work Period — Fixed and Regularly Recurring

The work periods shall be fixed and regularly recurring 7-day work periods as set forth in the aforementioned.

III. TIME WORKED

Maximum Time Worked — 7-Day Work Period

The maximum time worked per each 7 day work period which is paid at the straight time rate of pay shall be forty (40) hours inclusive of breaks and exclusive of time not considered work time.

III. CHANGE IN WORKING HOURS

Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be approved by management.

IV. BREAKS — REST PERIODS

A. Two 15-Minute Breaks — Rest Periods

1. Number of Breaks

   Unit employees may receive two break-rest periods for each scheduled workday actually worked, and a break-rest period of 15 minutes for each four consecutive hours of overtime worked as approved by management.

2. Non-accumulative

   Rest periods are not accumulative and shall not be added to any meal times, vacation, or any form of authorized absence from work unless authorized by management.

3. Not Used at Beginning and End of Workshift

   These breaks may not be used at the beginning or the end of work shift unless authorized by management.

B. Rest Period Procedure

1. Scheduled Not to Impair Service

   Rest periods are scheduled or rescheduled by management as job requirements dictate.

2. Length of Rest Period

   The rest period shall consist of fifteen minutes cessation of work and will include time involved in going to and coming from a rest area.

VII. OVERTIME

A. Overtime Policy

It is the policy of the City of West Covina to avoid the necessity for overtime work whenever possible. However, when overtime is necessary and approved by

management, payment will be paid or compensatory time accrued at time and one-half for all hours worked in excess of the normal daily work shift. Vacation, sick leave, holidays, bereavement leave, jury duty and compensatory time off shall be considered hours worked.

B. Overtime Authorization

1. If in the judgment of management, work beyond the established work week is required by his/her employees, such work, except in the case of immediate emergency, shall be performed only with the prior authorization of management.

2. In emergencies, where prior authorization cannot be issued, management shall obtain approval for the overtime worked at the earliest opportunity thereafter, in no case to exceed five (5) calendar days after the day in which the overtime was worked.

3. An emergency shall be construed as an unforeseen combination of circumstances that calls for immediate action, as determined by management.

VI. USE OF COMPENSATORY TIME

A. Approval

Upon the approval of his/her supervisor, an employee may elect to receive compensatory time off in lieu of pay for overtime hours worked. Such compensatory time off shall be credited to the employee's account on a time and one-half basis, i.e., one and one-half hours for each overtime hour worked.

B. Once Comp Time is Approved No Request for Cash Payment

Once compensatory time off is selected and approved by management, the employee may not request cash payment. Upon separation, an employee shall be paid for accumulated, unused, compensatory time.

C. Use of Compensatory Time

Accumulated compensatory time may be utilized as paid leave on a straight time hour for hour basis at the mutual convenience of management and employees without such options being tied to sick leave usage. All compensatory time utilized as paid leave by an employee shall be debited from their accrued compensatory time bank.

VII. TIME WORK INCREMENTS

A. Increments — Less Than One Hour

1. All authorized time worked which is beyond the unit employee's work shift schedule which is less than one-hour increments shall be compensated in the following manner:

Time	Time Worked
0 - 10 minutes	0
11 - 20 minutes	¼ hour
21 - 30 minutes	½ hour
31 - 50 minutes	¾ hour
51 - 60 minutes	1 hour

2. Incidental Overtime — Not Compensable

   Incidental overtime is not compensable, and may not be credited as overtime. Incidental overtime is defined as overtime of less than ten minutes in any one day, which is non-recurrent in nature.

B. Increments Over One Hour

Any time worked increments, which are over one hour, shall be compensated in the same procedure as mentioned herein.

VIII. OVERTIME "COMPENSATORY TIME" ACCUMULATED AND PAYMENT

A. Eligibility

Unit employees may choose, in lieu of overtime payment, to have overtime hours worked converted to a compensatory time bank.

B. Accumulation

1. Total Hours Comp Time — General Employees

   General Unit employees may accumulate up to a total of one hundred twenty (120) compensatory hours, unless otherwise set forth in this agreement.

2. Compensatory Time at Termination

   All accumulated compensatory time which has not been utilized prior to a unit employee's employment termination from the City shall be paid off on a straight time basis at the employee's current hourly rate of pay.

3. Compensatory Time - Change in Classification
   Any unit employee who changes classification and who has accumulated any hours of compensatory time shall have all their accumulated

compensatory hours paid out at the hourly rate of pay of the prior classification.

IX. EMERGENCY OVERTIME REQUIREMENT

The City reserves the right to require unit employees to work overtime in an emergency as determined by management.

X. DEFINITIONS — Call-back, Stand-By, On-Call, and Court Stand-By "On-Call"

A. Call-back

1. Call-back is unscheduled time worked, performed by an off duty unit employee called back to work after they have completed their regular work schedule and have left work or are on their day off.

2. Unit employees must physically return to the worksite in order to receive call-back pay.

B. Stand-by

1. Stand-by is an assignment given to unit employees by management requiring them to be accessible via phone, recall (pager) devices, or other methods approved by management.

2. Unit employees on a stand-by assignment shall be required to return to work immediately as directed by management.

3. Unit employees on stand-by assignment may be required to work related duties as directed by management.

C. On-Call

1. On-Call is an assignment given to unit employees by management requiring them to be accessible via phone; recall (pager) device; or other methods approved by management.

2. Unit employees on on-call status may be required to return to work immediately as directed by management.

D. Court Stand-by "On-Call"

Court stand-by "on-call" is when a unit employee is subpoenaed and placed on stand-by "on-call" time on job related matters during their assigned off duty non-work time.

XI. CALL-BACK COMPENSATION

A. General Employees Call-Back Pay

1. If an employee is required to return to work at the request of his/her department head while on regularly scheduled time off, the employee shall receive a minimum of two (2) hours pay at the rate of time-and-one-half.

2. Unit employees shall be compensated at the applicable rate for all time worked in excess of two (2) hours, which includes necessary travel time from the employee's home to the job site and return.

3. The minimum provided for herein shall not be paid more than twice during any one calendar day.

XII. COURT TIME PAY

Time spent in court beyond the regularly scheduled shift will be paid at a time and one-half rate with a two (2) hour minimum guarantee.

ARTICLE FOUR

FRINGE BENEFITS

I. FRINGE BENEFITS ADMINISTRATION PROVISION

A. Administration

The City reserves the right to select, administer, or fund any fringe benefits programs involving insurance that now exist or may exist in the future.

B. Selection and funding

1. In the administration of fringe benefits programs involving insurance, the City shall have the right to select any insurance carrier, self insure, or other method of providing coverage to fund the benefits provided, as long as the benefits of the plan are substantially the same.

2. The City may choose to exercise its right to select the insurance carrier and select Medicare as the City's Retirement Insurance Carrier for eligible unit employees and retirees. In such case, the employees and retirees who are eligible will be required to enroll in Medicare and continue to be eligible to participate in other City medical plans.

C. Changes

The City shall meet with the Associations prior to any change of insurance carrier or method funding coverage for any fringe benefits listed in this article.

II. CAFETERIA PLAN

City contributions for Medical, Dental, and Vision Insurance will be provided as set forth below for all Unit members.

To comply with the Public Employees' Hospital and Medical Care Act (PEMCHA), the City will contribute the statutory minimum amount for medical insurance. In addition, the City will contribute an additional amount for current Unit members into a cafeteria plan in accordance with IRS Code Section 125. These additional amounts will be as follows:

A. Health Insurance

1. Any West Covina employee, hired before June 30, 2012, who does not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of six hundred dollars ($600) per month. This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

2. All employees hired on or after July 1, 2012, who do not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of

three hundred dollars ($300). This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

3. An employee who selects an Employee Only medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Employee Only medical premium or $600, whichever is greater.

4. An employee who selects an Employee plus One medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser 2-party medical premium.

5. An employee who selects an Employee plus Two or More (Family) medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Family medical premium.

6. Should the monthly City contribution exceed the monthly medical premium amount, any excess amount can be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

7. The City's contribution to medical premiums for all new unit employees hired on or after July 1, 2018 shall be capped in accordance with the following schedule:

Family	$1,250/month
2-Party	$950/month
Single	$550/month

B. Dental Insurance

In addition to the above amount for medical insurance, the cafeteria amount shall also include up to $62.23 monthly for dental insurance for the member and eligible dependents. If the dental insurance plan selected by the member is less than $62.23, the amount shall be the cost of the dental insurance plan selected. If the dental insurance plan selected by the member is equal to or more than $62.23 per month, the amount shall be $62.23.

C. Vision Insurance

The City shall pay for a Vision Plan for employees only. Employees may enroll eligible dependents in the Plan at the employee's expense.

IV. RETIREE HEALTH BENEFIT — CITY'S MONTHLY CONTRIBUTION

A. City Contribution Amount

Provided that employees represented by the Associations have participated in the Public Employees' Medical and Hospital Care Act (PERS Health Plan) with the City, the City will contribute an amount equal to the PEMCHA statutory minimum towards the payment of premiums for retiree health insurance under the Program.

B. If City No Longer in PERS Health Plan

Should the City withdraw from the PERS Health Plan during the term of this agreement, the City and Associations shall meet to determine what the monthly contributions toward the new medical health plan would be and when it would be effective.

V. RETIREE DENTAL INSURANCE BENEFIT

Employees that retire directly from City employment, shall be able to participate in a City Retiree Dental Insurance Plan based on retiree rates. This Plan shall include coverage for the retiree and eligible family members. The City shall not contribute to the monthly premium.

VII. EMPLOYEE HEALTH BENEFITS COMMITTEE AND STUDY

Should a new health benefit plan be selected by the City (medical and/or dental) the City agrees to meet and confer over how the City's current medical and dental insurance monthly premium contribution shall be applied to any new health benefit plan.

VIII. RETIREE HEALTH SAVINGS PLAN

**** The RHS Plan is subject to regulatory and provider regulations****

A. Employee Contribution $25 per month minimum

B. Employer Contribution $100 per month

C. Employer Lump Sum RHS Contribution

1. Employee must be a full-time West Covina City employee as of July 1, 2006, to qualify for this benefit.

2. Employee must take a service or disability retirement from the City of West Covina to qualify for this benefit.

3. Lump sum RHS contribution to the Plan to be paid by the City at the time of the qualifying employee's retirement (In the event of death prior to retirement lump sum paid immediately to spouse/dependents from the Plan.)

4. To obtain the lump sum benefit employee must retire from the City of West Covina by July 1, 2017, or after the first pay period following the employee's 62nd birthday, whichever comes first. Unit employees who are age 62 within the first six months of the program shall have six months beyond their 62nd birthday to retire before losing any lump sum entitlement.

5. Employees working beyond the sunset provisions under "D" above will have their lump sum amount reduced by $900 each year after the 10 year/age 62 provision until they retire.

6. AMOUNT OF BENEFIT

*Employee's Years of Service as of 7/1/07	Amount of Lump Sum Payment
5 - 9 years	$200 per year
More than 9 years - 14 years	$400 per year
More than 14 years - 19 years	$600 per year
More than 19 years	$800 per year

(maximum benefit $25,000)
* Break in service cannot exceed one year to qualify for continuous full-time service credit.
(Part-time hours do not count toward service credit)

7. Effective July 1, 2013, the PARS EPMC Supplemental Retirement Plan will be eliminated for all unit employees.

8. Effective July 1, 2013, employees that participated in the PARS EPMC Supplemental Retirement Plan will be eligible to receive lump sum contributions to their RHS account as follows:

   a. The City will contribute into the employee's RHS account a lump sum of three hundred dollars ($300) annually each July for a period of six (6) years.

   b. An employee must be an active employee of the City as of July 1st of each year to receive year's lump sum contribution.

   c. The maximum amount contributed under this provision shall be eighteen hundred dollars ($1,800).

   d. Should an employee leave the City prior to completion of the six (6) years, the employee will only receive this benefit for the years he/she was an employee of the City.

IX. SECTION 125 PLAN

A. The City has established a program consistent with Section 125 of the IRS Code, which enables employees to voluntarily use pre-tax earnings for medical, dental, vision, and dependent care expenses.

B. It is understood by the parties that participation in the Plan is voluntary for employees and the City will not be obligated to contribute to pay any employee costs for those who participate in the Plan.

X. STATE DISABILITY INSURANCE

The City agrees to make available at the employee's expense, SDI as provided through the State of California.

XI. LIFE INSURANCE

A. Term Policy

Within 30 days of approval of this agreement, the City will provide group term life insurance in an amount equal to the employee's annual salary or $50,000, whichever is greater.

B. Retired Employee Life Insurance - $500

The City shall provide all unit employees who retire from the City after the date of adoption of this Agreement a term life insurance policy in the amount of five hundred dollars ($500).

XII. LONG TERM DISABILITY INSURANCE

A. Benefit

The City shall provide for all unit employees a long-term disability insurance (LTD) plan, which provides sixty percent (60%) of monthly earnings, to a maximum benefit of five thousand dollars ($5,000) per month. Coverage becomes effective on the later of: 1) 180 days from the date of injury; or 2) the date your accumulated sick leave payments end, if applicable. Coverage after ninety (90) days may be purchased by the employee through payroll deduction.

B. More Specific Information

More specific information is set forth in the City of West Covina's Group Long Term Disability Plan booklet, available in the City's Human Resources Department.

XIII. UNIFORM ALLOWANCE — In Lieu of Issue

A. Fire Protection Specialist

1. Each January, employees in the classification of Fire Protection Specialist shall receive an annual uniform allowance of six hundred dollars ($600) per calendar year.

2. Should the Community Service Officer in the Non-sworn Safety Unit receive an increase to their uniform allowance during the term of this contract, the Fire Protection Specialist will receive the same increase in their uniform allowance.

B. Payment

Payment will be made in January of each calendar year. If an employee receiving such a payment terminates during the course of that year, the uniform allowance

will be prorated for those months served and the unearned balance will be deducted from the final paycheck for that employee.

C. Purpose of Uniform Allowance

1. The purpose of the uniform allowance is for those employees in classification receiving allowance to purchase and maintain their required City uniform in lieu of City issue.

2. It is the responsibility of all employees receiving uniform allowance to purchase and maintain uniforms per requirements and conditions set forth by management.

D. Uniform Requirements

Unit employees who are required to wear uniforms or who are provided uniform allowance must wear his/her uniform on duty unless permission to do otherwise has been received from the immediate supervisor. Employees who are on duty and do not comply with uniform requirements shall be subject to disciplinary action.

XIII. TUITION REIMBURSEMENT PROGRAM

A. Maximum Reimbursement

Employee's maximum annual tuition reimbursement (including books) shall be one thousand five hundred dollars ($1,500.00) per fiscal year.

B. Administrative Policy

The specific details of the Tuition Reimbursement Program is set forth in Administrative Policy approved on August 13, 1992, and as amended thereafter.

XIV. MILEAGE REIMBURSEMENT — PRIVATE VEHICLE

A. Using Private Vehicles for Approved City Business

The City shall pay mileage reimbursement for City employees using private vehicles for authorized City business approved by management.

B. Mileage Reimbursement Rate

The mileage reimbursement rate shall be rates set forth by the IRS.

C. Administrative Policy

The specific details of the mileage reimbursement policy is set forth in Administrative Policy approved on February 8, 2003, and as amended thereafter.

XV. SAFETY BOOT ALLOWANCE

Each January of each calendar year, employees required by management to wear safety shoes/boots shall receive a boot allowance of one hundred fifty dollars ($150) per calendar year.

XVI. MISUSE OF BENEFITS

Employees who fraudulently gain or fraudulently attempt to gain for themselves or others by deception, omission, or fraud the benefits of the City's Workers' Compensation, retirement, medical, dental, or other insurance policies or any other benefit to which they would not otherwise be entitled shall be subject to: 1) denial of requested benefits; and/or 2) disciplinary action up to and including termination.

ARTICLE FIVE

LEAVE POLICIES

I. HOLIDAYS

A. Official Fixed Holidays

1. The City shall recognize the following days as official City fixed holidays.

   President's Day
   Memorial Day
   Independence Day
   Labor Day
   Veteran's Day
   Thanksgiving Day

2. Fixed Holidays— Full Shift Leave With Pay

   Each fixed holiday granted to employees shall be a full shift of up to ten (10) hours of time off with pay. Any additional time taken off above ten hours per each fixed holiday must be deducted from the employee's other leaves, such as vacation, floating holiday leave, or compensatory time.

3. City Hall and most City departments will be permanently closed from Christmas Day through New Year's Day. The Christmas Day and New Year's Day holidays will be part of this closure and thus have been removed from the list of fixed holidays, with the exception of New Year's Day when it falls on a Sunday. In this case New Year's Day will be observed on the following Monday. Christmas Eve will only be recognized as a Holiday when it falls on a Monday through Thursday in any given year.

4. Each year employees will receive a separate bank of holiday hours that can only be used to cover their absence from work from December 25th through January 1st. The amount of these separate holiday hours granted to each employee will be based on the employee's normal work hours on these days. The employee must be an active employee of the City of West Covina on the above dates to receive these holiday hours.

5. Any employee required to work between December 25th and January 1st on their normal work day(s) will receive compensatory time off or holiday pay based on actual hours worked up to a maximum of forty (40) hours.

6. Holiday in-lieu pay shall be limited to a maximum of twenty (20) hours per fiscal year. Any holiday in-lieu time in excess of twenty (20) hours must be taken as compensatory time off.

7. Should the City eliminate the above compensated holiday closure from December 25th through January 1st, the following fixed holidays shall be recognized.

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (unless Christmas falls on a Saturday, Sunday, or Monday)
Christmas Day

8. Fixed Holidays — 10 Hours Leave With Pay

Each fixed holiday granted to employees shall be ten (10) hours of time off with pay.

B. Floating Holiday Leave (Previously Referred to as "Personal Leave")

1. In addition to the City's fixed holidays, General Unit employees shall be eligible to use up to forty (40) hours of Floating holiday leave per each calendar year as approved by management.

2. Floating Holiday leave becomes usable January 1 of each calendar year and must be used by December 31 of the same calendar year. The hourly equivalent may not be paid in lieu of time off.

3. Floating Holiday leave may not be accumulated and carried over into the next calendar year. Any unused floating holiday leave time remaining at the end of each calendar year, if any, shall be null and void unless approved by City Manager.

4. New employees are not eligible to receive and use Floating Holiday leave until they have been continuously employed with the City for a period of one (1) month.

5. New employees appointed after the beginning of the calendar year are entitled to floating holiday leave at a rate of 1.385 hours per pay period of full-time employment.

C. Floating Holiday Leave — Reinstated Employees

Reinstated employees shall receive Floating Holiday leave credit for all prior service in the current year in ascertaining the number of hours usable and when they may be used.

D. Floating Holiday Leave — Terminating Employees

1. Terminating employees who have not used all the floating holiday leave that they are entitled to shall be paid off at the rate of 3.0 hours per month of employment in the current calendar year. If the employee's termination date is after the 18th of the month, the employee will receive floating holiday leave credit for that month.

2. If the terminating employee has taken more floating holiday leave time than he is entitled to, the amount of time taken in excess shall be deducted from vacation, sick leave pay-off, or salary when final payroll checks are computed.

E. Limitations on Holiday Leave

1. The holiday cash out option shall be limited to a maximum of two (2) days per fiscal year.

2. Holiday leave shall not apply to any employee hired on a part-time, temporary, extra help, hourly, or daily basis.

3. A temporary employee, who is filling a full-time position, during the absence of a regular employee on a military leave of absence for military duty, shall be entitled to the same holidays as a regular employee.

F. Paid Status Eligibility

Employees are eligible to receive holiday leave with pay only if they are in a "paid status" on the regularly scheduled workday or shift immediately preceding the holiday and the regularly scheduled workday or shift immediately following the holiday. "Paid status" includes vacation, sick leave, compensatory time, bereavement leave, jury duty and injured on duty.

G. Observation of Friday and Sunday Holidays

1. For those employees whose normal workweek is Monday through Thursday, when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.

2. When a holiday falls on a Friday, the preceding Thursday shall be deemed to be the holiday in lieu of the day observed.

3. For all other employees, when a holiday falls on a regularly scheduled day off, the employee shall be entitled to up to ten (10) hours straight compensatory time for the holiday based on the employee's regular work schedule. This compensation can be taken as up to ten (10) hours compensatory time or pay, at the discretion of the employee.

H. Holiday Scheduling

The City reserves the right to require employees to work on fixed holidays.

II. VACATION

A. Vacation Policy

It is the policy of the City that where possible employee vacations be taken annually in the year earned. The time during the year at which an employee may take vacation shall be determined by management, with due regard for the wishes of the employee and particular regard for the service needs of the City.

B. Vacation Leave Earned and Accumulated

Eligible employees shall earn and accumulate to a maximum vacation leave as follows:

Months of Service	Hours Accumulated Per Pay Period	Hours Accumulated Per Month	Maximum Accruals
1 - 60*	3.08	6.67	280
61 - 108	4.62	10.00	280
109 - 120	4.92	10.67	280
121 - 132	5.23	11.33	280
133 - 144	5.54	12.00	280
145 - 156	5.85	12.67	280
157 +	6.15	13.33	280

* At completion of 60 months add 40 hours

C. Limitation — Vacation Leave Accrual

1. Employees shall not be allowed to accrue vacation leave beyond the stated maximums.

2. No employee shall lose earned vacation leave because of work urgency as approved by management. Work urgency is defined as the department's need to have the employee at work to perform duty assignments for a specified period of time.

3. If an employee has reached the maximum allowed unused vacation leave balance, and is unable to take vacation leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, the Human Resources Director will approve a waiver of the maximum allowed unused balance for a period not to exceed six (6) months per fiscal year.

D. Vacation Leave Accrual for Holidays

When a fixed holiday falls within a scheduled vacation period, absence on that day shall be charged to holiday hours. An employee must be on paid status on the day before and after the holiday to be compensated for the holiday.

E. Payment for Unused Vacation Leave Time at Termination

Any employee who is terminating his/her employment, shall be paid for accrued vacation leave time as of the effective date of termination.

F. Payment for Unused Vacation Leave Time

Upon the employee's request, he/she may be paid the straight time daily equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than forty (40) hours in any one calendar year..

G. Vacation Leave — Reinstated/Reemployed Employees

Any employee who is reinstated or reemployed under the provisions of these rules shall accrue vacation at the same rate as prior to his/her termination.

H. Vacation Leave — New Employees

New employees — Upon completion of six (6) consecutive months of full-time service, may be credited with one-half of the annual earnings and may begin using such accrual. Thereafter, employees may use vacation as they complete each month of service.

III. SICK LEAVE

A. Sick Leave Benefit

1. Sick leave is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article.

B. Sick Leave Earned

1. Employees shall accrue ninety-six (96) hours of sick leave per calendar year.

2. Following completion of thirty (30) calendar days of continuous full-time service, each City employee shall receive 3.69 hours per pay period of sick leave pay. Thereafter, for each pay period of service in which the employee has worked or has been paid for one-half (1/2) or more of the actual number of working days of such month, he/she shall continue to accrue 3.69 hours of credit for sick leave with pay.

3. Sick leave may be used by new employees following thirty (30) calendar days of employment.

4. Unused sick leave may be accumulated without limit.

C. Reinstatement of Sick Leave

1. Any employee who is reinstated to full-time City employment shall be given full credit for his/her unused accumulated sick leave at the time of termination, provided, however, that no payoff for accumulated sick leave was received upon termination.

2. Upon reemployment, an employee who has separated employment in good standing will have sick leave time reinstated in the amount accumulated at the time of separation up to a maximum of 320 hours. In the event that through the course of continued employment accumulated sick leave exceeds 320 hours, payoff for such excess accumulations shall be in accordance with the payoff provisions of the program, but in no case shall the aggregate of such amount(s) exceed that provided by the policy.

D. Sick Leave Annual Payoff Program

The employee Sick Leave Annual Payoff Program shall be administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular employee.

2. Sick leave used by an employee during each calendar year will be charged against the employee's current year earnings.

3. The maximum amount of sick leave hours cashed out each calendar year at the employee's hourly rate is sixty (60) hours.

4. Each employee must carry over to a sick leave "bank" a minimum of thirty-six (36) current year unused hours in December.

5. If thirty-six (36) hours per calendar year of unused sick leave are not available, the number of unused hours must be carried over to the sick leave bank.

8. Employees with a minimum of seventy-six (76) hours of unused current year sick leave accrual, all hours above seventy-six (76) hours to a maximum of ninety-six (96) hours of the current year's unused sick leave will automatically be transferred to the employee's RHS account.

9. Employees may opt to receive cash payment for any hours of unused current year sick leave accrual between thirty-six (36) and seventy-six (76) hours or leave these hours in their sick leave bank.

10. To qualify for this program, employees shall not be allowed to charge sick leave to other forms of paid leave.

E. Sick Leave Payoff Upon Retirement

Unit employees who were hired before July 1, 2018 and who retire from the City other than by discharge, shall be paid at the employee's hourly rate of pay for one-

half (1/2) of all sick leave accrued to the time of such retirement to a maximum of three hundred sixty (360) hours. However, fifty percent (50%) of the hours eligible for cash out (maximum 180 hours) must be put into the employee's RHS account and the remaining sick leave hours would go towards CalPERS service credit as pursuant to CalPERS regulations.

F. Use of Sick Leave

1. Approval

Sick leave can only be granted upon the approval of management or his/her designee in the case of bona fide illness or injury of the employee or in the event of the care or attendance of serious illness or death of a member of the employee's immediate family.

Appointments for medical, dental, ear, or vision care shall be made on the employee's day off when practicable. Sick leave shall only be authorized for such purposes when: 1) An employee is unable to take care of such appointments on his/her day off; and 2) an employee provided reasonable advance notice and received prior approval from the supervisor. Employees are to provide as much notice as practical for pre-scheduled appointments.

2. Physician's Certificate on Use of Sick Leave

Management may require evidence in the form of a physician's certificate, or written statement, as to reason for any employee's absence of two (2) or more consecutive working days for which sick leave was requested. A failure to supply or provide said certificate or written statement shall be grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.

3. Physical Examination May be Required

Any employee absent from work, due to illness or accident, may be required by management to submit to and successfully complete a physical examination before returning to active duty. The physical examination will be conducted by a physician of the City's choice, with all costs to be paid by the City.

G. Use of Sick Leave — Care of Immediate Family

1. No more than forty-eight (48) hours of sick leave within any calendar year may be granted to an employee for the care or attendance upon members of his/her immediate family.

2. The phrase "immediate family", for the use of sick leave, is defined as grandparent, parent, spouse, domestic partner, in-laws, child, stepchild, grandchild, brother, or sister.

H. Temporary Disability

1. A City employee who is entitled to temporary disability indemnity under Division 4, Part 2, Ch. 2 of the California Labor Code may elect to take that number of days or portions of days of his/her accumulated sick leave, or his/her accumulated vacation, as when added to his/her disability indemnity will result in payment to him/her of his/her full salary.

2. When his/her accumulated sick leave, or vacation, or both are exhausted, he/she is still entitled to receive disability indemnity.

I. Sick Leave Limitations

No employee shall be entitled to sick leave with pay while absent from duty on account of the following causes:

1. Sickness or disability sustained while on leave of absence, other than regular vacation leave or sick leave.

2. Disability or illness arising from compensated employment other than with the City of West Covina.

J. Sick Leave During Vacation

Sick leave shall not be used in lieu of or to extend vacation leave. However, an employee who becomes seriously ill on an approved vacation may contact his/her department head and request that sick leave be granted in lieu of vacation for the period of illness. Management has discretion in approving or disapproving such request.

K. Holiday During Sick Leave

Observed holidays occurring during sick leave shall not be deducted from employee's sick leave time.

L. Use of Sick Leave to Offset Disability Retirement

No employee shall use sick leave days to offset the date of disability retirement. The effective date of disability retirement shall be as soon as practicable after the City's physician has determined that the employee can no longer perform the duties of his/her or an alternate position.

IV. WORK RELATED DISABILITY LEAVE

A. Injury/Illness Arising Out Of and In The Course of Job Duties

Whenever employees of the City are disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, they shall be entitled, regardless of their period of service with the City, to leave of absence while so disabled, without loss of salary, as provided below.

B. Temporary Disability Compensation

1. Temporary disability compensation, if any, being considered as and credited to salary for this purpose — for the period of such disability, but not exceeding one (1) year, or until such earlier date as they are determined to be permanent and stationary and unable to return to their usual and customary duties.

2. The leave of absence hereby granted shall be in addition to, and shall not be charged to or deducted from, accumulated sick leave except as provided herein.

3. Such leave, however, shall not be paid for more than three (3) days unless and until such employees are determined by the City to be legally entitled to receive benefits under the Worker's Compensation Law of the State of California based upon such injury or illness. When and while applicable, this section shall supercede the provisions of the Grievance Procedure.

C. Salary Step Increases During Leave

Relative to unit employees, (1) promotion or step increases which would have come due during a disability leave shall take effect upon the day the employee returns to regular duties in accordance with existing rules; (2) holidays occurring during disability shall not be counted as disability leave days, but shall be considered as holidays for which time off has been utilized; and (3) vacation and sick leave benefits shall continue to accrue during periods of industrial disability leaves.

D. Review of Safety Committee

The first three (3) work days of absence of unit employees due to a disability shall be charged to the employee's usable accumulation of sick leave or other time off benefits; provided, however, that the Safety Committee or its sub-committee, upon request of the employee, shall review the circumstances of the injury. If the Safety Committee rules that the employee had no possible opportunity to prevent or reduce the injury through any alternative action, disability time off charged to the employee's time off benefits may be restored. Such restorations shall be limited to causes where no danger could have been anticipated or precautions and actions taken by the employee to prevent or reduce the injury. Appeal of Safety Committee determinations provided for in this section shall be made to the City Manager, whose decision shall be final.

V. BEREAVEMENT LEAVE

Bereavement leave up to forty (40) hours per occurrence will be available to an employee in the event of the death of said employee's immediate family member, which is defined as a grandparent, parent, spouse, domestic partner, in-laws, child, stepchild, grandchild, brother, or sister. If additional bereavement leave is necessary, sick leave may be used as approved by the Department Head. Evidence or proof may be requested.

VI. MILITARY LEAVE

A. State Military and Veteran's Code

Military leave with pay shall be granted in accordance with Section 395 of the State Military and Veteran's Code.

B. Inactive Military Service

1. Any unit employee who is on inactive duty such as scheduled reserve drill periods, and who has been in the service of the City for a period not less than one year immediately prior to the day on which the absence begins shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any such absence.

2. Pay for such purposes shall not exceed thirty (30) days in any one year of City service. All service of said public employee in the recognized military service shall be counted as City service.

3. The City may grant a military leave of absence without pay for an indefinite period of time to any employee who is called into active military service even though the employee does not meet the one (1) year of continuous service requirements.

C. Active Military Service

1. Each full-time officer or employee of the City who has been or is called to active military service with the Armed Forces of the United States in connection with the activation of the Military Reserves shall be entitled to military leave with full pay for the period of absence on military service in excess of the period covered by said Rule 10, Section 10.26.

2. The amount of pay each such employee shall be entitled to receive from the City for said additional period of military leave shall be the difference between the gross pay and allowances actually received by the officer or employee from the Unites States for such service and the gross wages that said employee would have received from the City Of West Covina if he or she had not been called to active military duty, subject to all necessary and appropriate deductions and withholdings.

3. The City shall also provide continued health and dental benefits to the employees' dependents, provided that the dependents were covered for those benefits prior to the employee being called to active duty. Further, contributions to deferred compensation from the Cafeteria Plan shall not be made during the time of activation.

4. The City shall not pay any wage or benefit provided for in this resolution until and unless the officer or employee who requests such payment provides satisfactory proof and documentation of eligibility to receive payment in accordance with procedures established by the City Manager.

VII. <u>JURY DUTY</u>

A. Jury Duty Policy

No deductions shall be made from the salary of an employee while on jury duty if he/she has waived or remitted to the City the fee for jury duty paid for hours the employee is scheduled to work. If he/she has not so waived or remitted the jury fee, he/she shall be paid only for the time actually worked in his/her regular position.An employee accepted for jury duty shall immediately notify management in writing whether or not he/she waives or remits his/her jury fee to the City.

B. Jury Fees Returned to the City

The City will grant an employee required to serve on jury duty, or to report for examination to serve on jury duty, up to one hundred sixty (160) hours of paid leave for such purposes per year. All fees received by the employee for jury duty, exclusive of mileage, shall be remitted to the City. City Administrative procedures will govern further details of this program.

VIII. FAMILY CARE LEAVE

A. Birth or Adoption

Leaves due to pregnancy or subsequent to the birth or adoption of a child for parental care purposes, will be granted for a reasonable period of time by the City Manager, provided such period, including paid leave and leave without pay, shall not exceed twelve (12) weeks in a twelve (12)-month period. Such leave shall not be conditioned on whether the employee is medically disabled but must be directly associated with the birth or adoption of a child.

B. Family Illness

Leaves due to serious health condition of a covered family member as defined under applicable California and federal law of an employee may be granted for a reasonable period of time by the City Manager, provided such period including paid and unpaid leave, shall not exceed twelve (12) weeks in any 12-month period. Only those employees with at least one year of continuous City employment shall be eligible. Certification from a health care provider that the employee's leave is necessary and the prospective length of such leave may be required upon request. Family care leave shall be administered in a manner consistent with Sections 12945, 12945.2 and 19702.3 of the California Government Code. California law shall prevail unless preempted by federal law.

C. Use of Paid Leave

1. Paid benefit time such as vacation, personal leave days, compensatory time and administrative leave may be taken during any family leave period so long as the total time off does not exceed twelve (12) weeks. Such leave must be used prior to an employee taking leave without pay except during the disability period of a female employee, which is in conjunction with the birth of a child. Sick leave may only be used during the disability period or as provided under Personnel Rules. All employees on family care leave are entitled to return to the same or comparable position.

2. More specific details on the Family Care Leave policy is set forth in City's Administrative Policy and Personnel Rules.

IX. SPECIAL LEAVE OF ABSENCE WITH PAY

When an employee has exhausted all sick leave and vacation time to which he/she is entitled, the City Council may, upon showing of good cause and justifiable and deserving circumstances, grant to such employee a leave of absence with pay for a period not exceeding six months and subject to such conditions as the City Council may deem advisable. If the special leave of absence request is in relation to an employee's disability accommodation then the leave shall be determined through the interactive process on a case-by-case basis. If temporary disability payments are paid to such employee during any such leave of absence with pay, they shall be credited to and considered a part of his/her salary, and the City shall pay only the difference which when added thereto would equal his/her full salary.

X. LEAVES OF ABSENCE WITHOUT PAY

A. Unauthorized Absence — Automatic Termination

Any employee absent from his/her job for more than two (2) working days without prior permission of the department head, shall be considered to have automatically terminated his/her employment with the City unless such leave is extended as approved by management for mitigating circumstance.

B. Unauthorized Absence — Other Disciplinary Action

Any unauthorized absence may be cause for disciplinary action.

C. Authorized Absence

1. Upon the request of the employee and the recommendation of the appointing authority, a leave of absence without pay may be granted by the Council or City Manager to an employee, who immediately preceding the effective date of such leave, shall have completed at least one year of continuous service.

2. An employee shall not be entitled to a leave of absence as a matter of right, but only upon good and sufficient reason.

3. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

D. Leave of Absence Without Pay - Duration

1. Request for leave of absence without pay shall be made as prescribed by the Human Resources Director, and shall state specifically the reasons for the request, the date when leave is desired to begin, and the probable date of return to work.

2. The Human Resources Director may approve the request of leave of absence without pay, of one hundred twenty (120) calendar days or less upon the recommendation of Department Head.

3. The City Manager may approve, upon recommendation of the Department Head, requests of more than one hundred twenty (120) calendar days, not to exceed one (1) full year.

4. The City Manager may later, due to mitigating circumstances, extend such leave of absence without pay for one (1) additional full year with the approval of the Department Head.

5. A physician statement shall be required of any employee who requests leave of absence without pay as a result of medical conditions.

6. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

E. Leave of Absence — Employee Injured on Job

The City Council may grant a leave of absence without pay for an indefinite period of time to any employee who is injured on the job, or has a serious illness even though the employee does not meet the one-year of continuous service requirements.

F. Accrual of Benefits

Leave of absence without pay granted by the City shall not be construed as a break in service of employment, and rights accrued at the time leave is granted shall be retained by the employee; however, vacation credits, sick leave credits, increases in salary and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee reinstated after leave of absence without pay shall receive the same step in the salary range he/she received when he/she began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's salary anniversary date shall be set forward one month for each thirty (30) consecutive leave days taken.

XI. FAILURE TO RETURN FROM LEAVE

1. Failure of the employee to return to his/her employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service, unless such leave is extended as approved by management for mitigating circumstances.

2. The City reserves the right to revoke or cancel any authorized leave for reasons which the City finds to be sufficient.

ARTICLE SIX

GENERAL PROVISIONS

I. WAIVER PROVISION ON BARGAINING DURING TERM AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the terms of this Agreement, the Association hereby agrees not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Memorandum of Understanding.

During the term of this Agreement, the parties agree to meet and confer regarding updates to various policies and rules when requested by the City.

II. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national or local emergency, or similar circumstances as determined by management, the provisions of this Memorandum of Understanding, which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet with the City regarding the impact on employees of the suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

A. MOU Remains in Full Force and Effect

Should any article, section, subsection, subdivision, sentence, clause, phrase or provision of this Memorandum of Understanding be found in conflict or inconsistent with such applicable provisions of Federal or State law or otherwise held to be invalid, unenforceable, inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

B. Successor Provision

In the event any provision shall have been found to be inoperative, void or invalid as aforementioned, the City and the Association shall, upon the request of either party, meet and confer in an effort to agree upon a successor provision.

IV. PROVISIONS OF MEMORANDUM

A. Sole and Entire Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and Memoranda of Understanding, oral or written, expressed or implied, between the parties, and shall govern their entire relationship and any and all rights or claims which may be asserted hereunder or otherwise. This Memorandum of Understanding is not intended to cover any matters preempted by Federal or State law.

The Parties reached agreement on a consolidated MOU to include all mutually agreed side letters signed between 2016 and 2020 with the intention of maintaining the existing terms and conditions of employment contained in the July 1st 2014 to June 30, 2015 MOU except as modified by said side letters and this MOU. Unless the Parties agreed otherwise in this MOU, if the terms and conditions contained in the consolidated MOU differ from those established in one or more of the side letters or in the July 1, 2014 to June 30, 2015 MOU, the terms of the former will prevail and the Parties will meet to correct the issue in the consolidated MOU. This paragraph is intended only to cover the initial term of the consolidated MOU and will become ineffective on June 30, 2024.

B. Personnel and Departmental Rules

1. It is understood and agreed that there exist within the City, in written form, Personnel and Departmental Rules.

2. Except as specifically modified by this Memorandum of Understanding (MOU) these rules and regulations and any subsequent amendments thereby, shall be in full force and effect.

3. Before any new or subsequent amendments to these Personnel and/or departmental rules and regulations, which directly affect wages, or significantly alter hours, and terms and conditions of employment are implemented, the City shall meet with the Association regarding such changes.

4. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met with the Association as required.

V. AMENDMENTS TO MEMORANDUM OF UNDERSTANDING

The provisions of this Memorandum of Understanding can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the designated representatives of the City and the Association.

VI. RATIFICATION AND IMPLEMENTATION

A. Acknowledgement

The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by those Association members voting who are in classifications requested by each Association set forth in this Agreement and adopted by Resolution of the City Council.

B. Mutual Recommendation

This Agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits, and other terms and conditions of employment for unit employees represented by the Association.

C. Ratification

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and the Association and entered into on November __, 2021.

D. Term or Memorandum of Understanding

The term of this Memorandum of Understanding shall be for a period of three (3) years, commencing on July 1, 2021 and terminating after June 30, 2024 at 11:59 p.m.

PARTIES TO THE AGREEMENT

General Employees' Bargaining Group

John Caropino, President

Ryan Beihl, Vice-President

City of West Covina

David Carmany, City Manager

Helen Tran
Director of Human Resources / Risk Management

APPENDIX "A"

CITY OF WEST COVINA
GENERAL EMPLOYEE'S BARGAINING GROUP

The following are those classifications that have been recognized by the City to be assigned to the General Employee Unit:

JOB TITLES/CLASSIFICATIONS

Account Clerk
Administrative Technician
Code Enforcement Officer
Office Assistant I
Office Assistant II

Community Planner
Community Services Coordinator

Computer Systems Technician

Head Cook

Economic Development Specialist

Fire Protection Specialist
Fleet Services Coordinator
Housing Program Coordinator (CDBG)
Operations Technician
Parking Enforcement Officer

Planning Assistant
Planning Associate

Administrative Assistant I
Senior Account Clerk

Appendix "B"

GENERAL SALARY SCHEDULE

Effective November 13, 2021 - 8% COLA

POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Account Clerk	GN060	$3,265	$3,429	$3,600	$3,780	$3,969
Administrative Assistant I	GN090	$3,480	$3,654	$3,836	$4,028	$4,230
Administrative Technician	GN045	$3,265	$3,429	$3,600	$3,780	$3,969
Code Enforcement Officer	GN210	$4,360	$4,578	$4,807	$5,047	$5,300
Community Services Coordinator	GN315	$4,534	$4,761	$4,998	$5,249	$5,511
Computer Services Technician	GN200	$4,412	$4,632	$4,863	$5,106	$5,362
Economic Development Specialist	GN035	$4,430	$4,652	$4,885	$5,129	$5,385
Fire Protection Specialist	GN365	$4,808	$5,048	$5,301	$5,566	$5,844
Fleet Services Coordinator	GN330	$5,271	$5,535	$5,811	$6,102	$6,408
Head Cook	GN350	$3,883	$4,076	$4,280	$4,494	$4,719
Housing Program Coordinator	GN245	$5,505	$5,780	$6,069	$6,372	$6,691
Office Assistant I	GN010	$2,549	$2,676	$2,809	$2,951	$3,097
Office Assistant II	GN030	$2,920	$3,066	$3,219	$3,380	$3,550
Parking Enforcement Officer	GN080	$3,255	$3,418	$3,589	$3,768	$3,957
Planning Aide	GN175	$3,599	$3,779	$3,968	$4,167	$4,375
Planning Assistant	GN270	$4,844	$5,086	$5,341	$5,607	$5,888
Planning Associate	GN280	$5,192	$5,451	$5,723	$6,009	$6,310
Police Officer Recruit	GN230	$4,391	$4,611	$4,842	$5,084	$5,337
Senior Account Clerk	GN120	$3,533	$3,710	$3,894	$4,090	$4,294
Victim Advocate	GN140	$3,668	$3,851	$4,044	$4,245	$4,458

Effective July 1, 2022 - 3% COLA

POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Account Clerk	GN060	$3,363	$3,532	$3,708	$3,893	$4,088
Administrative Assistant I	GN090	$3,584	$3,763	$3,951	$4,149	$4,357
Administrative Technician	GN045	$3,363	$3,532	$3,708	$3,893	$4,088
Code Enforcement Officer	GN210	$4,491	$4,715	$4,951	$5,198	$5,459
Community Services Coordinator	GN315	$4,670	$4,903	$5,148	$5,406	$5,677
Computer Services Technician	GN200	$4,544	$4,771	$5,009	$5,259	$5,523
Economic Development Specialist	GN035	$4,563	$4,791	$5,031	$5,283	$5,546
Fire Protection Specialist	GN365	$4,952	$5,199	$5,460	$5,733	$6,019
Fleet Services Coordinator	GN330	$5,430	$5,701	$5,986	$6,285	$6,600
Head Cook	GN350	$3,999	$4,198	$4,408	$4,629	$4,860
Housing Program Coordinator	GN245	$5,670	$5,954	$6,251	$6,563	$6,891
Office Assistant I	GN010	$2,625	$2,757	$2,893	$3,039	$3,190
Office Assistant II	GN030	$3,008	$3,158	$3,316	$3,482	$3,656
Parking Enforcement Officer	GN080	$3,353	$3,521	$3,697	$3,881	$4,076
Planning Aide	GN175	$3,707	$3,892	$4,087	$4,292	$4,506
Planning Assistant	GN270	$4,989	$5,238	$5,501	$5,776	$6,065
Planning Associate	GN280	$5,347	$5,614	$5,895	$6,189	$6,500
Police Officer Recruit	GN230	$4,523	$4,749	$4,987	$5,236	$5,497
Senior Account Clerk	GN120	$3,639	$3,821	$4,011	$4,213	$4,423
Victim Advocate	GN140	$3,778	$3,967	$4,165	$4,373	$4,592

Appendix "B"

GENERAL SALARY SCHEDULE

Effective July 1, 2023 - 3% COLA						
POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Account Clerk	GN060	$3,464	$3,638	$3,819	$4,010	$4,211
Administrative Assistant I	GN090	$3,692	$3,876	$4,070	$4,274	$4,488
Administrative Technician	GN045	$3,464	$3,638	$3,819	$4,010	$4,211
Code Enforcement Officer	GN210	$4,625	$4,857	$5,100	$5,354	$5,622
Community Services Coordinator	GN315	$4,810	$5,051	$5,303	$5,568	$5,847
Computer Services Technician	GN200	$4,680	$4,914	$5,159	$5,417	$5,689
Economic Development Specialist	GN035	$4,700	$4,935	$5,182	$5,441	$5,713
Fire Protection Specialist	GN365	$5,101	$5,355	$5,623	$5,905	$6,200
Fleet Services Coordinator	GN330	$5,593	$5,872	$6,165	$6,474	$6,798
Head Cook	GN350	$4,119	$4,324	$4,541	$4,768	$5,006
Housing Program Coordinator	GN245	$5,840	$6,132	$6,438	$6,760	$7,098
Office Assistant I	GN010	$2,704	$2,839	$2,980	$3,130	$3,286
Office Assistant II	GN030	$3,098	$3,253	$3,416	$3,586	$3,766
Parking Enforcement Officer	GN080	$3,453	$3,626	$3,807	$3,998	$4,198
Planning Aide	GN175	$3,818	$4,009	$4,210	$4,420	$4,642
Planning Assistant	GN270	$5,139	$5,395	$5,666	$5,949	$6,247
Planning Associate	GN280	$5,508	$5,783	$6,071	$6,375	$6,695
Police Officer Recruit	GN230	$4,659	$4,891	$5,136	$5,393	$5,662
Senior Account Clerk	GN120	$3,748	$3,936	$4,132	$4,339	$4,556
Victim Advocate	GN140	$3,891	$4,086	$4,290	$4,504	$4,730

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 2, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA MIDDLE MANAGEMENT EMPLOYEES' ASSOCIATION

RECOMMENDATION:

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

RESOLUTION NO. 2021-110 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE CITY OF WEST COVINA MIDDLE MANAGEMENT EMPLOYEES' ASSOCIATION REPRESENTED BY CITY EMPLOYEES ASSOCIATES (CEA)

BACKGROUND:

Under California law, the Meyers-Milias-Brown Act (MMBA) of 1968 established collective bargaining for California municipalities. Collective bargaining is the process by which workers, through their associations, and employers negotiate contracts to determine terms of employment, including pay, benefits, hours, leave, and job health & safety policies.

The Memorandum of Understanding between the City and the City of West Covina Middle Management Employees' Association represented by City Employees Associates (CEA) expired on June 30, 2021. The City and representatives for the West Covina Middle Management Employees' Association met and conferred on six (6) occasions and have reached an agreement on a comprehensive Memorandum of Understanding.

DISCUSSION:

The City and the West Covina Middle Management Employees' Association represented by City Employees Associates have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Code § 3500 regarding terms and conditions of employment, including wages, benefits and hours. After having met and conferred a total of six (6) sessions, the City and the Middle Management Employees' Association have memorialized an agreement regarding wages, benefits, hours, and other terms and conditions of employment in a Memorandum of Understanding (MOU) for the period of July 1, 2021 through June 30, 2024, which is attached to this report as Attachment No. 2.

The following changes to the existing labor agreement are agreed upon to be incorporated into the successor

agreement and would become effective upon ratification of the MOU by the City Council. All other provisions from the existing agreement are proposed to remain in the agreement without changes.

1. Term – 3 years (through June 30, 2024).

2. Salary Increase (Article 2- Salaries and Compensation) – Effective the first full pay period following ratification of the MOU and not earlier, the base salary shall increase by 8%; effective the first full pay period following July 1, 2022, the base salary shall increase by 3%; effective the first full pay period following July 1, 2023, the base salary shall increase by 3%.

3. Cost-Sharing (Article 2, Section V- PERS Retirement Benefits) – Effective the first full pay period following ratification of the MOU and not earlier, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2022, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2023, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f). The City and the Middle Management Employees' Association agree that should the MOU expire without a successor agreement in place, the cost sharing contribution as described above shall continue.

4. One-time Non-PERSable Pay – Within 45 days after ratification of the MOU, employees shall receive a one-time non-PERSable pay of $3,000.00. Should a group other than a public safety group (Police or Fire) receive a greater one-time non-PERSable pay during the term of the MOU, employees shall receive that same level of one-time pay. The employees will receive the one-time payment on a check separate from their paycheck.

LEGAL REVIEW:

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

Prepared by: Helen Tran, Director of Human Resources/Risk Management Department

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Fiscal Impact

FISCAL IMPACT:

Objective 8 of the Financial Recovery Plan contemplates that the City will meet and confer regarding negotiation of employee union agreements to review CPI, the City's ability to pay, and labor market competitiveness on a total compensation basis. Under this agreement, the employees will contribute an additional 3% of compensation towards pension.

Attachments

Attachment No. 1 - Resolution No. 2021-110

Attachment No. 2 - Exhibit A (Mid-Mgmt MOU)

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Financial Recovery Plan/Corrective Action

ATTACHMENT NO. 1

RESOLUTION NO. 2021-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA MIDDLE MANAGEMENT EMPLOYEES' ASSOCIATION REPRESENTED BY CITY EMPLOYEES ASSOCIATES (CEA)

WHEREAS, the City of West Covina, hereinafter referred to as the "City," and the West Covina Middle Management Employees' Association represented by City Employees Associates, have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Code § 3500; and

WHEREAS, the meet and confer process is a process that can result in an agreement between employees, through their associations, and the City regarding terms and conditions of employment, including wages, benefits and hours; and

WHEREAS, the City and the West Covina Middle Management Employees' Association represented by City Employees Associates have memorialized their agreement regarding wages, benefits, hours and other terms and conditions of employment in a Memorandum of Understanding for the period of July 1, 2021 through June 30, 2024, which is attached hereto as Exhibit "A."

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

SECTION 1. The Memorandum of Understanding between the City and the West Covina Middle Management Employees' Association represented by City Employees Associates, attached hereto as Exhibit "A," is hereby approved.

SECTION 2. The City Manager is authorized to sign the Memorandum of Understanding.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 2nd day of November, 2021.

_____

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM **ATTEST**

Thomas P. Duarte
City Attorney

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-110 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of November 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

ATTACHMENT NO. 2 - Exhibit "A"

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF WEST COVINA

AND

CITY OF WEST COVINA

MID-MANAGEMENT EMPLOYEES' ASSOCIATION

JULY 1, 2021 THROUGH JUNE 30, 2024

ARTICLE ONE

RIGHTS AND RESPONSIBILITIES

I. PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as MOU or Agreement interchangeably) has been prepared pursuant to the terms of the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and the West Covina Personnel Rules, as amended, which is hereby incorporated by reference. This Agreement has been executed by representatives of the City of West Covina (hereinafter referred to as "City") on behalf of the City; and Representatives of the West Covina Mid-Management Employees Association, (hereinafter referred to as "Association"), representing the Mid-Management Unit Employees; and pursuant to Government Code 3500, as amended, et seq., and hereby satisfies the City's duty to meet and confer with the Association during the life of this agreement.

II. GENDER

The terms "they" and "their" may be used in this agreement as substitutes for the terms "his", "hers", "his/her", "he", "she", or other terms which would indicate masculine or feminine gender.

III. RECOGNITION

A. WCMMEA Recognized Employee Organization — Mid-Management Unit Employees

Pursuant to the previsions of the City of West Covina Municipal Code, Employee Organization, Article V Section 2-205 through 2-228, and the City of West Covina Personnel Rules, as amended, the City recognizes the representatives of the WCMMEA as the exclusive recognized employee organization on behalf of all full-time salaried Mid-Management Unit employees of the City of West Covina.

B. Exclusions

Those classifications and positions excluded include employees designated as management, general, public safety, or hourly.

C. Classifications Recognized

Specific classifications recognized by the City of West Covina being represented by the West Covina Mid-Management Employees Association listed in Appendix "A" of this agreement.

IV. ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Association and Employee Rights

The City and the Association shall comply with the provisions of Government Code 3500, as amended, or any subsequent State law governing meet and confer rights of employee organizations. The parties further agree that during the term of this Memorandum of Understanding, each party shall retain those rights respectively vested by local, state and federal law, which cannot otherwise be waived by this Agreement.

B. Payroll Deduction

The City shall, during the term of this Agreement, and in a manner consistent with applicable law, deduct monies for membership dues on a semi-monthly basis (over 24 pay periods) from unit employees whose classification and position are recognized to be represented by the Association and who voluntarily authorize the deduction in writing, or on folios approved by the City.

C. Indemnification

The Association shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all damages and legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

D. Association Benefit Plans - Dues

The City will allow employees to add an amount of money, to pay for Association sponsored benefits plans, to the lump sum semi-monthly (24 pay periods) deduction for Association dues.

E. Association Representation Responsibilities

The Association agrees and shall assume its responsibilities as recognized designated representative to represent all unit employees without discrimination, interference, restraint, or coercion, and to comply with exclusive representation responsibilities as set forth in the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and Personnel Rules, as amended.

F. Association Release Time — Time Off For Meeting and Conferring

1. The City and Association recognize that it is of benefit both to the City and Association that representatives designated by the Association to serve as the Association negotiating committee be granted leave from duty with full pay during scheduled working hours to participate in meet and confer sessions as requested by the City.

2. The Association negotiating committee shall be allowed release time as approved by management in order to prepare for meet and confer sessions required for subsequent new Memorandums of Understanding.

3. Individual negotiating committee members shall give management as much advance notice as possible about the dates, times, and duration of the requested release time.

4. Unless otherwise agreed to by both parties, the negotiating teams for the Association shall not exceed three (3) members each.

5. Full pay, as stated, shall mean the employee's current base salary, fringe benefits, and any assigned merit pay.

6. Each party shall provide the other a list of representatives at least two weeks prior to the date set for meeting and conferring unless both parties agree such notice is impractical.

G. Release Time-Grievances

Representatives of the Associations shall be granted reasonable release time from their assigned work as approved by management to provide representation services such as grievance matters.

H. Bulletin Boards

1. The City may pen-nit the Association to use certain designated bulletin boards approved by management located at City facilities to post Association related information including reasonable use of e-mail or fax.

2. The Association agrees to continually self-monitor all information posted on bulletin boards to ensure they are maintained in an orderly manner. All materials posted should be dated and maintained in an orderly manner.

3. No item(s) that can reasonably be interpreted as inflammatory, libelous, obscene, or slanderous may be posted on bulletin boards.

V. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Management Rights

The City continues to reserve, retain, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been expressly abridged by specific provisions of the Memorandum of Understanding or by law, to manage the City for the citizens of West Covina, as such rights existed prior to the execution of the Memorandum of Understanding. The City continues to reserve and retain solely and exclusively all rights of management, including those City rights set forth in the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205-216, and Personnel Rules, as amended, and including but not limited to the following rights:

1. To manage the City and to determine policies and procedures and the right to manage the affairs of the City.

2. To take into consideration the existence or non-existence of facts which are the basis of the management decision.

3. To determine the necessity, organization, and implementation and termination of any service or activity conducted by the City or other governmental jurisdictions, and to expand or diminish services.

4. To determine nature, manner, means, type, time, quantity, quality, technology, standards, level, and extent of services to be provided to the public.

5. To determine methods of financing.

6. To determine quality, quantity, and types of equipment or technology to be used.

7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, operations to be performed, organizational structure, size, and composition of the work force and allocate and assign work by which the City operations and services are to be conducted.

8. To plan, determine, and manage City budget which includes, but is not limited to, changes in the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including the right to contract for or subcontract any work or operation of the City.

9. To assign work to and schedule employees in accordance with requirements as determined by the City as to work hours and changes to work hours, schedules, including call back, standby, and overtime, and assignments except as otherwise listed by this agreement.

10. To lay off employees of the City from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive or not cost effective as determined by the City.

11. To establish and modify goals and objectives related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and require compliance thereto.

12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reprimand, reduce or withhold salary increases and benefits, and otherwise discipline employees for cause.

13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reallocate and reclassify employees.

14. To hire, transfer intra- or inter-division, promote, reduce in rank, demote, reallocate, and terminate employees and take other personnel action for non-disciplinary reasons in accordance with this Agreement and Personnel Rules.

15. To determine policies, procedures, and standards for selection, training, and promotion of employees.

16. To establish employee performance standards, including quality, and quantity standards, and to require compliance therewith.

17. To maintain order and efficiency in its facilities and operations.

18. To establish, implement, and/or modify rules and regulations, policies and procedures related to productivity, performance, efficiency, standards of ethics, conduct, safety, health, and order in the City and to require compliance therewith.

19. To restrict the activity of an employee organization on City property and facilities and on City time except as set forth in this agreement.

20. To determine the issues of public policy and the overall goals and objectives of the City's divisions and to take necessary action to achieve the goals and objectives of the City's Departments.

21. To require the performance of other services not specifically stated herein in the event of emergency or disaster as deemed necessary by the City.

22. To take any and all necessary steps and action to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or any other time deemed necessary by the City not specified above.

B. <u>Authority of Third Party Neutral</u>

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with City. No third party neutral shall have the authority to diminish any of the management rights which are included in this Agreement.

C. <u>Impact of Management Rights</u>

The City agrees to meet with the Association, except in emergencies as defined elsewhere in this Agreement, over the exercise of a management right which significantly and directly impacts upon the wages, hours, and terms and conditions of employment of unit employees, unless remedies for the impact consequences of the exercise of a management right upon unit employees are provided for in this Agreement, Personnel Rules, Administrative Policies, or Departmental Rules.

VI. NO STRIKE/JOB ACTION PROVISION

In addition to all no strike/job action provisions and penalties in the West Covina Municipal Code or Personnel Rules, the following provisions shall apply.

A. Prohibited Conduct

The Association, its officers, agents, representatives, and/or members when on duty, agree they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, blue flu, pretended illness, or engage or honor any other form of types of job action by unit employees or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization.

B. Employee Termination

Any employee who participates in any conduct prohibited in Section A above shall be considered on an unauthorized absence and shall be subject to discharge or other disciplinary action by the City, regardless of whether the Association carries out in good faith its responsibilities set forth below.

C. Association Responsibilities

1. In the event that the Association, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in A, Prohibited Conduct, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in A, Prohibited Conduct, above, and return to work.

2. If the Association performs all of the responsibilities in good faith set forth in CU) above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of A, Prohibited Conduct, above.

ARTICLE TWO

SALARIES AND COMPENSATION

I. SALARY SCHEDULE

Effective the first full pay period following ratification of the MOU and not earlier, the base salary shall increase by 8%; effective the first full pay period following July 1, 2022, the base salary shall increase by 3%; effective the first full pay period following July 1, 2023, the base salary shall increase by 3%.

One-time NonPERSable Pay – Within 45 days after ratification of the MOU, employees shall receive a one-time non-PERSable pay of $3,000.00 (Three Thousand Dollars). Should a group other than a public safety group (Police or Fire) receive a greater one-time non-PERSable pay during the term of the MOU, employees shall receive that same level of one-time pay. The employees will receive the one-time payment on a check separate from their paycheck.

II. SALARIES ROUNDED OFF

All salaries shall be rounded to the nearest whole dollar.

III. SALARY ADMINISTRATION

A. Specific Information in Personnel Rules

Specific detailed information dealing with such subject as salary anniversary dates, increases within the salary range, salary on appointments and other related types of salary administration issues are set forth in the City Personnel Rules.

B. Effective Date of Step Increases and Extra Compensation

All step increases and extra compensation shall be made effective at the start of the next regular pay period, except as otherwise approved by management.

C. Right to Raise Salaries, Other Compensation and Benefits

The City reserves the right to raise salaries, and other compensation, and benefits during the term of this agreement. The City shall meet and consult with the Association prior to implementing increased compensation and benefits.

D. Base Salary

Base salary shall mean only the assigned salary to any unit classification exclusive of any other type of form of compensation.

E. Extra Pay/Compensation

Extra pay shall be defined as compensation above the unit employee's base salary for special assignments, differentials, and bonuses.

F. Y-Rating

1. When a personnel action, such as a demotion due to layoff, reclassification, or job rehabilitation results in the lowering of the incumbent unit employee's salary range, the affected incumbent's salary may be "Y-rated" by the City.

2. "Y-rated" shall mean the maintenance of the incumbent employee's salary rate at the level effective the day preceding the effective date of the personnel action in lieu of placing the employee in a lower salary range.

3. The employee's base salary shall remain at the same level until the salary range of the new classification equals or exceeds the Y-rated salary.

4. Those unit employees on a job rehabilitation shall be Y-rated upon written agreement and mutual consent between the affected employee and the City.

IV. Deferred Compensation

A. Mid-Management Unit Employees

1. The City shall contribute for each Mid-Management unit employee, one hundred fifty dollars ($150.00) per month to a deferred compensation plan.

2. The employees may select the deferred compensation plan from a list of plans provided by the City.

3. Employees may apply the City's contribution as they determine to be applied to medical, dental or life insurance premiums.

V. Bilingual Allowance — Communication Supervisors

A. Eligibility

1. The department head shall designate certain eligible Communication Supervisors to receive bilingual pay, who have been certified by the Human Resources Department as possessing the skills necessary to communicate effectively in English and a second language with the public in order to conduct the business of the City.

2. No more than one unit employee within an office or crew will receive bilingual pay, unless it is determined by the department head that such an exception exists. An exception may occur within an office, wherein unit employees take different lunches and or work flex-schedules.

3. Human Resources Department shall certify, through examination, that the employee has a basic fundamental conversational skill level in the second language.

B. Compensation

1. Eligible employees assigned to Bilingual Allowance receive extra compensation of one hundred dollars ($100.00) per month above their base salary.

2. This extra pay compensation shall become effective the first pay period following the receipt of the Bilingual certificate and approval by the Director of Human Resources. This extra compensation shall terminate immediately upon the day the assignment is revoked by the Department Head.

C. Limitations

1. Eligible languages will be those languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of West Covina or those languages designated by the City Manager. Currently, these languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of West Covina are Chinese (Mandarin and Cantonese), Spanish, Tagalog, and Vietnamese. Should the eligible languages change, employees currently receiving bilingual pay for a language no longer identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections, will continue to receive bilingual pay. However, no additional employees will be paid for use of that language.

2. Only one (1) allowance will be paid to an employee regardless of the number of certified languages.

VI. Acting Pay Assignment

A. Eligibility

1. Acting pay is intended to compensate those employees assigned to perform a significant portion of a higher level position having a greater degree of responsibility and independence and/or requiring a significantly higher level of expertise.

2. An acting appointment may be made to a higher class or position occupied by a person on temporary leave, disability, or if the position is vacant. Such acting appointment made to a higher class or position occupied by a person on a temporary leave or disability shall not exceed twelve (12) months, unless extension is approved by the City Manager. An acting appointment made to a vacant position during recruitment for a permanent employee to fill the position shall no exceed 960 hours in a fiscal year. (Government Code section 20480.) Acting appointments shall be made from existing promotional lists, if available.

3. Should no promotional eligibility list exist, acting appointments shall be made in accordance with the provisional appointments section of the Personnel Rules, except as approved by the City Manager. Upon the return of the incumbent from leave or disability, the acting appointment shall be

immediately terminated, and the appointee shall resume regular duties, compensation and privileges as if he/she had continued his/her duties in his/her regular classification.

B. Compensation

1. **Employees**

All Unit employees serving in an acting status, will be paid five percent (5%) above their base salary immediately effective upon the City Manager's approval, provided such acting appointments are made in writing by Management with a copy to the Human Resources Department.

2. Limitations Appointments to Higher Level Positions

Acting appointments to higher level positions do not require the assignment of another employee to cover the duties of the employee so assigned.

VII. Limitation on Assignments

Assignments to extra pay positions are temporary, not a separate classification and do not have permanent status and are not subject to selection procedures, appeals, grievances or seniority. Assignments are not a property right and create no due process rights.

VIII. PERS Retirement Benefits

The contract between the City and Public Employees' Retirement System (PERS) shall provide the following benefits:

A. Unused Sick Leave

Unused accumulated sick leave may be converted to additional service credit at the time of retirement pursuant to PERS Section 20862.8.

B. PERS RETIREMENT FORMULAS

Tier One "Classic" PERS Members – 2.5% at age 55 (West Covina Employees Hired Prior to January 1, 2011)

Unit members classified as miscellaneous employees by PERS shall participate in the 2.5% at age 55 PERS retirement benefit plan. The City shall pay 100% of the PERS employer cost. Each employee shall pay the full employee cost of eight percent (8%). Such contribution shall be made on a pre-tax basis.

Retirement benefits for Unit members classified as miscellaneous employees under the 2.5% at age 55 formula shall be computed using the One-Year Final Compensation Option.

Tier Two "Classic" PERS Members – 2% at age 60

Unit members classified as miscellaneous employees by PERS hired between January 1, 2011, and January 1, 2013, or having reciprocity with another PERS agency shall participate in the 2% at age 60 PERS retirement benefit plan. The

City shall pay 100% of the PERS employer cost. Each employee shall pay the full employee cost of seven percent (7%). Such contribution shall be made on a pre-tax basis.

Retirement benefits for Unit members classified as miscellaneous employees under the 2% at age 60 formula shall be computed using the One-Year Final Compensation Option.

“New” PERS Members – 2% at age 62

All Unit members classified as "new members," as defined by the Public Employees' Pension Reform Act of 2013, hired on or after January 1, 2013 shall participate in the 2% at age 62 PERS retirement benefit plan, with their final compensation based upon the average of their highest annual compensation earned over a three (3) year period. New members will be required to pay the appropriate share of their pension costs and other provisions, as required by the Public Employees' Pension Reform Act of 2013, Contributions shall be made on a pre-tax basis.

Cost-Sharing

Effective the first full pay period following ratification of the MOU and not earlier, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2022, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2023, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f). The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution as described above shall continue.

C. 4th Level Survivor Benefits

Fourth Level of 1959 Survivor Benefits PERS Section 21574 for employees covered by this agreement.

D. Military Buy Back

Military service credit as public service credit under PERS section 21024.

ARTICLE THREE

WORK WEEKS/SCHEDULES/OVERTIME/COMPENSATORY TIME

I. HOURS OF WORK POLICY

It is the policy of the City that the hours of work, as negotiated by unit employees or determined by the City Council for non-represented employees, shall constitute a week's work for all full-time employees, except that work days and work weeks of a different number of hours may be established in order to meet the varying needs of the different City departments.

II. WORK PERIODS

A. 7-Day Work Week

The work week for unit employees shall be a fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour days.

B. Work Schedules — Unit Employees

1. It is understood that City Hall will remain open Monday through Thursday, except for holidays, as set forth in this agreement.

2. The City Manager maintains the final authority to determine work schedules as required.

C. 5/8 and 4/10 Work Schedules and Work Week

5/8 and 4/10 work schedule shall consist of a 7-day work week of forty (40) hours that begins on Saturday at 12:00 a.m. and ends on Friday at 11:59 p.m., except as modified by management.

D. 9/80 Work Schedule and Work Week

9/80 work schedule shall consist of a 7-day work period of 40 hours as follows:

Employees working a 9/80 work schedule will have a regular day off every other week as determined by the City. For such employees working a 9/80 work schedule, each employee's designated work week shall begin exactly four hours after the start of his/her eight hour shift on the day of the week that corresponds to the employee's alternating regular day off.

E. 7-Day Work Week— Fixed and Regularly Recurring

The work weeks shall be fixed and regularly recurring 7-day work weeks as set forth in the aforementioned section.

III. TIME WORKED

A. Maximum Time Worked — 7-Day Work Period

The maximum time worked per each 7-day work period which is paid at the straight time rate of pay shall be forty (40) hours inclusive of breaks and exclusive of time not considered work time.

IV. CHANGE IN WORKING HOURS

Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be approved by management.

V. BREAKS — REST PERIODS

A. Two 15-Minute Breaks — Rest Periods

1. **Number of Breaks**

Unit employees may receive two break-rest periods for each scheduled workday actually worked, and a break-rest period of 15 minutes for each four consecutive hours of overtime worked as approved by management.

2. **Non-accumulative**

Rest periods are not accumulative and shall not be added to any meal times, vacation, or any form of authorized absence from work, unless authorized by management.

3. **Not Used at Beginning and End of Workshift**

These breaks may not be used at the beginning or the end of work shift unless authorized by management.

B. Rest Period Procedure

1. Scheduled Not to Impair Service

Rest periods are scheduled or rescheduled by management as job requirements dictate.

2. Length of Rest Period

The rest period shall consist of fifteen minutes cessation of work and will include time involved in going to and coming from a rest area.

VI. OVERTIME - COMMUNICATIONS SUPERVISOR AND DEPUTY FIRE MARSHAL

A. Overtime Policy

It is the policy of the City of -West Covina to avoid the necessity for overtime work whenever possible. However, when overtime is necessary for employees who are eligible for overtime and not administrative leave and when approved by management, payment will be paid or compensatory time accrued at time and one-half for all hours worked in excess of the normal daily work shift. Vacation, sick

leave, holidays, jury duty and compensatory time off shall be considered hours worked.

B. Overtime Authorization

1. If in the judgment of management, work beyond the established work week is required by his/her employees, such work, except in the case of immediate emergency, shall be performed only with the prior authorization of management.

2. In emergencies, where prior authorization cannot be issued, management shall obtain approval for the overtime worked at the earliest opportunity thereafter, in no case to exceed five (5) calendar days after the day in which the overtime was worked.

3. An emergency shall be construed as an unforeseen combination of circumstances which calls for immediate action, as determined by management.

VII. USE OF COMPENSATORY TIME — COMMUNICATIONS SUPERVISOR AND DEPUTY FIRE MARSHAL ONLY

A. Approval

Upon the approval of his/her supervisor, an employee may elect to receive compensatory time off in lieu of pay for overtime hours worked. Such compensatory time off shall be credited to the employee's account on a time and one-half basis; i.e., one and one-half hours for each overtime hour worked.

B. Once Comp Time is Approved No Request for Cash Payment

Once compensatory time off is selected and approved by management, the employee may not request cash payment. Upon separation, an employee shall be paid for accumulated compensatory time.

C. Use of Compensatory Time

Accumulated compensatory time may be utilized as paid leave on a straight time hour for hour basis at the mutual convenience of management and employees without such options being tied to sick leave usage. All compensatory time utilized as paid leave by an employee shall be debited from their accrued compensatory time bank.

VIII. TIME WORK INCREMENTS — COMMUNICATIONS SUPERVISOR AND DEPUTY FIRE MARSHAL

A. Increments — Less Than One Hour

1. All authorized time worked which is beyond the work shift schedule which is less than one-hour increments shall be compensated in the following manner:

Time	Time Worked
0 – 10 minutes	-0-
11 – 20 minutes	¼ hour
21 – 30 minutes	½ hour
31 – 50 minutes	¾ hour
51 – 60 minutes	1 hour

2. Incidental Overtime — Not Compensable

Incidental overtime is not compensable, and may not be credited as overtime. Incidental overtime is defined as overtime of less than ten minutes in any one day, which is non-recurrent in nature.

B. Increments Over One Hour

Any time work increments which are over one hour shall be compensated in the same procedure as mentioned herein.

IX. OVERTIME "COMPENSATORY TIME" ACCUMULATED AND PAYMENT - COMMUNICATIONS SUPERVISOR AND DEPUTY FIRE MARSHAL

A. Eligibility

In accordance with Section IX above, Communications Supervisors and Deputy Fire Marshal may choose, in lieu of overtime payment, to have overtime hours worked converted to a compensatory time bank.

1. Total Hours Comp Time — Communications Supervisor

Communications Supervisor maximum accumulation is set forth in Article Five Section I. The maximum accumulation for Deputy Fire Marshal is one hundred twenty (120) hours.

2. Compensatory Time at Termination

All accumulated compensatory time which has not been utilized prior to a unit employee's employment termination from the City shall be paid off on a straight time basis at the employee's rate of pay.

3. Compensatory Time - Change in Classification

Any eligible employee who changes classification and who has accumulated any hours of compensatory time shall have all their accumulated compensatory hours paid out at the hourly rate of pay of the prior classification.

X. EMERGENCY OVERTIME REQUIREMENT

The City reserves the right to require eligible employees to work overtime in an emergency as determined by management.

XI. DEFINITIONS — Call Back, Stand-By, On-Call, and Court Stand-By "On-Call"

A. Call-Back

1. Call-back is unscheduled time worked, performed by an off duty unit employee called back to work after they have completed their regular work schedule and have left work or are on their day off.

2. Unit employees must physically return to the worksite in order to receive call-back pay.

B. Stand-By

1. Stand-by is an assignment given to unit employees by management requiring them to be accessible via phone, recall (pager) devices, or other methods approved by management.

2. Unit employees on a stand-by assignment shall be required to return to work as directed by management.

3. Unit employees required to serve on stand-by for a period of one week (7 calendar days) will be compensated with ten (10) hours of compensatory time. Those employees on the stand-by schedule who serve less than seven (7) calendar days will be compensated on a pro-rata basis at the rate of 1.43 hours per day served. This compensatory time shall be used in the same pay period during which it was earned, or at a future time as determined by management.

4. The maximum amount of compensatory time that may be accumulated by an employee shall be twenty (20) hours. Upon request, and showing of extraordinary circumstances, the maximum accumulation may be increased to thirty (30) hours with approval of the Department Head. There is no ability to cash out this time.

C. Court Standby "On-Call"

Court stand-by "on-call" is when a unit employee is subpoenaed and placed on stand-by "on-call" time on job related matters during their assigned off duty non-work time.

XII. CALL-BACK COMPENSATION

Communications Supervisors and Deputy Fire Marshal Call-Back

Communications Supervisors and Deputy Fire Marshal required to return to work while on regularly scheduled time off, shall receive a minimum of two (2) hours pay at the rate of time-and-one-half.

XIII. COMMUNICATIONS SUPERVISORS COURT STAND-BY

A. Compensation Per Occurrence

Communications Supervisors who are placed on stand-by by the courts shall be paid forty dollars ($40) per occurrence provided such stand-by occurs outside of the employee's regular assigned work shift.

ARTICLE FOUR

FRINGE BENEFITS

I. FRINGE BENEFITS ADMINISTRATION PROVISION

A. Administration

The City reserves the right to select, administer, or fund any fringe benefits programs involving insurance that now exist or may exist in the future.

B. Selection and funding

1. In the administration of fringe benefits programs involving insurance, the City shall have the right to select any insurance carrier, self-insure, or other method of providing coverage to fund the benefits provided, as long as the benefits of the plan are substantially the same.

2. The City may choose to exercise its right to select the insurance carrier and select Medicare as the City's Retirement Insurance Carrier for eligible unit employees and retirees. In such case, the employees and retirees who are eligible will be required to enroll in Medicare and continue to be eligible to participate in other City medical plans.

C. Changes

The City shall meet with the Associations prior to any change of insurance carrier or method funding coverage for any fringe benefits listed in this article.

II. CAFETERIA PLAN

City contributions for Medical, Dental, and Vision Insurance will be provided as set forth below for all I hilt members.

To comply with the Public Employees' Hospital and Medical Care Act (PEMCHA), the City will contribute the statutory minimum amount for medical insurance. In addition, the City will contribute an additional amount for current Unit members into a cafeteria plan in accordance with IRS Code Section 125. These additional amounts will be as follows:

A. Health Insurance

1. Any West Covina employee, hired before June 30, 2012, who does not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of six hundred dollars ($600) per month. This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

2. All employees hired on or after July 1, 2012, who do not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of three hundred dollars ($300). This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

3. An employee who selects an Employee Only medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Employee Only medical premium or $600, whichever is greater.

4. An employee who selects an Employee plus One medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser 2-party medical premium.

5. An employee who selects an Employee plus Two or More (Family) medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Family medical premium.

6. Should the monthly City contribution exceed the monthly medical premium amount, any excess amount can be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

7. The City's contribution to medical premiums for all new unit employees hired on or after July 1, 2018 shall be capped in accordance with the following schedule:

Family:	$1,250/month
2-Party:	$950/month
Single:	$550/month

B. <u>Dental Insurance</u>

In addition to the above amount for medical insurance, the cafeteria amount shall also include up to $62.23 monthly for dental insurance for the member and eligible dependents. If the dental insurance plan selected by the member is less than $62.23, the cafeteria amount shall be the cost of the dental insurance plan selected. If the dental insurance plan selected by the member is equal to or more than $62.23 per month, the cafeteria amount shall be $62.23.

C. Vision Insurance

In addition to the above amounts for medical and dental insurance, the cafeteria amount shall also include the employee and family monthly cost for vision insurance.

III. RETIREE HEALTH BENEFIT — CITY'S MONTHLY CONTRIBUTION

A. City Contribution Amount

Provided that employees represented by the Associations have participated in the Public Employees' Medical and Hospital Care Act (PERS Health Plan) with the City, the City will contribute an amount equal to the PEMCHA statutory minimum) towards the payment of premiums for retiree health insurance under the Program.

B. If City No Longer in PERS Health Plan

Should the City withdraw from the PERS Health Plan during the term of this agreement, the City and Associations shall meet to determine what the monthly contributions toward the new medical health plan would be and when it would be effective.

IV. RETIREE DENTAL INSURANCE BENEFIT

Employees that retire directly from City employment, shall be able to participate in a City Retiree Dental Insurance Plan based on retiree rates. This Plan shall include coverage for the retiree and eligible family members. The City shall not contribute to the monthly premium.

V. EMPLOYEE HEALTH BENEFITS COMMITTEE

A. New Health Benefit Plan — Meet and Confer

Should a new health benefit plan be selected by the City (medical and/or dental) the City agrees to meet and confer over how the City's current medical and dental insurance monthly premium contribution shall be applied to any new health benefit plan.

VI. RETIREE HEALTH SAVINGS PLAN

**** The RHS Plan will be subject to regulatory and provider regulations ****

A. Employee Contribution $25 per month minimum

B. Employer Contribution $100 per month

C. Employer Lump Sum RHS Contribution:

1. Employee must be a full-time West Covina City employee as of July 1, 2006 to qualify for this benefit

2. Employee must take a service or disability retirement from the City of West Covina to qualify for this benefit.

3. A lump sum RHS contribution to the Plan to be paid by the City at the time of the qualifying employee's retirement (In the event of death prior to retirement lump sum paid immediately to spouse/dependents from the Plan.)

4. To obtain the lump sum benefit employee must retire from the City of West Covina by July 1, 2017, or after the first pay period following the employee's 62th birthday, whichever comes first. Unit employees who are age 62 within the first six months of the program shall have six months beyond their 62th birthday to retire before losing any lump sum entitlement.

5. Employees working beyond the sunset provisions under section C4 above will have their lump sum amount reduced by $900 each year after the 10-year/age 62 provision until they retire.

6. AMOUNT OF BENEFIT

*Employee's Years of Service **As of 7/1/07**	Amount of **Lump Sum Payment**
5 — 9 years	$200 per year
More than 9 years — 14 years	$400 per year
More than 14 years – 19 years	$600 per year
More than 19 years	$800 per year
	(maximum benefit $25,000)

* Break in service cannot exceed one year to qualify for continuous full-time service credit. Part-time hours do not count toward service credit.

VII. SECTION 125 PLAN

A. The City has established a program consistent with Section 125 of the IRS Code, which enables employees to voluntarily use pre-tax earnings for medical, dental, vision, and dependent care expenses.

B. It is understood by the parties that participation in the Plan is voluntary for employees and the City will not be obligated to contribute to pay any employee costs who participate in the Plan.

VIII. LIFE INSURANCE

A. Term Policy - Mid-Management Unit Employees

The City shall provide all mid-management unit employees a term life insurance policy in the amount of $100,000 while employed and a post-retirement death benefit of $10,000.

IX. LONG TERM DISABILITY INSURANCE

A. Benefit

The City shall provide for all unit employees a long term disability insurance (LTD) plan, which provides sixty percent (60%) of monthly earnings, to a maximum benefit of $5,000 per month. Coverage becomes effective on the later of: 1) 180 days; or 2) the date your accumulated sick leave payments end, if applicable. Coverage after 90 days may be purchased by the employee through payroll deduction.

B. More Specific Information

More specific information is set forth in the City of West Covina's Group Long Term Disability Plan booklet, available in the City's Risk Management Department.

X. UNIFORM ALLLOWANCE

Senior Code Enforcement Officers, Communications Supervisors, Deputy Fire Marshals and the Communication Manager shall receive a Uniform Allowance of six hundred dollars ($600) per year. Such allowance shall be paid in the month of January of each year.

XI. UNIFORM REQUIREMENTS

Unit employees who are required to wear uniforms or who are provided uniform allowance must wear uniform on duty unless permission to do otherwise has been received from the immediate supervisor. Employees who are on duty and do not comply with uniform requirements shall be subject to disciplinary action.

XII. TUITION REIMBURSEMENT PROGRAM

A. Maximum Reimbursement — Mid-Management Employees

Mid-Management unit employees' maximum annual tuition reimbursement (including books) shall be one thousand five hundred dollars ($1,500.00) per fiscal year.

B. Administrative Policy

The specific details of the Tuition Reimbursement Program are set forth in Administrative Policy approved on August 13, 1992, and as amended thereafter.

C. Reimburse City If Terminate Within Two Years — Mid-Management Employee

1. Any Mid-Management employee who received tuition reimbursement and terminates (excluding layoffs) within two (2) years after receiving reimbursement must pay back reimbursed monies to City at termination.

2. Mid-Management employee reimbursement shall be based on pro-rated monthly basis over a 24-month period.

XIII. MILEAGE REIMBURSEMENT — PRIVATE VEHICLE

A. Using Private Vehicles for Approved City Business

The City shall pay mileage reimbursement for City employees using private vehicles for authorized City business approved by management.

B. Mileage Reimbursement Rate

The mileage reimbursement rate shall be the rate set forth by the IRS.

C. Administrative Policy

The specific details of the mileage reimbursement policy is set forth in Administrative Policy approved on February 8, 2003, and amended thereafter.

XIV. STATE DISABILITY INSURANCE

The City agrees to make available at the employee's expense, SDI as provided through the State of California. This provision is new for FY 2014-2015 and will be implemented within 30 days of passage by the City Council.

XV. MISUSE OF BENEFITS

Employees who fraudulently gain or fraudulently attempt to gain for themselves or others by deception, omission, or fraud the benefits of the City's Workers' Compensation, retirement, medical, dental, or other insurance policies or any other benefit to which they would not otherwise be entitled shall be subject to: a) denial of requested benefits; and/or b) disciplinary action up to and including termination.

ARTICLE FIVE

LEAVE POLICIES

I. HOLIDAYS

A. Official Fixed Holidays

1. The City shall recognize the following days as official City fixed holidays.

   President's Day
   Memorial Day
   Independence Day
   Labor Day
   Veteran's Day
   Thanksgiving Day

2. Fixed Holidays — Full Shift Leave With Pay

   Each fixed holiday granted to employees shall be a full shift of up to ten (10) hours of time off with pay. Any additional time taken off above ten hours per each fixed holiday must be deducted from the employee's other leaves, such as vacation, floating holiday leave, or compensatory time.

3. City Hall and most City departments will be permanently closed from Christmas Day through New Year's Day. The Christmas Day and New Year's Day holidays will be part of this closure and thus have been removed from the list of fixed holidays, with the exception of New Year's Day when it falls on a Sunday. In this case New Year's Day will be observed on the following Monday. Christmas Eve will only be recognized as a Holiday when it falls on a Monday through Thursday in any given year.

4. Each year employees will receive a separate bank of holiday hours that can only be used to cover their absence from work from December 25th through January 1st. The amount of these separate holiday hours granted to each employee will be based on the employee's normal work hours on these days. The employee must be an active employee of the City of West Covina on the above dates to receive these holiday hours.

5. Any employee required to work between December 25th and January 1st on their normal work day(s) will receive compensatory time off or holiday pay based on actual hours worked up to a maximum of forty (40) hours. Communications Supervisors may earn up to sixty (60) hours of compensatory time off or holiday pay based on actual hours worked.

6. Holiday in-lieu pay shall be limited to a maximum of twenty (20) hours per fiscal year. Any holiday in-lieu time in excess of twenty (20) hours must be taken as compensatory time off.

7. Should the City eliminate the above compensated holiday closure from December 25th through January 1st, the following fixed holidays shall be recognized.

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (unless Christmas falls on a Saturday, Sunday, or Monday)
Christmas Day

8. <u>Fixed Holidays — 10 Hours Leave With Pay</u>

Each fixed holiday granted to employees shall be ten (10) hours of time off with pay.

B. <u>Communications Supervisors Working on Fixed Holidays</u>

1. Communications Supervisors who work on a fixed holiday shall earn holiday pay or compensatory time, on the basis of one (1) hour pay or one (1) hour compensatory time for each hour worked up to a maximum of twelve (12) hours for that holiday.

2. Such time shall be accounted for separately from overtime compensatory time but shall be included in the maximum of one hundred eighty-four (184) hours (fixed holiday leave time and compensation time combined) allowed for all compensatory time.

C. <u>Floating Holiday Leave (Previously Referred to as "Personal Leave")</u>

1. In addition to the City's fixed holidays, Mid-Management employees shall be eligible to use up to forty (40) hours of Floating Holiday leave per each calendar year as approved by management.

2. Floating Holiday leave becomes usable January 1 of each calendar year and must be used by December 31 of the same calendar year. The hourly equivalent may not be paid in lieu of time off.

3. Floating Holiday leave may not be accumulated and carried over into the next calendar year. Any unused floating holiday leave time remaining at the end of each calendar year, if any, shall be null and void unless approved by City Manager.

4. If an employee is unable to use Floating Holiday leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, the City Manager can authorize to carry over unused holiday leave balance for a period not to exceed six (6) months per fiscal year.

D. Floating Holiday Leave

1. New employees are not eligible to receive and use floating holiday leave until they have been continuously employed with the City for a period of one (1) month.

2. New employees appointed after the beginning of the calendar year are entitled to floating holiday leave at a rate of 1.54 hours per pay period of full-time employment.

E. Floating Holiday Leave — Reinstated Employees

Reinstated employees shall receive floating holiday leave credit for all prior service in the current year in ascertaining the number of hours usable and when they may be used.

F. Floating Holiday Leave — Terminating Employees

1. Terminating employees who have not used all the floating holiday leave that they are entitled to shall be paid off at the rate of 1.54 hours per pay period of full time employment in the current calendar year.

2. If the terminating employees have taken more floating holiday leave time than they are entitled to, the amount of time taken in excess shall be deducted from vacation, sick leave pay-off, or salary when final payroll checks are computed.

G. Limitations on Holiday Leave

Holiday leave shall not apply to any employee hired on a part-time, temporary, extra help, hourly, or daily basis. A temporary employee, who is filling a full-time position, during the absence of a regular employee on a military leave of absence for military duty, shall be entitled to the same holidays as a regular employee.

H. Paid Status Eligibility

Employees are eligible to receive holiday leave with pay only if they are in a "paid status" on the regularly scheduled workday or shift immediately preceding the holiday and the regularly scheduled workday or shift immediately following the holiday. "Paid status" includes vacation, sick leave, compensatory time, and injured on duty.

I. Observation of Friday and Sunday Holidays

1. For those employees whose normal workweek is Monday through Thursday, when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.

   When a holiday falls on a Friday, the preceding Thursday shall be deemed to be the holiday in lieu of the day observed.

J. Holidays Occurring on Regular Scheduled Day Off

For all other employees, when a holiday falls on a regularly scheduled day off, the employee shall be entitled to up to ten (10) hours leave time for the holiday based on the employee's regular work schedule. This time can be taken as either ten (10) hours "holiday in lieu" leave time or pay, at straight time at the employee's hourly rate of pay, at the discretion of the employee.

K. Holiday Scheduling

The City reserves the right to require employees to work on fixed holidays.

II. VACATION

A. Vacation Policy

It is the policy of the City that where possible employee vacations be taken annually in the year earned. The time during the year at which an employee may take vacation shall be determined by management, with due regard for the wishes of the employee and particular regard for the service needs of the City.

B. Vacation Leave Earned and Accumulated

Eligible employees shall earn and accumulate to a maximum vacation leave as follows:

Months of Service	Hours Accumulated Per Pay Period	Hours Accumulated Per Month	Maximum Accruals
1 — 12*	3.08	6.67	240
13 —108	4.62	10.00	280
109 —120	4.92	10.67	288
121— 132	5.23	11.33	296
133 — 144	5.54	12.00	304
145 — 156	5.85	12.67	312
157 +	6.15	13.33	320

* At completion of 12 months add 40 hours

C. Limitation — Vacation Leave Accrual

1. Employees shall not be allowed to accrue vacation leave beyond the stated maximums.

2. No employee shall lose earned vacation leave because of work urgency as approved by management. Work urgency is defined as the department's need to have the employee at work to perform duty assignments for a specified period of time.

3. If an employee has reached the maximum allowed unused vacation leave balance, and is unable to take vacation leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, and is not eligible to cash out vacation leave per the provisions of this Section, the Human Resources Director shall approve a waiver of the maximum allowed unused balance for a period not to exceed six (6) months per fiscal year.

D. Vacation Leave Accrual for Holidays

When a fixed holiday falls within a scheduled vacation period, absence on that day shall be charged to holiday hours. An employee must be on paid status on the day before and after the holiday to be compensated for the holiday.

E. Payment for Unused Vacation Leave Time at Termination

Any employee who is terminating his/her employment, shall be paid for accrued vacation leave time as of the effective date of termination.

F. Payment for Unused Vacation

1. Eligibility

Upon request of the employee and the department head and with approval of the City Manager, in order to address unusual or emergency conditions, an employee may be paid the straight time daily equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than forty (40) hours in any one calendar year, except as otherwise provided herein.

2. Mid-Management Unit Employees

a. Mid-Management Unit employees with less than five (5) years City service, exempt or non-exempt, may receive payment in lieu of up to eighty (80) hours of accumulated vacation time in any one fiscal year upon filing a written request with the Finance Department five days prior to requested date of issuance of the check, upon approval of their department head.

b. Mid-Management Unit employees with five (5) or more years of City service, exempt or non-exempt, may receive payment in lieu of up to one hundred twenty 120 hours accumulated vacation time in any one fiscal year upon filing a written request with the Finance Department five (5) days prior to requested date of issuance of the check, upon approval of their department head.

c. Employees must have a minimum of one hundred (160) hours of accumulated vacation hours to buy back vacation leave.

d. Vacation buy back may only occur twice during any fiscal year.

G. Vacation Leave — Reinstated/Reemployed Employees

Any employee who is reinstated or reemployed under the provisions of these rules shall accrue vacation at the same rate as prior to his/her termination.

H. Vacation Leave — New Employees

1. New employees — Upon completion of six (6) consecutive months of full-time service, may be credited with one-half of the annual earnings and may begin using such accrual. Thereafter, employees may use vacation as they complete each month of service.

2. Each Mid-Management employee shall be granted an additional forty (40) hours of vacation leave with pay, upon completion of one year of employment, at the employee's first anniversary date. Additional vacation, based on length of service, will accrue pursuant to these rules (see Article Five, Section II-B chart.)

III. ADMINISTRATIVE LEAVE — MID-MANAGEMENT

A. Amount of Administrative Leave

Mid-Management Unit employees, except Communications Supervisors and Deputy Fire Marshal, are eligible for a minimum of sixty (60) hours per year of Administrative Leave, pro-rata, based upon date-of-hire or entrance into a mid-management position effective January 1 of each year.

B. Additional Administrative Leave — Mid-Management Only

Additional Administrative Leave, based on the member's annual vacation earnings, may be granted by the Department Head. Such additional leave shall be calculated at the rate of up to twenty-five percent (25%) of the employee's annual earned vacation rate as of January 1 of each year.

C. Communications Supervisors — In Lieu of Administrative Leave

1. In lieu of Administrative Leave, Communications Supervisors shall receive overtime in accordance with the provisions of Article Three, Section V and VI.

D. Administrative Leave Policy

Employees may submit a request to the City Manager to carry over a maximum of forty (40) hours of unused Administrative Leave to the next calendar year; which must be used within six (6) months. Approval of requests are sole discretion of the City Manager.

IV. SICK LEAVE

A. Sick Leave Benefit

Sick leave is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article.

B. Sick Leave Earned

1. Employees shall accrue ninety-six (96) hours of sick leave per calendar year.

2. Following completion of thirty (30) calendar days of continuous frill-time service, each City employee shall accrue 3.69 hours per pay period of sick leave pay. Thereafter for each pay period of service in which the employee has worked or has been paid for one-half (1/2) or more of the actual number of working hours in a pay period, he/she shall continue to accrue hours of credit for sick leave with pay.

3. Sick leave may be used by new employees following thirty (30) calendar days of employment.

4. Unused sick leave may be accumulated without limit.

C. Reinstatement of Sick Leave

Any employee who is reinstated to full-time City employment shall be given full credit for his/her unused accumulated sick leave at the time of termination, provided, however, that no payoff for accumulated sick leave was received upon termination.

1. Upon reemployment, an employee who has separated employment in good standing will have sick leave time reinstated in amount accumulated at the time of separation up to a maximum of 320 hours. In the event that through the course of continued employment accumulated sick leave exceeds 320 hours, payoff for such excess accumulations shall be in accordance with

the payoff provisions of the program, but in no case shall the aggregate of such amount(s) exceed that provided by the policy.

D. Sick Leave Annual Payoff Program

The employee Sick Leave Annual Payoff Program shall be administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular employee.

2. Sick leave used by an employee during each calendar year will be charged against the employee's current year earnings.

3. The maximum amount of sick leave hours eligible to be cashed each calendar year at the employee's current hourly rate is sixty (60) hours.

4. Each employee must carry over to a sick leave "bank" a minimum of thirty-six (36) current year unused hours in December.

5. If thirty-six (36) hours per calendar year of unused sick leave are not available, the number of unused hours must be carried over to the sick leave bank.

6. For employees with a minimum of seventy-six (76) hours of unused current year sick leave accrual, all hours above seventy-six (76) to a maximum of ninety-six hours of the current year's annual sick leave will automatically be transferred to the employee's RHS account.

7. Employee may opt to receive cash payment for any hours of unused current year sick leave accrual between thirty-six (36) and seventy-six (76) hours or leave these hours in their sick leave bank.

8. To qualify for this program, employees shall not be allowed to charge sick leave to other forms of paid leave.

E. Sick Leave Payoff Upon Termination

Mid-Management employees hired before July 1, 2018, upon termination of over three years of full-time salaried City service, other than by discharge, shall be paid for one third (1/3) of all sick leave accrued to the time of such termination at current compensation to a maximum of 400 hours and the remaining sick leave hours may be converted to CalPERS service credit as pursuant to CalPERS regulations. For those employees hired on or after July 1, 2018, such employees may covert unused sick leave hours upon termination to CalPERS service credit as pursuant to CalPERS regulations.

F. Use of Sick Leave

1. Approval

Sick leave can only be granted upon the approval of management or his/her designee in the case of bona fide illness or injury of the employee or in the event of the care or attendance of serious illness or death of a member of the employee's immediate family.

Employees may use sick leave for medical, dental, and vision care appointments but are encouraged to schedule such appointments that are non-emergency or routine on regular days off when possible. When using sick leave for non-emergency medical, dental, and vision care appointments employees will provide as much advanced notice as possible to the supervisor and attempt to schedule the appointments at a time so as to be the least disruptive to the work operations i.e. at the beginning or end of the shift.

2. Physician's Certificate on Use of Sick Leave

Management may require evidence in the form of a physician's certificate, or written statement, as to reason for any employee's absence of two (2) or more consecutive working days for which sick leave was requested. A failure to supply or provide said certificate or written statement shall be grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.

3. Physical Examination May be Required

Any employee absent from work, due to illness or accident, may be required by management to submit to and successfully complete a physical examination before returning to active duty. The physical examination will be conducted by a physician of the City's choice, with all costs to be paid by the City.

G. Use of Sick Leave — Care of Immediate Family

1. No more than forty-eight (48) hours of sick leave within any calendar year may be granted to an employee for the care or attendance upon members of his/her immediate family.
2. The phrase "immediate family," for the use of sick leave, is defined as spouse, domestic partner, parent, grandparent, brother, sister, child, stepchild, grandchild, and in-laws.

H. Temporary Disability

1. A City employee who is entitled to temporary disability indemnity under Division 4, Part 2, Ch. 2 of the California Labor Code may elect to take that number of days or portions of days of his/her accumulated sick leave, or his/her accumulated vacation, as when added to his/her disability indemnity will result in payment to him/her of his/her full salary.

2. When his/her accumulated sick leave, or vacation, or both are exhausted, he/she is still entitled to receive disability indemnity.

I. Sick Leave Limitations

No employee shall be entitled to sick leave with pay while absent from duty on account of the following causes:

1. Sickness or disability sustained while on leave of absence, other than regular vacation leave or sick leave.

2. Disability or illness arising from compensated employment other than with the City of West Covina.

J. Sick Leave During Vacation

Sick leave shall not be used in lieu of or to extend vacation leave. However, an employee who becomes seriously ill on an approved vacation may contact his/her department head and request that sick leave be granted in lieu of vacation for the period of illness. Management has discretion in approving or disapproving such request.

K. Holiday During Sick Leave

Observed holidays occurring during sick leave shall not be deducted from employee's sick leave time.

L. Use of Sick Leave to Offset Disability Retirement

No employee shall use sick leave days to offset the date of disability retirement. The effective date of disability retirement shall be as soon as practicable alder the City's physician has determined that the employee can no longer perform the duties of his/her or an alternate position.

V. WORK RELATED DISABILITY LEAVE

A. Injury/Illness Arising Out Of and In The Course of Job Duties

Whenever employees of the City are disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, they shall be entitled, regardless of their period of service with the City, to leave of absence while so disabled, without loss of salary.

B. Temporary Disability Compensation

1. Temporary disability compensation, if any, being considered as and credited to salary for this purpose — for the period of such disability, but not exceeding one (1) year, or until such earlier date as they are determined

to be permanent and stationary and unable to return to their usual and customary duties.

2. The leave of absence hereby granted shall be in addition to, and shall not be charged to or deducted from, accumulated sick leave except as provided here.

3. Such leave, however, shall not be paid for more than three (3) days unless and until such employees are determined by the City to be legally entitled to receive benefits under the Workers' Compensation Law of the State of California based upon such injury or illness. When and while applicable, this section shall supersede the provisions of the Grievance Procedure.

C. Salary Step Increases During Leave

Relative to unit employees, (1) promotion or step increases which would have come due during a disability leave shall take effect upon the day the employee returns to regular duties in accordance with existing rules; (2) holidays occurring during disability shall not be counted as disability leave days, but shall be considered as holidays for which time off has been utilized; and (3) vacation and sick leave benefits shall continue to accrue during periods of industrial disability leaves.

D. Review of Safety Committee

The first three (3) work days of absence of unit employees due to a disability shall be charged to the employee's usable accumulation of sick leave or other time off benefits; provided, however, that the Safety Committee or its sub-committee, upon request of the employee, shall review the circumstances of the injury. If the

Safety Committee rules that the employee had no possible opportunity to prevent or reduce the injury through any alternative action, disability time off charged to the employee's time off benefits may be restored. Such restorations shall be limited to causes where no danger could have been anticipated or precautions and actions taken by the employee to prevent or reduce the injury. Appeal of Safety Committee determinations provided for in this section shall be made to the City Manager, whose decision shall be final.

VI. BEREAVEMENT LEAVE

Bereavement leave up to forty (40) hours per occurrence will be available to an employee in the event of the death of said employee's immediate family member, which is defined as a grandparent, parent, spouse, domestic partner, in-laws, child, stepchild, grandchild, brother, or sister. If additional bereavement leave is necessary, sick leave may be used as approved by the Department Head. Evidence of proof may be requested.

VII. MILITARY LEAVE

A. State Military and Veteran's Code

Military leave with pay shall be granted in accordance with Section 395 of the State Military and Veteran's Code.

B. Inactive Military Service

1. Any unit employee who is on inactive duty such as scheduled reserve drill periods, and who has been in the service of the City for a period not less than one year immediately prior to the day on which the absence begins shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any such absence.

2. Pay for such purposes shall not exceed thirty (30) days in any one year of City service. All service of said public employee in the recognized military service shall be counted as City service.

3. The City may grant a military leave of absence without pay for an indefinite period of time to any employee who is called into active military service even though the employee does not meet the one (1) year of continuous service requirements.

C. Active Military Service

1. Each full time officer or employee of the City who has been or is called to active military service with the Armed Forces of the United States in connection with the activation of the Military Reserves shall be entitled to military leave with full pay for the period of absence on military service in excess of the period covered by said Rule 10, Section 10.26.
2. The amount of pay each such employee shall be entitled to receive from the City for said additional period of military leave shall be the difference between the gross pay and allowances actually received by the officer or employee from the Unites States for such service and the gross wages that said employee would have received from the City Of West Covina if he or she had not been called to active military duty, subject to all necessary and appropriate deductions and withholdings.

3. The City shall also provide continued health and dental benefits to the employees' dependents, provided that the dependents were covered for those benefits prior to the employee being called to active duty. Further, contributions to deferred compensation from the Cafeteria Plan shall not be made during the time of activation.

4. The City shall not pay any wage or benefit provided for in this resolution until and unless the officer or employee who requests such payment provides satisfactory proof and documentation of eligibility to receive payment in accordance with procedures established by the City Manager.

VIII. JURY DUTY

A. Jury Duty Policy

No deductions shall be made from the salary of an employee while on jury duty if he/she has waived or remitted to the City the fee for jury duty paid for hours the employee is scheduled to work. If he/she has not so waived or remitted the jury fee, he/she shall be paid only for the time actually worked in his/her regular position. An employee accepted for jury duty shall immediately notify management in writing whether or not he/she waives or remits his/her jury fee to the City.

B. Jury Fees Returned to the City

The City will grant an employee required to serve on jury duty, or to report for examination to serve on jury duty, up to a maximum of one hundred sixty (160) hours paid leave for such purposes during any three (3) consecutive years of employment. All fees received by the employee for jury duty, exclusive of mileage, shall be remitted to the City. City Administrative procedures will govern further details of this program.

IX. FAMILY CARE LEAVE

A. Birth or Adoption

Leaves due to pregnancy or subsequent to the birth or adoption of a child for parental care purposes, will be granted for a reasonable period of time by the City Manager, provided such period, including paid leave and leave without pay, shall not exceed four months. Such leave shall not be conditioned on whether the employee is medically disabled but must be directly associated with the birth or adoption of a child.

B. Family Illness

Leaves due to serious health condition of a covered family member as defined under applicable California and federal law of an employee may be granted for a reasonable period of time by the City Manager, provided such period including paid and unpaid leave, shall not exceed twelve (12) weeks in any twelve (12) month period. Only those employees with at least one year of continuous City employment shall be eligible. Certification from a health care provider that the employee's leave is necessary and the prospective length of such leave may be required upon request. Family care leave shall be administered in a manner consistent with Sections 12945, 12945.2 and 19702.3 of the California Government Code. California law shall prevail unless preempted by federal law.

C. Use of Paid Leave

1. Paid benefit time such as vacation, personal leave days, compensatory time and administrative leave may be taken during any family leave period so long as the total time off does not exceed twelve (12) weeks. Such leave must be used prior to an employee taking leave without pay except during the disability period of a female employee which is in conjunction with the

birth of a child. Sick leave may only be used during the disability period or as provided under Personnel Rules. All employees on family care leave are entitled to return to the same or comparable position.

2. More specific details on the Family Medical Leave Policy is set forth in the City's Administrative Policy on the subject (dated 1/3/94 & 4/6/94) and as amended thereafter and City Personnel Rules.

X. SPECIAL LEAVE OF ABSENCE WITH PAY

When an employee has exhausted all sick leave and vacation time to which he/she is entitled, the City Council may, upon showing of good cause and justifiable and deserving circumstances, grant to such employee a leave of absence with pay for a period not exceeding six (6) months and subject to such conditions as the City Council may deem advisable. If the special leave of absence request is in relation to an employee's disability accommodation, then the leave shall be determined through the interactive process on a case-by-case basis. If temporary disability payments are paid to such employee during any such leave of absence with pay, they shall be credited to and considered a part of his/her salary, and the City shall pay only the difference which when added thereto would equal his/her full salary.

XI. LEAVES OF ABSENCE WITHOUT PAY

A. Unauthorized Absence — Automatic Termination

Any employee absent from his/her job for more than two (2) working days without prior permission of the department head, shall be considered to have

automatically terminated his/her employment with the City, unless such leave is extended as approved by management for mitigating circumstances.

B. Unauthorized Absence — Other Disciplinary Action

Any unauthorized absence may be cause for disciplinary action.

C. Authorized Absence

1. Upon the request of the employee and the recommendation of the appointing authority, a leave of absence without pay may be granted by the Council or City Manager to an employee, who immediately preceding the effective date of such leave, shall have completed at least one (1) year of continuous service.

2. An employee shall not be entitled to a leave of absence as a matter of right, but only upon good and sufficient reason.

3. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

D. <u>Leave of Absence Without Pay – Duration</u>

1. Request for leave of absence without pay shall be made as prescribed by the Human Resources Director, and shall state specifically the reasons for the request, the date when leave is desired to begin, and the probable date of return to work.

2. The Human Resources Director may approve the request of leave of absence without pay, of one hundred twenty (120) calendar days or less upon the recommendation of Department Head.

3. The City Manager may approve, upon recommendation of the Department Head, requests of more than one hundred twenty (120) calendar days, not to exceed one (1) full year.

4. The City Manager may later, due to mitigating circumstances, extend such leave of absence without pay for one (1) additional full year with the approval of the Department Head.

5. A physician statement shall be required of any employee who requests leave of absence without pay as a result of medical conditions.

6. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

E. <u>Leave of Absence — Employee Injured on Job</u>

The City Council may grant a leave of absence without pay for an indefinite period of time to any employee who is injured on the job, or has a serious illness even though the employee does not meet the one-year of continuous service requirements.

F. <u>Accrual of Benefits</u>

Leave of absence without pay granted by the City shall not be construed as a break in service of employment, and rights accrued at the time leave is granted shall be retained by the employee; however, vacation credits, sick leave credits, increases in salary and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee reinstated after leave of absence without pay shall receive the same step in the salary range he/she received when he/she began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's

salary anniversary date shall be set forward one month for each thirty (30) consecutive leave days taken.

XII. FAILURE TO RETURN FROM LEAVE

A. Failure of the employee to return to his/her employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service of that employee, unless such leave is extended as approved by management for mitigating circumstances.

B. The City reserves the right to revoke or cancel any authorized leave for reasons, which the City finds to be sufficient.

ARTICLE SIX

GENERAL PROVISIONS

I. WAIVER PROVISION ON BARGAINING DURING TERM AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the terms of this Agreement, the Association hereby agrees not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Memorandum of Understanding.

During the term of this Agreement, the parties agree to meet and confer regarding updates to various policies and rules when requested by the City.

II. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national or local emergency, or similar circumstances as determined by management, the provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet with the City regarding the impact on employees of the suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

A. MOU Remains in Full Force and Effect

Should any article, section, subsection, subdivision, sentence, clause, phrase or provision of this Memorandum of Understanding be found in conflict or inconsistent with such applicable provisions of Federal or State law or otherwise held to be invalid, unenforceable, inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

B. Successor Provision

In the event any provision shall have been found to be inoperative, void or invalid as aforementioned, the City and the Association shall, upon the request of either party, meet and confer in an effort to agree upon a successor provision.

IV. PROVISIONS OF MEMORANDUM

A. Sole and Entire Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and Memorandums of Understanding, oral or written, expressed or implied, between the parties, and shall govern their entire relationship of any and all rights or claims which may be

asserted hereunder or otherwise. This Memorandum of Understanding is not intended to cover any matters preempted by Federal or State law.

The Parties reached agreement on a consolidated MOU to include all mutually agreed side letters signed between 2016 and 2020 with the intention of maintaining the existing terms and conditions of employment contained in the July 1st 2014 to June 30, 2015 MOU except as modified by said side letters and this MOU. Unless the Parties agreed otherwise in this MOU, if the terms and conditions contained in the consolidated MOU differ from those established in one or more of the side letters or in the July 1, 2014 to June 30, 2015 MOU, the terms of the former will prevail and the Parties will meet to correct the issue in the consolidated MOU. This paragraph is intended only to cover the initial term of the consolidated MOU and will become ineffective on June 30, 2024.

B. Personnel and Departmental Rules

1. It is understood and agreed that there exist within the City, in written form, Personnel and Departmental Rules.

2. Except as specifically modified by this Memorandum of Understanding (MOU) these rules and regulations and any subsequent amendments thereby, shall be in full force and effect.

3. Before any new or subsequent amendments to these Personnel and/or departmental rules and regulations which directly affect wages, or significantly alter hours, and terms and conditions of employment are implemented, the City shall meet with the Association regarding such changes.

4. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met with the Association as required.

V. AMENDMENTS TO MEMORANDUM OF UNDERSTANDING

The provisions of this Memorandum of Understanding can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the designated representatives of the City and the Association.

VI. NOTICE OF FUTURE MEET AND CONFER

The City of West Covina and the Association shall endeavor to meet and confer five (5) months prior to the expiration of the current MOU.

VII. RATIFICATION AND IMPLEMENTATION

A. ACKNOWLEDGEMENT

The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by those Association members voting who are in classifications requested by each Association set forth in this Agreement and adopted in the form of a resolution by the City Council.

B. Mutual Recommendation

This Agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits, and other terms and conditions of employment for unit employees represented by each Association.

C. Ratification

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and the Association and entered into on November __, 2021.

D. Term of Memorandum of Understanding

The term of this Memorandum of Understanding shall be for a period of three (3) years, commencing on July 1, 2021, and terminating after June 30, 2024.

PARTIES TO THE AGREEMENT

Mid-Management Employees Association

Kelly McDonald, President
Mid-Management Employees Association

Mike Cresap, Vice-President
Mid-Management Employees Association

City of West Covina

David Carmany, City Manager

Helen Tran, Director of Human Resources / Risk Management

APPENDIX "A"

CITY OF WEST COVINA MID-MANAGEMENT EMPLOYEE UNIT

The following are those classifications that have been recognized by the City to be assigned to the Mid-Management Unit:

JOB TITLES/CLASSIFICATIONS

Accounting Manager
Assistant Finance Director
Assistant to the City Manager
Code Enforcement Manager
Code Enforcement Supervisor
Communications Manager *
Communications Supervisor *
Community Services Manager
Deputy Fire Marshal *
Economic Development/Housing Manager
Economic Development Project Coordinator
Fire Marshall
Human Resources Analyst I, II
Human Resources Manager
Information Technology Analyst I, II
Information Technology Manager
Management Analyst I, II
Park Maintenance Supervisor
Planning Manager
Police Administrative Services Manager
Police Records Supervisor
Principal Planner
Public Services Manager
Public Services Superintendent
Purchasing Manager
Recreation Services Supervisor
Recreation Superintendent
Senior Citizens Services Supervisor
Senior Planner
Street Maintenance Supervisor

* Communications Managers, Communications Supervisors, and the Deputy Fire Marshal receive overtime pay and do not qualify for Administrative Leave benefits.

Appendix "B"

MIDDLE MANAGEMENT SALARY SCHEDULE

Effective November 13, 2021 - 8% COLA						
POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Accounting Manager	MM025	$ 6,685				$ 9,027
Assistant Finance Director	MM455	$11,848	$12,439	$13,051	$13,715	$14,401
Assistant to the City Manager	MM132	$6,975				$9,417
Code Enforcement Manager	MM308	$7,545				$10,219
Code Enforcement Supervisor	MM465	$5,358				$7,233
Communications Manager	MM461	$6,228				$8,305
Communications Supervisor	MM460	$5,182				$6,998
Community Services Manager	MM300	$6,227				$8,407
Deputy Fire Marshal	MM133	$5,951				$7,233
Economic Development / HSG	MM040	$7,544				$10,185
Economic Development Project Coordinator	MM134	$5,671				$7,656
Fire Marshal	MM135	$6,976				$9,417
Human Resources Analyst I	MM304	$4,956				$6,694
Human Resources Analyst II	MM305	$5,419				$7,316
Human Resources Manager	MM306	$7,545				$10,219
Information Technology Analyst I	MM492	$5,664				$7,585
Information Technology Analyst II	MM493	$7,585				$8,342
Information Technology Manager	MM491	$8,294				$10,481
Management Analyst I	MM320	$4,554				$6,146
Management Analyst II	MM130	$5,671				$7,656
Park Maintenance Supervisor	MM530	$5,389				$7,276
Planning Manager	MM020	$8,000				$10,800
Police Administrative Services Manager	MM131	$6,693				$9,034
Police Records Supervisor	MM060	$5,349				$7,220
Principal Planner	MM265	$6,727				$9,083
Public Services Manager	MM035	$6,968				$9,407
Public Services Superintendent	MM302	$8,200				$11,070
Purchasing Manager	MM225	$5,959				$8,046
Recreation Services Supervisor	MM030	$5,037				$6,801
Recreation Superintendent	MM301	$6,105				$8,243
Senior Citizen's Services Supervisor	MM390	$5,037				$6,801
Senior Planner	MM020	$5,862				$7,914
Street Maintenance Supervisor	MM345	$5,491				$7,413

Appendix "B"

MIDDLE MANAGEMENT SALARY SCHEDULE

Effective July 1, 2022 - 3% COLA						
POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Accounting Manager	MM025	$ 6,886				$ 9,297
Assistant Finance Director	MM455	$12,203	$12,813	$13,442	$14,126	$14,833
Assistant to the City Manager	MM132	$7,184				$9,699
Code Enforcement Manager	MM308	$7,771				$10,526
Code Enforcement Supervisor	MM465	$5,519				$7,450
Communications Manager	MM461	$6,415				$8,554
Communications Supervisor	MM460	$5,337				$7,208
Community Services Manager	MM300	$6,414				$8,659
Deputy Fire Marshal	MM133	$6,129				$7,450
Economic Development / HSG	MM040	$7,770				$10,491
Economic Development Project Coordinator	MM134	$5,841				$7,886
Fire Marshal	MM135	$7,185				$9,699
Human Resources Analyst I	MM304	$5,105				$6,895
Human Resources Analyst II	MM305	$5,582				$7,535
Human Resources Manager	MM306	$7,771				$10,526
Information Technology Analyst I	MM492	$5,833				$7,812
Information Technology Analyst II	MM493	$7,812				$8,592
Information Technology Manager	MM491	$8,543				$10,796
Management Analyst I	MM320	$4,691				$6,331
Management Analyst II	MM130	$5,841				$7,886
Park Maintenance Supervisor	MM530	$5,551				$7,494
Planning Manager	MM020	$8,240				$11,124
Police Administrative Services Manager	MM131	$6,894				$9,305
Police Records Supervisor	MM060	$5,510				$7,436
Principal Planner	MM265	$6,929				$9,355
Public Services Manager	MM035	$7,177				$9,689
Public Services Superintendent	MM302	$8,446				$11,402
Purchasing Manager	MM225	$6,138				$8,287
Recreation Services Supervisor	MM030	$5,188				$7,005
Recreation Superintendent	MM301	$6,288				$8,490
Senior Citizen's Services Supervisor	MM390	$5,188				$7,005
Senior Planner	MM020	$6,038				$8,152
Street Maintenance Supervisor	MM345	$5,655				$7,636

Appendix "B"

MIDDLE MANAGEMENT SALARY SCHEDULE

Effective July 1, 2023 - 3% COLA						
POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Accounting Manager	MM025	$ 7,092				$ 9,576
Assistant Finance Director	MM455	$12,569	$13,197	$13,846	$14,550	$15,278
Assistant to the City Manager	MM132	$7,399				$9,990
Code Enforcement Manager	MM308	$8,004				$10,841
Code Enforcement Supervisor	MM465	$5,684				$7,673
Communications Manager	MM461	$6,608				$8,811
Communications Supervisor	MM460	$5,497				$7,425
Community Services Manager	MM300	$6,607				$8,919
Deputy Fire Marshal	MM133	$6,313				$7,673
Economic Development / HSG	MM040	$8,003				$10,806
Economic Development Project Coordinator	MM134	$6,016				$8,122
Fire Marshal	MM135	$7,401				$9,990
Human Resources Analyst I	MM304	$5,258				$7,101
Human Resources Analyst II	MM305	$5,749				$7,761
Human Resources Manager	MM306	$8,004				$10,841
Information Technology Analyst I	MM492	$6,008				$8,047
Information Technology Analyst II	MM493	$8,047				$8,850
Information Technology Manager	MM491	$8,800				$11,120
Management Analyst I	MM320	$4,832				$6,521
Management Analyst II	MM130	$6,016				$8,122
Park Maintenance Supervisor	MM530	$5,717				$7,719
Planning Manager	MM020	$8,487				$11,458
Police Administrative Services Manager	MM131	$7,100				$9,584
Police Records Supervisor	MM060	$5,675				$7,659
Principal Planner	MM265	$7,137				$9,636
Public Services Manager	MM035	$7,393				$9,980
Public Services Superintendent	MM302	$8,700				$11,744
Purchasing Manager	MM225	$6,322				$8,536
Recreation Services Supervisor	MM030	$5,344				$7,215
Recreation Superintendent	MM301	$6,477				$8,745
Senior Citizen's Services Supervisor	MM390	$5,344				$7,215
Senior Planner	MM020	$6,219				$8,396
Street Maintenance Supervisor	MM345	$5,825				$7,865

AGENDA ITEM NO. 10

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 2, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA CONFIDENTIAL EMPLOYEES' ASSOCIATION (WCCEA)

RECOMMENDATION:

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

> **RESOLUTION NO. 2021-111 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE CITY OF WEST COVINA CONFIDENTIAL EMPLOYEES' ASSOCIATION REPRESENTED BY CITY EMPLOYEES ASSOCIATES (CEA)**

BACKGROUND:

Under California law, the Meyers-Milias-Brown Act (MMBA) of 1968 established collective bargaining for California municipalities. Collective bargaining is the process by which workers, through their associations, and employers negotiate contracts to determine terms of employment, including pay, benefits, hours, leave, and job health & safety policies.

The Memorandum of Understanding between the City and the City of West Covina Confidential Employees' Association (WCCEA) represented by City Employees Associates (CEA) expired on June 30, 2021. The City and representatives for the WCCEA met and conferred on seven (7) occasions and have reached an agreement on a comprehensive Memorandum of Understanding.

DISCUSSION:

The City and WCCEA represented by City Employees Associates have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Code § 3500 regarding terms and conditions of employment, including wages, benefits and hours. After having met and conferred a total of seven (7) sessions, the City and the WCCEA have memorialized an agreement regarding wages, benefits, hours, and other terms and conditions of employment in a Memorandum of Understanding (MOU) for the period of July 1, 2021 through June 30, 2024, which is attached to this report as Attachment No. 2.

The following changes to the existing labor agreement are agreed upon to be incorporated into the successor agreement and would become effective upon ratification of the MOU by the City Council. All other provisions from the existing agreement are proposed to remain in the agreement without changes.

1. Term – 3 years (through June 30, 2024).

2. Salary Increase (Article 2- Salaries and Compensation) – Effective the first full pay period following ratification of the MOU and not earlier, the base salary shall increase by 8%; effective the first full pay period following July 1, 2022, the base salary shall increase by 3%; effective the first full pay period following July 1, 2023, the base salary shall increase by 3%.

3. Cost-Sharing (Article 2, Section V- PERS Retirement Benefits) – Effective the first full pay period following ratification of the MOU and not earlier, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2022, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2023, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f). The City and WCCEA agree that should the MOU expire without a successor agreement in place, the cost sharing contribution as described above shall continue.

4. One-time Non-PERSable Pay – Within 45 days after ratification of the MOU, employees shall receive a one-time non-PERSable pay of $3,000.00. Should a group other than a public safety group (Police or Fire) receive a greater one-time non-PERSable pay during the term of the MOU, employees shall receive that same level of one-time pay. The employees will receive the one-time payment on a check separate from their paycheck.

LEGAL REVIEW:

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

Prepared by: Helen Tran, Director of Human Resources/Risk Management Department

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Fiscal Impact

FISCAL IMPACT:

Objective 8 of the Financial Recovery Plan contemplates that the City will meet and confer regarding negotiation of employee union agreements to review CPI, the City's ability to pay, and labor market competitiveness on a total compensation basis. Under this agreement, the employees will contribute an additional 3% of compensation towards pension.

Attachments

Attachment No. 1 - Resolution No. 2021-111

Attachment No. 2 - Exhibit A (Confidential MOU)

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Financial Recovery Plan/Corrective Action

ATTACHMENT NO. 1

RESOLUTION NO. 2021-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA CONFIDENTIAL EMPLOYEES' ASSOCIATION REPRESENTED BY CITY EMPLOYEES ASSOCIATES (CEA)

WHEREAS, the City of West Covina, hereinafter referred to as the "City," and the West Covina Confidential Employees' Association represented by City Employees Associates, have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Code § 3500; and

WHEREAS, the meet and confer process is a process that can result in an agreement between employees, through their associations, and the City regarding terms and conditions of employment, including wages, benefits and hours; and

WHEREAS, the City and the West Covina Confidential Employees' Association represented by City Employees Associates have memorialized their agreement regarding wages, benefits, hours and other terms and conditions of employment in a Memorandum of Understanding for the period of July 1, 2021 through June 30, 2024, which is attached hereto as Exhibit "A".

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

SECTION 1. The Memorandum of Understanding between the City and the West Covina Confidential Employees' Association represented by City Employees Associates, attached hereto as Exhibit "A," is hereby approved.

SECTION 2. The City Manager is authorized to sign the Memorandum of Understanding.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 2nd day of November, 2021.

_____

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-111 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of November 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

ATTACHMENT NO. 2 - Exhibit "A"

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF WEST COVINA

AND

CITY OF WEST COVINA

CONFIDENTIAL EMPLOYEES' ASSOCIATION

JULY 1, 2021 THROUGH JUNE 30, 2024

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ARTICLE ONE
RIGHTS AND RESPONSIBILITIES

I. PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as MOU or Agreement interchangeably) has been prepared pursuant to the terms of the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and the West Covina Personnel Rules, as amended, which is hereby incorporated by reference. This Agreement has been executed by representatives of the City of West Covina (hereinafter referred to as "City") on behalf of the City; and the Representatives of the West Covina Confidential Employees Association, (hereinafter referred to as "Confidential Employees' Association or WCCEA", representing the Confidential Employees; and pursuant to Government Code 3500, as amended, et seq., and hereby satisfies the City's duty to meet and confer with the Association during the life of this Agreement.

II. GENDER

The terms "they" and "their" may be used in this agreement as substitutes for the terms "his", "hers", "his/her", "he", "she", or other terms which would indicate masculine or feminine gender.

III. RECOGNITION

A. WCCEA Recognized Employee Organization - Confidential Employees

Pursuant to the provisions of the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and the West Covina Personnel Rules, as amended, the City recognizes the West Covina Confidential Employees Association, representing the Confidential Employees.

B. Exclusions

Those classifications and positions excluded include employees designated as executive, management, public safety, or hourly.

C. Classifications Recognized

Specific classifications recognized by the City of West Covina being represented by the West Covina Confidential Association are listed in Appendix "A".

IV. ASSOCIATIONS AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Association and Employee Rights

The City and the Association shall comply with the provisions of Government Code section 3500, et seq., as amended, or any subsequent State law governing meet and confer rights of employee organizations. The parties further agree that during the term of this Memorandum of Understanding, each party shall retain those rights

respectively vested by local, state and federal law, which cannot otherwise be waived by this Agreement.

B. Payroll Deduction

1. The City shall, during the term of this Agreement, and in a manner consistent with applicable law, deduct monies for membership dues on a semi-monthly basis (over 24 pay periods) from unit employees whose classification and position are recognized to be represented by the Association and who voluntarily authorize the deduction in writing, or on forms approved by the City.

2. The City shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days after receiving the request.

3. The City shall remit to the recognized employee organization the monies from authorized deductions made in accordance with procedures set forth by the City.

4. In the event the employee shall not be entitled to any pay for the first pay period of any month, such deduction shall be made from the wages of such employee earned in the next succeeding pay period in said month. If such employee shall not be entitled to any pay during the succeeding pay period in said month, the City shall not make dues deduction thereafter in respect to the dues of said employee for said month.

C. Indemnification

The Association shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all damages and legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

D. Association Benefit Plans - Dues

The City will allow employees to add an amount of money, to pay for Association sponsored benefits plans, to the lump sum semi-monthly (24 pay periods) deduction for Association dues.

E. Association Representation Responsibilities

The Association agrees and shall assume its responsibilities as recognized designated representative to represent all unit employees without discrimination, interference, restraint, or coercion, and to comply with exclusive representation responsibilities as set forth in the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and Personnel Rules, as amended.

F. Association Release Time — Time Off For Meeting and Conferring

1. The City and Association recognize that it is of benefit both to the City and Association that representatives designated by the Association to serve as the Association negotiating committee be granted leave from duty with full pay during scheduled working hours to participate in meet and confer sessions as requested by the City.

2. The Association negotiating committee shall be allowed release time as approved by management in order to prepare for meet and confer sessions required for subsequent new Memoranda of Understanding.

3. Individual negotiating committee members shall give management as much advance notice as possible about the dates, times, and duration of the requested release time.

4. Unless otherwise agreed to by both parties, the negotiating teams for the Association shall not exceed three (3) members each.

5. Full pay, as stated, shall mean the employee's current base salary, fringe benefits, and any assigned merit pay.

6. Each party shall provide the other a list of representatives at least two weeks prior to the date set for meeting and conferring unless both parties agree such notice is impractical.

G. Release Time-Grievances

Representatives of the Association shall be granted reasonable release time from their assigned work as approved by management to provide representation services such as grievance matters.

H. Bulletin Boards

1. The City may permit the Association to use certain designated bulletin boards approved by Management located at City facilities to post Association-related information including reasonable use of e-mail or fax.

2. The Association agrees to continually self-monitor all information posted on bulletin boards to ensure they are maintained in an orderly manner. All materials posted should be dated and maintained in an orderly manner.

3. No item(s) that can reasonably be interpreted as inflammatory, libelous, obscene, or slanderous may be posted on bulletin boards.

VI. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Management Rights

The City continues to reserve, retain, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been

expressly abridged by specific provisions of the Memorandum of Understanding or by law, to manage the City for the citizens of West Covina, as such rights existed prior to the execution of the Memorandum of Understanding. The City continues to reserve and retain solely and exclusively all rights of management, including those City rights set forth in the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and Personnel Rules, as amended, and including but not limited to the following rights:

1. To manage the City and to determine policies and procedures and the right to manage the affairs of the City.

2. To take into consideration the existence or non-existence of facts which are the basis of the management decision.

3 To determine the necessity, organization, implementation and termination of any service or activity conducted by the City or other governmental jurisdictions, and to expand or diminish services.

4. To determine nature, manner, means, type, time, quantity, quality, technology, standards, level, and extent of services to be provided to the public.

5. To determine methods of financing.

6. To determine quality, quantity, and types of equipment or technology to be used.

7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, operations to be performed, organizational structure, size, and composition of the work force and allocate and assign work by which the City operations and services are to be conducted.

8. To plan, determine, and manage the City budget which includes, but is not limited to, changes in the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including the right to contract for or subcontract any work or operation of the City.

9. To assign work to and schedule employees in accordance with requirements as determined by the City as to work hours and changes to work hours, schedules, including call back, standby, and overtime, and assignments except as otherwise listed by this agreement.

10. To lay off employees of the City from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive or not cost effective as determined by the City.

11. To establish and modify goals and objectives related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and require compliance thereto.

12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reprimand, reduce or withhold salary increases and benefits, and otherwise discipline employees for cause.

13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reallocate and reclassify employees.

14. To hire, transfer intra- or inter-division, promote, reduce in rank, demote, reallocate, and terminate employees and take other personnel action for non-disciplinary reasons in accordance with this Agreement and Personnel Rules.

15. To determine policies, procedures, and standards for selection, training, and promotion of employees.

16. To establish employee performance standards, including quality, and quantity standards, and to require compliance therewith.

17. To maintain order and efficiency in its facilities and operations.

18. To establish, implement, and/or modify rules and regulations, policies and procedures related to productivity, performance, efficiency, standards of ethics, conduct, safety, health, and order in the City and to require compliance therewith.

19. To restrict the activity of an employee organization on City property and facilities and on City time except as set forth in this agreement.

20. To determine the issues of public policy and the overall goals and objectives of the City's divisions and to take necessary action to achieve the goals and objectives of the City's Departments.

21. To require the performance of other services not specifically stated herein in the event of emergency or disaster as deemed necessary by the City.

22. To take any and all necessary steps and action to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or any other time deemed necessary by the City not specified above.

B. <u>Authority of Third Party Neutral</u>

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with City. No third party neutral shall have the authority to diminish any of the management rights, which are included in this Agreement.

C. Impact of Management Rights

The City agrees to meet with the Association, except in emergencies as defined elsewhere in this Agreement, over the exercise of a management right which significantly and directly impacts upon the wages, hours, and terms and conditions of employment of unit employees, unless remedies for the impact consequences of the exercise of a management right upon unit employees are provided for in this Agreement, Personnel Rules, Administrative Policies, or Departmental Rules.

VII. NO STRIKE/JOB ACTION PROVISION

In addition to all no strike/job action provisions and penalties in the West Covina Municipal Code or Personnel Rules, the following provisions shall apply.

A. Prohibited Conduct

The Association, its officers, agents, representatives, and/or members when on duty, agree they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, blue flu, pretended illness, or engage or honor any other form or types of job action by unit employees or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization.

B. Employee Termination

Any employee who participates in any conduct prohibited in Section A above shall be considered an unauthorized absence and shall be subject to discharge or other disciplinary action by the City, regardless of whether the Association carries out in good faith its responsibilities set forth below.

C. Association Responsibilities

1. In the event that the Association, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in A, Prohibited Conduct above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in A, Prohibited Conduct, above, and return to work.

2. If the Association performs all of the responsibilities in good faith set forth in C (1) above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of A, Prohibited Conduct above.

ARTICLE TWO
SALARY AND COMPENSATION

I. SALARY SCHEDULE

Effective the first full pay period following ratification of the MOU and not earlier, the base salary shall increase by 8%; effective the first full pay period following July 1, 2022, the base salary shall increase by 3%; effective the first full pay period following July 1, 2023, the base salary shall increase by 3%.

One-time NonPERSable Pay – Within 45 days after ratification of the MOU, employees shall receive a one-time non-PERSable pay of $3,000.00 (Three Thousand Dollars). Should a group other than a public safety group (Police or Fire) receive a greater one-time non-PERSable pay during the term of the MOU, employees shall receive that same level of one-time pay. The employees will receive the one-time payment on a check separate from their paycheck.

II. SALARIES ROUNDED OFF

All salaries shall be rounded to the nearest whole dollar.

III. SALARY ADMINISTRATION

A. Specific Information in Personnel Rules

Specific detailed information dealing with such subjects as salary anniversary dates, increases within the salary range, salary on appointments and other related types of salary administration issues are set forth in the City Personnel Rules.

B. Effective Date of Step Increases and Extra Compensation

All step increases and extra compensation shall be made effective at the start of the next regular pay period, except as otherwise approved by management.

C. Right to Raise Salaries, Other Compensation and Benefits

The City reserves the right to raise salaries, and other compensation, and benefits during the term of this agreement. The City shall meet and consult with the Association prior to implementing increased compensation and benefits.

D. Base Salary

Base salary shall mean only the assigned salary to any unit classification exclusive of any other type of form of compensation.

E. Extra Pay/Compensation

Extra pay shall be defined as compensation above the unit employee's base salary for special assignments, differentials, and bonuses.

F. Y-Rating

1. When a personnel action, such as a demotion due to layoff, reclassification, or job rehabilitation results in the lowering of the incumbent unit employee's salary range, the affected incumbent's salary may be "Y-rated" by the City, at the City's sole discretion.

2. "Y-rated" shall mean the maintenance of the incumbent employee's salary rate at the level effective the day preceding the effective date of the personnel action in lieu of placing the employee in a lower salary range.

3. The employee's base salary shall remain at the same level until the salary range of the new classification equals or exceeds the Y-rated salary.

4. Those unit employees on job rehabilitation shall be Y-rated upon written agreement and mutual consent between the affected employee and the City.

IV. Deferred Compensation

A. The City shall contribute for each confidential unit employee one hundred ($100.00) per month to a deferred compensation plan.

B. The employee may select the deferred compensation plan from a list of plans provided by the City.

C. Employees may apply the City's contribution as they determine to be applied to medical, dental or life insurance premiums.

V. Bilingual Allowance — Confidential Employees

A. Eligibility

1. The department head shall designate certain unit employees to receive bilingual pay, who have been certified by the Human Resources Department as possessing the skills necessary to communicate effectively in English and a second language with the public in order to conduct the business of the City.

2. No more than one unit employee within an office or crew will receive bilingual pay, unless it is determined by the department head that the need for an exception exists. An exception may occur within an office, wherein unit employees take different lunches and or work flex-schedules.

3. Human Resources Department shall certify, through examination, that the employee has a basic fundamental conversational skill level in the second language.

B. Compensation

1. Eligible employees assigned to bilingual allowance receive extra compensation of one hundred dollars ($100.00) per month above their salary base.

2. This extra pay compensation shall become effective the first pay period following the receipt of the Bilingual certificate and approval by the Director of Human Resources. This extra compensation shall terminate immediately upon the day the assignment is revoked by the Department Head.

C. Limitations

1. Eligible languages will be those languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of West Covina or those languages designated by the City Manager. Currently, these languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of West Covina are Chinese (Mandarin and Cantonese), Spanish, Tagalog, and Vietnamese. Should the eligible languages change, employees currently receiving bilingual pay for a language no longer identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections, will continue to receive bilingual pay. However, no additional employees will be paid for use of that language.

2. Only one (1) allowance will be paid to an employee regardless of the number of certified languages.

VI. Acting Pay Assignment

A. Eligibility

1. Acting pay is intended to compensate those employees assigned to perform a significant portion of a higher level position having a greater degree of responsibility and independence and/or requiring a significantly higher level of expertise.

2. An acting appointment may be made to a higher class or position occupied by a person on temporary leave, disability, or if the position is vacant. Such acting appointment made to a higher class or position occupied by a person on temporary leave or disability shall not exceed twelve (12) months, unless extension is approved by the City Manager. An acting appointment made to a vacant position during recruitment for a permanent employee to fill the position shall not exceed 960 hours in a fiscal year. (Government Code section 20480.) Acting appointments shall be made from existing promotional lists, if available.

3. Should no promotional eligibility list exist, acting appointments shall be made in accordance with the provisional appointments section of the Personnel Rules, except as approved by the City Manager. Upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume regular duties,

compensation and privileges as if he/she had continued his/her duties in his/her regular classification.

B. Compensation

1. Employees

All Unit employees serving in an acting status, will be paid five percent (5%) above their base salary immediately effective upon the City Manager's approval, until the completion of the appointment, provided such acting appointments are made in writing by Management with a copy to the Human Resources Department.

2. Limitations Appointments to Higher Level Positions

Acting appointments to higher level positions do not require the assignment of another employee to cover the duties of the employee so assigned.

VII. Limitation on Assignments

Assignments to extra pay positions are temporary, not a separate classification and do not have permanent status and are not subject to selection procedures, appeals, grievances or seniority. Assignments are not a property right and have no due process rights.

VIII. PERS Retirement Benefits

The contract between the City and Public Employees' Retirement System (PERS) shall provide the following benefits:

A. Unused Sick Leave

Unused accumulated sick leave may be converted to additional service credit at the time of retirement pursuant to PERS Section 20862.8.

B. PERS RETIREMENT FORMULAS

Tier One "Classic" PERS Members – 2.5% at age 55 (West Covina Employees Hired Prior to January 1, 2011)

Unit members classified as miscellaneous employees by PERS shall participate in the 2.5% at age 55 PERS retirement benefit plan. The City shall pay 100% of the PERS employer cost. Each employee shall pay the full employee cost of eight percent (8%). Such contribution shall be made on a pre-tax basis.

Retirement benefits for Unit members classified as miscellaneous employees under the 2.5% at age 55 formula shall be computed using the One-Year Final Compensation Option.

Tier Two "Classic" PERS Members – 2% at age 60

Unit members classified as miscellaneous employees by PERS hired between January 1, 2011, and January 1, 2013, or having reciprocity with another PERS agency shall participate in the 2% at age 60 PERS retirement benefit plan. The City shall pay 100% of the PERS employer cost. Each employee shall pay the full employee cost of seven percent (7%). Such contribution shall be made on a pre-tax basis.

Retirement benefits for Unit members classified as miscellaneous employees under the 2% at age 60 formula shall be computed using the One-Year Final Compensation Option.

"New" PERS Members – 2% at age 62

All Unit members classified as "new members," as defined by the Public Employees' Pension Reform Act of 2013, hired on or after January 1, 2013 shall participate in the 2% at age 62 PERS retirement benefit plan, with their final compensation based upon the average of their highest annual compensation earned over a three (3) year period. New members will be required to pay the appropriate share of their pension costs and other provisions, as required by the Public Employees' Pension Reform Act of 2013. Contributions shall be made on a pre-tax basis.

Cost-Sharing

Effective the first full pay period following ratification of the MOU and not earlier, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2022, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2023, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f). The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution as described above shall continue.

D. 4th Level Survivor Benefits

Fourth Level of 1959 Survivor Benefits PERS Section 21574 for employees covered by this agreement.

E. Military Buy Back

Military service credit as public service credit under PERS section 21024.

ARTICLE THREE
WORK WEEKS/SCHEDULES/OVERTIME/COMPENSATORY TIME

I. HOURS OF WORK POLICY

It is the policy of the City that the hours of work, as negotiated by unit employees or determined by the City Council for non-represented employees, shall constitute a week's work for all full-time employees, except that work days and work weeks of a different number of hours may be established in order to meet the varying needs of the different City departments.

II. WORK WEEKS

A. 7-Day Work Week

The work hours for unit employees shall be a fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods.

B. Work Schedules — Unit Employees

1. It is understood that City Hall will remain open Monday through Friday, except for holidays, as set forth in this agreement.

2. The City Manager maintains the final authority to determine work schedules as required.

C. 5/8 and 4/10 Work Schedules and Work Week

5/8 and 4/10 work schedule shall consist of a 7-day work week of forty (40) hours that begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m., except as modified by management.

D. 9/80 Work Schedule

9/80 work schedule shall consist of a 7-day work period of 40 hours as follows:

Employees working a 9/80 work schedule will have a regular day off every other week. For such employees working a 9/80 work schedule, each employee's designated work week shall begin exactly four hours after the start of his/her eight hour shift on the day of the week that corresponds to the employee's alternating regular day off.

E. 7-Day Work Week— Fixed and Regularly Recurring

The work weeks shall be fixed and regularly recurring 7-day work weeks as set forth in the aforementioned.

III. TIME WORKED

Maximum Time Worked — 7-Day Work Period

The maximum time worked per each 7-day work period which is paid at the straight time rate of pay shall be forty (40) hours inclusive of breaks and exclusive of time not considered work time.

III. CHANGE IN WORKING HOURS

Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be approved by management.

IV. BREAKS — REST PERIODS

A. Two 15-Minute Breaks — Rest Periods

1. Number of Breaks

Unit employees may receive two break-rest periods for each scheduled workday actually worked, and a break-rest period of 15 minutes for each four consecutive hours of overtime worked as approved by management.

2. Non-accumulative

Rest periods are not accumulative and shall not be added to any meal times, vacation, or any form of authorized absence from work, unless authorized by management.

3. Not Used at Beginning and End of Work Shift

These breaks may not be used at the beginning or the end of work shift unless authorized by management.

B. Rest Period Procedure

1. Scheduled Not to Impair Service

Rest periods are scheduled or rescheduled by management as job requirements dictate.

2. Length of Rest Period

The rest period shall consist of fifteen minutes cessation of work and will include time involved in going to and coming from a rest area.

C. OVERTIME - ELIGIBLE CONFIDENTIAL UNIT EMPLOYEES

1. Overtime Policy

It is the policy of the City of West Covina to avoid the necessity for overtime work whenever possible. However, when overtime is necessary for

employees who are non-exempt (see Appendix A) and eligible for overtime and not administrative leave as approved by management, payment will be paid or compensatory time accrued at time and one-half for all hours worked in excess of the normal daily work shift. Vacation, sick leave, holidays, bereavement leave, jury duty and compensatory time off shall be considered hours worked.

2. Overtime Authorization

a. If in the judgment of management, work beyond the established work week is required by his/her employees, such work, except in the case of immediate emergency, shall be performed only with the prior authorization of management.

b. In emergencies, where prior authorization cannot be issued, management shall obtain approval for the overtime worked at the earliest opportunity thereafter, in no case to exceed five (5) calendar days after the day in which the overtime was worked.

c. An emergency shall be construed as an unforeseen combination of circumstances that calls for immediate action, as determined by management.

D. USE OF COMPENSATORY TIME — ELIGIBLE CONFIDENTIAL UNIT EMPLOYEES

1. Approval

Upon the approval of his/her supervisor, an employee may elect to receive compensatory time off in lieu of pay for overtime hours worked. Such compensatory time off shall be credited to the employee's account on a time and one-half basis, i.e., one and one-half hours for each overtime hour worked.

2. Once Comp Time is Approved No Request for Cash Payment

Once compensatory time off is selected and approved by management, the employee may not request cash payment. Upon separation, an employee shall be paid for accumulated, unused compensatory time.

3. Use of Compensatory Time

Accumulated compensatory time may be utilized as paid leave on a straight time hour for hour basis at the mutual convenience of management and employees without such options being tied to sick leave usage. All compensatory time utilized as paid leave by an employee shall be debited from their accrued compensatory time bank.

E. TIME WORK INCREMENTS — ELIGIBLE CONFIDENTIAL UNIT EMPLOYEES

1. Increments — Less Than One Hour

a. All authorized time worked which is beyond the unit employee's work shift schedule, which is less than one-hour increments shall be compensated in the following manner:

Time	Time Worked
0 - 10 minutes	0
11 - 20 minutes	¼ hour
21 - 30 minutes	½ hour
31- 50 minutes	¾ hour
51 - 60 minutes	1 hour

b. Incidental Overtime — Not Compensable

Incidental overtime is not compensable, and may not be credited as overtime. Incidental overtime is defined as overtime of less than ten minutes in any one day, which is non-recurrent in nature.

2. Increments Over One Hour

Any time work increments which are over one hour shall be compensated in the same procedure as mentioned herein.

F. OVERTIME "COMPENSATORY TIME" ACCUMULATED AND PAYMENT - ELIGIBLE CONFIDENTIAL UNIT EMPLOYEES

1. Eligibility

Confidential unit employees may choose, in lieu of overtime payment, to have overtime hours worked converted to a compensatory time bank.

2. Accumulation

a. Total Hours Comp Time — Eligible Confidential Unit Employees

Eligible Confidential unit employees may accumulate up to a total of one hundred twenty (120) compensatory hours, unless otherwise set forth in this agreement.

b. Compensatory Time at Termination

All accumulated compensatory time which has not been utilized prior to a unit employee's employment termination from the City shall be paid off on a straight time basis at the employee's current hourly rate of pay.

c. Compensatory Time - Change in Classification

Any unit employee who changes classification and who has accumulated any hours of compensatory time shall have all their accumulated compensatory hours paid out at the hourly rate of pay of the prior classification.

3. EMERGENCY OVERTIME REQUIREMENT

The City reserves the right to require Confidential Unit employees to work overtime in an emergency as determined by management.

4. DEFINITIONS — Call Back, Stand-By, On-Call, and Court Stand-By "On-Call"

a. Call-Back

i. Call-back is unscheduled time worked, performed by an off duty unit employee called back to work after they have completed their regular work schedule and have left work or are on their day off.

ii. Unit employees must physically return to the worksite in order to receive call-back pay..

b. Stand-By

i. Stand-by is an assignment given to unit employees by management requiring them to be accessible via phone, recall (pager) devices, or other methods approved by management.

ii. Unit employees on a stand-by assignment shall be required to return to work immediately as directed by management.

c. Stand-By Pay

i. Employees required to serve on stand-by for a period of one week (7 calendar days) will be compensated with ten (10) hours of compensatory time.

ii. Employees required to serve on stand-by for less than seven (7) calendar days will be compensated on a prorated basis at the rate of 1.43 hours per day served. This compensatory time shall be used in the same pay period during which it was earned, or at a future time as determined by management.

iii. The maximum amount of stand-by compensatory time that may be accumulated by an employee shall be twenty (20) hours. Upon request, and showing of extraordinary

circumstances, the maximum accumulation may be increased to thirty (30) hours with approval of the Department Head. There is no ability to cash out stand-by compensatory time.

d. Court Standby "On-Call"

Court stand-by "on-call" is when a unit employee is subpoenaed and placed on stand-by "on-call" time on job-related matters during their assigned off duty non-work time.

e. CALL-BACK COMPENSATION

i. If a Confidential Unit employee is required to return to work at the request of his/her department head while on regularly scheduled time off, the employee shall receive a minimum of two (2) hours pay at the rate of time-and-one-half.

ii. Such employee shall be compensated at the applicable rate for all time worked in excess of two (2) hours, which includes necessary travel time from the employee's home to the job site and return.

iii. The minimum provided for herein shall not be paid more than twice during any one calendar day.

f. COURT TIME PAY - ELIGIBLE CONFIDENTIAL UNIT EMPLOYEES

Eligible Confidential Unit employees who spend time in court as required beyond the regularly scheduled shift will be paid at a time-and-one-half rate with a two (2) hour minimum guarantee.

ARTICLE FOUR
FRINGE BENEFITS

I. FRINGE BENEFITS ADMINISTRATION PROVISION

A. Administration

The City reserves the right to select, administer, or fund any fringe benefits programs involving insurance that now exist or may exist in the future.

B. Selection and funding

1. In the administration of fringe benefits programs involving insurance, the City shall have the right to select any insurance carrier, self-insure, or other method of providing coverage to fund the benefits provided, as long as the benefits of the plan are substantially the same.

2. The City may choose to exercise its right to select the insurance carrier and select Medicare as the City's Retirement Insurance Carrier for eligible unit employees and retirees. In such case, the employees and retirees who are eligible will be required to enroll in Medicare and continue to be eligible to participate in other City medical plans.

C. Changes

The City shall meet with the Associations prior to any change of insurance carrier or method funding coverage for any fringe benefits listed in this article.

II. CAFETERIA PLAN

City contributions for Medical, Dental, and Vision Insurance will be provided as set forth below for all Unit members.

To comply with the Public Employees' Hospital and Medical Care Act (PEMCHA), the City will contribute the statutory minimum amount for medical insurance. In addition, the City will contribute an additional amount for current Unit members into a cafeteria plan in accordance with IRS Code Section 125. These additional amounts will be as follows:

A. Health Insurance

1. Any West Covina employee, hired before June 30, 2012, who does not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of six hundred dollars ($600) per month. This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

2. All employees hired on or after July 1, 2012, who do not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of three hundred dollars ($300). This amount may be received as cash,

contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

3. An employee who selects an Employee Only medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Employee Only medical premium or $600, whichever is greater.

4. An employee who selects an Employee plus One medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser 2-party medical premium.

5. An employee who selects an Employee plus Two or More (Family) medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Family medical premium.

6. Should the monthly City contribution exceed the monthly medical premium amount, any excess amount can be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

7. The City's contribution to medical premiums for all new unit employees hired on or after July 1, 2018 shall be capped in accordance with the following schedule:

Family	$1,250/month
2-Party	$950/month
Single	$550/month

B. Dental Insurance

In addition to the above amount for medical insurance, the cafeteria amount shall also include up to sixty-two dollars and twenty-three cents ($62.23) monthly for dental insurance for the member and eligible dependents. If the dental insurance plan selected by the member is less than sixty-two dollars and twenty-three cents ($62.23), the amount shall be the cost of the dental insurance plan selected. If the dental insurance plan selected by the member is equal to or more than sixty-two dollars and twenty-three cents ($62.23) per month, the amount shall be sixty-two dollars and twenty-three cents ($62.23).

C. Vision Insurance

The City shall pay for a Vision Plan for employees only. Employees may enroll eligible dependents in the plan, at the employee's cost.

III. RETIREE HEALTH BENEFIT — CITY'S MONTHLY CONTRIBUTION

A. City Contribution Amount

Provided that employees represented by the Associations have participated in the Public Employees' Medical and Hospital Care Act (PERS Health Plan) with the City, the City will contribute an amount equal to the PEMCHA statutory minimum towards the payment of premiums for retiree health insurance under the Program

B. If City No Longer in PERS Health Plan

Should the City withdraw from the PERS Health Plan during the term of this agreement, the City and Associations shall meet to determine what the monthly contributions toward the new medical health plan would be and when it would be effective.

IV. RETIREE DENTAL INSURANCE BENEFIT

Employees that retire directly from City employment shall be able to participate in a City Retiree Dental Insurance Plan based on retiree rates. This Plan shall include coverage for the retiree and eligible family members. The City shall not contribute to the monthly premium.

VI. EMPLOYEE HEALTH BENEFITS COMMITTEE

Should a new health benefit plan be selected by the City (medical and/or dental) the City agrees to meet and confer over how the City's current medical and dental insurance monthly premium contribution shall be applied to any new health benefit plan.

VII. RETIREE HEALTH SAVINGS PLAN

**** The RHS Plan is subject to regulatory and provider regulations ****

A. Employee Contribution $25 per month minimum

B. Employer Contribution $100 per month

C. Employer Lump Sum RHS Contribution

1. Employee must be a full-time West Covina City employee as of July 1, 2006, to qualify for this benefit.

2. Employee must take a service or disability retirement from the City of West Covina to qualify for this benefit.

3. A lump sum RHS contribution to the Plan to be paid by the City at the time of the qualifying employee's retirement (In the event of death prior to retirement lump sum paid immediately to spouse/dependents from the Plan).

4. To obtain the lump sum benefit employee must retire from the City of West Covina by July 1, 2017, or after the first pay period following the employee's 62nd birthday, whichever comes first. Unit employees who are age 62 within

the first six months of the program shall have six months beyond their 62nd birthday to retire before losing any lump sum entitlement.

5. Employees working beyond the sunset provisions under D above will have their lump sum amount reduced by $900 each year after the 10 year/age 62 provision until they retire.

6. **AMOUNT OF BENEFIT**

***Employee's Years of Service as of 7/1/07**	**Amount of Lump Sum Payment**
5 - 9 years	$200 per year
More than 9 years - 14 years	$400 per year
More than 14 years - 19 years	$600 per year
More than 19 years	$800 per year

(maximum benefit $25,000)
*Break In Service cannot exceed one year to qualify for continuous service credit.
(Part-time hours do not count toward service credit)

7. Effective July 1, 2013, the PARS EPMC Supplemental Retirement Plan will be eliminated for all unit employees.

8. Effective July 1, 2013, employees that participated in the PARS EPMC Supplemental Retirement Plan will be eligible to receive lump sum contributions to their RHS account as follows:

   a. The City will contribute into the employee's RHS account a lump sum of three hundred dollars ($300) annually each July for a period of six (6) years.

   b. An employee must be an active employee of the City as of July 1st of each year to receive that year's lump sum contribution.

   c. The maximum amount contributed under this provision shall be one thousand eight hundred dollars ($1,800).

   d. Should an employee leave the City prior to completion of the six (6) years, the employee will only receive this benefit for the years he/she was an employee of the City.

VIII. SECTION 125 PLAN

A. The City has established a program consistent with Section 125 of the IRS Code, which enables employees to voluntarily use pre-tax earnings for medical, dental, vision, and dependent care expenses.

B. It is understood by the parties that participation in the Plan is voluntary for employees and the City will not be obligated to contribute to pay any employee costs for those who participate in the Plan.

IX. STATE DISABILITY INSURANCE — CONFIDENTIAL UNIT EMPLOYEES

A. The City agrees to make available to Confidential Unit employees, at the employee's expense, SDI as provided through the State of California.

X. LIFE INSURANCE

A. Term Policy - Confidential Unit Employees

Within 30 days of approval of this agreement, the City will provide group term life insurance in an amount equal to the employee's annual salary or $50,000, whichever is greater.

B. Retired Employee Life Insurance

The City shall provide all City employees who retire from the City after the date of adoption of this Agreement a term life insurance policy in the amount of five hundred dollars ($500).

XI. LONG TERM DISABILITY INSURANCE

A. Benefit

The City shall provide for all unit employees a long-term disability insurance (LTD) plan, which provides sixty percent (60%) of monthly earnings, to a maximum benefit of five thousand dollars ($5,000) per month. Coverage becomes effective on the later of: 1) one hundred eighty (180) days from date of injury; or 2) the date your accumulated sick leave payments end, if applicable. Coverage after ninety (90) days may be purchased by the employee through payroll deduction.

B. More Specific Information

More specific information is set forth in the City of West Covina's Group Long Term Disability Plan booklet, available in the City's Human Resources Department.

XII. UNIFORM REQUIREMENTS

Unit employees who are required to wear uniforms or who are provided uniform allowance must wear uniform on duty unless permission to do otherwise has been received from the immediate supervisor. Employees who are on duty and do not comply with uniform requirements shall be subject to disciplinary action.

XIII. TUITION REIMBURSEMENT PROGRAM

A. Maximum Reimbursement — Confidential Employees

Confidential unit employees' maximum tuition reimbursement (including books) shall be one thousand one hundred and thirty dollars ($1,130.00) per fiscal year.

B. Administrative Policy

The specific details of the Tuition Reimbursement Program are set forth in Administrative Policy approved on August 13, 1992, and as amended thereafter.

XIV. MILEAGE REIMBURSEMENT — PRIVATE VEHICLE

A. Using Private Vehicles for Approved City Business

The City shall pay mileage reimbursement for City employees using private vehicles for authorized City business approved by management.

B. Mileage Reimbursement Rate

The mileage reimbursement rate shall be the rate set forth by the IRS.

C. Administrative Policy

The specific details of the mileage reimbursement policy is set forth in Administrative Policy approved on February 8, 2003, and as amended thereafter.

XV. MISUSE OF BENEFITS

Employees who fraudulently gain or fraudulently attempt to gain for themselves or others by deception, omission, or fraud the benefits of the City's Workers' Compensation, retirement, medical, dental, or other insurance policies or any other benefit to which they would not otherwise be entitled shall be subject to: a) denial of requested benefits; and/or b) disciplinary action up to and including termination.

ARTICLE FIVE
LEAVE POLICIES

I. HOLIDAYS

A. Official Fixed Holidays

1. The City shall recognize the following days as official City fixed holidays.

   President's Day
   Memorial Day
   Independence Day
   Labor Day
   Veteran's Day
   Thanksgiving Day

2. Fixed Holidays — Full Shift Leave With Pay

   Each fixed holiday granted to employees shall be a full shift of up to ten (10) hours of time off with pay. Any additional time taken off above ten hours per each fixed holiday must be deducted from the employee's other leaves, such as vacation, floating holiday leave, or compensatory time.

3. City Hall and most City departments will be permanently closed from Christmas Day through New Year's Day. The Christmas Day and New Year's Day holidays will be part of this closure and thus have been removed from the list of fixed holidays, with the exception of New Year's Day when it falls on a Sunday. In this case New Year's Day will be observed on the following Monday. Christmas Eve will only be recognized as a Holiday when it falls on a Monday through Thursday in any given year.

4. Each year employees will receive a separate bank of holiday hours that can only be used to cover their absence from work from December 25th through January 1st. The amount of these separate holiday hours granted to each employee will be based on the employee's normal work hours on these days. The employee must be an active employee of the City of West Covina on the above dates to receive these holiday hours.

5. Any employee required to work between December 25th and January 1st on their normal work day(s) will receive compensatory time off or holiday pay based on actual hours worked up to a maximum of forty (40) hours.

6. Holiday in-lieu pay shall be limited to a maximum of twenty (20) hours per fiscal year. Any holiday in-lieu time in excess of twenty (20) hours must be taken as compensatory time off.

7. Should the City eliminate the above compensated holiday closure from December 25th through January 1st, the following fixed holidays shall be recognized.

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (unless Christmas falls on a Saturday, Sunday, or Monday)
Christmas Day

B. Floating Holiday Leave

1. In addition to the City's fixed holidays, Confidential Unit employees shall be eligible to use up to forty(40) hours of Floating Holiday leave per each calendar year as approved by management.

2. Floating Holiday leave becomes usable January 1 of each calendar year and must be used by December 31 of the same calendar year. The hourly equivalent may not be paid in lieu of time off.

3. Floating Holiday leave may not be accumulated and carried over into the next calendar year. Any unused floating holiday leave time remaining at the end of each calendar year, if any, shall be null and void unless approved by City Manager.

4. If an employee is unable to use Floating Holiday leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, the City Manager can authorize to carry over unused holiday leave balance for a period not to exceed six (6) months per fiscal year.

5. New employees are not eligible to receive and use floating holiday leave until they have been continuously employed with the City for a period of one (1) month.

6. New employees appointed after the beginning of the calendar year are entitled to floating holiday leave at a rate of 1.385 hours per pay period of full-time employment.

C. Floating Holiday Leave — Reinstated Employees

Reinstated employees shall receive floating holiday leave credit for all prior service in the current year in ascertaining the number of hours usable and when they may be used.

D. Floating Holiday Leave — Terminating Employees

1. Terminating employees who have not used all the floating holiday leave that they are entitled to shall be paid off at the rate of 1.385 hours per pay period of full-time employment in the current calendar year.

2, If the terminating employee has taken more floating holiday leave time than he/she is entitled to, the amount of time taken in excess shall be deducted from vacation, sick leave pay-off, or salary when final payroll checks are computed.

E. Limitations on Holiday Leave

1. The holiday cash out option shall be limited to a maximum of two (2) days per fiscal year.

2. Holiday leave shall not apply to any employee hired on a part-time, temporary, extra help, hourly, or daily basis.

3. A temporary employee, who is filling a full-time position, during the absence of a regular employee on a military leave of absence for military duty, shall be entitled to the same holidays as a regular employee.

F. Paid Status Eligibility

Employees are eligible to receive holiday leave with pay only if they are in a "paid status" on the regularly scheduled workday or shift immediately preceding the holiday and the regularly scheduled workday or shift immediately following the holiday. "Paid status" includes vacation, sick leave, compensatory time, bereavement leave, jury duty, and injured on duty.

G. Observation of Friday and Sunday Holidays

1. For those employees whose normal workweek is Monday through Thursday, when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.

2. When a holiday falls on a Friday, the preceding Thursday shall be deemed to be the holiday in lieu of the day observed.

H. Holidays Occurring on Regular Scheduled Day Off

For all other employees, when a holiday falls on a regularly scheduled day off, the employee shall be entitled to up to ten (10) hours leave time for the holiday based on the employee's regular work schedule. This time can be taken as up to ten (10) hours "holiday in lieu" leave time, compensatory time, or pay at straight time at the employee's hourly rate of pay, at the discretion of the employee.

I. Holiday Scheduling

The City reserves the right to require employees to work on fixed holidays.

II. VACATION

A. Vacation Policy

It is the policy of the City that where possible employee vacations be taken annually in the year earned. The time during the year at which an employee may take vacation shall be determined by management, with due regard for the wishes of the employee and particular regard for the service needs of the City.

B. Vacation Leave Earned and Accumulated

Eligible employees shall earn and accumulate to a maximum vacation leave as follows:

Months of Service	Hours Accumulated Per Pay Period	Hours Accumulated Per Month	Maximum Accruals
1 - 60*	3.08	6.67	240
61 - 108	4.62	10.00	280
109 - 120	4.92	10.67	288
121 - 132	5.23	11.33	296
133 - 144	5.54	12.00	304
145 - 156	5.85	12.67	312
157 +	6.15	13.33	320

* At completion of 60 months add 40 hours

C. Limitation — Vacation Leave Accrual

1. Employees shall not be allowed to accrue vacation leave beyond the stated maximums.

2. No employee shall lose earned vacation leave because of work urgency as approved by management. Work urgency is defined as the department's need to have the employee at work to perform duty assignments for a specified period of time.

3. If an employee has reached the maximum allowed unused vacation leave balance, and is unable to take vacation leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, the Human Resources Director will approve a waiver of the maximum allowed unused balance for a period not to exceed six (6) months per fiscal year.

D. Vacation Leave Accrual for Holidays

When a fixed holiday falls within a scheduled vacation period, absence on that day shall be charged to holiday hours. An employee must be on paid status on the day before and after the holiday to be compensated for the holiday.

E. Payment for Unused Vacation Leave Time at Termination

Any employee who is terminating his/her employment, shall be paid for accrued vacation leave time as of the effective date of termination.

F. Payment for Unused Vacation

1. Eligibility

Upon request of the employee and the department head and with approval of the City Manager, in order to address unusual or emergency conditions, an employee may be paid the straight time daily equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than forty (40) hours in any one calendar year, except as otherwise provided herein.

2. Confidential Unit Employees

a. Confidential Unit employees with less than five (5) years City service, exempt or non-exempt, may receive payment in lieu of up to forty (40) hours of accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five (5) days prior to requested date of issuance of the check, upon approval of their department head.

b. Confidential Unit employees with five (5) or more years of City service, exempt or non-exempt, may receive payment in lieu of up to eighty (80) hours accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five (5) days prior to requested date of issuance of the check, upon approval of their department head.

c. Employees must have a minimum of one hundred sixty (160) hours of accumulated vacation hours to buy back vacation leave.

d. Vacation buy back may only occur twice during any fiscal year.

G. Vacation Leave — Reinstated/Reemployed Employees

Any employee who is reinstated or reemployed under the provisions of these rules shall accrue vacation at the same rate as prior to his/her termination.

H. Vacation Leave — New Employees

New employees — Upon completion of six (6) consecutive months of full-time service, may be credited with one-half of the annual earnings and may begin using such accrual. Thereafter, employees may use vacation as they complete each month of service.

III. ADMINISTRATIVE LEAVE — ELIGIBLE CONFIDENTIAL UNIT EMPLOYEES

A. Amount of Administrative Leave

Exempt Confidential Unit employees as defined in Appendix A are eligible for up to sixty (60) hours per year of Administrative Leave, pro-rata, based upon date-of-hire or entrance into a Confidential position, effective January 1 of each year. Unit employees eligible for Administrative Leave are not eligible for overtime.

B. Administrative Leave Policy

The specific details of the Administrative Leave Policy is set forth in Administrative Policy approved October 1, 1996, and as amended thereafter by the City Manager.

IV. SICK LEAVE

A. Sick Leave Benefit

Sick leave is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article.

B. Sick Leave Earned

1. Employees shall accrue ninety-six (96) hours of sick leave per calendar year.

2. Following completion of thirty (30) calendar days of continuous full-time service, each City employee shall accrue 3.69 hours per pay period of sick leave pay. Thereafter, for each pay period of service in which the employee has worked or has been paid for one-half (1/2) or more of the actual number of working hours of a pay period, he/she shall continue to accrue 3.69 hours of sick leave per pay period.

3. Sick leave may be used by new employees following thirty (30) calendar days of employment.

4. Unused sick leave may be accumulated without limit.

C. Reinstatement of Sick Leave

1. Any employee who is reinstated to full-time City employment shall be given full credit for his/her unused accumulated sick leave at the time of termination, provided, however, that no payoff for accumulated sick leave was received upon termination.

2. Upon reemployment, an employee who has separated employment in good standing will have sick leave time reinstated in amount accumulated at the time of separation up to a maximum of 320 hours. In the event that through the course of continued employment accumulated sick leave exceeds 320 hours, payoff for such excess accumulations shall be in accordance with

the payoff provisions of the program, but in no case shall the aggregate of such amount(s) exceed that provided by the policy.

D. Sick Leave Annual Payoff Program

The employee Sick Leave Annual Payoff Program shall be administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular employee.

2. Sick leave used by an employee during each calendar year will be charged against the employee's current year earnings.

3. The maximum amount of sick leave hours cashed out each calendar year at the employee's hourly rate is sixty (60) hours.

4. Each employee must carry over to a sick leave "bank" a minimum of thirty-six (36) current year unused hours in December.

5. Employees who have a minimum of seventy-six (76) hours of unused current year sick leave accrual, will automatically have all hours above seventy-six (76) hours to a maximum of ninety-six (96) hours of the current year's unused sick leave transferred to the employee's RHS account.

6. Employees may opt to receive cash payment for any hours of unused current year sick leave accrual between thirty-six (36) and seventy-six (76) hours or leave these hours in their sick leave bank.

7. If thirty-six (36) hours per calendar year of unused sick leave are not available, the number of unused hours must be carried over in the sick leave bank.

8. To qualify for this program, employees shall not be allowed to charge sick leave to other forms of paid leave.

E. Sick Leave Payoff Upon Retirement

Confidential unit employees who were hired before July 1, 2018 and who retire from the City other than by discharge, shall be paid for one-half (1/2) of all sick leave accrued to the time of such retirement at current compensation to a maximum of 440 hours. However, fifty percent (50%) of the hours eligible for cash out (maximum 220 hours) must be contributed to the employee's RHS Account and the remaining sick leave hours may be converted to CalPERS service credit as pursuant to CalPERS regulations. For those employees hired on or after July 1, 2018, such employees may convert unused sick leave hours upon retirement to CalPERS service credit as pursuant to CalPERS regulations.

F. Use of Sick Leave

1. Approval

   a) Sick leave can only be granted upon the approval of management or his/her designee in the case of bona fide illness or injury of the employee or in the event of the care or attendance of serious illness or death of a member of the employee's immediate family.

   b) Employee's may use sick leave for medical, dental, and vision care appointments but are encouraged to schedule such appointments that are non-emergency or routine on regular days off when possible. When using sick leave for non-emergency medical, dental, and vision care appointments employees will provide as much advanced notice as possible to the supervisor and attempt to schedule the appointments at a time so as to be the least disruptive to the work operations i.e. at the beginning or end of the shift.

2. Physician's Certificate on Use of Sick Leave

   Management may require evidence in the form of a physician's certificate, or written statement, as to reason for any employee's absence of two (2) or more consecutive working days for which sick leave was requested. A failure to supply or provide said certificate or written statement shall be grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.

3. Physical Examination May be Required

   Any employee absent from work, due to illness or accident, may be required by management to submit to and successfully complete a physical examination before returning to active duty. The physical examination will be conducted by a physician of the City's choice, with all costs to be paid by the City.

G. Use of Sick Leave — Care of Immediate Family

1. No more than forty-eight (48) hours of sick leave within any calendar year may be granted to an employee for the care or attendance upon members of his/her immediate family.

2. The phrase "immediate family," for the use of sick leave, is defined spouse, domestic partner, parent, grandparent, brother, sister, child, stepchild, grandchild, and in-laws.

H. Temporary Disability

1. A City employee who is entitled to temporary disability indemnity under Division 4, Part 2, Ch 2 of the California Labor Code may elect to take that number of days or portions of days of his/her accumulated sick leave, or

his/her accumulated vacation, as when added to his/her disability indemnity will result in payment to him/her of his/her full salary.

2. When his/her accumulated sick leave, or vacation, or both are exhausted, he/she is still entitled to receive disability indemnity.

I. Sick Leave Limitations

No employee shall be entitled to sick leave with pay while absent from duty on account of the following causes:

1. Sickness or disability sustained while on leave of absence, other than regular vacation leave or sick leave.

2. Disability or illness arising from compensated employment other than with the City of West Covina.

J. Sick Leave During Vacation

Sick leave shall not be used in lieu of or to extend vacation leave. However, an employee who becomes seriously ill on an approved vacation may contact his/her department head and request that sick leave be granted in lieu of vacation for the period of illness. Management has discretion in approving or disapproving such request.

K. Holiday During Sick Leave

Observed holidays occurring during sick leave shall not be deducted from employee's sick leave time.

L. Use of Sick Leave to Offset Disability Retirement

No employee shall use sick leave days to offset the date of disability retirement. The effective date of disability retirement shall be as soon as practicable after the City's physician has determined that the employee can no longer perform the duties of his/her or an alternate position.

V. WORK RELATED DISABILITY LEAVE

A. Injury/Illness Arising Out Of and In The Course of Job Duties

Whenever employees of the City are disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, they shall be entitled, regardless of their period of service with the City, to leave of absence while so disabled, without loss of salary as provided below.

B. Temporary Disability Compensation

1. Temporary disability compensation, if any, being considered as and credited to salary for this purpose — for the period of such disability, but not exceeding one (1) year, or until such earlier date as they are determined

to be permanent and stationary and unable to return to their usual and customary duties.

2. The leave of absence hereby granted shall be in addition to, and shall not be charged to or deducted from, accumulated sick leave except as provided here.

3. Such leave, however, shall not be paid for more than three (3) days unless and until such employees are determined by the City to be legally entitled to receive benefits under the Workers' Compensation Law of the State of California based upon such injury or illness. When and while applicable, this section shall supersede the provisions of the Grievance Procedure.

C. Salary Step Increases During Leave

Relative to unit employees, (1) promotion or step increases which would have come due during a disability leave shall take effect upon the day the employee returns to regular duties in accordance with existing rules; (2) holidays occurring during disability shall not be counted as disability leave days, but shall be considered as holidays for which time off has been utilized; and (3) vacation and sick leave benefits shall continue to accrue during periods of industrial disability leaves.

D. Review of Safety Committee

The first three (3) work days of absence of unit employees due to a disability shall be charged to the employee's usable accumulation of sick leave or other time off benefits; provided, however, that the Safety Committee or its sub-committee, upon request of the employee, shall review the circumstances of the injury. If the Safety Committee rules that the employee had no possible opportunity to prevent or reduce the injury through any alternative action, disability time off charged to the employee's time off benefits may be restored. Such restorations shall be limited to causes where no danger could have been anticipated or precautions and actions taken by the employee to prevent or reduce the injury. Appeal of Safety Committee determinations provided for in this section shall be made to the City Manager, whose decision shall be final.

VI. BEREAVEMENT LEAVE

Bereavement leave up to forty (40) hours per occurrence will be available to an employee in the event of the death of said employee's immediate family member, which is defined as a grandparent, parent, spouse, domestic partner, in-laws, child, stepchild, grandchild, brother, or sister. If additional bereavement leave is necessary, sick leave may be used as approved by the Department Head. Evidence of proof may be requested.

VII. MILITARY LEAVE

A. State Military and Veteran's Code

Military leave with pay shall be granted in accordance with Section 395 of the State Military and Veteran's Code.

B. Inactive Military Service

1. Any unit employee who is on inactive duty such as scheduled reserve drill periods, and who has been in the service of the City for a period not less than one year immediately prior to the day on which the absence begins shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any such absence.

2. Pay for such purposes shall not exceed thirty (30) days in any one year of City service. All service of said public employee in the recognized military service shall be counted as City service.

3. The City may grant a military leave of absence without pay for an indefinite period of time to any employee who is called into active military service even though the employee does not meet the one (1) year of continuous service requirements.

C. Active Military Service

1. Each full time officer or employee of the City who has been or is called to active military service with the Armed Forces of the United States in connection with the activation of the Military Reserves shall be entitled to military leave with full pay for the period of absence on military service in excess of the period covered by said Rule 10, Section 10.26.

2. The amount of pay each such employee shall be entitled to receive from the City for said additional period of military leave shall be the difference between the gross pay and allowances actually received by the officer or employee from the Unites States for such service and the gross wages that said employee would have received from the City of West Covina if he or she had not been called to active military duty, subject to all necessary and appropriate deductions and withholdings.

3. The City shall also provide continued health and dental benefits to the employees' dependents, provided that the dependents were covered for those benefits prior to the employee being called to active duty. Further, contributions to deferred compensation from the Cafeteria Plan shall not be made during the time of activation.

4. The City shall not pay any wage or benefit provided for in this resolution until and unless the officer or employee who requests such payment provides satisfactory proof and documentation of eligibility to receive payment in accordance with procedures established by the City Manager.

VIII. JURY DUTY

A. Jury Duty Policy

No deductions shall be made from the salary of an employee while on jury duty if he/she has waived or remitted to the City the fee for jury duty paid for hours the employee is scheduled to work. If he/she has not so waived or remitted the jury

fee, he/she shall be paid only for the time actually worked in his/her regular position. An employee accepted for jury duty shall immediately notify management in writing whether or not he/she waives or remits his/her jury fee to the City.

B. Jury Fees Returned to the City

The City will grant an employee required to serve on jury duty, or to report for examination to serve on jury duty, one (1) time for a maximum of one hundred sixty (160) hours, paid leave for such purposes during any three (3) consecutive years of employment. All fees received by the employee for jury duty, exclusive of mileage, shall be remitted to the City. City Administrative procedures will govern further details of this program.

IX. FAMILY CARE LEAVE

A. Birth or Adoption

Leaves due to pregnancy or subsequent to the birth or adoption of a child for parental care purposes, will be granted for a reasonable period of time by the City Manager, provided such period, including paid leave and leave without pay, shall not exceed four months. Such leave shall not be conditioned on whether the employee is medically disabled but must be directly associated with the birth or adoption of a child.

B. Family Illness

Leaves due to serious health condition of a covered family member as defined under applicable California and federal law of an employee may be granted for a reasonable period of time by the City Manager, provided such period including paid and unpaid leave, shall not exceed twelve (12) weeks in any twelve (12) month period. Only those employees with at least one year of continuous City employment shall be eligible. Certification from a health care provider that the employee's leave is necessary and the prospective length of such leave may be required upon request. Family care leave shall be administered in a manner consistent with Sections 12945, 12945.2 and 19702.3 of the California Government Code. California law shall prevail unless preempted by federal law.

C. Use of Paid Leave

1. Paid benefit time such as vacation, personal leave days, compensatory time and administrative leave may be taken during any family leave period so long as the total time off does not exceed twelve (12) weeks. Such leave must be used prior to an employee taking leave without pay except during the disability period of a female employee that is in conjunction with the birth of a child. Sick leave may only be used during the disability period or as provided under Personnel Rules. All employees on family care leave are entitled to return to the same or comparable position.

2. More specific details on the Family Medical Leave Policy is set forth in the City's Administrative Policy on the subject (dated 1/3/94 & 4/6/94) and as amended thereafter and Personnel Rules.

X. SPECIAL LEAVE OF ABSENCE WITH PAY

When an employee has exhausted all sick leave and vacation time to which he/she is entitled, the City Council may, upon showing of good cause and justifiable and deserving circumstances, grant to such employee a leave of absence with pay for a period not exceeding six (6) months and subject to such conditions as the City Council may deem advisable. If the special leave of absence request is in relation to an employee's disability accommodation, then the leave shall be determined through the interactive process on a case-by-case basis. If temporary disability payments are paid to such employee during any such leave of absence with pay, they shall be credited to and considered a part of his/her salary, and the City shall pay only the difference which when added thereto would equal his/her full salary.

XI. LEAVES OF ABSENCE WITHOUT PAY

A. Unauthorized Absence — Automatic Termination

Any employee absent from his/her job for more than two (2) working days without prior permission of the department head, shall be considered to have automatically terminated his/her employment with the City, unless such leave is extended as approved by management for mitigating circumstances.

B. Unauthorized Absence — Other Disciplinary Action

Any unauthorized absence may be cause for disciplinary action.

C. Authorized Absence

1. Upon the request of the employee and the recommendation of the appointing authority, a leave of absence without pay may be granted by the Council or City Manager to an employee, who immediately preceding the effective date of such leave, shall have completed at least one year of continuous service.

2. An employee shall not be entitled to a leave of absence as a matter of right, but only upon good and sufficient reason.

3. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

D. Leave of Absence Without Pay - Duration

1. Request for leave of absence without pay shall be made as prescribed by the Human Resources Director, and shall state specifically the reasons for the request, the date when leave is desired to begin, and the probable date of return to work.

2. The Human Resources Director may approve the request of leave of absence without pay, of one hundred twenty (120) calendar days or less upon the recommendation of Department Head.

3. The City Manager may approve, upon recommendation of the Department Head, requests of more than one hundred twenty (120) calendar days, not to exceed one (1) full year.

4. The City Manager may later, due to mitigating circumstances, extend such leave of absence without pay for one (1) additional full year with the approval of the Department Head.

5. A physician statement shall be required of any employee who requests leave of absence without pay as a result of medical conditions.

6. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

E. Leave of Absence — Employee Injured on Job

The City Council may grant a leave of absence without pay for an indefinite period of time to any employee who is injured on the job, or has a serious illness even though the employee does not meet the one-year of continuous service requirements.

F. Accrual of Benefits

Leave of absence without pay granted by the City shall not be construed as a break in service of employment, and rights accrued at the time leave is granted shall be retained by the employee; however, vacation credits, sick leave credits, increases in salary and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee reinstated after leave of absence without pay shall receive the same step in the salary range he/she received when he/she began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's salary anniversary date shall be set forward one month for each thirty (30) consecutive leave days taken.

XII. FAILURE TO RETURN FROM LEAVE

1. Failure of the employee to return to his/her employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service of that employee, unless such leave is extended as approved by management for mitigating circumstances.

2. The City reserves the right to revoke or cancel any authorized leave for reasons which the City finds to be sufficient.

ARTICLE SIX
GENERAL PROVISIONS

I. WAIVER PROVISION ON BARGAINING DURING TERM AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the terms of this Agreement, the Association hereby agrees not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Memorandum of Understanding.

During the term of this Agreement, the parties agree to meet and confer regarding updates to various policies and rules when requested by the City.

II. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national or local emergency, or similar circumstances as determined by management, the provisions of this Memorandum of Understanding that restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet with the City regarding the impact on employees of the suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

A. MOU Remains in Full Force and Effect

Should any article, section, subsection, subdivision, sentence, clause, phrase or provision of this Memorandum of Understanding be found in conflict or inconsistent with such applicable provisions of Federal or State law or otherwise held to be invalid, unenforceable, inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

B. Successor Provision

In the event any provision shall have been found to be inoperative, void or invalid as aforementioned, the City and the Associations shall, upon the request of either party, meet and confer in an effort to agree upon a successor provision.

IV. PROVISIONS OF MEMORANDUM

A. Sole and Entire Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and Memorandums of Understanding, oral or written, expressed or implied, between the parties, and shall govern their entire relationship and/or any and all rights or claims which may be asserted hereunder or otherwise. This Memorandum of Understanding is not intended to cover any matters preempted by Federal or State law.

The Parties reached agreement on a consolidated MOU to include all mutually agreed side letters signed between 2016 and 2020 with the intention of maintaining the existing terms and conditions of employment contained in the July 1st 2014 to June 30, 2015 MOU except as modified by said side letters and this MOU. Unless the Parties agreed otherwise in this MOU, if the terms and conditions contained in the consolidated MOU differ from those established in one or more of the side letters or in the July 1, 2014 to June 30, 2015 MOU, the terms of the former will prevail and the Parties will meet to correct the issue in the consolidated MOU. This paragraph is intended only to cover the initial term of the consolidated MOU and will become ineffective on June 30, 2024.

B. Personnel and Departmental Rules

1. It is understood and agreed that there exist within the City, in written form, Personnel and Departmental Rules.

2. Except as specifically modified by this Memorandum of Understanding (MOU) these rules and regulations and any subsequent amendments thereof, shall be in full force and effect.

3. Before any new or subsequent amendments to these Personnel and/or departmental rules and regulations which directly affect wages, or significantly alter hours, and terms and conditions of employment are implemented, the City shall meet with the Association regarding such changes.

4. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met with the Association as required.

V. AMENDMENTS TO MEMORANDUM OF UNDERSTANDING

The provisions of this Memorandum of Understanding can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the designated representatives of the City and the Association.

VI. RATIFICATION AND IMPLEMENTATION

A. ACKNOWLEDGEMENT

The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by those Association members voting who are in classifications requested by each Association set forth in this Agreement and adopted by Resolution by the City Council.

B. Mutual Recommendation

This Agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits, and other terms and conditions of employment for unit employees represented by each Association.

C. Ratification

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and the Associations and entered into on _____, 2021.

D. Term of Memorandum of Understanding

The term of this Memorandum of Understanding shall be for a period of three (3) years, commencing on July 1, 2021 and terminating June 30, 2024 at 11:59 p.m.

PARTIES TO THE AGREEMENT

Confidential Employees Association

Deborah Johnston, President

Erica Taylor, Vice-President

City of West Covina

David Carmany, City Manager

Helen Tran, Director of Human Resources/Risk Management

APPENDIX "A"

CITY OF WEST COVINA
CONFIDENTIAL EMPLOYEE UNIT

The following are those classifications, which have been recognized by the City to be assigned to the Confidential Employee Unit:

JOB TITLES/CLASSIFICATIONS (EXEMPT — Not Eligible for Overtime)

Accountant
Senior Accountant
Criminal Justice Research Analyst I, II
Deputy City Clerk
User Support Specialist

JOB TITLES/CLASSIFICATIONS (NON-EXEMPT — Eligible for Overtime)

Accounting Technician
Administrative Aide
Senior Administrative Assistant
(formerly Department Administrative Assistant)
Departmental Aide
Human Resources Technician
Purchasing Assistant
Administrative Assistant II
Executive Assistant to City Manager

NOTE: Exempt status will be determined according to FLSA if new positions are added to the Unit during the term of this contract.

Revised 11/2021

APPENDIX "B"

CONFIDENTIAL SALARY SCHEDULE

Effective November 13, 2021 - 8% COLA

POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Accountant	CE160	$4,671				$6,305
Accounting Technician	CE450	$3,540				$4,778
Administrative Aide	CE226	$3,693				$4,984
Administrative Assistant II	CE105	$3,473				$4,685
Criminal Justice Research Analyst I	CE156	$4,580				$6,183
Criminal Justice Research Analyst II	CE157	$5,566				$6,957
Departmental Aide	CE532	$4,015				$5,750
Deputy City Clerk	CE430	$4,443				$5,998
Executive Assistant to City Manager	CE355	$4,271				$5,764
Human Resources Technician	CE415	$3,752				$5,063
Senior Accountant	CE170	$5,838				$7,882
Senior Administrative Assistant	CE410	$3,752				$5,063
User Support Specialist	CE310	$4,897				$6,611

Effective July 1, 2022 - 3% COLA

POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Accountant	CE160	$4,811				$6,494
Accounting Technician	CE450	$3,646				$4,921
Administrative Aide	CE226	$3,803				$5,134
Administrative Assistant II	CE105	$3,577				$4,826
Criminal Justice Research Analyst I	CE156	$4,718				$6,368
Criminal Justice Research Analyst II	CE157	$5,733				$7,166
Departmental Aide	CE532	$4,136				$5,922
Deputy City Clerk	CE430	$4,576				$6,178
Executive Assistant to City Manager	CE355	$4,400				$5,937
Human Resources Technician	CE415	$3,864				$5,215
Senior Accountant	CE170	$6,014				$8,118
Senior Administrative Assistant	CE410	$3,864				$5,215
User Support Specialist	CE310	$5,044				$6,809

APPENDIX "B"

CONFIDENTIAL SALARY SCHEDULE

Effective July 1, 2023 - 3% COLA						
POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Accountant	CE160	$4,955				$6,689
Accounting Technician	CE450	$3,756				$5,069
Administrative Aide	CE226	$3,917				$5,288
Administrative Assistant II	CE105	$3,685				$4,970
Criminal Justice Research Analyst I	CE156	$4,859				$6,560
Criminal Justice Research Analyst II	CE157	$5,905				$7,381
Departmental Aide	CE532	$4,260				$6,100
Deputy City Clerk	CE430	$4,714				$6,364
Executive Assistant to City Manager	CE355	$4,532				$6,115
Human Resources Technician	CE415	$3,980				$5,371
Senior Accountant	CE170	$6,194				$8,362
Senior Administrative Assistant	CE410	$3,980				$5,371
User Support Specialist	CE310	$5,195				$7,013

AGENDA ITEM NO. 11

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 2, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF RESOLUTION REPEALING AND REPLACING THE SALARY SCHEDULE FOR FULL-TIME CLASSIFICATIONS TO REFLECT THE CITY OF WEST COVINA SUCCESSOR MOU AGREEMENTS

RECOMMENDATION:

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

> **RESOLUTION NO. 2021-113 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REPEALING AND REPLACING THE SALARY SCHEDULE FOR FULL-TIME CLASSIFICATIONS OF THE CITY OF WEST COVINA**

BACKGROUND:

The City of West Covina and the West Covina Maintenance & Crafts Employees' Association, Confidential Employees' Association, General Employees' Association, Middle Management Employees' Association, each represented by City Employees Associates, and Non-Sworn Safety Support Employees' Union, represented by the Teamsters Local 1932, have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Code § 3500. The meet and confer process resulted in Memorandums of Understanding (MOUs) between the associations and the City regarding terms and conditions of employment. The MOUs have three-year terms, from July 1, 2021 through June 30, 2024.

Public agencies are required to report pay rates to California Public Employees' Retirement System ("CalPERS"). Government Code sections 20636, 20636.1, 7522.34 (a) and corresponding sections of Title 2 of section 570.5 of the California Code of Regulations (CCR) require that all CalPERS employers maintain their compensation levels in a publicly available document, approved and adopted by the governing body.

DISCUSSION:

The updated full-time salary schedule, included as Attachment No. 2 to this report, includes the approved salaries reflecting cost-of-living adjustments (COLA) as per the successor Memorandums of Understanding for the City of West Covina Maintenance & Crafts Employees' Association, Confidential Employees' Association, General Employees' Association, Middle Management Employees' Association, each represented by City Employees Associates, and Non-Sworn Safety Support Employees' Union, represented by the Teamsters Local 1932.

LEGAL REVIEW:

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

Prepared by: Helen Tran, Director of Human Resources/Risk Management Department

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Attachments

Attachment No. 1 - Resolution No. 2021-113

Attachment No. 2 - Exhibit A (Full-time Salary Schedule)

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

ATTACHMENT NO. 1

RESOLUTION NO. 2021-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, REPEALING AND REPLACING THE SALARY SCHEDULE FOR FULL-TIME CLASSIFICATIONS OF THE CITY OF WEST COVINA

WHEREAS, Section 2-205 of the West Covina Municipal Code provides that the compensation of employees shall be fixed as set forth in the Municipal Code or by resolution of the City Council; and

WHEREAS, on November 2, 2021, through the adoption of Resolutions Nos. 2021-108, 2021-109, 2021-110, 2021-111 and 2021-112, the City Council approved Memorandums of Understanding with the West Covina Maintenance & Crafts Employees' Association, the West Covina Confidential Employees' Association, the West Covina General Employees' Association, the West Covina Middle Management Employees' Association, and the West Covina Non-Sworn Safety Support Employees' Union; and

WHEREAS, the approved Memorandums of Understanding provide for increases to the salaries of the members of the West Covina Maintenance & Crafts Employees' Association, the West Covina Confidential Employees' Association, the West Covina General Employees' Association, the West Covina Middle Management Employees' Association, and the West Covina Non-Sworn Safety Support Employees' Union; and

WHEREAS, public agencies report payrates to California Public Employees' Retirement System ("CalPERS"). Government Code sections 20636, 20636.1, 7522.34(a) and corresponding provisions set forth in Section 570.5 of Title 2 of the California Code of Regulations require that all CalPERS employers maintain their compensation levels in a publicly available document, approved and adopted by the governing body; and

WHEREAS, the City Council desires to update the City's Full-Time Salary Schedule accordingly.

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

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Full-Time Salary Schedule adopted on May 18, 2021 through the adoption of Resolution No. 2021-53 is hereby repealed and replaced with the Full-Time Salary Schedule set forth in Exhibit "A," attached hereto and incorporated herein, effective November 13, 2021.

SECTION 3. Resolution No. 2021-53 is hereby repealed.

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

APPROVED AND ADOPTED this 2nd day of November, 2021.

_____
Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-113 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of November, 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lisa Sherrick
Assistant City Clerk

CITY OF WEST COVINA

FULL-TIME SALARY SCHEDULE

Effective November 13, 2021

POSITION TITLE	BARGAINING UNIT	GRADE	MONTHLY PAY RANGE STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Accountant	Confidential Employees	CE160	$4,671				$6,305
Accounting Technician	Confidential Employees	CE450	$3,540				$4,778
Administrative Aide	Confidential Employees	CE226	$3,693				$4,984
Administrative Assistant II	Confidential Employees	CE105	$3,473				$4,685
~~Community Television Producer~~	~~Confidential Employees~~	~~CE270~~					
Criminal Justice Research Analyst I	Confidential Employees	CE156	$4,580				$6,183
Criminal Justice Research Analyst II	Confidential Employees	CE157	$5,566				$6,957
Departmental Aide	Confidential Employees	CE532	$4,015				$5,750
Deputy City Clerk	Confidential Employees	CE430	$4,443				$5,998
Executive Assistant to City Manager	Confidential Employees	CE355	$4,271				$5,764
Human Resources Technician	Confidential Employees	CE415	$3,752				$5,063
~~Programmer Analyst I~~	~~Confidential Employees~~	~~CE215~~					
~~Revenue Services Supervisor~~	~~Confidential Employees~~	~~CE535~~					
Senior Accountant	Confidential Employees	CE170	$5,838				$7,882
Senior Administrative Assistant	Confidential Employees	CE410	$3,752				$5,063
~~Software Developer~~	~~Confidential Employees~~	~~CE210~~					
User Support Specialist	Confidential Employees	CE310	$4,897				$6,611
Assistant City Clerk	Department Heads	DH310	$7,332	-	-	-	$9,898
Assistant City Manager	Department Heads	DH250	$11,273	-	-	-	$15,215
City Manager	Department Heads	DH160	$17,667	-	-	-	-
Community Development Director	Department Heads	DH120	$10,494	-	-	-	$14,167
Community Services Director	Department Heads	DH020	$9,415	-	-	-	$12,710
Deputy City Manager	Department Heads	DH260	$8,140	-	-	-	$10,989
Finance Director	Department Heads	DH040	$11,583	-	-	-	$15,637
Fire Chief	Department Heads	DH180	$12,641	-	-	-	$17,066
Human Resources & Risk Management Director	Department Heads	DH070	$9,160	-	-	-	$12,366
Planning Director	Department Heads	DH090	$9,024	-	-	-	$12,183
Police Chief	Department Heads	DH075	$14,307	-	-	-	$18,027
Public Health Officer	Department Heads	DH090	$12,864	$13,507	$14,183	$14,892	$15,637
Public Works Director	Department Heads	DH060	$11,018	-	-	-	$14,875
Assistant Fire Chief	Fire Management Assoc.	FM275	$8,829	-	-	-	$11,923
Fire Captain	Firefighters Association	FR030	$8,358	$8,776	$9,215	$9,676	$10,160
Fire Engineer	Firefighters Association	FR020	$7,148	$7,506	$7,881	$8,275	$8,689
Firefighter	Firefighters Association	FR010	$6,133	$6,440	$6,762	$7,100	$7,455
Firefighter Paramedic	Firefighters Association	FR020	$7,148	$7,506	$7,881	$8,275	$8,689

Revised 11.02.2021 by RESO 2021-113
Replaces Schedule 05.18.2021

POSITION TITLE	BARGAINING UNIT	GRADE	MONTHLY PAY RANGE STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Account Clerk	General Employees	GN060	$3,265	$3,429	$3,600	$3,780	$3,969
Administrative Assistant I	General Employees	GN090	$3,480	$3,654	$3,836	$4,028	$4,230
Administrative Technician	General Employees	GN045	$3,265	$3,429	$3,600	$3,780	$3,969
~~Building Inspector I~~	~~General Employees~~	~~GN250~~					
~~Business License Inspector~~	~~General Employees~~	~~GN170~~					
~~Civil Engineering Assistant~~	~~General Employees~~	~~GN290~~					
Code Enforcement Officer	General Employees	GN210	$4,360	$4,578	$4,807	$5,047	$5,300
~~Communications Technician~~	~~General Employees~~	~~GN335~~					
~~Community Enhancement Coordinator~~	~~General Employees~~	~~GN211~~					
Community Services Coordinator	General Employees	GN315	$4,534	$4,761	$4,998	$5,249	$5,511
~~Community Television Production Asst.~~	~~General Employees~~	~~GN185~~					
Computer Services Technician	General Employees	GN200	$4,412	$4,632	$4,863	$5,106	$5,362
~~Construction Coordinator~~	~~General Employees~~	~~GN310~~					
~~Contract Coordinator~~	~~General Employees~~	~~GN320~~					
~~Court Liaison Officer~~	~~General Employees~~	~~CRTLIA~~					
Economic Development Specialist	General Employees	GN035	$4,430	$4,652	$4,885	$5,129	$5,385
~~Engineering Technician~~	~~General Employees~~	~~GN260~~					
Fire Protection Specialist	General Employees	GN365	$4,808	$5,048	$5,301	$5,566	$5,844
Fleet Services Coordinator	General Employees	GN330	$5,271	$5,535	$5,811	$6,102	$6,408
Head Cook	General Employees	GN350	$3,883	$4,076	$4,280	$4,494	$4,719
Housing Program Coordinator	General Employees	GN245	$5,505	$5,780	$6,069	$6,372	$6,691
Office Assistant I	General Employees	GN010	$2,549	$2,676	$2,809	$2,951	$3,097
Office Assistant II	General Employees	GN030	$2,920	$3,066	$3,219	$3,380	$3,550
Parking Enforcement Officer	General Employees	GN080	$3,255	$3,418	$3,589	$3,768	$3,957
~~Permit Technician~~	~~General Employees~~	~~GN165~~					
Planning Aide	General Employees	GN175	$3,599	$3,779	$3,968	$4,167	$4,375
Planning Assistant	General Employees	GN270	$4,844	$5,086	$5,341	$5,607	$5,888
Planning Associate	General Employees	GN280	$5,192	$5,451	$5,723	$6,009	$6,310
Police Officer Recruit	General Employees	GN230	$4,391	$4,611	$4,842	$5,084	$5,337
Senior Account Clerk	General Employees	GN120	$3,533	$3,710	$3,894	$4,090	$4,294
~~Senior Citizens Program Coordinator~~	~~General Employees~~	~~GN360~~					
~~Senior Communications Technician~~	~~General Employees~~	~~GN240~~					
~~Street Section Coordinator~~	~~General Employees~~	~~GN312~~					
Victim Advocate	General Employees	GN140	$3,668	$3,851	$4,044	$4,245	$4,458
Building Maintenance Leadworker	Maintenance & Crafts	MT200	$4,441	$4,662	$4,896	$5,141	$5,398
Electrician I	Maintenance & Crafts	MT210	$3,655	$3,838	$4,029	$4,231	$4,443
Electrician II	Maintenance & Crafts	MT090	$4,547	$4,775	$5,013	$5,264	$5,527
Electrician Leadworker	Maintenance & Crafts	MT120	$5,037	$5,289	$5,553	$5,831	$6,123
Equipment Mechanic I	Maintenance & Crafts	MT030	$3,559	$3,737	$3,924	$4,119	$4,325

POSITION TITLE	BARGAINING UNIT	GRADE	MONTHLY PAY RANGE STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Equipment Mechanic II	Maintenance & Crafts	MT080	$4,203	$4,414	$4,634	$4,866	$5,109
Equipment Mechanic Leadworker	Maintenance & Crafts	MT130	$4,758	$4,996	$5,247	$5,509	$5,784
Equipment Operator	Maintenance & Crafts	MT060	$4,090	$4,294	$4,509	$4,735	$4,971
Maintenance Leadworker	Maintenance & Crafts	MT100	$4,310	$4,526	$4,752	$4,990	$5,239
Maintenance Services Coordinator	Maintenance & Crafts	MT1410	$5,289	$5,553	$5,831	$6,123	$6,428
Maintenance Worker I	Maintenance & Crafts	MT010	$3,284	$3,448	$3,621	$3,802	$3,992
Maintenance Worker II	Maintenance & Crafts	MT020	$3,447	$3,620	$3,801	$3,991	$4,190
Maintenance Worker III	Maintenance & Crafts	MT040	$3,618	$3,799	$3,988	$4,188	$4,398
Senior Maintenance Worker	Maintenance & Crafts	MT050	$3,686	$3,870	$4,063	$4,266	$4,480
~~Sign Painter~~	~~Maintenance & Crafts~~	~~MT070~~					
Accounting Manager	Mid-Management	MM025	$6,685				$9,027
~~Administrative Services Manager~~	~~Mid-Management~~	~~MM045~~					
~~Assistant City Engineer~~	~~Mid-Management~~	~~MM520~~					
Assistant Finance Director	Mid-Management	MM455	$11,848	$12,439	$13,051	$13,715	$14,401
Assistant to the City Manager	Mid-Management	MM132	$6,975				$9,417
~~Chief Building Official~~	~~Mid-Management~~	~~MM500~~					
~~Civil Engineering Associate~~	~~Mid-Management~~	~~MM110~~					
Code Enforcement Manager	Mid-Management	MM308	$7,545				$10,219
Code Enforcement Supervisor	Mid-Management	MM465	$5,358				$7,233
Communications Manager	Mid-Management	MM461	$6,228				$8,305
Communications Supervisor	Mid-Management	MM460	$5,182				$6,998
Community Services Manager	Mid-Management	MM300	$6,227				$8,407
~~Computer Systems Administrator~~	~~Mid-Management~~	~~MM490~~					
~~Deputy Building Official~~	~~Mid-Management~~	~~MM514~~					
Deputy Fire Marshal	Mid-Management	MM133	$5,951				$7,233
Economic Development / HSG	Mid-Management	MM040	$7,544				$10,185
Economic Development Project Coordinator	Mid-Management	MM134	$5,671				$7,656
~~Equipment Maintenance Supervisor~~	~~Mid-Management~~	~~MM120~~					
Fire Marshal	Mid-Management	MM135	$6,976				$9,417
Human Resources Analyst I	Mid-Management	MM304	$4,956				$6,694
Human Resources Analyst II	Mid-Management	MM305	$5,419				$7,316
Human Resources Manager	Mid-Management	MM306	$7,545				$10,219
Information Technology Analyst I	Mid-Management	MM492	$5,664				$7,585
Information Technology Analyst II	Mid-Management	MM493	$7,585				$8,342
Information Technology Manager	Mid-Management	MM491	$8,294				$10,481
~~Maintenance Services Supervisor~~	~~Mid-Management~~	~~MM350~~					
Management Analyst I	Mid-Management	MM320	$4,554				$6,146
Management Analyst II	Mid-Management	MM130	$5,671				$7,656
Park Maintenance Supervisor	Mid-Management	MM530	$5,389				$7,276

Revised 11.02.2021 by RESO 2021-113
Replaces Schedule 05.18.2021

POSITION TITLE	BARGAINING UNIT	GRADE	MONTHLY PAY RANGE STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
~~Plan Check Engineer~~	~~Mid-Management~~	~~MM055~~					
Planning Manager	Mid-Management	MM020	$8,000				$10,800
Police Administrative Services Manager	Mid-Management	MM131	$6,693				$9,034
Police Records Supervisor	Mid-Management	MM060	$5,349				$7,220
~~Principal Engineer~~	~~Mid-Management~~	~~MM515~~					
Principal Planner	Mid-Management	MM265	$6,727				$9,083
Public Services Manager	Mid-Management	MM035	$6,968				$9,407
Public Services Superintendent	Mid-Management	MM302	$8,200				$11,070
~~Public Works Project Supervisor~~	~~Mid-Management~~	~~MM580~~					
~~Public Works Superintendent~~	~~Mid-Management~~	~~MM185~~					
Purchasing Manager	Mid-Management	MM225	$5,959				$8,046
Recreation Services Supervisor	Mid-Management	MM030	$5,037				$6,801
Recreation Superintendent	Mid-Management	MM301	$6,105				$8,243
~~Revenue Manager~~	~~Mid-Management~~	~~MM540~~					
~~Safety & Claims Manager~~	~~Mid-Management~~	~~MM191~~					
Senior Citizen's Services Supervisor	Mid-Management	MM390	$5,037				$6,801
Senior Planner	Mid-Management	MM020	$5,862				$7,914
~~Senior Software Developer~~	~~Mid-Management~~	~~MM315~~					
~~Software Development Manager~~	~~Mid-Management~~	~~MM310~~					
Street Maintenance Supervisor	Mid-Management	MM345	$5,491				$7,413
~~Superintendent of Maintenance Ops~~	~~Mid-Management~~	~~MM188~~					
~~Telecommunications Coordinator~~	~~Mid-Management~~	~~MM462~~					
Community Services Officer	Non-Sworn Public Safety	NS160	$3,516	$3,693	$3,876	$4,072	$4,276
Forensic Specialist	Non-Sworn Public Safety	NS003	$4,604	$4,851	$5,100	$5,348	$5,597
Jailer	Non-Sworn Public Safety	NS130	$3,661	$3,848	$4,038	$4,242	$4,453
Lead Jailer	Non-Sworn Public Safety	NS131	$4,029	$4,247	$4,464	$4,681	$4,898
Police Records Specialist I	Non-Sworn Public Safety	NS070	$3,054	$3,210	$3,369	$3,537	$3,714
Police Records Specialist II	Non-Sworn Public Safety	NS110	$3,276	$3,440	$3,613	$3,794	$3,982
Public Safety Dispatcher	Non-Sworn Public Safety	NS001	$4,700	$4,935	$5,182	$5,441	$5,712
Senior Communications Operator	Non-Sworn Public Safety	NS002	$5,264	$5,527	$5,804	$6,093	$6,397
Police Captain	Police Management Assoc.	PM350	$14,594	-	-	-	$16,783
Police Lieutenant	Police Management Assoc.	PM475	$13,750	$14,667	$15,667	N/A	N/A
Police Corporal	Police Officers Association	PD020	$7,494	$7,869	$8,262	$8,675	$9,109
Police Officer	Police Officers Association	PD010	$6,955	$7,303	$7,668	$8,051	$8,454
Police Sergeant	Police Officers Association	PD030	$8,674	$9,108	$9,563	$10,042	$10,544

1) Revised on June 19, 2018 by Resolutions 2018-87 thru 2018-91 (Successor MOU's w/ CEA, GEA, MCEA, and MMEA)
2) Revised on October 2, 2018 by Resolution 2018-124 (Reorganization and consolidation of Public Works, Planning, and Community Services Departments)
3) Revised on February 5, 2019 by Resolution 2019-09 (Dispatch Salary Adjustments), effective March 9, 2019.

Revised 11.02.2021 by RESO 2021-113
Replaces Schedule 05.18.2021

4) Revised on November 5, 2019 by Resolution 2019-87 (Code Enforcement Manager), effective November 5, 2019.

5) Revised on January 7, 2020 by Resolution 2020-2 (Salary Adjustments to Finance Director, Fire Captain, Fire Engineer, Firefighter, Firefighter/Paramedic, Police Officer, Police Corporal and Police Sergeant and delete Finance and Administrative Services Director).

6) Revised on April 6, 2021 by Resolution 2021-24 (Salary Adjustment to Assistant Finance Director and Classification Title updates to Chief Building Official, Building Inspector I and Permit Technician).

7) Revised on May 18, 2021 by Resolution 2021-53 (Added Public Health Officer and Maintenance Services Coordinator)

8) Revised on November 2, 2021 by Resolutions 2021-108 thru 2021-112 (Successor MOU's w/ CEA, GEA, MCEA, MMEA, NSSS)

CITY OF WEST COVINA

FULL-TIME SALARY SCHEDULE

Effective July 1, 2022 - June 30, 2023

			MONTHLY PAY RANGE				
POSITION TITLE	BARGAINING UNIT	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Accountant	Confidential Employees	CE160	$4,811				$6,494
Accounting Technician	Confidential Employees	CE450	$3,646				$4,921
Administrative Aide	Confidential Employees	CE226	$3,803				$5,134
Administrative Assistant II	Confidential Employees	CE105	$3,577				$4,826
~~Community Television Producer~~	~~Confidential Employees~~	~~CE270~~					
Criminal Justice Research Analyst I	Confidential Employees	CE156	$4,718				$6,368
Criminal Justice Research Analyst II	Confidential Employees	CE157	$5,733				$7,166
Departmental Aide	Confidential Employees	CE532	$4,136				$5,922
Deputy City Clerk	Confidential Employees	CE430	$4,576				$6,178
Executive Assistant to City Manager	Confidential Employees	CE355	$4,400				$5,937
Human Resources Technician	Confidential Employees	CE415	$3,864				$5,215
~~Programmer Analyst I~~	~~Confidential Employees~~	~~CE215~~					
~~Revenue Services Supervisor~~	~~Confidential Employees~~	~~CE535~~					
Senior Accountant	Confidential Employees	CE170	$6,014				$8,118
Senior Administrative Assistant	Confidential Employees	CE410	$3,864				$5,215
~~Software Developer~~	~~Confidential Employees~~	~~CE210~~					
User Support Specialist	Confidential Employees	CE310	$5,044				$6,809
Assistant City Clerk	Department Heads	DH310	$7,332	-	-	-	$9,898
Assistant City Manager	Department Heads	DH250	$11,273	-	-	-	$15,215
City Manager	Department Heads	DH160	$17,667	-	-	-	-
Community Development Director	Department Heads	DH120	$10,494	-	-	-	$14,167
Community Services Director	Department Heads	DH020	$9,415	-	-	-	$12,710
Deputy City Manager	Department Heads	DH260	$8,140	-	-	-	$10,989
Finance Director	Department Heads	DH040	$11,583	-	-	-	$15,637
Fire Chief	Department Heads	DH180	$12,641	-	-	-	$17,066
Human Resources & Risk Management Director	Department Heads	DH070	$9,160	-	-	-	$12,366
Planning Director	Department Heads	DH090	$9,024	-	-	-	$12,183
Police Chief	Department Heads	DH075	$14,307	-	-	-	$18,027
Public Health Officer	Department Heads	DH090	$12,864	$13,507	$14,183	$14,892	$15,637
Public Works Director	Department Heads	DH060	$11,018	-	-	-	$14,875
Assistant Fire Chief	Fire Management Assoc.	FM275	$8,829	-	-	-	$11,923
Fire Captain	Firefighters Association	FR030	$8,358	$8,776	$9,215	$9,676	$10,160
Fire Engineer	Firefighters Association	FR020	$7,148	$7,506	$7,881	$8,275	$8,689
Firefighter	Firefighters Association	FR010	$6,133	$6,440	$6,762	$7,100	$7,455
Firefighter Paramedic	Firefighters Association	FR020	$7,148	$7,506	$7,881	$8,275	$8,689

Revised 11.02.2021 by RESO 2021-113
Replaces Schedule 05.18.2021

			MONTHLY PAY RANGE				
POSITION TITLE	**BARGAINING UNIT**	**GRADE**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**
Account Clerk	General Employees	GN060	$3,363	$3,532	$3,708	$3,893	$4,088
Administrative Assistant I	General Employees	GN090	$3,584	$3,763	$3,951	$4,149	$4,357
Administrative Technician	General Employees	GN045	$3,363	$3,532	$3,708	$3,893	$4,088
~~Building Inspector I~~	~~General Employees~~	~~GN250~~					
~~Permit Technician~~	~~General Employees~~	~~GN165~~					
~~Business License Inspector~~	~~General Employees~~	~~GN170~~					
~~Civil Engineering Assistant~~	~~General Employees~~	~~GN290~~					
Code Enforcement Officer	General Employees	GN210	$4,491	$4,715	$4,951	$5,198	$5,459
~~Communications Technician~~	~~General Employees~~	~~GN335~~					
~~Community Enhancement Coordinator~~	~~General Employees~~	~~GN211~~					
Community Services Coordinator	General Employees	GN315	$4,670	$4,903	$5,148	$5,406	$5,677
~~Community Television Production Asst.~~	~~General Employees~~	~~GN185~~					
Computer Services Technician	General Employees	GN200	$4,544	$4,771	$5,009	$5,259	$5,523
~~Construction Coordinator~~	~~General Employees~~	~~GN310~~					
~~Contract Coordinator~~	~~General Employees~~	~~GN320~~					
~~Court Liaison Officer~~	~~General Employees~~	~~CRTLIA~~					
Economic Development Specialist	General Employees	GN035	$4,563	$4,791	$5,031	$5,283	$5,546
~~Engineering Technician~~	~~General Employees~~	~~GN260~~					
Fire Protection Specialist	General Employees	GN365	$4,952	$5,199	$5,460	$5,733	$6,019
Fleet Services Coordinator	General Employees	GN330	$5,430	$5,701	$5,986	$6,285	$6,600
Head Cook	General Employees	GN350	$3,999	$4,198	$4,408	$4,629	$4,860
Housing Program Coordinator	General Employees	GN245	$5,670	$5,954	$6,251	$6,563	$6,891
Office Assistant I	General Employees	GN010	$2,625	$2,757	$2,893	$3,039	$3,190
Office Assistant II	General Employees	GN030	$3,008	$3,158	$3,316	$3,482	$3,656
Parking Enforcement Officer	General Employees	GN080	$3,353	$3,521	$3,697	$3,881	$4,076
Planning Aide	General Employees	GN175	$3,707	$3,892	$4,087	$4,292	$4,506
Planning Assistant	General Employees	GN270	$4,989	$5,238	$5,501	$5,776	$6,065
Planning Associate	General Employees	GN280	$5,347	$5,614	$5,895	$6,189	$6,500
Police Officer Recruit	General Employees	GN230	$4,523	$4,749	$4,987	$5,236	$5,497
Senior Account Clerk	General Employees	GN120	$3,639	$3,821	$4,011	$4,213	$4,423
~~Senior Citizens Program Coordinator~~	~~General Employees~~	~~GN360~~					
~~Senior Communications Technician~~	~~General Employees~~	~~GN240~~					
~~Street Section Coordinator~~	~~General Employees~~	~~GN312~~					
Victim Advocate	General Employees	GN140	$3,778	$3,967	$4,165	$4,373	$4,592
Building Maintenance Leadworker	Maintenance & Crafts	MT200	$4,574	$4,802	$5,043	$5,295	$5,560
Electrician I	Maintenance & Crafts	MT210	$3,764	$3,953	$4,150	$4,358	$4,576
Electrician II	Maintenance & Crafts	MT090	$4,683	$4,918	$5,164	$5,422	$5,693
Electrician Leadworker	Maintenance & Crafts	MT120	$5,188	$5,447	$5,720	$6,006	$6,306
Equipment Mechanic I	Maintenance & Crafts	MT030	$3,665	$3,849	$4,041	$4,243	$4,455

			MONTHLY PAY RANGE				
POSITION TITLE	**BARGAINING UNIT**	**GRADE**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**
Equipment Mechanic II	Maintenance & Crafts	MT080	$4,329	$4,546	$4,773	$5,012	$5,263
Equipment Mechanic Leadworker	Maintenance & Crafts	MT130	$4,901	$5,146	$5,404	$5,674	$5,958
Equipment Operator	Maintenance & Crafts	MT060	$4,213	$4,423	$4,644	$4,877	$5,120
Maintenance Leadworker	Maintenance & Crafts	MT100	$4,440	$4,662	$4,895	$5,139	$5,396
Maintenance Services Coordinator	Maintenance & Crafts	MT1410	$5,447	$5,720	$6,006	$6,306	$6,621
Maintenance Worker I	Maintenance & Crafts	MT010	$3,383	$3,552	$3,730	$3,916	$4,111
Maintenance Worker II	Maintenance & Crafts	MT020	$3,551	$3,729	$3,915	$4,110	$4,316
Maintenance Worker III	Maintenance & Crafts	MT040	$3,727	$3,913	$4,108	$4,314	$4,530
Senior Maintenance Worker	Maintenance & Crafts	MT050	$3,797	$3,986	$4,185	$4,394	$4,614
~~Sign Painter~~	~~Maintenance & Crafts~~	~~MT070~~					
Accounting Manager	Mid-Management	MM025	$6,886				$9,297
~~Administrative Services Manager~~	~~Mid-Management~~	~~MM045~~					
~~Assistant City Engineer~~	~~Mid-Management~~	~~MM520~~					
Assistant Finance Director	Mid-Management	MM455	$12,203	$12,813	$13,442	$14,126	$14,833
Assistant to the City Manager	Mid-Management	MM132	$7,184				$9,699
~~Chief Building Official~~	~~Mid-Management~~	~~MM500~~					
~~Civil Engineering Associate~~	~~Mid-Management~~	~~MM110~~					
Code Enforcement Manager	Mid-Management	MM308	$7,771				$10,526
Code Enforcement Supervisor	Mid-Management	MM465	$5,519				$7,450
Communications Manager	Mid-Management	MM461	$6,415				$8,554
Communications Supervisor	Mid-Management	MM460	$5,337				$7,208
Community Services Manager	Mid-Management	MM300	$6,414				$8,659
~~Computer Systems Administrator~~	~~Mid-Management~~	~~MM490~~					
~~Deputy Building Official~~	~~Mid-Management~~	~~MM514~~					
Deputy Fire Marshal	Mid-Management	MM133	$6,129				$7,450
Economic Development / HSG	Mid-Management	MM040	$7,770				$10,491
Economic Development Project Coordinator	Mid-Management	MM134	$5,841				$7,886
~~Equipment Maintenance Supervisor~~	~~Mid-Management~~	~~MM120~~					
Fire Marshal	Mid-Management	MM135	$7,185				$9,699
Human Resources Analyst I	Mid-Management	MM304	$5,105				$6,895
Human Resources Analyst II	Mid-Management	MM305	$5,582				$7,535
Human Resources Manager	Mid-Management	MM306	$7,771				$10,526
Information Technology Analyst I	Mid-Management	MM492	$5,833				$7,812
Information Technology Analyst II	Mid-Management	MM493	$7,812				$8,592
Information Technology Manager	Mid-Management	MM491	$8,543				$10,796
~~Maintenance Services Supervisor~~	~~Mid-Management~~	~~MM350~~					
Management Analyst I	Mid-Management	MM320	$4,691				$6,331
Management Analyst II	Mid-Management	MM130	$5,841				$7,886
Park Maintenance Supervisor	Mid-Management	MM530	$5,551				$7,494

POSITION TITLE	BARGAINING UNIT	GRADE	MONTHLY PAY RANGE STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
~~Plan Check Engineer~~	~~Mid-Management~~	~~MM055~~					
Planning Manager	Mid-Management	MM020	$8,240				$11,124
Police Administrative Services Manager	Mid-Management	MM131	$6,894				$9,305
Police Records Supervisor	Mid-Management	MM060	$5,510				$7,436
~~Principal Engineer~~	~~Mid-Management~~	~~MM515~~					
Principal Planner	Mid-Management	MM265	$6,929				$9,355
Public Services Manager	Mid-Management	MM035	$7,177				$9,689
Public Services Superintendent	Mid-Management	MM302	$8,446				$11,402
~~Public Works Project Supervisor~~	~~Mid-Management~~	~~MM580~~					
~~Public Works Superintendent~~	~~Mid-Management~~	~~MM185~~					
Purchasing Manager	Mid-Management	MM225	$6,138				$8,287
Recreation Services Supervisor	Mid-Management	MM030	$5,188				$7,005
Recreation Superintendent	Mid-Management	MM301	$6,288				$8,490
~~Revenue Manager~~	~~Mid-Management~~	~~MM540~~					
~~Safety & Claims Manager~~	~~Mid-Management~~	~~MM191~~					
Senior Citizen's Services Supervisor	Mid-Management	MM390	$5,188				$7,005
Senior Planner	Mid-Management	MM020	$6,038				$8,152
~~Senior Software Developer~~	~~Mid-Management~~	~~MM315~~					
~~Software Development Manager~~	~~Mid-Management~~	~~MM310~~					
Street Maintenance Supervisor	Mid-Management	MM345	$5,655				$7,636
~~Superintendent of Maintenance Ops~~	~~Mid-Management~~	~~MM188~~					
~~Telecommunications Coordinator~~	~~Mid-Management~~	~~MM462~~					
Community Services Officer	Non-Sworn Public Safety	NS160	$3,622	$3,803	$3,992	$4,194	$4,404
Forensic Specialist	Non-Sworn Public Safety	NS003	$4,742	$4,997	$5,253	$5,509	$5,764
Jailer	Non-Sworn Public Safety	NS130	$3,771	$3,963	$4,159	$4,370	$4,586
Lead Jailer	Non-Sworn Public Safety	NS131	$4,150	$4,374	$4,598	$4,821	$5,045
Police Records Specialist I	Non-Sworn Public Safety	NS070	$3,146	$3,306	$3,470	$3,643	$3,826
Police Records Specialist II	Non-Sworn Public Safety	NS110	$3,374	$3,543	$3,721	$3,908	$4,101
Public Safety Dispatcher	Non-Sworn Public Safety	NS001	$4,841	$5,083	$5,337	$5,604	$5,883
Senior Communications Operator	Non-Sworn Public Safety	NS002	$5,422	$5,693	$5,978	$6,276	$6,589
Police Captain	Police Management Assoc.	PM350	$14,594	-	-	-	$16,783
Police Lieutenant	Police Management Assoc.	PM475	$13,750	$14,667	$15,667	N/A	N/A
Police Corporal	Police Officers Association	PD020	$7,494	$7,869	$8,262	$8,675	$9,109
Police Officer	Police Officers Association	PD010	$6,955	$7,303	$7,668	$8,051	$8,454
Police Sergeant	Police Officers Association	PD030	$8,674	$9,108	$9,563	$10,042	$10,544

1) Revised on June 19, 2018 by Resolutions 2018-87 thru 2018-91 (Successor MOU's w/ CEA, GEA, MCEA, and MMEA)
2) Revised on October 2, 2018 by Resolution 2018-124 (Reorganization and consolidation of Public Works, Planning, and Community Services Departments)
3) Revised on February 5, 2019 by Resolution 2019-09 (Dispatch Salary Adjustments), effective March 9, 2019.

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4) Revised on November 5, 2019 by Resolution 2019-87 (Code Enforcement Manager), effective November 5, 2019.
5) Revised on January 7, 2020 by Resolution 2020-2 (Salary Adjustments to Finance Director, Fire Captain, Fire Engineer, Firefighter, Firefighter/Paramedic, Police Officer,
6) Revised on April 6, 2021 by Resolution 2021-24 (Salary Adjustment to Assistant Finance Director and Classification Title updates to Chief Building Official, Building Inspector
7) Revised on May 18, 2021 by Resolution 2021-53 (Added Public Health Officer and Maintenance Services Coordinator)
8) Revised on November 2, 2021 by Resolutions 2021-108 thru 2021-112 (Successor MOU's w/ CEA, GEA, MCEA, MMEA, NSSS)

CITY OF WEST COVINA

FULL-TIME SALARY SCHEDULE

Effective July 1, 2023

POSITION TITLE	BARGAINING UNIT	GRADE	MONTHLY PAY RANGE STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Accountant	Confidential Employees	CE160	$4,955				$6,689
Accounting Technician	Confidential Employees	CE450	$3,756				$5,069
Administrative Aide	Confidential Employees	CE226	$3,917				$5,288
Administrative Assistant II	Confidential Employees	CE105	$3,685				$4,970
~~Community Television Producer~~	~~Confidential Employees~~	~~CE270~~					
Criminal Justice Research Analyst I	Confidential Employees	CE156	$4,859				$6,560
Criminal Justice Research Analyst II	Confidential Employees	CE157	$5,905				$7,381
Departmental Aide	Confidential Employees	CE532	$4,260				$6,100
Deputy City Clerk	Confidential Employees	CE430	$4,714				$6,364
Executive Assistant to City Manager	Confidential Employees	CE355	$4,532				$6,115
Human Resources Technician	Confidential Employees	CE415	$3,980				$5,371
~~Programmer Analyst I~~	~~Confidential Employees~~	~~CE215~~					
~~Revenue Services Supervisor~~	~~Confidential Employees~~	~~CE535~~					
Senior Accountant	Confidential Employees	CE170	$6,194				$8,362
Senior Administrative Assistant	Confidential Employees	CE410	$3,980				$5,371
~~Software Developer~~	~~Confidential Employees~~	~~CE210~~					
User Support Specialist	Confidential Employees	CE310	$5,195				$7,013
Assistant City Clerk	Department Heads	DH310	$7,332	-	-	-	$9,898
Assistant City Manager	Department Heads	DH250	$11,273	-	-	-	$15,215
City Manager	Department Heads	DH160	$17,667	-	-	-	-
Community Development Director	Department Heads	DH120	$10,494	-	-	-	$14,167
Community Services Director	Department Heads	DH020	$9,415	-	-	-	$12,710
Deputy City Manager	Department Heads	DH260	$8,140	-	-	-	$10,989
Finance Director	Department Heads	DH040	$11,583	-	-	-	$15,637
Fire Chief	Department Heads	DH180	$12,641	-	-	-	$17,066
Human Resources & Risk Management Director	Department Heads	DH070	$9,160	-	-	-	$12,366
Planning Director	Department Heads	DH090	$9,024	-	-	-	$12,183
Police Chief	Department Heads	DH075	$14,307	-	-	-	$18,027
Public Health Officer	Department Heads	DH090	$12,864	$13,507	$14,183	$14,892	$15,637
Public Works Director	Department Heads	DH060	$11,018	-	-	-	$14,875
Assistant Fire Chief	Fire Management Assoc.	FM275	$8,829	-	-	-	$11,923
Fire Captain	Firefighters Association	FR030	$8,358	$8,776	$9,215	$9,676	$10,160
Fire Engineer	Firefighters Association	FR020	$7,148	$7,506	$7,881	$8,275	$8,689
Firefighter	Firefighters Association	FR010	$6,133	$6,440	$6,762	$7,100	$7,455
Firefighter Paramedic	Firefighters Association	FR020	$7,148	$7,506	$7,881	$8,275	$8,689

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POSITION TITLE	BARGAINING UNIT	GRADE	MONTHLY PAY RANGE STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Account Clerk	General Employees	GN060	$3,464	$3,638	$3,819	$4,010	$4,211
Administrative Assistant I	General Employees	GN090	$3,692	$3,876	$4,070	$4,274	$4,488
Administrative Technician	General Employees	GN045	$3,464	$3,638	$3,819	$4,010	$4,211
~~Building Inspector I~~	~~General Employees~~	~~GN250~~					
~~Permit Technician~~	~~General Employees~~	~~GN165~~					
~~Business License Inspector~~	~~General Employees~~	~~GN170~~					
~~Civil Engineering Assistant~~	~~General Employees~~	~~GN290~~					
Code Enforcement Officer	General Employees	GN210	$4,625	$4,857	$5,100	$5,354	$5,622
~~Communications Technician~~	~~General Employees~~	~~GN335~~					
~~Community Enhancement Coordinator~~	~~General Employees~~	~~GN211~~					
Community Services Coordinator	General Employees	GN315	$4,810	$5,051	$5,303	$5,568	$5,847
~~Community Television Production Asst.~~	~~General Employees~~	~~GN185~~					
Computer Services Technician	General Employees	GN200	$4,680	$4,914	$5,159	$5,417	$5,689
~~Construction Coordinator~~	~~General Employees~~	~~GN310~~					
~~Contract Coordinator~~	~~General Employees~~	~~GN320~~					
~~Court Liaison Officer~~	~~General Employees~~	~~CRTLIA~~					
Economic Development Specialist	General Employees	GN035	$4,700	$4,935	$5,182	$5,441	$5,713
~~Engineering Technician~~	~~General Employees~~	~~GN260~~					
Fire Protection Specialist	General Employees	GN365	$5,101	$5,355	$5,623	$5,905	$6,200
Fleet Services Coordinator	General Employees	GN330	$5,593	$5,872	$6,165	$6,474	$6,798
Head Cook	General Employees	GN350	$4,119	$4,324	$4,541	$4,768	$5,006
Housing Program Coordinator	General Employees	GN245	$5,840	$6,132	$6,438	$6,760	$7,098
Office Assistant I	General Employees	GN010	$2,704	$2,839	$2,980	$3,130	$3,286
Office Assistant II	General Employees	GN030	$3,098	$3,253	$3,416	$3,586	$3,766
Parking Enforcement Officer	General Employees	GN080	$3,453	$3,626	$3,807	$3,998	$4,198
Planning Aide	General Employees	GN175	$3,818	$4,009	$4,210	$4,420	$4,642
Planning Assistant	General Employees	GN270	$5,139	$5,395	$5,666	$5,949	$6,247
Planning Associate	General Employees	GN280	$5,508	$5,783	$6,071	$6,375	$6,695
Police Officer Recruit	General Employees	GN230	$4,659	$4,891	$5,136	$5,393	$5,662
Senior Account Clerk	General Employees	GN120	$3,748	$3,936	$4,132	$4,339	$4,556
~~Senior Citizens Program Coordinator~~	~~General Employees~~	~~GN360~~					
~~Senior Communications Technician~~	~~General Employees~~	~~GN240~~					
~~Street Section Coordinator~~	~~General Employees~~	~~GN312~~					
Victim Advocate	General Employees	GN140	$3,891	$4,086	$4,290	$4,504	$4,730
Building Maintenance Leadworker	Maintenance & Crafts	MT200	$4,711	$4,946	$5,194	$5,454	$5,727
Electrician I	Maintenance & Crafts	MT210	$3,877	$4,072	$4,275	$4,489	$4,714
Electrician II	Maintenance & Crafts	MT090	$4,824	$5,065	$5,319	$5,584	$5,864
Electrician Leadworker	Maintenance & Crafts	MT120	$5,344	$5,611	$5,892	$6,186	$6,495
Equipment Mechanic I	Maintenance & Crafts	MT030	$3,775	$3,964	$4,163	$4,370	$4,589

			MONTHLY PAY RANGE				
POSITION TITLE	**BARGAINING UNIT**	**GRADE**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**
Equipment Mechanic II	Maintenance & Crafts	MT080	$4,459	$4,683	$4,917	$5,163	$5,421
Equipment Mechanic Leadworker	Maintenance & Crafts	MT130	$5,048	$5,300	$5,566	$5,845	$6,137
Equipment Operator	Maintenance & Crafts	MT060	$4,339	$4,556	$4,784	$5,023	$5,274
Maintenance Leadworker	Maintenance & Crafts	MT100	$4,573	$4,802	$5,041	$5,293	$5,558
Maintenance Services Coordinator	Maintenance & Crafts	MT1410	$5,611	$5,892	$6,186	$6,495	$6,820
Maintenance Worker I	Maintenance & Crafts	MT010	$3,484	$3,658	$3,842	$4,033	$4,235
Maintenance Worker II	Maintenance & Crafts	MT020	$3,657	$3,841	$4,032	$4,234	$4,446
Maintenance Worker III	Maintenance & Crafts	MT040	$3,838	$4,031	$4,231	$4,443	$4,666
Senior Maintenance Worker	Maintenance & Crafts	MT050	$3,911	$4,105	$4,310	$4,526	$4,753
~~Sign Painter~~	~~Maintenance & Crafts~~	~~MT070~~					
Accounting Manager	Mid-Management	MM025	$7,092				$9,576
~~Administrative Services Manager~~	~~Mid-Management~~	~~MM045~~					
~~Assistant City Engineer~~	~~Mid-Management~~	~~MM520~~					
Assistant Finance Director	Mid-Management	MM455	$12,569	$13,197	$13,846	$14,550	$15,278
Assistant to the City Manager	Mid-Management	MM132	$7,399				$9,990
~~Chief Building Official~~	~~Mid-Management~~	~~MM500~~					
~~Civil Engineering Associate~~	~~Mid-Management~~	~~MM110~~					
Code Enforcement Manager	Mid-Management	MM308	$8,004				$10,841
Code Enforcement Supervisor	Mid-Management	MM465	$5,684				$7,673
Communications Manager	Mid-Management	MM461	$6,608				$8,811
Communications Supervisor	Mid-Management	MM460	$5,497				$7,425
Community Services Manager	Mid-Management	MM300	$6,607				$8,919
~~Computer Systems Administrator~~	~~Mid-Management~~	~~MM490~~					
~~Deputy Building Official~~	~~Mid-Management~~	~~MM514~~					
Deputy Fire Marshal	Mid-Management	MM133	$6,313				$7,673
Economic Development / HSG	Mid-Management	MM040	$8,003				$10,806
Economic Development Project Coordinator	Mid-Management	MM134	$6,016				$8,122
~~Equipment Maintenance Supervisor~~	~~Mid-Management~~	~~MM120~~					
Fire Marshal	Mid-Management	MM135	$7,401				$9,990
Human Resources Analyst I	Mid-Management	MM304	$5,258				$7,101
Human Resources Analyst II	Mid-Management	MM305	$5,749				$7,761
Human Resources Manager	Mid-Management	MM306	$8,004				$10,841
Information Technology Analyst I	Mid-Management	MM492	$6,008				$8,047
Information Technology Analyst II	Mid-Management	MM493	$8,047				$8,850
Information Technology Manager	Mid-Management	MM491	$8,800				$11,120
~~Maintenance Services Supervisor~~	~~Mid-Management~~	~~MM350~~					
Management Analyst I	Mid-Management	MM320	$4,832				$6,521
Management Analyst II	Mid-Management	MM130	$6,016				$8,122
Park Maintenance Supervisor	Mid-Management	MM530	$5,717				$7,719

Revised 11.02.2021 by RESO 2021-113
Replaces Schedule 05.18.2021

POSITION TITLE	BARGAINING UNIT	GRADE	MONTHLY PAY RANGE STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
~~Plan Check Engineer~~	~~Mid-Management~~	~~MM055~~					
Planning Manager	Mid-Management	MM020	$8,487				$11,458
Police Administrative Services Manager	Mid-Management	MM131	$7,100				$9,584
Police Records Supervisor	Mid-Management	MM060	$5,675				$7,659
~~Principal Engineer~~	~~Mid-Management~~	~~MM515~~					
Principal Planner	Mid-Management	MM265	$7,137				$9,636
Public Services Manager	Mid-Management	MM035	$7,393				$9,980
Public Services Superintendent	Mid-Management	MM302	$8,700				$11,744
~~Public Works Project Supervisor~~	~~Mid-Management~~	~~MM580~~					
~~Public Works Superintendent~~	~~Mid-Management~~	~~MM185~~					
Purchasing Manager	Mid-Management	MM225	$6,322				$8,536
Recreation Services Supervisor	Mid-Management	MM030	$5,344				$7,215
Recreation Superintendent	Mid-Management	MM301	$6,477				$8,745
~~Revenue Manager~~	~~Mid-Management~~	~~MM540~~					
~~Safety & Claims Manager~~	~~Mid-Management~~	~~MM191~~					
Senior Citizen's Services Supervisor	Mid-Management	MM390	$5,344				$7,215
Senior Planner	Mid-Management	MM020	$6,219				$8,396
~~Senior Software Developer~~	~~Mid-Management~~	~~MM315~~					
~~Software Development Manager~~	~~Mid-Management~~	~~MM310~~					
Street Maintenance Supervisor	Mid-Management	MM345	$5,825				$7,865
~~Superintendent of Maintenance Ops~~	~~Mid-Management~~	~~MM188~~					
~~Telecommunications Coordinator~~	~~Mid-Management~~	~~MM462~~					
Community Services Officer	Non-Sworn Public Safety	NS160	$3,731	$3,917	$4,112	$4,320	$4,536
Forensic Specialist	Non-Sworn Public Safety	NS003	$4,884	$5,147	$5,410	$5,674	$5,937
Jailer	Non-Sworn Public Safety	NS130	$3,884	$4,082	$4,284	$4,501	$4,724
Lead Jailer	Non-Sworn Public Safety	NS131	$4,275	$4,505	$4,735	$4,966	$5,196
Police Records Specialist I	Non-Sworn Public Safety	NS070	$3,240	$3,405	$3,574	$3,752	$3,940
Police Records Specialist II	Non-Sworn Public Safety	NS110	$3,475	$3,649	$3,833	$4,025	$4,224
Public Safety Dispatcher	Non-Sworn Public Safety	NS001	$4,986	$5,235	$5,497	$5,772	$6,060
Senior Communications Operator	Non-Sworn Public Safety	NS002	$5,584	$5,864	$6,157	$6,464	$6,786
Police Captain	Police Management Assoc.	PM350	$14,594	-	-	-	$16,783
Police Lieutenant	Police Management Assoc.	PM475	$13,750	$14,667	$15,667	N/A	N/A
Police Corporal	Police Officers Association	PD020	$7,494	$7,869	$8,262	$8,675	$9,109
Police Officer	Police Officers Association	PD010	$6,955	$7,303	$7,668	$8,051	$8,454
Police Sergeant	Police Officers Association	PD030	$8,674	$9,108	$9,563	$10,042	$10,544

1) Revised on June 19, 2018 by Resolutions 2018-87 thru 2018-91 (Successor MOU's w/ CEA, GEA, MCEA, and MMEA)
2) Revised on October 2, 2018 by Resolution 2018-124 (Reorganization and consolidation of Public Works, Planning, and Community Services Departments)
3) Revised on February 5, 2019 by Resolution 2019-09 (Dispatch Salary Adjustments), effective March 9, 2019.

Revised 11.02.2021 by RESO 2021-113
Replaces Schedule 05.18.2021

4) Revised on November 5, 2019 by Resolution 2019-87 (Code Enforcement Manager), effective November 5, 2019.
5) Revised on January 7, 2020 by Resolution 2020-2 (Salary Adjustments to Finance Director, Fire Captain, Fire Engineer, Firefighter, Firefighter/Paramedic, Police Officer,
6) Revised on April 6, 2021 by Resolution 2021-24 (Salary Adjustment to Assistant Finance Director and Classification Title updates to Chief Building Official, Building Inspector
7) Revised on May 18, 2021 by Resolution 2021-53 (Added Public Health Officer and Maintenance Services Coordinator)
8) Revised on November 2, 2021 by Resolutions 2021-108 thru 2021-112 (Successor MOU's w/ CEA, GEA, MCEA, MMEA, NSSS)

AGENDA ITEM NO. 12

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 2, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE NON-SWORN SAFETY SUPPORT EMPLOYEES' ASSOCIATION

RECOMMENDATION:
It is recommended that the City Council adopt the following Resolution:

> **RESOLUTION NO. 2021-112 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT BETWEEN THE CITY AND THE NON-SWORN SAFETY SUPPORT EMPLOYEES REPRESENTED BY THE TEAMSTERS LOCAL 1932 UNION.**

BACKGROUND:
The Memorandum of Understanding between the City and the West Covina Non-Safety Support Employees' Union expired on June 30, 2021. The City and the City of West Covina Non-Safety Support Employees' Union, represented by International Brotherhood of Teamsters Local 1932, met and conferred on nine (9) occasions and have reached an agreement on a comprehensive Memorandum of Understanding.

DISCUSSION:
The City and the City of West Covina Non-Sworn Safety Support Employees' Union, represented by International Brotherhood of Teamsters Local 1932, have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Code § 3500 regarding terms and conditions of employment, including wages, benefits, and hours. After having met and conferred a total of nine (9) sessions, the City and the Non-Sworn Safety Support Employees' Union have memorialized an agreement regarding wages, benefits, hours, and other terms and conditions of employment in a Memorandum of Understanding (MOU) for the period of July 1, 2021 through June 30, 2024, which is attached to this report as Attachment No. 2.

The following changes to the existing labor agreement are agreed upon to be incorporated into the successor agreement and would become effective upon ratification of the MOU by the City Council. All other provisions from the existing agreement are proposed to remain in the agreement without changes.

1. Term - 3 years (through June 30, 2024).

2. Salary Increase (Article 2- Salaries and Compensation) - Effective the first full pay period following ratification of the MOU and not earlier, the base salary shall increase by 8%; effective the first full pay period following July 1,

2022, the base salary shall increase by 3%; effective the first full pay period following July 1, 2023, the base salary shall increase by 3%.

3. Cost-Sharing (Article 2, Section V- PERS Retirement Benefits) - Effective the first full pay period following July 1, 2022, both classic and new members shall pay an additional 1.5% of compensation earnable towards the employer contribution pursuant to cost-sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2023, both classic and new members shall pay an additional 1.5% of compensation earnable towards the employer contribution pursuant to cost-sharing in accordance with Government Code Section 20516(f). The City and the Non-Sworn Safety Support Employees' Union agree that should the MOU expire without a successor agreement in place, the cost sharing contribution as described above shall continue.

4. One-time Non-PERSable Pay - Within 45 days after ratification of the MOU, employees shall receive a one-time non-PERSable pay of $3,000.00. Should a group other than a public safety group (Police or Fire) receive a greater one-time non-PERSable pay during the term of the MOU, employees shall receive that same level of one-time pay. The employees will receive the one-time payment on a check separate from their paycheck.

5. Uniform Allowance - The uniform allowance will be $700 per month for all eligible classifications within the unit who receive uniform allowance. (An increase from $600 to $700 for Jailers, Police Records, Public Safety Dispatcher and Senior Communications Operator.)

6. Matron Duties Pay - Employees will be paid a flat amount of $25 per shift for each shift that they perform matron duties pursuant to direction and approval of their supervisor.

7. Holidays - For 2021 only, employees will receive Veterans Day as a paid holiday. The parties agree to continue the meet and confer process with regard to holidays as part of the upcoming meet and confer process surrounding revisions to the City's personnel rules. Should this meet and confer process not be fully completed by Veterans Day 2022 or 2023, then employees will receive Veterans Day as a paid holiday in those years.

LEGAL REVIEW:

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

Prepared by: Helen Tran, Director of Human Resources/Risk Management Department

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Fiscal Impact

FISCAL IMPACT:

Objective 8 of the Financial Recovery Plan contemplates that the City will meet and confer regarding negotiation of employee union agreements to review CPI, the City's ability to pay, and labor market competitiveness on a total compensation basis. Under this agreement, the employees will contribute an additional 3% of compensation towards pension.

Attachments

Attachment No. 1 - Resolution No. 2021-112 (WCNSSS MOU)

Attachment No. 2 - Exhibit A (WCNSSS MOU)

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Financial Recovery Plan/Corrective Action

ATTACHMENT NO. 1

RESOLUTION NO. 2021-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA NON-SWORN SAFETY SUPPORT EMPLOYEES' UNION REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 1932

WHEREAS, the City of West Covina, hereinafter referred to as the "City," and the West Covina Non-Sworn Safety Support Employees' Association represented by the International Brotherhood of Teamsters Local 1932, have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Code § 3500; and

WHEREAS, the meet and confer process is a process that can result in an agreement between employees, through their associations, and the City regarding terms and conditions of employment, including wages, benefits and hours; and

WHEREAS, the City and the West Covina Non-Sworn Safety Support Employees' Association represented by the International Brotherhood of Teamsters Local 1932 have memorialized their agreement regarding wages, benefits, hours and other terms and conditions of employment in a Memorandum of Understanding for the period of July 1 2021 through June 30, 2024, which is attached hereto as Exhibit "A".

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

SECTION 1. The Memorandum of Understanding between the City and the West Covina Non-Sworn Safety Support Employees' Association represented by the International Brotherhood of Teamsters Local 1932, attached hereto as Exhibit "A," is hereby approved.

SECTION 2. The City Manager is authorized to sign the Memorandum of Understanding.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 2nd day of November, 2021.

_____

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2021-112 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of November 2021, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

ATTACHMENT NO. 2 - Exhibit "A"

MEMORANDUM OF UNDERSTANDING BETWEEN THE REPRESENTATIVES OF MANAGEMENT FOR THE CITY OF WEST COVINA

AND

CITY OF WEST COVINA NON-SWORN SAFETY SUPPORT EMPLOYEES' UNION REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 1932

JULY 1, 2021 THROUGH JUNE 30, 2024

ARTICLE ONE

RIGHTS AND RESPONSIBILITIES

I. PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as MOU or Agreement interchangeably) has been prepared pursuant to the terms of the City of West Covina Municipal Code, Article V-Employee, Division 2-Employee Organizations, Sections 2-212 through 2-228, and the West Covina Personnel Rules, as amended, which is hereby incorporated by reference. This Agreement has been executed by representatives of the City of West Covina (hereinafter referred to as "City") on behalf of the City; and Teamsters Local 1932 Representatives of the International Brotherhood of Teamsters Local Union No. 1932 (hereinafter referred to as "Union"), representing the Non-Sworn Safety Support Unit Employees.

The parties to this Agreement affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of City business, and amicable employer-employee relations. The parties acknowledge that productivity improvement can only be achieved as a by-product to valuing people.

The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

II. GENDER

The terms "they" and "their" may be used in this agreement as substitutes for the terms "his," "hers," "his/her," "he," "she," or other terms which would indicate masculine or feminine gender.

III. RECOGNITION

A. Teamsters Local 1932 Recognized Employee Organization — Non-Sworn Safety Support Unit Employees

Pursuant to the provisions of the City of West Covina Municipal Code, Article V-Employee, Division 2-Employee Organizations, Sections 2-212 through 2-228, and the City of West Covina Personnel Rules, as amended, the City recognizes Teamsters Local 1932 (Union) as the exclusive recognized employee organization on behalf of all full-time salaried non-management and non-mid-management Non-Sworn Safety Support Unit employees of the City of West Covina.

B. Exclusions

Those classifications and positions excluded include employees designated as confidential, executive, management, and mid-management.

C. Classifications Recognized

Specific classifications recognized by the City of West Covina being represented by Teamsters Local 1932 are listed in Appendix “A” of this agreement.

IV. UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Union and Employee Rights

The City and the Union shall comply with the provisions of Government Code 3500, as amended, or any subsequent State law governing meet and confer rights of employee organizations. The parties further agree that during the term of this Memorandum of Understanding, each party shall retain those rights respectively vested by local, state and federal law, which cannot otherwise be waived by this Agreement.

B. Payroll Deduction

(a) All employees in a job classification within the representation Unit covered by this MOU may choose to become a member of Teamsters Local 1932. If the employee chooses to become a member, the employee shall authorize a payroll deduction for membership dues. The City agrees to make authorized payroll deductions of Teamsters Local 1932 dues. Any request to begin dues deductions or cancel dues deductions must be made to Local 1932 and not the City. Local 1932 is responsible for informing the City of the amount of dues deductions for employees.

(b) The City shall not be obligated to put into effect any new dues deduction until it has been notified by Teamsters Local 1932 in sufficient time to permit normal processing of the dues deduction.

(c) If Local 1932 states it has written authorization to begin deductions, it is not required to provide the City with a copy of the individual authorization unless a dispute arises about the existence or terms of the authorization. The City shall issue a check, payable to Local 1932, in the amount of the individual deductions for dues each pay period. Upon receipt of notification of an addition/deletion or change in Union dues deduction, Local 1932 shall immediately notify the City of such change.

(d) Dues withheld by the City shall be transmitted to the Teamsters Officer designated in writing by Teamsters as the person authorized to receive such funds, at the address specified.

(e) Employees in these Units who are members of the Teamsters Local 1932 may withdraw from Teamsters Local 1932 by sending notice to Teamsters Local 1932. Teamsters Local 1932 shall immediately certify to the City to terminate dues deductions for any such employees, consistent with applicable law. Teamsters Local 1932 shall indemnify the City for any claims made by the employee for dues deductions made in reliance on that information.

(f) Any employee who 1) is in a Teamsters Local 1932 represented bargaining unit and has chosen to be a member of Teamsters Local 1932, 2) then separates from the Teamsters Local 1932 represented bargaining unit (e.g., leaves City employment, promotes to another unit, etc.), 3) then later returns to a Teamster's Local 1932 bargaining unit and again chooses to become a member of Teamsters Local 1932, shall be required to sign a new payroll deduction card.

(g) Teamsters' indemnity and liability obligation is more fully set forth as follows:

The Union hereby agrees to indemnify and hold the City harmless for any loss or damages, including attorney's fees and costs, for claims or causes of action arising from the operation of this Article, including claims for deductions made in reliance on Union's representations and certifications regarding valid written employee's dues deduction authorizations.

(h) The City shall provide via email to the Union a list every 120 days, or upon request, of all employees in the bargaining units with the employees', classification title, work location (including location address), current home address, personal email address (if available), personal cell phone (if available) and home phone number.

C. Union Benefit Plans - Dues

The City will allow employees to add an amount of money, to pay for Union sponsored benefits plans, to the lump sum bi-monthly (24 pay periods) deduction for Union dues.

D. Union Representation Responsibilities

The Union agrees and shall assume its responsibilities as recognized designated representative to represent all unit employees without discrimination, interference, restraint, or coercion, and to comply with exclusive representation responsibilities as set forth in the City of West Covina Municipal Code, Article V-Employee, Division 2-Employee Organizations, Sections 2-212 through 2-228, and Personnel Rules, as amended.

E. Union Release Time — Time Off For Meeting and Conferring

1. The City and Union recognize that it is of benefit both to the City and Union that representatives designated by the Union to serve as the Union negotiating committee be granted leave from duty with full pay during scheduled working hours to participate in meet and confer sessions as requested by the City.

2. The Union negotiating committee shall be allowed release time as approved by management in order to prepare for meet and confer sessions required for subsequent new Memorandums of Understanding.

3. Individual negotiating committee members shall give management as much advance notice as possible about the dates, times, and duration of the requested release time.

4. Unless otherwise agreed to by both parties, the negotiating terms for the Union shall not exceed three (3) members each.

5. Full pay, as stated, shall mean the employee's current base salary, fringe benefits, and any assignment pay.

6. Each party shall provide the other a list of representatives at least two weeks prior to the date set for meeting and conferring unless both parties agree such notice is impractical.

F. Release Time-Grievances

Representatives of the Union shall be granted reasonable release time from their assigned work as approved by management to provide representation services such as grievance matters.

G. Release Time - Union Activities

1. The City shall provide Union representatives with a reasonable amount of time to address Union business without loss of pay or benefits. Before using this time, the Union representatives must notify the immediate supervisor that the employee will be conducting Union business and advise the supervisor of where the employee can be reached in case of an emergency.

2. In addition, the City shall grant release time for all Employees to conduct one special meeting each quarter. The City will also allow the Union use of City facilities and equipment for said Union meetings.

3. The City shall grant release time (2 hours plus travel time) to allow Primary Steward to attend training at Teamsters Local 1932.

H. Bulletin Boards

1. The City may permit the Union to use certain designated bulletin boards approved by management located at City facilities to post Union related information.

2. The Union agree to continually self-monitor all information posted on bulletin boards to ensure they are maintained in an orderly manner. All materials posted should be dated and contained in an orderly manner.

3. No item(s) that can reasonably be interpreted as inflammatory, libelous, obscene, or slanderous may be posted on bulletin boards.

V. <u>MANAGEMENT RIGHTS AND RESPONSIBILITIES</u>

A. Management Rights

The City continues to reserve, retain, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been expressly abridged by specific provisions of the Memorandum of Understanding or by law, to manage the City for the citizens of West Covina, as such rights existed prior to the execution of the Memorandum of Understanding. The City continues to reserve and retain solely and exclusively all rights of management, including those City rights set forth in the City of West Covina Municipal Code, Article V-Employee, Division 2-Employee Organizations, Sections 2-212 through 2-228, and Personnel Rules, as amended, and including but not limited to the following rights:

1. To manage the City and to determine policies and procedures and the right to manage the affairs of the City.

2. To take into consideration the existence or non-existence of facts which are the basis of the management decision.

3. To determine the necessity, organization, and implementation and termination of any service or activity conducted by the City or other governmental jurisdictions, and to expand or diminish services.

4. To determine nature, manner, means, type, time, quantity, quality, technology, standards, level, and extent of services to be provided to the public.

5. To determine methods of financing.

6. To determine quality, quantity, and types of equipment or technology to be used.

7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, operations to be performed, organizational structure, size, and composition of the work force and allocate and assign work by which the City operations and services are to be conducted.

8. To plan, determine, and manage City budget which includes, but is not limited to, changes in the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including the right to contract for or subcontract any work or operation of the City.

9. To assign work to and schedule employees in accordance with requirements as determined by the City as to work hours and changes to work hours, schedules, including call back, standby, and overtime, and assignments except as otherwise listed by this agreement.

10. To lay off employees of the City from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive or not cost effective as determined by the City.

11. To establish and modify goals and objectives related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and require compliance thereto.

12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reprimand, reduce or withhold salary increases and benefits, and otherwise discipline employees for cause.

13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reallocate and reclassify employees.

14. To hire, transfer intra- or inter-division, promote, reduce in rank, demote, reallocate, and terminate employees and take other personnel action for non-disciplinary reasons in accordance with this Agreement and Personnel Rules.

15. To determine policies, procedures, and standards for selection, training, and promotion of employees.

16. To establish employee performance standards, including quality, and quantity standards, and to require compliance therewith.

17. To maintain order and efficiency in its facilities and operations.

18. To establish, implement, and/or modify rules and regulations, policies and procedures related to productivity, performance, efficiency, standards of ethics, conduct, safety, health, and order in the City and to require compliance therewith.

19. To restrict the activity of an employee organization on City property and facilities and on City time except as set forth in this agreement.

20. To determine the issues of public policy and the overall goals and objectives of the City's divisions and to take necessary action to achieve the goals and objectives of the City's Departments.

21. To require the performance of other services not specifically stated herein in the event of emergency or disaster as deemed necessary by the City.

22. To take any and all necessary steps and action to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or any other time deemed necessary by the City not specified above.

B. Authority of Third Party Neutral

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with City. No third party neutral shall have the authority to diminish any of the management rights, which are included in this Agreement.

VI. <u>NO STRIKE/JOB ACTION PROVISION</u>

In addition to all no strike/job action provisions and penalties in the West Covina Municipal Code or Personnel Rules, the following provisions shall apply.

A. Prohibited Conduct

The Union, its officers, agents, representatives, and/or members when on duty, agree they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, blue flu, pretended illness, or engage or honor any other form of types of job action by unit employees or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization.

B. Employee Termination

Any employee who participates in any conduct prohibited in Section A above shall be considered an unauthorized absence and shall be subject to discharge or other disciplinary action by the City, regardless of whether the Union carries out in good faith its responsibilities set forth below.

C. Union Responsibilities

1. In the event that the Union, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in A Prohibited Conduct, above, the Union shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in A, Prohibited Conduct, above, and return to work.

2. If the Union performs all of the responsibilities in good faith set forth in C(1) above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of A, Prohibited Conduct, above.

ARTICLE TWO

SALARIES AND COMPENSATION

I. SALARY SCHEDULE

A. Effective the first full pay period following ratification of the MOU and not earlier, the base salary shall increase by 8%; effective the first full pay period following July 1, 2022, the base salary shall increase by 3%; effective the first full pay period following July 1, 2023, the base salary shall increase by 3%. The salary schedule is attached hereto as Appendix "B."

One-time NonPERSable Pay – Within 45 days after ratification of the MOU, employees shall receive a one-time non-PERSable pay of $3,000.00 (Three Thousand Dollars). Should a group other than a public safety group (Police or Fire) receive a greater one-time non-PERSable pay during the term of the MOU, employees shall receive that same level of one-time pay. The employees will receive the one-time payment on a check separate from their paycheck.

B. SALARY ADMINISTRATION

1. Specific Information in Personnel Rules

   Specific detailed information dealing with such subject as salary anniversary dates, increases within the salary range, salary on appointments and other related types of salary administration issues are set forth in the City Personnel Rules.

2. Effective Date of Step Increases and Extra Compensation

   All step increases and extra compensation shall be made effective at the start of the next regular pay period, except as otherwise approved by management.

3. Right to Raise Salaries, Other Compensation and Benefits

   The City reserves the right to raise salaries, and other compensation, and benefits during the term of this agreement. The City shall meet and consult with the Union prior to implementing.

4. Base Salary

   Base salary shall mean only the assigned salary to any unit classification exclusive of any other type of form of compensation.

5. Extra Pay/Compensation

   Extra pay shall be defined as compensation above the unit employee's base salary for special assignments, differentials, and bonuses.

6. Y-Rating

   a. When a personnel action, such as a demotion due to layoff, reclassification, or job rehabilitation results in the lowering of the

incumbent unit employee's salary range, the affected incumbent's salary may be "Y-rated" by the City.

b. "Y-rated" shall mean the maintenance of the incumbent employee's salary rate at the level effective the day preceding the effective date of the personnel action in lieu of placing the employee in a lower salary range.

c. The employee's base salary shall remain at the same level until the salary range of the new classification equals or exceeds the Y-rated salary.

d. Those unit employees on a job rehabilitation shall be Y-rated upon written agreement and mutual consent between the affected employee and the City.

II. Bilingual Allowance

A. Eligibility

1. The department head shall designate certain unit employees to receive bilingual pay, who have been certified by the Human Resources Department as possessing the skills necessary to communicate effectively in English and a second language with the public in order to conduct the business of the City.

2. No more than one unit employee within an office or crew will receive bilingual pay, unless it is determined by the department head that such an exception exists. An exception may occur within an office, wherein unit employees take different lunches and or work flex-schedules.

3. Human Resources Department shall certify, through examination, that the employee has a basic fundamental conversational skill level in the second language.

B. Compensation

1. Eligible employees assigned to Bilingual Allowance receive extra compensation of one hundred dollars ($100) per month above their base salary.

2. This extra pay compensation shall become effective the first pay period following the receipt of the Bilingual certificate and approval by the Director of Human Resources. This extra compensation shall terminate immediately upon the day the assignment is revoked by the Department Head.

C. Limitations

1. Eligible languages will be those languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of West Covina or those languages designated by the City Manager as appropriate. Currently, these languages identified by the Los

Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of West Covina are Chinese (Mandarin and Cantonese), Spanish, Tagalog, and Vietnamese. Should the eligible languages change, employees currently receiving bilingual pay for a language no longer identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections, will continue to receive bilingual pay. However, no additional employees will be paid for use of that language.

2. Only one (1) allowance will be paid to an employee regardless of the number of certified languages.

III. Acting Pay Assignment

A. Eligibility

1. Acting pay is intended to compensate those employees assigned to perform a significant portion of a higher level position having a greater degree of responsibility and independence and/or requiring a significantly higher level of expertise.

2. An acting appointment may be made to a higher class or position occupied by a person on temporary leave, disability, or the position is vacant. Such acting appointment made to a higher class or position occupied by a person on temporary leave or disability shall not exceed 12 months, unless extension is approved by the City Manager. An acting appointment made to a vacant position during recruitment for a permanent employee to fill the position shall not exceed 960 hours in a fiscal year. (Government Code section 20480.) Acting appointments shall be made from existing promotional lists, if available.

3. Should no promotional eligibility list exist, acting appointments shall be made in accordance with the provisional appointments section of the Personnel Rules, except as further approved by the City Manager. Upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume regular duties, compensation and privileges as if he/she had continued his/her duties in his/her regular classification.

B. Compensation

1. Non-Sworn Safety Support Unit employees assigned and approved by management in an acting status, shall be paid five percent (5%) above their base salary after the 30th calendar day of such appointment until the completion of the appointment, provided such acting appointments are made in writing by Management with a copy to the Human Resources Department.

2. Attempt to Appoint Different Qualified Employees

Whenever practical, based on the experience and expertise required to perform the higher level duties, management will attempt to appoint different qualified employees to acting assignments based on the needs of the organization.

3. Limitations Appointments to Higher Level Positions

Acting appointments to higher level positions do not require the assignment of another employee to cover the duties of the employee so assigned.

IV. Matron Duties Pay

Employees will be paid a flat amount of $25 (twenty-five dollars) per shift for each shift that they perform matron duties pursuant to direction and approval of their supervisor.

V. Limitation on Assignments

Assignments to extra pay positions are temporary, not a separate classification and do not have permanent status and are not subject to selection procedures, appeals, grievances or seniority. Assignments are not a property right and have no due process rights.

VI. PERS Retirement Benefits

The contract between the City and Public Employees' Retirement System (PERS) shall provide the following benefits:

A. Unused Sick Leave

Unused accumulated sick leave may be converted to additional service credit at the time of retirement pursuant to PERS Section 20862.8.

B. One Year Final Compensation

Retirement benefits shall be computed using the One-Year Final Compensation Option under PERS Section 20024.2.

C. Tier One "Classic" Members – 2.5% @ 55

Miscellaneous employees shall participate in the PERS 2.5% at age 55 retirement benefit plan. The City shall pay 100% of PERS employer cost for these employees. The employees shall pay the full employee cost of eight (8%). Such contribution shall be made on a pre-tax basis.

Tier Two "Classic" Members – 2% @ 60

Employees hired on or after January 1, 2011, shall participate in the PERS 2% at age 60 retirement benefit plan. The City shall pay one hundred percent (100%) of the PERS employer cost for such employees. The employees will pay the full employee cost of seven percent (7%). Such contribution shall be made on a pre-tax basis.

"New" PERS Members – 2% at age 62

All Unit members classified as "new members," as defined by the Public Employees' Pension Reform Act of 2013, hired on or after January 1, 2013 shall participate in the 2% at age 62 PERS retirement benefit plan, with their final compensation based upon **the average of their highest annual compensation earned over a three (3) year period. New members will be required to pay the appropriate share of their pension** costs and other provisions, as required by the Public Employees' Pension Reform Act of 2013 Contributions shall be made on a pre-tax basis.

Cost-Sharing

Effective the first full pay period following July 1, 2022, both classic and new members shall pay an additional 1.5% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2023, both classic and new members shall pay an additional 1.5% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f). The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution as described above shall continue.

D. 4th Level Survivor Benefits

Fourth Level of 1959 Survivor Benefits PERS Section 21574 for employees covered by this agreement.

E. Military Buy Back

Military service credit as public service credit under PERS section 21024.

VII. Classification and Compensation Study

The City agrees to have completed a classification and compensation study that covers the classifications of this unit by March 31, 2023.

ARTICLE THREE

WORK WEEKS/SCHEDULES/OVERTIME/COMPENSATORY TIME

I. HOURS OF WORK POLICY

It is the policy of the City that the hours of work, as negotiated by unit employees or determined by the City Council for non-represented employees, shall constitute a week's work for all full-time employees, except that work days and work weeks of a different number of hours may be established in order to meet the varying needs of the different City departments.

II. WORK WEEKS

A. 7-Day Work Week

The work hours for unit employees shall be a fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods.

B. 5/8 and 4/10 Work Schedules and Work Week

5/8 and 4/10 work schedules shall consist of a seven (7)-day work week of forty (40) hours that begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m., except as modified by management.

C. 4/10 Work Schedules — Unit Employees

1. On or after January 1, 2004, the City may implement a 4/10-work schedule for all unit employees.

2. It is understood that City Hall will remain open Monday through Friday, except for holidays, as set forth in this agreement.

3. The City Manager maintains the final authority to determine work schedules as required.

D. 9/80 Work Schedule

9/80 work schedule shall consist of a seven (7)-day work week of forty (40) hours as follows:

Employees working a 9/80 work schedule will have a regular day off every other week as determined by the City. For such employees working a 9/80 work schedule, each employee's designated work week shall begin exactly four hours after the start of his/her eight hour shift on the day of the week that corresponds to the employee's alternating regular day off.

E. 7-Day Work Week— Fixed and Regularly Recurring

The work weeks shall be fixed and regularly recurring 7-day work weeks as set forth in the aforementioned.

F. 28-Day Work Period — Fixed and Regularly Recurring

Qualifying Unit Employees assigned to 3/12 work schedules shall work a fixed and regularly recurring 28-day work period of 168 work hours.

G. Non-Sworn Safety Support Employees – Semi-Annual Work Periods

Non-Sworn Safety Support Employees – are covered by the semi-annual work period of 1040 hours. (7(b) exception to FLSA.)

III. TIME WORKED

A. Maximum Time Worked – 7-Day Work Period

The maximum time worked per each 7 day work period which is paid at the straight time rate of pay shall be forty (40) hours inclusive of breaks and exclusive of time not considered work time.

B. 36-HOUR WORK PLAN

Monthly salary rates for employees assigned to 3/12 work schedule are based on a 36-hour work plan with the condition that at the end of each month the employee will owe the City sixteen (16) hours of work time to be reconciled in the following manner and order:

For Community Service Officers assigned to the Police Patrol Division and Jailers:

1. Scheduled pay back work day(s).

2. Reduction in time and one-half pay.

3. If the employee is unable to reconcile the sixteen (16) hours as stated above, and the employee has four (4) or more hours that remain to be reconciled he/she may work an additional day to reconcile the time.

4. If the employee does not wish to work an additional day or has less than four (4) hours to reconcile at the end of each month, he/she may use vacation or compensatory time to reconcile the time owed the City.

For Public Safety Dispatchers:

1. Scheduled pay back work day(s).

2. Overtime hours.

3. If the employee is unable to reconcile the sixteen (16) hours as stated above, any remaining hours owed will be deducted from employee's accrued vacation, holiday or compensatory time leave.

IV. CHANGE IN WORKING HOURS

Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be approved by management.

V. HOLD OVER — COMMUNICATIONS EMPLOYEES

When conditions necessitate, employees in the Communications Department shall be required on a mandatory basis to hold over past the end of their normal shifts (not to exceed fourteen (14) consecutive hours) and/or to be called back to work during their off-duty time. Such action shall be taken during emergency situations as determined by management, including when staffing drops below department set minimum levels.

VI. BREAKS — REST PERIODS

A. Two 15-Minute Breaks — Rest Periods

1. Number of Breaks

   Unit employees may receive two break-rest periods for each scheduled workday actually worked, and a break-rest period of 15 minutes for each four consecutive hours of overtime worked as approved by management.

2. Non-accumulative

   Rest periods are not accumulative and shall not be added to any meal times, vacation, or any form of authorized absence from work unless authorized by management.

3. Not Used at Beginning and End of Work Shift

   These breaks may not be used at the beginning or the end of work shift unless authorized by management.

4. Rest Period Procedure

   a. Scheduled Not to Impair Service

      Rest periods are scheduled or rescheduled by management as job requirements dictate.

   b. Length of Rest Period

      The rest period shall consist of fifteen minutes cessation of work and will include time involved in going to and coming from a rest area.

VII. OVERTIME

A. Overtime Policy

It is the policy of the City of West Covina to avoid the necessity for overtime work whenever possible. However, when overtime is necessary and approved by management, payment will be paid or compensatory time accrued at time and one-half for all hours worked in excess of the normal daily work shift. Vacation, sick

leave, holidays, bereavement leave, jury duty and compensatory time off shall be considered hours worked.

B. Overtime Authorization

1. If in the judgment of management, work beyond the established work week is required by his/her employees, such work, except in the case of immediate emergency, shall be performed only with the prior authorization of management.

2. In emergencies, where prior authorization cannot be issued, management shall obtain approval for the overtime worked at the earliest opportunity thereafter, in no case to exceed five (5) calendar days after the day in which the overtime was worked.

3. An emergency shall be construed as an unforeseen combination of circumstances that calls for immediate action, as determined by management.

VIII. ELECT TO USE COMPENSATORY TIME

A. Approval

Upon the approval of his/her supervisor, an employee, may elect to receive compensatory time off in lieu of pay for overtime hours worked. Such compensatory time off shall be credited to the employee's account on a time and one-half basis, i.e., one and one-half hours for each overtime hour worked.

B. Once Comp Time is Approved No Request for Cash Payment

Once compensatory time off is selected and approved by management, the employee may not request cash payment. Upon separation, an employee shall be paid for accumulated compensatory time.

C. Use of Compensatory Time

Accumulated compensatory time may be utilized as paid leave on a straight time hour for hour basis at the mutual convenience of management and employees without such options being tied to sick leave usage. All compensatory time utilized as paid leave by an employee shall be debited from their accrued compensatory time bank.

D. Compensatory Time Deposit

The hours deposited into each employee's time bank pursuant to the 2020- MOU and remaining in this bank upon separation from employment will be cashed out and paid to the employee.

IX. TIME WORK INCREMENTS

A. Increments — Less Than One Hour

1. All authorized time worked which is beyond the unit employee's work shift schedule which is less than one-hour increments shall be compensated in the following manner:

Time	Time Worked
0 — 10 minutes	0
11 — 20 minutes	¼ hour
21 — 30 minutes	½ hour
31 — 50 minutes	¾ hour
51 — 60 minutes	1 hour

2. Incidental Overtime — Not Compensable

Incidental overtime is not compensable, and may not be credited as overtime. Incidental overtime is defined as overtime of less than ten minutes in any one day, which is non-recurrent in nature.

B. Increments Over One Hour

Any time worked increments which are over one hour shall be compensated in the same procedure as mentioned herein.

X. OVERTIME "COMPENSATORY TIME" ACCUMULATED AND PAYMENT

A. Eligibility

Unit employees may choose, in lieu of overtime payment, to have overtime hours worked converted to a compensatory time bank.

B. Accumulation

1. Total Hours Comp Time —Community Services Officers, Police Records Specialist I & II, Jailers and Lead Jailers, Forensic Specialist

Community Services Officers, Police Records Specialists I & II, Jailers and Lead Jailers may accumulate up to a total of one hundred twenty (120) compensatory hours, unless otherwise set forth in this agreement.

2. Total Hours Comp Time — Public Safety Dispatchers and Senior Communications Operators

Public Safety Dispatchers and Senior Communication Operators may accumulate up to a maximum of one hundred and eighty-four (184) hours of comp time and holiday comp time.

3. Holiday Compensation Time — Public Safety Dispatchers and Senior Communications Operators

Public Safety Dispatchers and Senior Communications Operators who work on a fixed holiday as set forth in Article Five shall accrue holiday compensatory time based upon the following hours worked:

a. Minimum four (4) hours to 7.99 hours to accrue four (4) hours of compensatory time.

b. Over eight (8) hours to accrue eight (8) hours compensatory time.

c. Such time shall be accounted for separately from overtime compensatory time but shall be included in the maximum of 184 hours allowed for all compensatory time.

4, Compensatory Time at Termination

All accumulated compensatory time which has not been utilized prior to a unit employee's employment termination from the City shall be paid off on a straight time basis at the employee's rate of pay.

5. Compensatory Time - Change in Classification

Any unit employee who changes classification and who has accumulated any hours of compensatory time shall have all their accumulated compensatory hours paid off at their current classification rate of pay.

XI. EMERGENCY OVERTIME REQUIREMENT

The City reserves the right to require unit employees to work overtime in an emergency as determined by management.

XII. DEFINITIONS — Call-back, Stand-By, On-Call, and Court Stand-By "On-Call"

A. Call-back

1. Call-back is unscheduled time worked, performed by an off duty unit employee called back to work after they have completed their regular work schedule and have left work or are on their day off.

2. Unit employees must physically return to the worksite in order to receive call-back pay.

B. Stand-by

1. Stand-by is an assignment given to unit employees by management requiring them to be accessible via phone, recall (pager) devices, or other methods approved by management.

2. Unit employees on a stand-by assignment shall be required to return to work as directed by management.

3. Unit employees on stand-by assignment may be required to stay within a designated location or area to respond to work related duties as directed by management.

C. On-Call

1. On-Call is an assignment given to unit employees by management requiring them to be accessible via phone; recall (pager) device; or other methods approved by management.

2. Unit employees on on-call status may be required to return to work as directed by management.

D. Court Stand-by "On-Call"

Employees are on court stand-by "on-call" when a unit employee is subpoenaed and placed on stand-by "on-call" time on job related matters during their assigned off duty non-work time.

XIII. CALL-BACK COMPENSATION

Non-Sworn Safety Support Employees Call-Back Pay

1. If an employee is required to return to work at the request of his/her department head while on regularly scheduled time off, the employee shall receive a minimum of three (3) hours pay at the rate of time-and-one-half.

2. Unit employees shall be compensated at the applicable rate for all time worked in excess of three (3) hours, that includes necessary travel time from the employee's home to the job site and return.

3. The minimum provided for herein shall not be paid more than twice during any one calendar day.

XIV. COURT TIME PAY

Time spent in court beyond the regularly scheduled shift will be paid at a time and one-half rate with a two (2) hour minimum guarantee.

XV. COURT STAND-BY "ON-CALL"

Employees on court stand-by "on-call" during off-duty hours for court stand-by, shall be compensated at a rate of fifty dollars ($50) per day.

ARTICLE FOUR

FRINGE BENEFITS

I. FRINGE BENEFITS ADMINISTRATION PROVISION

A. Administration

The City reserves the right to select, administer, or fund any fringe benefits programs involving insurance that now exist or may exist in the future.

B. Selection and funding

1. In the administration of fringe benefits programs involving insurance, the City shall have the right to select any insurance carrier, self-insure, or other method of providing coverage to fund the benefits provided, as long as the benefits of the plan are substantially the same.

2. The City may choose to exercise its right to select the insurance carrier and select Medicare as the City's Retirement Insurance Carrier for eligible unit employees and retirees. In such case, the employees and retirees who are eligible will be required to enroll in Medicare and continue to be eligible to participate in other City medical plans.

C. Changes

The City shall meet with the Union prior to any change of insurance carrier or method funding coverage for any fringe benefits listed in this article.

II. CAFETERIA PLAN

A. Health Insurance

1. Any employee hired before the date the 2014-2015 MOU was ratified and who does not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of six hundred dollars ($600) per month. This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

2. All employees hired on or after the date the 2014-2015 MOU was ratified, who do not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of three hundred dollars ($300). This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

3. An employee who selects an Employee Only medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Employee Only medical premium or $600 whichever is greater.

4. An employee who selects an Employee plus One medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser 2-party medical premium.

5. An employee who selects an Employee plus Two or More (Family) medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Family medical premium.

6. Should the monthly City contribution exceed the monthly medical premium amount, any excess amount can be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

B. Dental Insurance

In addition to the above amount for medical insurance, the cafeteria amount shall also include up to $53.28 monthly for dental insurance for the member and eligible dependents. If the dental insurance plan selected by the member is less than $53.28, the cafeteria amount shall be the cost of the dental insurance plan selected. If the dental insurance plan selected by the member is equal to or more than $53.28 per month, the cafeteria amount shall be $53.28.

C. Vision Insurance

In addition to the above amounts for medical and dental, the cafeteria amount shall also include the employee only monthly cost for vision insurance. Employees may enroll eligible dependents in the plan at the employee's cost.

III. RETIREE HEALTH BENEFIT — CITY'S MONTHLY CONTRIBUTION

A. City Contribution Amount

Provided that employees represented by the Union has participated in the Public Employees' Medical and Hospital Care Act (PERS Health Plan) with the City, the City will contribute an amount equal to the PEMCHA statutory minimum towards the payment of premiums for retiree health insurance under the Program.

B. If City No Longer in PERS Health Plan

Should the City withdraw from the PERS Health Plan during the term of this agreement, the City and Union shall meet to determine what the monthly contributions toward the new medical health plan would be and when it would be effective.

IV. RETIREE DENTAL INSURANCE BENEFIT

Effective as soon as possible, employees that retire directly from City employment, shall be able to participate in a City Retiree Dental Insurance Plan based on retiree rates. This Plan shall include coverage for the retiree and eligible family members. The City shall not contribute to the monthly premium.

V. EMPLOYEE HEALTH BENEFITS COMMITTEE

Should a new health benefit plan be selected by the City (medical and/or dental) the City agrees to meet and confer over how the City's current medical and dental insurance monthly premium contribution shall be applied to any new health benefit plan.

VI. RETIREE HEALTH SAVINGS PLAN

**** The RHS Plan is subject to regulatory and provider regulations****

A. Employee Contribution $25 per month minimum

B. Employer Contribution $100 per month

C. Employer Lump Sum RHS Contribution

1. Employee must be a full-time West Covina City employee as of July 1, 2006, to qualify for this benefit.

2. Employee must take a service or disability retirement from the City of West Covina to qualify for this benefit.

3. A lump sum RHS contribution to the Plan to be paid by the City at the time of the qualifying employee's retirement (In the event of death prior to retirement lump sum paid immediately to spouse/dependents from the Plan.

4. To obtain the lump sum benefit employee must retire from the City of West Covina by July 1, 2017, or after the first pay period following the employee's 62nd birthday, whichever comes first. Unit employees who are age 62 within the first six months of the program shall have six months beyond their 62nd birthday to retire before losing any lump sum entitlement.

5. Employees working beyond the sunset provisions under "4" above will have their lump sum amount reduced by $900 each year after the 10 year/age 62 provision until they retire.

6. AMOUNT OF BENEFIT

*Employee's Years of Service as of 7/1/07	Amount of Lump Sum Payment
5 – 9 years	$200 per year
More than 9 years – 14 years	$400 per year
More than 14 years – 19 years	$600 per year
More than 19 years	$800 per year

(maximum benefit $25,000)

Break in service cannot exceed one year to qualify for continuous full-time service credit. (Part-time hours do not count toward service credit).

7. Effective July 1, 2013, the PARS EPMC Supplemental Retirement Plan was eliminated for all unit employees.

8. Effective July 1, 2013, employees that participated in the PARS EPMC Supplemental Retirement Plan are eligible to receive lump sum contributions to their RHS account as follows:

   a. The City will contribute into the employee's RHS account a lump sum of three hundred dollars ($300) annually each July for a period of six (6) years.

   b. An employee must be an active employee of the City as of July 1st of each year to receive year's lump sum contribution.

   c. The maximum amount contributed under this provision shall be $1,800.

   d. Should an employee leave the City prior to completion of the six (6) years, the employee will only receive this benefit for the years he/she was an employee of the City.

VII. SECTION 125 PLAN

A. The City has established a program consistent with Section 125 of the IRS Code, which enables employees to voluntarily use pre-tax earnings for medical, dental, and dependent care expenses.

B. It is understood by the parties that participation in the Plan is voluntary for employees and the City will not be obligated to contribute to pay any employee costs who participate in the Plan.

VIII. STATE DISABILITY INSURANCE

The City agrees to make available at the employee's expense, SDI as provided through the State of California.

IX. LIFE INSURANCE

A. Term Policy

The City shall provide all unit employees a term life insurance policy in the amount of fifty thousand dollars ($50,000).

B. Retired Employee Life Insurance - $500

The City shall provide all unit employees who retire from the City a term life insurance in the amount of five hundred dollars ($500).

X. LONG TERM DISABILITY INSURANCE

A. Benefit

The City shall provide for all unit employees a long-term disability insurance (LTD) plan, which provides sixty percent (60%) of monthly earnings, to a maximum

benefit of five thousand dollars ($5,000) per month. Coverage becomes effective on the later of: 1) 180 days; or 2) the date your accumulated sick leave payments end, if applicable. Coverage after ninety (90) days may be purchased by the employee through payroll deduction.

B. More Specific Information

More specific information is set forth in the City of West Covina's Group Long Term Disability Plan booklet, available in the City's Human Resources Department.

XI. UNIFORM ALLOWANCE — In-Lieu of Issue

A. Eligible Classifications

The City shall provide an annual Uniform Allowance in-lieu of issue to the following classifications:

Community Service Officer, Forensic Specialist, Jailer, Lead Jailer, Police Records Specialist I and II Public Safety Dispatcher and Senior Communications Operator.

Each January, employees in the above listed classifications shall receive an annual uniform allowance of seven hundred dollars ($700) per calendar year.

B. Payment

Payment will be made in January of each calendar year. If an employee receiving such a payment terminates during the course of that year, the uniform allowance will be adjusted for those months served and the balance will be deducted from the final paycheck for that employee.

Purpose of Uniform Allowance

1. The purpose of uniform allowance is for those employees in classifications receiving allowance to purchase and maintain their required City uniform in-lieu of City issue.

2. It is the responsibility of all employees receiving uniform allowance to purchase and maintain uniforms per requirements and conditions set forth by management.

C. Uniform Requirements

Unit employees who are required to wear uniforms or who are provided uniform allowance must wear uniform on duty unless permission to do otherwise has been received from the immediate supervisor. Employees who are on duty and do not comply with uniform requirements shall be subject to disciplinary action.

XII. TUITION REIMBURSEMENT PROGRAM

A. Maximum Reimbursement

Effective July 1, 2007, the maximum annual tuition reimbursement (including books) shall be $1,130 per fiscal year.

B. Administrative Policy

The specific details of the Tuition Reimbursement Program are set forth in Administrative Policy approved on August 13, 1992, and as amended thereafter.

XIII. MILEAGE REIMBURSEMENT — PRIVATE VEHICLE

A. Using Private Vehicles for Approved City Business

The City shall pay mileage reimbursement for City employees using private vehicles for authorized City business approved by management.

B. Mileage Reimbursement Rate

The mileage reimbursement rate shall be rates set forth by the IRS.

C. Administrative Policy

The specific details of the mileage reimbursement policy is set forth in Administrative Policy approved on February 8, 2003, and amended thereafter.

XIV. MISUSE OF BENEFITS

Employees who fraudulently gain or fraudulently attempt to gain for themselves or others by deception, omission, or fraud the benefits of the City's Workers' Compensation, retirement, medical, dental, or other insurance policies or any other benefit which they would not otherwise be entitled to shall be subject to: 1) denial of requested benefits; and/or b) disciplinary action up to and including removal.

ARTICLE FIVE

LEAVE POLICIES

I. HOLIDAYS

A. Official Fixed Holidays

1. The City shall recognize the following days as official City fixed holidays:

   New Year's Day
   President's Day
   Memorial Day
   Independence Day
   Labor Day
   Thanksgiving Day
   Day after Thanksgiving
   Christmas Eve (unless Christmas falls on a Saturday, Sunday, or Monday)
   Christmas Day

   For 2021 only, employees will receive Veteran's Day as a paid holiday. The parties agree to continue meet and confer process with regards to holidays as part of the upcoming meet and confer process surrounding revisions to the City's personnel rules. Should this meet and confer process not be fully completed by Veteran's Day 2022 or 2023, then employees will receive Veteran's Day as a paid holiday in those years.

2. Fixed Holidays —10 Hours Leave With Pay

   Each fixed holiday granted to employees shall be ten (10) hours of time off with pay. Any additional time taken off above ten (10) hours per each fixed holiday must be deducted from the employee's other leaves, such as vacation, floating holiday leave, or compensatory time.

3. Fixed Holidays — Leave With Pay — Public Safety Dispatchers (PSD) and Senior Communications Operators (SCO)

   a. Public Safety Dispatcher's and Senior Communications Operator's who work the 3/12 shift will receive holiday pay based on actual hours worked. Dispatchers and Senior Communication Operators must work a minimum of eight (8) hours on the holiday to receive the holiday pay. Any PSD/SCO assigned to the 4/10 schedule and works a 12-hour shift on a holiday will receive the holiday pay. PSD/SCO must work a minimum of 8 hours on the holiday to receive the holiday pay.

   b. For example: for Public Safety Dispatchers or Senior Communications Operators who work the 3/12 work week, when a holiday falls on a regularly scheduled work day, and the employee works his/her full 12-hour shift, the employee shall be paid for their

regular shift of 12 hours at straight time pay, plus 12 hours of holiday time at straight time pay.

4. City Hall and the majority of all City departments with the exception of Police and Fire will be closed each year from December 24th through January 1st. Each year employees will receive a separate bank of holiday hours that can only be used to cover their absence from work from December 24th through January 1st.

5. The amount of these separate holiday hours granted to each employee will be based on the employee's normal work hours on these days. The employee must be an active employee of the City of West Covina on the above dates to receive these holiday hours.

6. Any employee required to work between December 24th and January 1st on their normal work day(s) will receive compensatory time off or holiday pay based on actual hours worked up to a maximum of sixty (60) hours.

B. Floating Holiday Leave (Previously Referred to as "Personal Leave")

1. In addition to the City's fixed holidays, Non-Sworn Safety Support unit employees shall be eligible to use up to forty (40) hours of Floating holiday leave per each calendar year as approved by management.

2. Floating holiday leave becomes usable January 1 of each calendar year and must be used by December 31 of the same calendar year. The hourly equivalent may not be paid in lieu of time off.

3. Floating holiday leave may not be accumulated and carried over into the next calendar year. Any unused floating holiday leave time remaining at the end of each calendar year, if any, shall be null and void unless approved by City Manager.

C. Floating Holiday Leave

1. New employees are not eligible to receive and use floating holiday leave until they have been continuously employed with the City for a period of one (1) month.

2. New employees appointed after the beginning of the calendar year are entitled to floating holiday leave at a rate of 1.54 hours per pay period of full-time employment.

D. Floating Holiday Leave — Reinstated Employees

Reinstated employees shall receive floating holiday leave credit for all prior service in the current year in ascertaining the number of hours usable and when they may be used.

E. Floating Holiday Leave — Terminating Employees

1. Terminating employees who have not used all the floating holiday leave that they are entitled to shall be paid off at the rate of 3.33 hours per month

of employment in the current calendar year. If the employee's termination date is after the 18th of the month, the employee will receive floating holiday leave credit for that month.

2. If the terminating employees have taken more floating holiday leave time than they are entitled to, the amount of time taken in excess shall be deducted from vacation, sick leave pay-off, or salary when final payroll checks are computed.

F. Limitations on Holiday Leave

Holiday leave shall not apply to any employee hired on a part-time, temporary, extra help, hourly, or daily basis. A temporary employee, who is filling a full-time position, during the absence of a regular employee on a military leave of absence for military duty, shall be entitled to the same holidays as a regular employee.

G. Paid Status Eligibility

Employees are eligible to receive holiday leave with pay only if they are in a "paid status" on the regularly scheduled workday or shift immediately preceding the holiday and the regularly scheduled workday or shift immediately following the holiday.

"Paid status" includes vacation, sick leave, compensatory time, bereavement leave, jury duty and injured on duty.

H. Observation of Saturday and Sunday Holidays

1. For those employees whose normal workweek is Monday through Friday, when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.

2. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

3. For all other employees, when a holiday falls on a regularly scheduled day off, the employee shall be entitled to eight (8) hours straight compensatory time for the holiday. This compensation can be taken as either compensatory time or pay, at the discretion of the employee.

I. Holiday Scheduling

The City reserves the right to require employees to work on fixed holidays.

II. VACATION

A. Vacation Policy

It is the policy of the City that where possible employee vacations be taken annually in the year earned. The time during the year at which an employee may take vacation shall be determined by management, with due regard for the wishes of the employee and particular regard for the service needs of the City.

B. Vacation Leave Earned and Accumulated

Eligible employees shall earn and accumulate to a maximum vacation leave as follows:

Months of Service	Hours Accumulated Per Pay Period	Hours Accumulated Per Month	Maximum Accruals
1 - 60*	3.08	6.67	240
61 - 108	4.62	10.00	280
109 - 120	4.92	10.67	288
121 - 132	5.23	11.33	296
133 - 144	5.54	12.00	304
145 - 156	5.85	12.67	312
157 +	6.15	13.33	320

* At completion of 60 months add 40 hours

C. Limitation — Vacation Leave Accrual

1. Employees shall not be allowed to accrue vacation leave beyond the stated maximums.

2. No employee shall lose earned vacation leave because of work urgency as approved by management. Work urgency is defined as the department's need to have the employee at work to perform duty assignments for a specified period of time.

3. If an employee has reached the maximum allowed unused vacation leave balance, and is unable to take vacation leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, and is not eligible to cash out vacation leave per the provisions of this Section, the Human Resources Director shall approve a waiver of the maximum allowed unused balance for a period not to exceed six (6) months per fiscal year.

D. Vacation Leave Accrual for Holidays

When a fixed holiday falls within a scheduled vacation period, absence on that day shall be charged to holiday hours. An employee must be on paid status on the day before and after the holiday to be compensated for the holiday.

E. Payment for Unused Vacation Leave Time at Termination

Any employee shall be paid for accrued vacation leave time on the effective date of termination.

F. Payment for Unused Vacation Leave Time

Upon request of the employee and the department head and with approval of the City Manager, in order to address unusual or emergency conditions, an employee may be paid the straight time daily equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than forty (40) hours in any one calendar year, except as otherwise provided herein.

G. Vacation Leave — Reinstated/Reemployed Employees

Any employee who is reinstated or reemployed under the provisions of these rules shall accrue vacation at the same rate as prior to his/her termination.

H. Vacation Leave — New Employees

New employees — Upon completion of six (6) consecutive months of full-time service, may be credited with one-half of the annual earnings and may begin using such accrual. Thereafter, employees may use vacation as they complete each month of service.

III. SICK LEAVE

A. Sick Leave Benefit

1. Sick leave is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article.

B. Sick Leave Earned

1. Employees shall accrue ninety-six (96) hours of sick leave per calendar year.

2. Following completion of thirty (30) calendar days of continuous full-time service, each City employee shall receive 3.69 hours per pay period of sick leave pay. Thereafter, for each pay period of service in which the employee has worked or has been paid for one-half (1/2) or more of the actual number of working days of such month, he/she shall continue to accrue 3.69 hours of credit for sick leave with pay.

3. Sick leave may be used by new employees following thirty (30) calendar days of employment.

4. Unused sick leave may be accumulated without limit.

C. Reinstatement of Sick Leave

1. Any employee who is reinstated to full-time City employment shall be given full credit for his/her unused accumulated sick leave at the time of termination, provided, however, that no payoff for accumulated sick leave was received upon termination.

2. Upon reemployment, an employee who has separated employment in good standing will have sick leave time reinstated in amount accumulated at the time of separation up to a maximum of 320 hours. In the event that through the course of continued employment accumulated sick leave exceeds 320 hours, payoff for such excess accumulations shall be in accordance with the payoff provisions of the program, but in no case shall the aggregate of such amount(s) exceed that provided by the policy.

D. Sick Leave Annual Payoff Program

The employee Sick Leave Annual Payoff Program shall be administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular employee.

2. Sick leave used by an employee during each calendar year will be charged against the employee's current year's earnings.

3. The maximum amount of sick leave hours cashed each calendar year at the employee's hourly rate is sixty (60) hours.

4. Each employee must carry over to a sick leave "bank" a minimum of thirty-six (36) current year unused hours in December, and may request cash payment for any hours between thirty-six (36) and seventy-six (76) current year unused hours or may leave these hours in their sick leave bank.

5. If thirty-six (36) hours per calendar year of unused sick leave are not available, the number of unused hours must be carried over to the sick leave bank.

6. For employees with a minimum of seventy-six hours (76) hours of unused current year sick leave accrual, all hours above seventy-six (76) to a maximum of ninety-six (96) hours of the current year's annual sick leave will automatically be transferred to the employee's RHS account.

7. To qualify for this program, employees shall not be allowed to charge sick leave to other forms of paid leave.

<u>Sick Leave Payoff Upon Termination</u>

Unit employees, upon termination of continuous full-time salaried City service, other than by discharge, shall be paid at the employee's hourly rate of pay for fifty (50) percent of the difference between 320 hours and the amount of sick leave accrued. The maximum accrual for determining sick leave payoff upon termination is 800 hours.

The maximum payout can be illustrated as follows:

Maximum accrual 800

Minimum number of accrued hours - 320

Difference 480

50% of 480, or not to exceed 240 hours, can be cashed out.

E. Use of Sick Leave

1. Approval

Sick leave can only be granted upon the approval of management or his/her designee in the case of bona fide illness or injury of the employee

or in the event of the care or attendance of serious illness or death of a member of the employee's immediate family.

Employees may use sick leave for medical, dental, and vision care appointments but are encouraged to schedule such appointments that are non-emergency or routine on regular days off when possible. When using sick leave for non-emergency medical, dental, and vision care appointments employees will provide as much advanced notice as possible to the supervisor and attempt to schedule the appointments at a time so as to be the least disruptive to the work operations, i.e., at the beginning or end of the shift.

2. Physician's Certificate on Use of Sick Leave

Management may require evidence in the form of a physician's certificate, or written statement, for any employee's absence of three (3) or more consecutive working days for which sick leave was requested. A failure to supply or provide said certificate or written statement may be grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.

3. Physical Examination May be Required

Any employee absent from work, due to illness or accident, may be required by management to submit to and successfully complete a physical examination before returning to active duty. The physical examination will be conducted by a physician of the City's choice, with all costs to be paid by the City.

F. Use of Sick Leave — Care of Immediate Family

1. No more than forty eight (48) hours of sick leave within any calendar year may be granted to an employee for the care or attendance upon members of his/her immediate family.

2. The phrase "immediate family", for the use of sick leave, is defined as grandparent, parent, spouse, registered domestic partner, in-laws, child, stepchild, grandchild, brother, or sister.

G. Temporary Disability

1. A City employee who is entitled to temporary disability indemnity under Div. 4, Div. 4.5 of the State Labor Code may elect to take that number of days or portions of days of his/her accumulated sick leave, or his/her accumulated vacation, as when added to his/her disability indemnity will result in payment to him/her of his/her full salary.

2. When his/her accumulated sick leave, or vacation, or both are exhausted, he/she is still entitled to receive disability indemnity.

H. Sick Leave Limitations

No employee shall be entitled to sick leave with pay while absent from duty on account of the following causes:

1. Sickness or disability sustained while on leave of absence, other than regular vacation leave or sick leave.

2. Disability or illness arising from compensated employment other than with the City of West Covina.

I. Sick Leave During Vacation

Sick leave shall not be used in lieu of or in addition to vacation leave. However, an employee who becomes seriously ill on an approved vacation may contact his/her department head and request that sick leave be granted in lieu of vacation for the period of illness. Management has discretion in approving or disapproving such request.

J. Holiday During Sick Leave

Observed holidays occurring during sick leave shall not be deducted from employee's sick leave time.

K. Use of Sick Leave to Offset Disability Retirement

No employee shall use sick leave days to offset the date of disability retirement. The effective date of disability retirement shall be as soon as practicable after the City's physician has determined that the employee can no longer perform the duties of his/her or an alternate position.

IV. WORK RELATED DISABILITY LEAVE

A. Injury/Illness Arising Out Of and In The Course of Job Duties

Whenever employees of the City are disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, they shall be entitled, regardless of their period of service with the City, to leave of absence while so disabled, without loss of salary.

B. Temporary Disability Compensation

1. Temporary disability compensation, if any, being considered as and credited to salary for this purpose — for the period of such disability, but not exceeding one (1) year, or until such earlier date as they are determined to be permanent and stationary and unable to return to their usual and customary duties.

2. The leave of absence hereby granted shall be in addition to, and shall not be charged to or deducted from, accumulated sick leave except as provided here.

3. Such leave, however, shall not be paid for more than three (3) days unless and until such employees are determined by the City to be legally entitled

to receive benefits under the Workers' Compensation Law of the State of California based upon such injury or illness. When and while applicable, this section shall supersede the provisions of the Grievance Procedure.

C. Salary Step Increases During Leave

Relative to unit employees, (1) promotion or step increases which would have come due during a disability leave shall take effect upon the day the employee returns to regular duties in accordance with existing rules; (2) holidays occurring during disability shall not be counted as disability leave days, but shall be considered as holidays for which time off has been utilized; and (3) vacation and sick leave benefits shall continue to accrue during periods of industrial disability leaves.

D. Review of Safety Committee

The first three (3) work days of absence of unit employees due to a disability shall be charged to the employee's usable accumulation of sick leave or other time off benefits; provided, however, that the Safety Committee or its sub-committee, upon request of the employee, shall review the circumstances of the injury. If the Safety Committee rules that the employee had no possible opportunity to prevent or reduce the injury through any alternative action, disability time off charged to the employee's time off benefits may be restored. Such restorations shall be limited to causes where no danger could have been anticipated or precautions and actions taken by the employee to prevent or reduce the injury. Appeal of Safety Committee determinations provided for in this section shall be made to the City Manager, whose decision shall be final.

V. BEREAVEMENT LEAVE

Bereavement leave up to forty (40) hours per occurrence will be available to an employee in the event of the death of said employee's immediate family member, which is defined as a grandparent, parent, spouse, in-laws, child, stepchild, grandchild, brother, sister or registered domestic partner. If additional bereavement leave is necessary, sick leave may be used as approved by the Department Head. Evidence or proof may be requested.

VI. MILITARY LEAVE

A. State Military and Veteran's Code

Military leave with pay shall be granted in accordance with Section 395 of the State Military and Veteran's Code.

B. Inactive Military Service

1. Any unit employee who is on inactive duty such as scheduled reserve drill periods, and who has been in the service of the City for a period not less than one year immediately prior to the day on which the absence begins shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any such absence.

2. Pay for such purposes shall not exceed thirty (30) days in any one year of City service, all service of said public employee in the recognized military service shall be counted as City service.

3. The City may grant a military leave of absence without pay for an indefinite period of time to any employee who is called into active military service even though the employee does not meet the one (1) year of continuous service requirements.

C. Active Military Service

1. Each full-time officer or employee of the City who has been or is called to active military service with the Armed Forces of the United States in connection with the activation of the Military Reserves shall be entitled to military leave with full pay for the period of absence on military service in excess of the period covered by said Rule 10, Section 10.26.

2. The amount of pay each such employee shall be entitled to receive from the City for said additional period of military leave shall be the difference between the gross pay and allowances actually received by the officer or employee from the Unites States for such service and the gross wages that said employee would have received from the City Of West Covina if he or she had not been called to active military duty, subject to all necessary and appropriate deductions and withholdings.

3. The City shall also provide continued health and dental benefits to the employees' dependents, provided that the dependents were covered for those benefits prior to the employee being called to active duty. Further, contributions to deferred compensation from the Cafeteria Plan shall not be made during the time of activation.

4. The City shall not pay any wage or benefit provided for in this resolution until and unless the officer or employee who requests such payment provides satisfactory proof and documentation of eligibility to receive payment in accordance with procedures established by the City Manager.

VII. JURY DUTY

A. Jury Duty Policy

No deductions shall be made from the salary of an employee while on jury duty if he/she has waived or remitted to the City the fee for jury duty paid for hours the employee is scheduled to work. If he/she has not so waived or remitted the jury fee, he/she shall be paid only for the time actually worked in his/her regular position. An employee accepted for jury duty shall immediately notify management in writing whether or not he/she waives or remits his/her jury fee to the City.

B. Jury Fees Returned to the City

The City will grant an employee required to serve on jury duty, or to report for examination to serve on jury duty, one (1) time for a maximum of one hundred sixty (160) hours, paid leave for such purposes during any three (3) consecutive years

of employment. All fees received by the employee for jury duty, exclusive of mileage, shall be remitted to the City. City Administrative procedures will govern further details of this program.

VIII. FAMILY CARE LEAVE

A. Birth or Adoption

Leaves due to pregnancy or subsequent to the birth or adoption of a child for parental care purposes, will be granted for a reasonable period of time by the City Manager, provided such period, including paid leave and leave without pay, shall not exceed twelve (12) weeks in a twelve (12)-month period. Such leave shall not be conditioned on whether the employee is medically disabled but must be directly associated with the birth or adoption of a child.

B. Family Illness

Leaves due to serious health condition of a covered family member as defined under applicable California and federal law of an employee may be granted for a reasonable period of time by the City Manager, provided such period including paid and unpaid leave, shall not exceed twelve (12) weeks in any 12-month period. Only those employees with at least one year of continuous City employment shall be eligible. Certification from a health care provider that the employee's leave is necessary and the prospective length of such leave may be required upon request. Family care leave shall be administered in a manner consistent with Sections 12945, 12945.2 and 19702.3 of the California Government Code. California law shall prevail unless preempted by federal law.

C. Use of Paid Leave

1. Paid benefit time such as vacation, personal leave days, compensatory time and administrative leave may be taken during any family leave period so long as the total time off does not exceed twelve (12) weeks. Such leave must be used prior to an employee taking leave without pay except during the disability period of a female employee, which is in conjunction with the birth of a child. Sick leave may only be used during the disability period or as provided under Personnel Rules. All employees on family care leave are entitled to return to the same or comparable position.

2. More specific details on the Family Care Leave policy is set forth in the City's Personnel Rules.

IX. SPECIAL LEAVE OF ABSENCE WITH PAY

When an employee has exhausted all sick leave and vacation time to which he/she is entitled, the City Council may, upon showing of good cause and justifiable and deserving circumstances, grant to such employee a leave of absence with pay for a period not exceeding six months and subject to such conditions as the City Council may deem advisable. If the special leave of absence request is in relation to an employee’s disability accommodation then the leave shall be determined through the interactive process on a case-by-case basis. If temporary disability payments are paid to such employee during

any such leave of absence with pay, they shall be credited to and considered a part of his/her salary, and the City shall pay only the difference which when added thereto would equal his/her full salary.

X. LEAVES OF ABSENCE WITHOUT PAY

A. Unauthorized Absence — Automatic Termination

Any employee absent from his/her job for more than two (2) working days without prior permission of the department head, shall be considered to have automatically terminated his/her employment with the City unless such leave is extended as approved by management for mitigating circumstance.

B. Unauthorized Absence — Other Disciplinary Action

Any unauthorized absence may be cause for disciplinary action.

C. Authorized Absence

1. Upon the request of the employee and the recommendation of the appointing authority, a leave of absence without pay may be granted by the Council or City Manager to an employee, who immediately preceding the effective date of such leave, shall have completed at least one year of continuous service.

2. An employee shall not be entitled to a leave of absence as a matter of right, but only upon good and sufficient reason.

3. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

D. Leave of Absence Without Pay - Duration

1. Request for leave of absence without pay shall be made as prescribed by the Human Resources Director, and shall state specifically the reasons for the request, the date when leave is desired to begin, and the probable date of return to work.

2. The Human Resources Director may approve the request of leave of absence without pay, of one hundred twenty (120) calendar days or less upon the recommendation of Department Head.

3. The City Manager may approve, upon recommendation of the Department Head, requests of more than one hundred twenty (120) calendar days, not to exceed one (1) full year.

4. The City Manager may later, due to mitigating circumstances, extend such leave of absence without pay for one (1) additional full year with the approval of the Department Head.

5. A physician statement shall be required of any employee who requests leave of absence without pay as a result of medical conditions.

6. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

E. Leave of Absence — Employee Injured on Job

The City Council may grant a leave of absence without pay for an indefinite period of time to any employee who is injured on the job, or has a serious illness even though the employee does not meet the one-year of continuous service requirements.

F. Accrual of Benefits

Leave of absence without pay granted by the City shall not be construed as a break in service of employment, and rights accrued at the time leave is granted shall be retained by the employee; however, vacation credits, sick leave credits, increases in salary and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee reinstated after leave of absence without pay shall receive the same step in the salary range he/she received when he/she began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's salary anniversary date shall be set forward one month for each thirty (30) consecutive days taken.

XI. FAILURE TO RETURN FROM LEAVE

A. Failure of the employee to return to his/her employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service, unless such leave is extended as approved by management for mitigating circumstances.

B. The City reserves the right to revoke or cancel any authorized leave for reasons, which the City finds to be sufficient.

ARTICLE SIX

GENERAL PROVISIONS

I. WAIVER PROVISION ON BARGAINING DURING TERM AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the terms of this Agreement, the Union hereby agree not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Memorandum of Understanding.

During the term of this Agreement, the parties agree to meet and confer regarding updates to various policies and rules when requested by the City and/or Teamsters Local 1932.

II. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national or local emergency, or similar circumstances as determined by management, the provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Union shall have the right to meet with the City regarding the impact on employees of the suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

A. MOU Remains in Full Force and Effect

Should any article, section, subsection, subdivision, sentence, clause, phrase or provision of this Memorandum of Understanding be found in conflict or inconsistent with such applicable provisions of Federal or State law or otherwise held to be invalid, unenforceable, inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

B. Successor Provision

In the event any provision shall have been found to be inoperative, void or invalid as aforementioned, the City and the Union shall, upon the request of either party, meet and confer in an effort to agree upon a successor provision.

IV. PROVISIONS OF MEMORANDUM

A. Sole and Entire Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and Memorandums of Understanding, oral or written, expressed or implied, between the parties, and shall govern their entire relationship of any and all rights or claims which may be asserted hereunder or otherwise. This Memorandum of Understanding is not intended to cover any matters preempted by Federal or State law.

B. Personnel and Departmental Rules

1. It is understood and agreed that there exists within the City, in written form, Personnel and Departmental Rules.

2. Except as specifically modified by this Memorandum of Understanding (MOU) these rules and regulations and any subsequent amendments thereby, shall be in full force and effect.

3. Before any new or subsequent amendments to these Personnel and/or departmental rules and regulations, which directly affect wages, or significantly alter hours, and terms and conditions of employment are implemented, the City shall meet with the Union regarding such changes.

4. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met with the Union as required.

V. AMENDMENTS TO MEMORANDUM OF UNDERSTANDING

The provisions of this Memorandum of Understanding can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the designated representatives of the City and the Union.

VI. NOTICE OF FUTURE MEET AND CONFER

If the Union desires to meet and confer with representatives of the City of West Covina concerning improvements or changes in wages, hours, or other conditions of employment for the employees represented by the Union which would take effect on or after July 1, 2024 the Union shall serve upon the City Manager a written request to meet and confer no later than February 1, 2024.

VII. RATIFICATION AND IMPLEMENTATION

A. Acknowledgement

The City and Union acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by those Union members voting who are in classifications requested by each Union set forth in this Agreement and adopted in the form of a resolution by the City Council.

B. Mutual Recommendation

This Agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits, and other terms and conditions of employment for unit employees represented by the Union.

VIII. RATIFICATION

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and the Union and entered into on this day of November __, 2021.

IX. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for a period of three years, through June 30, 2024.

ARTICLE SEVEN

D.R.I.V.E.

The City agrees to deduct voluntary contributions to DRIVE from the paycheck of all employees who submit to the City a signed wage deduction authorization form covered by this Agreement. DRIVE shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The City shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expense incurred in administering the weekly payroll deduction plan. The Union hereby agrees to indemnify and hold the City harmless for any loss or damages, including attorney's fees and costs, for claims or causes of action arising from the operation of this Article, including claims for deductions made in reliance on representations and certifications regarding valid employee wage deduction authorizations.

The Union will not solicit DRIVE on the City's property, but the Union may post information on the Union bulletin board.

ARTICLE EIGHT

NEW EMPLOYEE ORIENTATION AND UNIT INFORMATION

Section 1 New Employee Orientation

"New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means and mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

The City shall provide the Union mandatory access to its new employee orientations. The exclusive representative shall receive not less than ten (10) calendar days' notice in advance of an orientation, except that shorter notice may be provided in a specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable.

At all new employee orientations, Union representatives shall be allowed up to thirty (30) minutes exclusive time with bargaining unit employees to explain the coverage of this Agreement, obligations and benefits of Union membership, and to provide all other pertinent information to the employees regarding the Union. Such time may be scheduled in a meeting room or other space provided by the City.

In the event the City does not conduct an in-person new employee orientation, the Union shall have thirty (30) minutes to meet with new bargaining unit employees at their worksite, within fifteen (15) days of their start date, to share information. The Union Representative shall be afforded release time for the meetings described herein.

Section 2 Unit Information

The City shall provide Teamsters Local 1932 and the assigned Business Agent with a list of all current employees in the bargaining unit, identifying any new employee hired since the last report and the position they have been assigned to. This report shall be provided every 120 days and shall include contact information and worksite locations.

APPENDIX A

CITY OF WEST COVINA

NON-SWORN SAFETY SUPPORT UNIT

The following are those classifications that have been recognized by the City to be assigned to the Non-Sworn Safety Support Employee Unit:

JOB TITLES/CLASSIFICATIONS

Community Services Officer
Forensic Specialist
Jailer
Lead Jailer
Police Records Specialist I, II
Public Safety Dispatcher
Senior Communications Operator

Appendix "B"

NON-SWORN SAFETY SALARY SCHEDULE

Effective November 13, 2021 - 8% COLA

POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Community Services Officer	MT200	$3,516	$3,693	$3,876	$4,072	$4,276
Forensic Specialist	MT210	$4,604	$4,851	$5,100	$5,348	$5,597
Jailer	MT090	$3,661	$3,848	$4,038	$4,242	$4,453
Lead Jailer	MT120	$4,029	$4,247	$4,464	$4,681	$4,898
Police Records Specialist I	MT030	$3,054	$3,210	$3,369	$3,537	$3,714
Police Records Specialist II	MT080	$3,276	$3,440	$3,613	$3,794	$3,982
Public Safety Dispatcher	MT130	$4,700	$4,935	$5,182	$5,441	$5,712
Senior Communications Operator	MT060	$5,264	$5,527	$5,804	$6,093	$6,397

Effective July 1, 2022 - 3% COLA

POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Community Services Officer	MT200	$3,622	$3,803	$3,992	$4,194	$4,404
Forensic Specialist	MT210	$4,742	$4,997	$5,253	$5,509	$5,764
Jailer	MT090	$3,771	$3,963	$4,159	$4,370	$4,586
Lead Jailer	MT120	$4,150	$4,374	$4,598	$4,821	$5,045
Police Records Specialist I	MT030	$3,146	$3,306	$3,470	$3,643	$3,826
Police Records Specialist II	MT080	$3,374	$3,543	$3,721	$3,908	$4,101
Public Safety Dispatcher	MT130	$4,841	$5,083	$5,337	$5,604	$5,883
Senior Communications Operator	MT060	$5,422	$5,693	$5,978	$6,276	$6,589

Effective July 1, 2023 - 3% COLA

POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Community Services Officer	MT200	$3,731	$3,917	$4,112	$4,320	$4,536
Forensic Specialist	MT210	$4,884	$5,147	$5,410	$5,674	$5,937
Jailer	MT090	$3,884	$4,082	$4,284	$4,501	$4,724
Lead Jailer	MT120	$4,275	$4,505	$4,735	$4,966	$5,196
Police Records Specialist I	MT030	$3,240	$3,405	$3,574	$3,752	$3,940
Police Records Specialist II	MT080	$3,475	$3,649	$3,833	$4,025	$4,224
Public Safety Dispatcher	MT130	$4,986	$5,235	$5,497	$5,772	$6,060
Senior Communications Operator	MT060	$5,584	$5,864	$6,157	$6,464	$6,786

PARTIES TO THE AGREEMENT

For the Non-Sworn Safety Support Employees' Union:

Maritza Goldbaum	Date
Diana McGinley	10/26/2021 Date
Judy Turner	10/26/2021 Date
Sheri Orellana **Teamsters Local 1932**	10/26/2021 Date

For the City of West Covina:

David Carmany City Manager	Date
Helen Tran Director of Human Resources/ Risk Management	10/26/2021 Date

AGENDA ITEM NO. 13

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: November 2, 2021

TO: Mayor and City Council

FROM: David Carmany
City Manager

SUBJECT: FISCAL YEAR 2021-22 CAPITAL IMPROVEMENT PROGRAM STATUS UPDATE

RECOMMENDATION:

It is recommended that City Council:

Receive and File the Fiscal Year 2021-22 Capital Improvement Program (CIP) Projects Status Update

BACKGROUND:

A capital improvement program (CIP) is a plan, usually four to ten years, which identifies capital projects and equipment purchases, provides a planning schedule and identifies options for financing the plan. The plan provides a link to the annual budget. State planning law requires that the City Planning Commission review the CIP to ensure that it is consistent with the General Plan.

Project delivery is the key. As part of the process, the majority of the CIP projects that are fully funded require to go through complex and often lengthy steps leading into their implementation and construction phase. The steps include: project planning, scope of improvements, preliminary cost estimating, design phase which often requires issuing Request for Proposals (RFPs) for design consultant selection, preparation of bid documents which comprises construction plans, specifications and cost estimates, authorization to bid, bidding, bid evaluation, recommendation for award of construction contract, and finally construction.

DISCUSSION:

The purpose of this report to City Council is:

a) to provide an overview of the progress made on CIP projects up to current date;
b) to highlight projects staff anticipates completing before the end of the current fiscal year;
c) to introduce new information sheet for each CIP project; and

In conjunction with the staff report, the City Council will receive a PowerPoint presentation by the Public Services Director to review and provide input and direction on the progress of the following high priority CIP projects.

The projects have been categorized into:

1. Recently Completed Projects
2. Status of CIP Projects Currently in Progress
3. Upcoming CIP Projects Update

Recently Completed Projects

1. Pedestrian Improvements at Orange Avenue and Durness St. Project was completed in October 2020.
2. Pavement Management Program (PMP) Update. Project was completed in December 2020.
3. FY 2017-18 Residential Streets Rehabilitation. Project was completed in December 2020.
4. Cortez Parking Lot Rehabilitation. Project was completed in December 2020.
5. Restroom Renovation at Senior Center. Project was completed in January 2021.
6. FY 2019-20 Residential Streets Rehabilitation. Project was completed in July 2021.

Status of CIP Projects Currently in Progress

1. Upgrades For 2700 Azusa Avenue Sewer Lift Station. Anticipated completion is Spring 2022.
2. FY 2020-21 Residential Streets Rehabilitation. Anticipated completion is December 2021.
3. Fire Station #4 Parking Lot Improvements. Anticipated completion is December 2021.
4. Citywide Pavement Marking, Striping and Signage Improvements. Anticipated completion is Spring 2022.
5. Lark Ellen and Grovecenter - Pedestrian Improvements. Anticipated completion is Early 2022.
6. Major Street Rehabilitation – Azusa Avenue (Design Phase). Anticipated completion is Early 2022.
7. La Puente Road/Forecastle - New Traffic Signal With City Of Walnut. Anticipated completion is Early 2022.
8. Traffic Signal Improvements at Cameron And Barranca. Anticipated completion is Early 2022.

Upcoming CIP Projects Update

1. FY 2021-22 Residential Streets Rehabilitation. Anticipated completion is Summer 2022.
2. Friendship Park Improvements. Anticipated completion is Early 2022.
3. Cortez Park Improvements. Anticipated completion is Early 2022.
4. Palmview, Aroma and Walmerado Parks - Pour and Play Playgrounds. Anticipated completion is Early 2022.
5. Sewer Main Replacement – Portion of Azusa and Citrus. Anticipated completion is 2022.
6. Sewer Main Replacement – South Side of the City. Anticipated completion is 2022.
7. Fire Station No 2 and 4 Roof Replacement. Anticipated completion is 2022.
8. Senior Center Sliding Door Replacement Anticipated completion is Early 2022.
9. Fire Station No 1 Building Mechanical Roll-Up Door Replacement. Anticipated completion is Early 2022.
10. Median Landscape Improvements. Anticipated completion is 2022.

Prepared by: Okan Demirci, PE, QSD/P

Fiscal Impact

FISCAL IMPACT:
NONE

Attachments

Attachment No. 1 - Capital Improvements Program Status Update Presentation (Fiscal Year 2021-2022)

CITY COUNCIL GOALS & OBJECTIVES: Maintain and Enhance City Facilities and Infrastructure
Enhance the City Image and Effectiveness
Protect Public Safety

ATTACHMENT NO. 1

Presented To

The City Council of West Covina

November 2, 2021

Fiscal Year 2021-22 Capital Improvement Program (CIP) Status Update Presentation

CIP PROGRAM OVERVIEW

As part of the CIP program management, below are the major steps:

- ✓ Project planning
- ✓ Scope of improvements
- ✓ Preliminary cost estimating
- ✓ Design phase (RFPs for design consultant selection)
- ✓ Preparation of bid package documents (plans, specifications, estimates)
- ✓ Authorization to bid, bidding, bid evaluation, recommendation for award of construction contract
- ✓ Construction
- ✓ Construction management & administration
- ✓ Project closeout
- ✓ Funding administration

CIP PROGRAM OVERVIEW

The Capital Improvement Program is divided into seven categories representing different project types:

1. Buildings
2. General
3. Parks, Playgrounds & Fields
4. Regional
5. Sewer
6. Street and Sidewalks
7. Traffic Signals

PRESENTATION OVERVIEW

- ✓Recently Completed CIP Projects
- ✓Status of CIP Projects Currently in Progress
- ✓Upcoming CIP Projects Update
- ✓CIP Projects Estimated Timeline

RECENTLY COMPLETED CIP PROJECTS

PEDESTRIAN IMPROVEMENTS AT ORANGE AVENUE AND DURNESS ST

Project Name: Pedestrian Improvements at Orange Avenue and Durness St

Project No: 19027

Project Description: Work included pedestrian safety and roadway drainage improvements including new concrete storm drain catch basin, concrete curb ramp, crosswalk and striping by Orangewood Elementary School.

Total Project Cost: $0.1m

Project Status: Project was completed in October 2020.

RECENTLY COMPLETED CIP PROJECTS

PAVEMENT MANAGEMENT PROGRAM (PMP) UPDATE

Project Name: Pavement Management Program (PMP) Update

Project No: 20003

Project Description: Update of City's Pavement Management Program (PMP). PMP is a planning and budgeting tool used to prioritize street paving and maintenance projects over a ten-year period. PMP is also a requirement to receive Federal funding for street rehabilitation projects within Federal-Aid highway (major arterials). State Proposition C funds also requires PMP to be updated every 3 years.

The PMP is used as the basis for making strategic decisions to plan future pavement rehabilitation/maintenance work effectively and cost efficiently. Engineering department conducts field reviews/observations to update and supplement the information in the PMP report to develop cost effective projects with efficient cost/benefit ratio based on field conditions, other relevant projects, budget availability, and various other factors that may exist at the time.

Total Project Cost: $0.1m

Project Status: Project was completed in December 2020.

RECENTLY COMPLETED CIP PROJECTS

FY 2017-18 RESIDENTIAL STREETS REHABILITATION

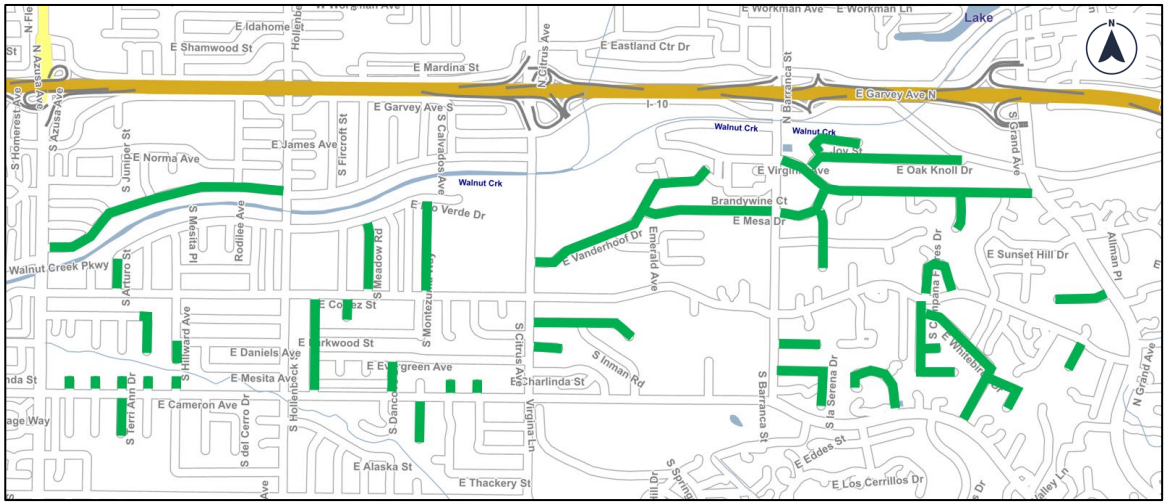
Project Name: FY 2017-18 Residential Streets Rehabilitation

Project No: 18032

Project Description: Pavement rehabilitation at various residential streets. Rehab improvements included asphalt overlay, slurry seal, cape seal, concrete curb ramps, sidewalk, curb and gutter and striping. Total rehabilitation area is 1.2 million square feet.

Total Project Cost: $1.4m

Project Status: Project was completed in December 2020.



RECENTLY COMPLETED CIP PROJECTS

CORTEZ PARKING LOT REHABILITATION

Project Name: Cortez Parking Lot Rehabilitation

Project No: 19007

Project Description: Pavement rehabilitation at Cortez Park parking lot (thru Citrus Street). Rehab improvements included asphalt overlay, pothole repairs, concrete sidewalk, gutter, signing and striping. Total rehabilitated area is 45k square feet.

Total Project Cost: $0.2m

Project Status: Project was completed in December 2020.

RECENTLY COMPLETED CIP PROJECTS

RESTROOM RENOVATION AT SENIOR CENTER

Project Name: Restroom Renovation at Senior Center (CDBG Funded)

Project No: 19003

Project Description:
Restroom renovation at men's and women's restroom at the Senior Center Facility located at 2501 Cortez St.

Total Project Cost: $0.3m

Project Status: Project was completed in January 2021.

RECENTLY COMPLETED CIP PROJECTS

FY 2019-20 RESIDENTIAL STREETS REHABILITATION

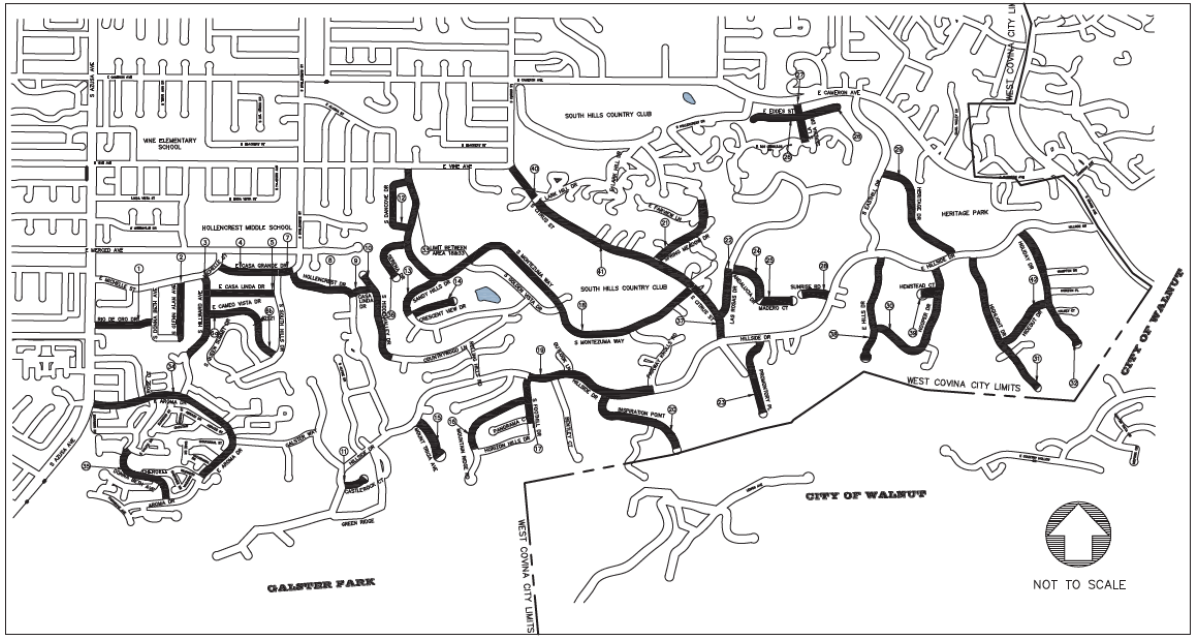
Project Name: FY 2019-20 Residential Streets Rehabilitation

Project No: 20011

Project Description: Pavement rehabilitation at various residential streets. Rehab improvements included asphalt overlay, slurry seal, concrete curb ramps, sidewalk, curb and gutter and striping. Total rehabilitation area is 1.6 million square feet.

Total Project Cost: $1.1m

Project Status: Project was completed in July 2021.



- ✓Recently Completed CIP Projects
- ✓**Status of CIP Projects Currently in Progress**
- ✓Upcoming CIP Projects Update
- ✓CIP Projects Estimated Timeline

STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

UPGRADES FOR 2700 AZUSA AVENUE SEWER LIFT STATION

Project Name: Upgrades for 2700 Azusa Avenue Sewer Lift Station

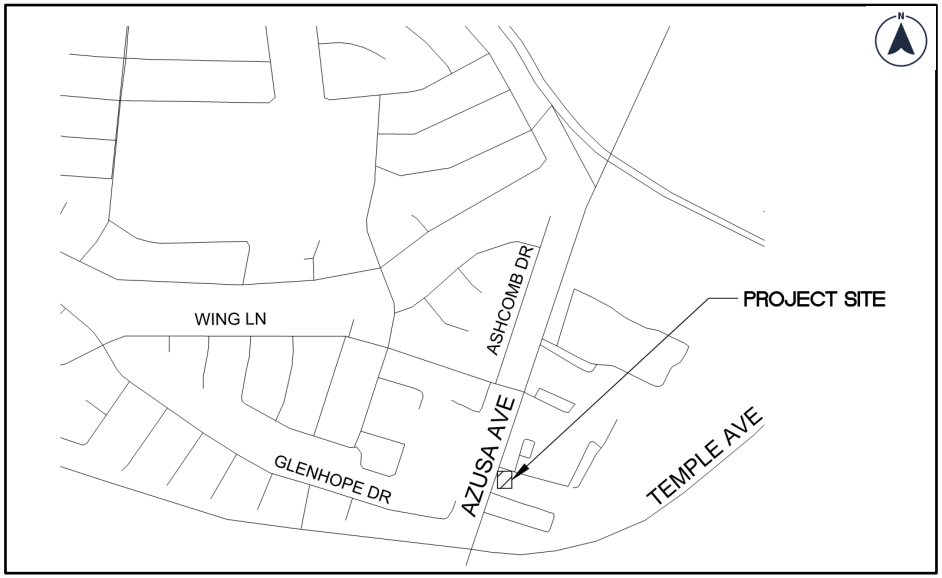
Project No: 17022

Project Description: Work includes construction of a sewer lift station at 2700 Azusa Avenue.

Total Project Estimate: $2.8m

Project Status: Construction is scheduled to commence in November 2021.

Anticipated Completion: Spring 2022



STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

FY 2020-21 RESIDENTIAL STREETS REHABILITATION

Project Name: FY 2020-21 Residential Streets Rehabilitation

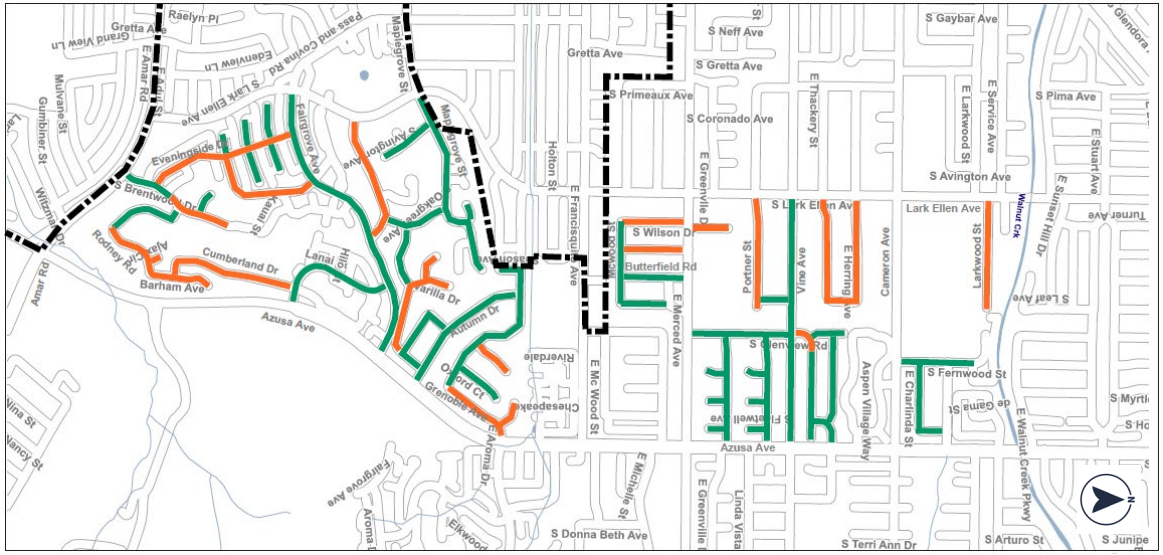
Project No: 21020

Project Description: Pavement rehabilitation at various residential streets. Rehab improvements include asphalt overlay, slurry seal, concrete curb ramps, sidewalk, curb and gutter and striping. Total rehabilitation area is 1.1 million square feet of slurry seal, and 0.6 million square feet of asphalt resurfacing, totaling to 1.7 million square feet.

Total Project Estimate: $2.0m

Project Status: Construction started in June 2021

Anticipated Completion: December 2021



Slurry seal

Asphalt resurfacing

STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

FIRE STATION #4 PARKING LOT IMPROVEMENTS

Project Name: Fire Station #4 Parking Lot Improvements

Project No: 21034

Project Description: Reconstruction of existing asphalt pavement and construction of concrete pavement within the existing parking lot to the Fire Station rear bay, installation of striping & marking, at approx. 31,000 square feet of parking lot.

Total Project Estimate: $0.3m

Project Status: Field construction is completed in September 2021. Project closeout is in progress.

Anticipated Completion: December 2021

STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

CITYWIDE PAVEMENT MARKING, STRIPING AND SIGNAGE IMPROVEMENTS

Project Name: Citywide Pavement Marking, Striping And Signage Improvements

Project No: 21020

Project Description: Traffic Calming, Safety, Signage, Striping Improvements at various locations including Cameron/Orange, Vincent Ave at I-10, Nora/Workman, Workman/Homerest, Vine at Hollenbeck-Citrus, Garvey at Azusa-Hollenbeck, 2700 Garvey, Montezuma Wy at Vine-Citrus, Castle Rock to Citrus, Broadmoor/Rexwood.

Total Project Estimate: $0.1m

Project Status: Construction started in August 2021. Some materials have long lead time procurement, waiting for material to complete construction.

Anticipated Completion: Early 2022

STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

LARK ELLEN AND GROVECENTER - PEDESTRIAN IMPROVEMENTS

Project Name: Lark Ellen and Grovecenter - Pedestrian Imp with City of Covina (City of West Covina is the Lead Agency)

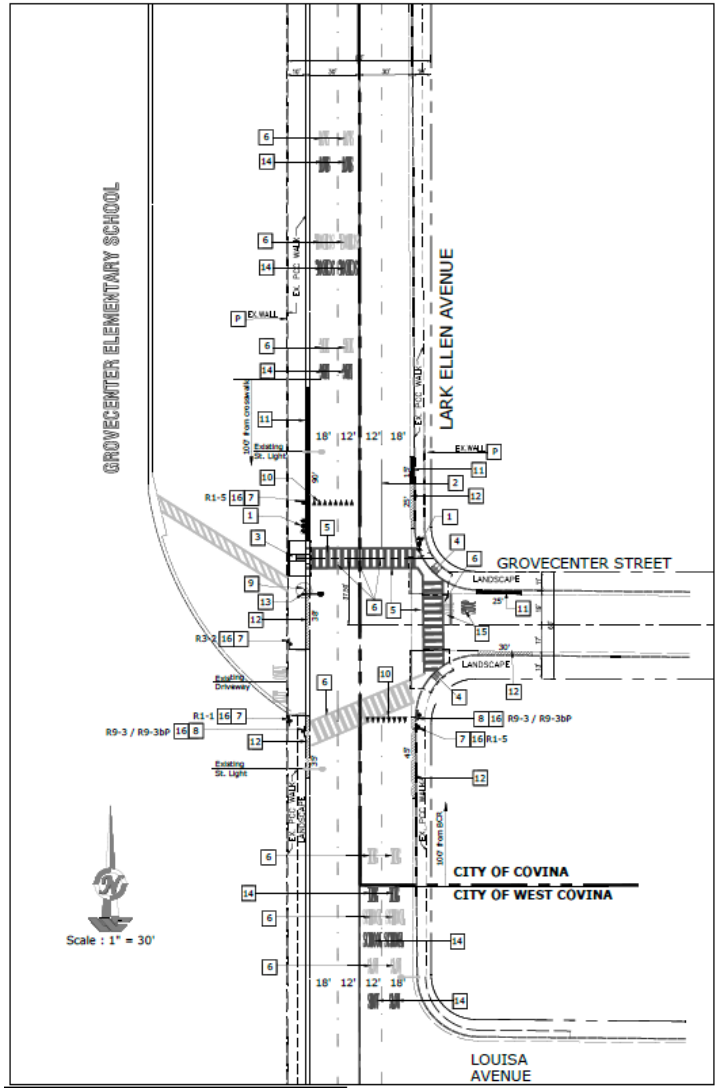
Project No: 21007

Project Description: Pedestrian safety improvements at Grovecenter and Lark Ellen Avenue near Grovecenter Elementary School. Work includes construction of new concrete curb ramps, sidewalk, curb and gutter, installation of new crosswalk, signage (rapid flashing beacon signal system).

Total Project Estimate: $0.1m

Project Status: Construction started in August 2021. Flashing beacon system (RRFB) has long lead time procurement, waiting for material to complete construction.

Anticipated Completion: Early 2022



STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

MAJOR STREET REHABILITATION – AZUSA AVENUE (DESIGN PHASE)

Project Name: Major Street Rehabilitation – Azusa Avenue (Design Phase)

Project No: 19006/18005

Project Description: Pavement rehabilitation at Azusa Avenue within City limits as recommended by City Pavement Management Program. The work limits are Azusa Avenue between Vine Avenue and north city limits.

Project Status: Project design phase including Caltrans approvals is in progress. Anticipated design approvals completion is early 2022.

Anticipated Completion: Design phase will be completed in Early 2022

STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

LA PUENTE ROAD/FORECASTLE - NEW TRAFFIC SIGNAL WITH CITY OF WALNUT

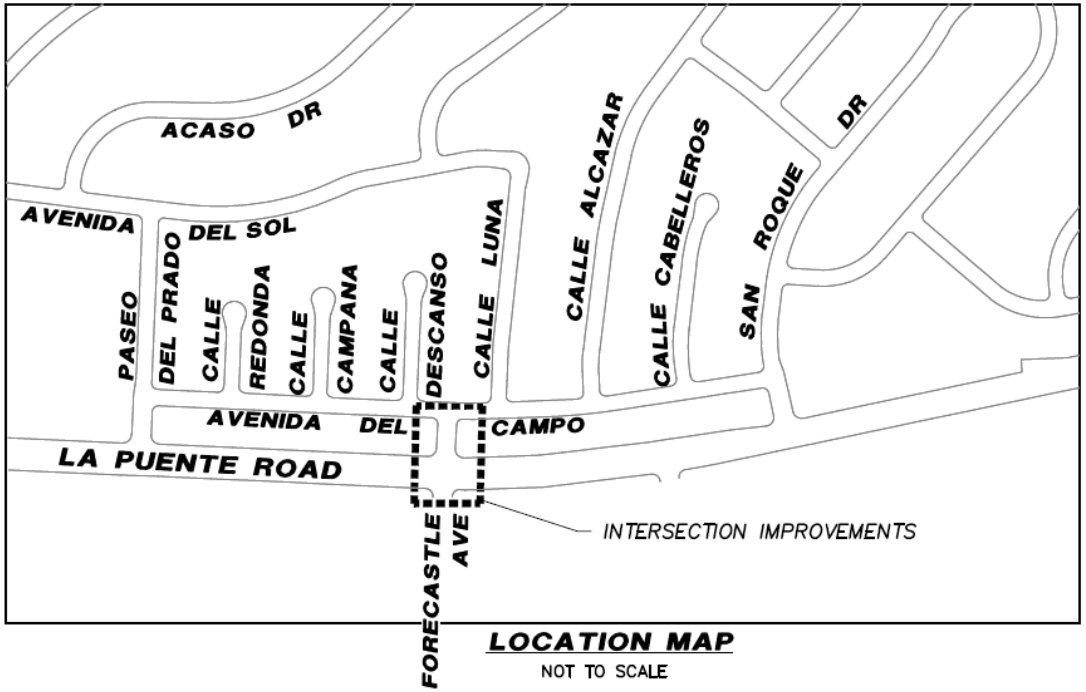
Project Name: La Puente Road/Forecastle - New Traffic Signal with City of Walnut (City of Walnut is the Lead Agency)

Project No: 21006

Project Description: Installation of new traffic signal system at La Puente Road and Forecastle Avenue (shared intersection between City of Walnut and West Covina).

Project Status: Field construction is completed in September 2021. Project closeout with City of Walnut is in progress.

Anticipated Completion: Early 2022



STATUS OF CIP PROJECTS CURRENTLY IN PROGRESS

TRAFFIC SIGNAL IMPROVEMENTS AT CAMERON AND BARRANCA

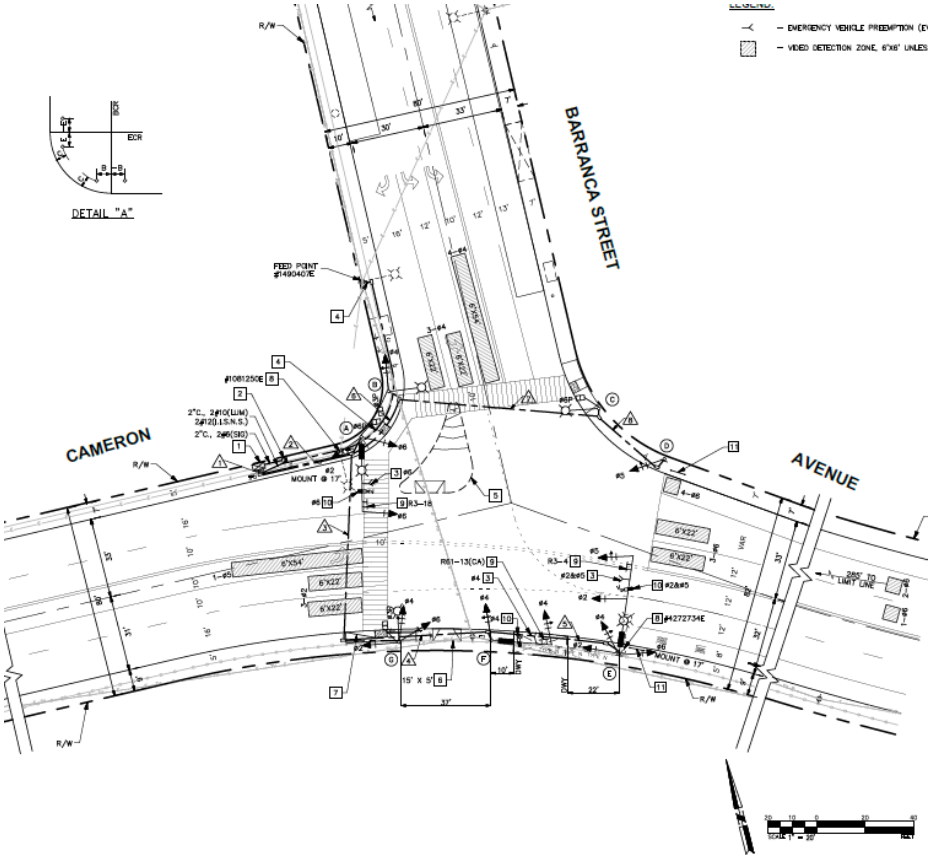
Project Name: Traffic Signal Improvements at Cameron and Barranca

Project No: 18040

Project Description: Installation of new traffic signal system at Cameron and Barranca intersection.

Project Status: Long lead time traffic signal equipment was ordered and coordination for new service with SCE is in progress.

Anticipated Completion: Early 2022



✓Recently Completed CIP Projects

✓Status of CIP Projects Currently in Progress

✓**Upcoming CIP Projects Update**

✓CIP Projects Estimated Timeline

UPCOMING CIP PROJECTS UPDATE

FY 2021-22 RESIDENTIAL STREETS REHABILITATION

Project Name: FY 2021-22 Residential Streets Rehabilitation

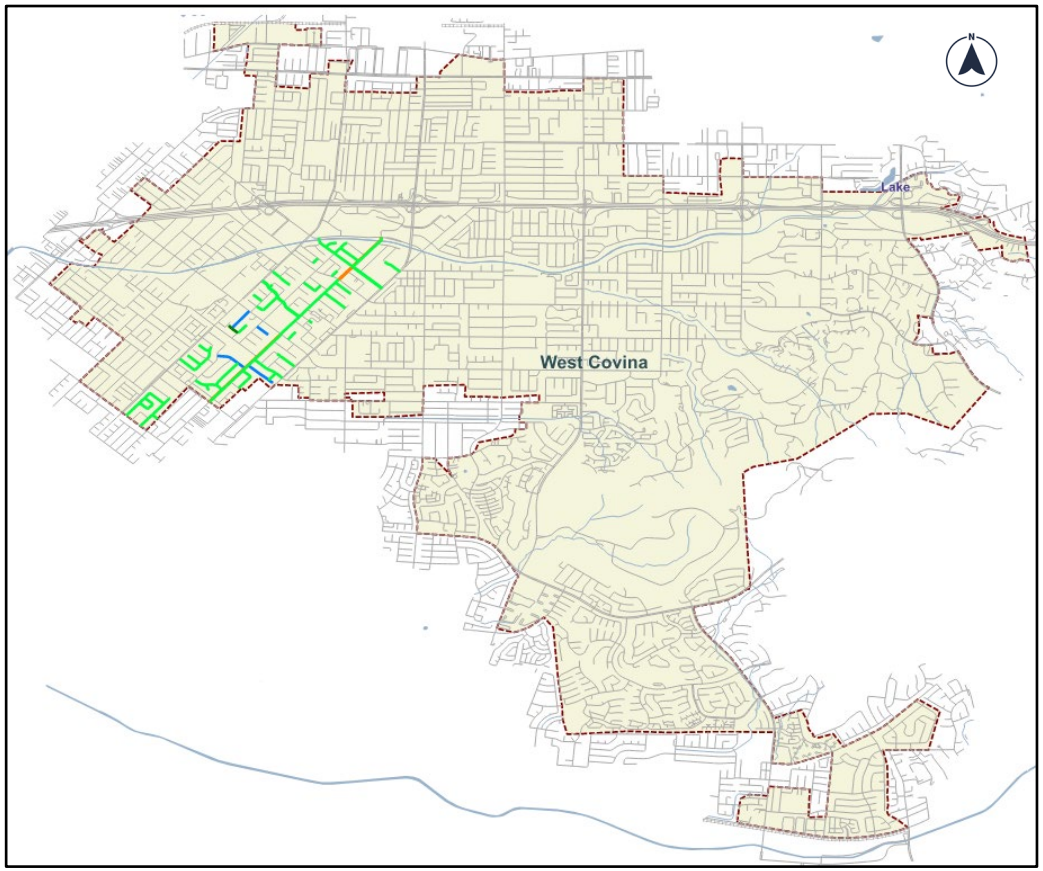
Project No: 22004

Project Description: Pavement rehabilitation at various residential streets. Rehab improvements include asphalt overlay, slurry seal and striping.

Total Project Budget: $2.6m

Project Status: Construction is scheduled to start in Spring 2022.

Anticipated Completion: Summer 2022



UPCOMING CIP PROJECTS UPDATE

FRIENDSHIP PARK IMPROVEMENTS

Project Name: Friendship Park Improvements (CDBG funded)

Project No: 21035

Project Description: Work includes removal of existing and procurement and installation of new playground equipment, basketball court equipment, and fitness equipment at Friendship Park.

Total Project Budget: $1.0m

Project Status: Construction contract was awarded in September 2021. Construction is scheduled to start late 2021, after equipment is received.

Anticipated Completion: Early 2022

UPCOMING CIP PROJECTS UPDATE

CORTEZ PARK IMPROVEMENTS

Project Name: Cortez Park Improvements

Project No: 22007

Project Description: Work includes removal of existing and procurement and installation of new playground equipment at Cortez Park.

Total Project Budget: $0.4m

Project Status: Construction contract was awarded in September 2021. Construction is scheduled to start late 2021, after equipment is received.

Anticipated Completion: Early 2022

UPCOMING CIP PROJECTS UPDATE

PALMVIEW, AROMA & WALMARDO PARKS - POUR AND PLAY PLAYGROUNDS

Project Name: PalmView, Aroma & Walmerado Parks - Pour and Play Playgrounds

Project No: 21005

Project Description: Work includes replacement of existing pour in place rubberized safety surfacing at Palmview, Aroma and Walmerado Parks.

Total Project Budget: $0.75m

Project Status: Construction bid package will be advertised in 2021.

Anticipated Completion: Early 2022

UPCOMING CIP PROJECTS UPDATE

SEWER MAIN REPLACEMENT – PORTION OF AZUSA AND CITRUS

Project Name: Sewer Main Replacement – Portion of Azusa And Citrus

Project No: 21011 & 21012

Project Description: Work includes replacement of existing sewer main line on portion of Azusa Ave between 630 feet south of W Badillo St and E Puente Ave and Citrus Ave from Cortez Park and E Vanderhoof Dr.

Total Project Budget: $0.5m

Project Status: Project design is in progress.

Anticipated Completion: 2022

UPCOMING CIP PROJECTS UPDATE

SEWER MAIN REPLACEMENT – SOUTH SIDE OF THE CITY

Project Name: Sewer Main Replacement – South Side of the City

Project Description: Work includes replacement of existing sewer main line at various locations at the South side of the City, as needed.

Project Status: Investigation is in progress. Videotaping all sewer main lines to identify the improvement areas is in progress.

Anticipated Completion: 2022

UPCOMING CIP PROJECTS UPDATE

FIRE STATION NO 2 AND 4 ROOF REPLACEMENT

Project Name: Fire Station No 2 and 4 Roof Replacement

Project No: 21034

Project Description: Work includes roof repairs/replacement at Fire Station No 2 and No 4.

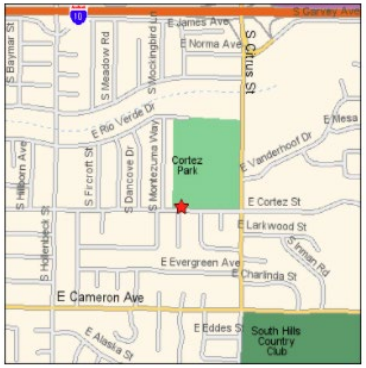
Total Project Budget: $0.5m

Project Status: Construction bids are due in October 2021.

Anticipated Completion: 2022

Fire Station No. 2

2441 E. Cortez Street
West Covina, CA 91791



Fire Station No. 4

1815 S. Azusa Ave.
West Covina, CA 91792

UPCOMING CIP PROJECTS UPDATE

FIRE STATION NO 1 CONCEPT PLAN DEVELOPMENT

Project Name: Fire Station No 1 Concept Plan Development

Project Description: Preparation of concept plans for a new Fire Station.

Project Status: Concept plans are being developed for further review and approvals.

UPCOMING CIP PROJECTS UPDATE

SR. CENTER SLIDING DOOR REPLACEMENT

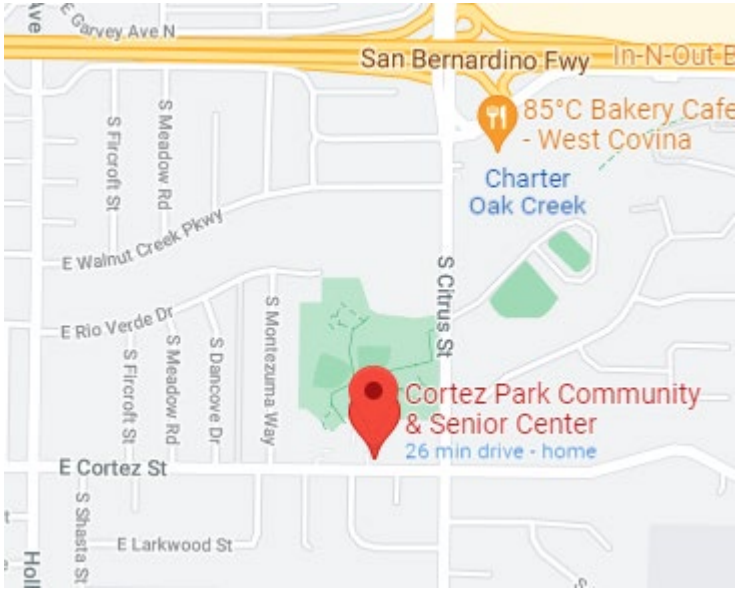
Project Name: Sr. Center Sliding Door Replacement

Project Description: Replacement of existing sliding doors at Sr. Center

Total Project Budget: $0.1m

Project Status: Construction bid package will be advertised in 2021

Anticipated Completion: 2022



UPCOMING CIP PROJECTS UPDATE

FIRE STATION NO 1 MECHANICAL BUILDING ROLL UP DOOR REPLACEMENT

Project Name: Fire Station No 1 Mechanical Building Roll Up Door Replacement

Project Description: Replacement of existing roll up door at Fire Station No. 1.

Total Project Budget: $0.1m

Project Status: Construction bid package will be advertised in 2021

Anticipated Completion: 2022

Fire Station No. 1

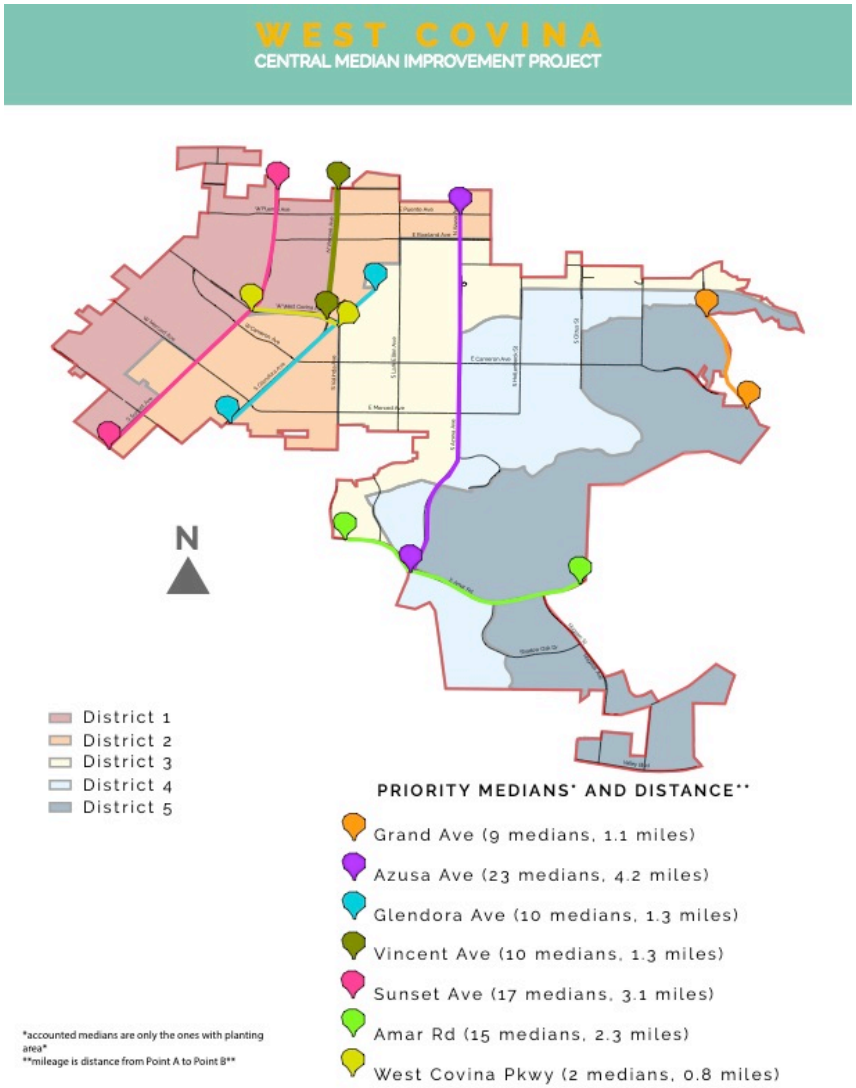
819 S. Sunset Ave.
West Covina, CA 91790

UPCOMING CIP PROJECTS UPDATE

MEDIAN LANDSCAPE IMPROVEMENTS

Project Name: Median Landscape Improvements

Project Description: Median landscape improvements at various locations Citywide



- ✓Recently Completed CIP Projects
- ✓Status of CIP Projects Currently in Progress
- ✓Upcoming CIP Projects Update
- ✓**CIP Projects Estimated Timeline**

CIP PROJECTS ESTIMATED TIMELINE

Design | Bid Advertisement / Analysis / Award | Construction | Misc Coordination

Revised on 10/23/2021

Project No	Project	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23
17022	**Upgrades for 2700 Azusa Swr Lift Station**																								
	Long lead time material procurement & SCE coord. & precon activities																								
	Construction (including maintenance)																								
21020	**FY 2020-21 Residential Streets Rehabilitation**																								
	Design / Preparation of PS&E (Completed)																								
	Construction Bid Advertisement / Award (Completed)																								
	Construction (completed)																								
	Project Closeout																								
21020	**Citywide Pavement Marking, Striping And Signage Improvements**																								
	Design / Preparation of PS&E (Completed)																								
	Construction Bid Advertisement / Award (Completed)																								
	Construction (completed)																								
	Project Closeout																								
21034	**Fire Building Improvements - Fire Station 4 Parking Lot Improvements**																								
	Design / Preparation of PS&E (Completed)																								
	Construction Bid Advertisement / Award (Completed)																								
	Construction																								
	Project Closeout																								
21007	**Lark Ellen and Grovecenter - Pedestrian Imp with City of Covina**																								
	Design / Preparation of PS&E (Completed)																								
	Construction Bid Advertisement / Award (Completed)																								
	Construction (including long lead time material procurement)																								
	Project Closeout (with City of Covina)																								
19006/18005	**Major Street Rehabilitation – Azusa Avenue (Design Phase)**																								
	Design / Preparation of PS&E including Caltrans approvals																								
	Caltrans approvals (e76)																								
	Construction Bid Advertisement / Award																								
21006	**La Puente Road/Forecastle - New Traffic Signal with City of Walnut**																								
	Design / Preparation of PS&E (Completed)																								
	Construction Bid Advertisement / Award (Completed)																								
	Construction (Completed)																								
	Project Closeout (with City of Walnut)																								

CIP PROJECTS ESTIMATED TIMELINE

Design | Bid Advertisement / Analysis / Award | Construction | Misc Coordination

Revised on 10/23/2021

Project No	Project	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23
18040	**Traffic Signal Improvements at Cameron and Barranca**																								
	Design / Preparation of PS&E (Completed)																								
	Construction Bid Advertisement / Award (Completed)																								
	Construction (inc. long lead time material-traffic signals) & SCE approvals																								
	Project Closeout																								
22004	**FY 2021-22 Residential Streets Rehabilitation**																								
	Design / Preparation of PS&E																								
	Construction Bid Advertisement / Award																								
	Construction																								
	Project Closeout																								
21035	**Friendship Park - Park Improvements (CDBG Funded)**																								
	Design / Preparation of PS&E (Completed)																								
	Construction Bid Advertisement / Award (Completed)																								
	Construction (including equipment procurement)																								
	Project Closeout																								
22007	**Cortez Park - Park Improvements**																								
	Design / Preparation of PS&E (Completed)																								
	Construction Bid Advertisement / Award																								
	Construction (including equipment procurement)																								
	Project Closeout																								
21005	**PalmView, Aroma & Walmardo Parks - Pour and Play Playgrounds**																								
	Design / Preparation of PS&E																								
	Construction Bid Advertisement / Award																								
	Construction (including equipment procurement)																								
	Project Closeout																								
21011/21012	**Sewer Main Replacement – Portion of Azusa And Citrus**																								
	Design / Preparation of PS&E																								
	Construction Bid Advertisement / Award																								
	Construction																								
	Project Closeout																								

CIP PROJECTS ESTIMATED TIMELINE

Design | Bid Advertisement / Analysis / Award | Construction | Misc Coordination

Revised on 10/23/2021

Project No	Project	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23
	Sr. Center Sliding Door Replacement																								
	Design / Preparation of PS&E																								
	Construction Bid Advertisement / Award																								
	Construction																								
	Project Closeout																								
	Fire Station No 1 Mechanical Building Roll Up Door Replacement																								
	Design / Preparation of PS&E																								
	Construction Bid Advertisement / Award																								
	Construction																								
	Project Closeout																								

Recently Completed Projects

Major Street Rehabilitation - Cameron Avenue (Project No: 17003) - Project federally closed out in 2020.
Pedestrian Improvements at Orange Avenue and Durness St (Project No: 19027) - Completed in October 2020.
Pavement Management Program PMP Update (Project No: 20003) - Completed in December 2020.
FY 2017-18 Residential Streets Rehabilitation (Project No: 18032) - Completed in December 2020.
Cortez Parking Lot Rehabilitation (Project No: 19007) - Completed in December 2020.
Restroom Renovation at Sr. Center (Project No: 19003) - Completed in January 2021.
FY 2019-20 Residential Streets Rehabilitation (Project No: 20011) - Completed in July 2021.