



## **CITY OF WEST COVINA**

### **CITY COUNCIL/SUCCESSOR AGENCY**

**OCTOBER 4, 2022, 7:00 PM  
REGULAR MEETING**

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

**Mayor Dario Castellanos  
Mayor Pro Tem Rosario Diaz  
Councilwoman Letty Lopez-Viado  
Councilmember Brian Tabatabai  
Councilman Tony Wu**

*Please turn off all cell phones and other electronic devices prior to entering the Council Chambers*

#### ***AMERICANS WITH DISABILITIES ACT***

The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at 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](http://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 OCTOBER 4, 2022, 7:00 PM  
REGULAR MEETING**

### **INVOCATION**

Led by Pastor Antonio Rodriguez from Calvary Chapel, New Beginnings West Covina

### **PLEDGE OF ALLEGIANCE**

Led by Councilmember Tabatabai

### **ROLL CALL**

### **REPORTING OUT FROM CLOSED SESSION**

### **PRESENTATIONS**

- National Fire Prevention Week Proclamation
- Breast Cancer Awareness Proclamation
- Domestic Violence Awareness Proclamation

### **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.*

### **APPROVAL OF MEETING MINUTES**

- 1) **CONSIDERATION OF APPROVAL OF THE SEPTEMBER 20, 2022, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES AND THE SEPTEMBER 20, 2022, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

It is recommended that the City Council approve the September 20, 2022, Closed Session Meeting Minutes and the September 20, 2022 Regular Session Meeting Minutes.

### **COMMUNITY DEVELOPMENT**

- 2) **CONSIDERATION OF ACCEPTANCE OF ENERGY SYSTEM UPGRADES INSTALLATION – ENERGY EFFICIENCY PROJECT NO. 21034**

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

1. Accept the work performed by Alliance Building Solutions, Inc. for the Energy System Upgrades Project.
2. Authorize the execution and recordation of the Notice of Completion and the release of retention funds 35 days thereafter.

**3) CONSIDERATION OF FINAL PARCEL MAP NO. 72097  
LOCATION: 3501 EAST CAMERON AVENUE**

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

**RESOLUTION NO. 2022-97 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 72097 LOCATED AT 3501 EAST CAMERON AVENUE**

**FINANCE DEPARTMENT**

**4) CONSIDERATION OF ORDINANCE NO. 2501 - AMENDING PURCHASING PROCEDURES**

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

**ORDINANCE NO. 2501 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE VII (PURCHASES AND SALES) OF CHAPTER 2 (ADMINISTRATION) OF THE WEST COVINA MUNICIPAL CODE**

**HUMAN RESOURCES/RISK MANAGEMENT**

**5) MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA FIREFIGHTERS' ASSOCIATION (WCFFA)**

City Council consideration of the following Resolution:

**RESOLUTION NO. 2022-98 - 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 FIREFIGHTERS' ASSOCIATION (WCFFA)**

**END OF CONSENT CALENDAR**

**DEPARTMENTAL REGULAR MATTERS**

**PUBLIC SERVICES**

**6) CONSIDERATION OF DIAL-A-RIDE SERVICE AREA**

It is recommended that the City Council:

1. Provide direction relative to the Dial-A-Ride and Uber Pilot service areas; and
2. Authorize the City Manager to negotiate and execute all necessary documents, in such form as approved by the City Attorney, to carry out the City Council's direction.

**MAYOR/COUNCILMEMBERS REPORTS**

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

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

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

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

## **CITY COUNCIL COMMENTS**

## **ADJOURNMENT**

### Next Tentative City Council Meeting

Regular Meeting

October 18, 2022

7:00 PM

### **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

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City of West Covina | Office of the City Manager

**DATE:** October 4, 2022

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF APPROVAL OF THE SEPTEMBER 20, 2022, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES AND THE SEPTEMBER 20, 2022, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

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### **RECOMMENDATION:**

It is recommended that the City Council approve the September 20, 2022, Closed Session Meeting Minutes and the September 20, 2022 Regular Session Meeting Minutes.

### **DISCUSSION:**

That the City Council adopt the attached minutes.

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

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### **Attachments**

Attachment No. 1 - 9/20/2022 Closed Session Minutes Draft

Attachment No. 2 - 9/20/2022 Regular Session Minutes Draft

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



## **CITY OF WEST COVINA**

### **CITY COUNCIL/SUCCESSOR AGENCY**

SEPTEMBER 20, 2022, 6:00 PM  
REGULAR MEETING-CLOSED SESSION

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

**Mayor Dario Castellanos**  
**Mayor Pro Tem Rosario Diaz**  
**Councilwoman Letty Lopez-Viado**  
**Councilmember Brian Tabatabai**  
**Councilman Tony Wu**

### **MINUTES**

#### **CALL TO ORDER**

A Closed Session Meeting was called to order by Mayor Castellanos on Tuesday, September 20, 2022 at 6:00 p.m., in the Management Resource Center on the 3<sup>rd</sup> Floor, 1444 West Garvey Avenue South, West Covina, California

#### **ROLL CALL**

Council Members

Present: Council Members Tony Wu, Brian Tabatabai, Letty Lopez-Viado, Mayor Pro Tem Diaz, Mayor Castellanos

Council Members

Absent: None

City Staff: David Carmany City Manager, Thomas Duarte City Attorney, Roxanne Lerma Assistant City Manager, Melissa Ballard Deputy City Attorney (Jones and Mayer)

**PUBLIC COMMENTS ON ITEMS ON THE AGENDA**

Armando Herman

**CLOSED SESSION**

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

- 1.City of West Covina v. West Covina Restaurant Group, Inc. dba Gaucho Grill, et al. (Los Angeles County Superior Court Case No. 20PSCV00548)
- 2.John Blanco v. Officer Huynh, City of West Covina, West Covina Police Department (Los Angeles Superior Court Case No. 20STCV17723)

2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Carmany, Duarte  
Employee Organizations

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

Unrepresented Employee Group

- Department Heads



**ADJOURNMENT**

A motion to adjourn the Closed Session Meeting was made by Mayor Castellanos and the meeting was adjourned at 6:40 pm. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday October 04, 2022 at 6:00 p.m. in the Management Resource Center, 3<sup>rd</sup> Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

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Lisa Sherrick  
Assistant City Clerk

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Dario Castellanos  
Mayor



## **CITY OF WEST COVINA**

### **CITY COUNCIL/SUCCESSOR AGENCY**

**SEPTEMBER 20, 2022, 7:00 PM  
REGULAR MEETING**

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

**Mayor Dario Castellanos  
Mayor Pro Tem Rosario Diaz  
Councilwoman Letty Lopez-Viado  
Councilmember Brian Tabatabai  
Councilman Tony Wu**

### **MINUTES**

#### **CALL TO ORDER**

A Regular Session Meeting was called to order by Mayor Dario Castellanos on Tuesday, September 20, 2022 at 7:01 p.m., in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California

#### **INVOCATION**

Led by Pastor Jillian Lutes from West Covina Hills Seventh-Day Adventist Church

#### **PLEDGE OF ALLEGIANCE**

Led by Councilman Wu

#### **ROLL CALL**

Present: Council Members Tony Wu, Brian Tabatabai, Letty Lopez-Viado, Mayor Pro Tem Diaz, Mayor Castellanos.

Council Members

Absent: None

City Staff: David Carmany City Manager, Tom Duarte City Attorney, Lisa Sherrick Assistant City Clerk; other City staff presented reports and responded to questions as indicated in the minutes.

### **CLOSED SESSION**

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

- 1.City of West Covina v. West Covina Restaurant Group, Inc. dba Gaucho Grill, et al. (Los Angeles County Superior Court Case No. 20PSCV00548)
- 2.John Blanco v. Officer Huynh, City of West Covina, West Covina Police Department (Los Angeles Superior Court Case No. 20STCV17723)

#### **2. CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code § 54957.6

City Negotiators: Carmany, Duarte  
Employee Organizations

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

Unrepresented Employee Group

- Department Heads

### **REPORTING OUT FROM CLOSED SESSION**

City Attorney Tom Duarte reported that no reportable action was taken during the Closed Session Meeting.

### **PRESENTATIONS**

None

### **ORAL COMMUNICATIONS - Five (5) minutes per speaker**

Kathy Novarro

Rosa L. Rios

Angie Gillingham

Armando Herman  
Mike Greenspan  
Elsie Messman  
Ralph Beltran  
John Shewmaker  
R. Robinson  
Sarah Love

### **CITY MANAGER'S REPORT**

Presentation given by City Manager David Carmany.

### **CONSENT CALENDAR**

***ACTION: Motion by Mayor Pro Tem Diaz, Second by Councilwoman Lopez-Viado 5-0 to: Approve Consent Calendar Items 1-8.***

***ACTION: Motion by Councilwoman Lopez-Viado, Second by Mayor Pro Tem Diaz 4-1 (No: Tabatabai) to: Approve Consent Calendar Item 9. (Item 9 was pulled for discussion by Councilmember Tabatabai).***

### **APPROVAL OF MEETING MINUTES**

- 1) **CONSIDERATION OF APPROVAL OF THE SEPTEMBER 6, 2022, CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES AND THE SEPTEMBER 6, 2022, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

**Carried 5-0 to:** approve the September 6, 2022, Closed Session Meeting Minutes and the September 6, 2022 Regular Session Meeting Minutes.

### **CITY MANAGER'S OFFICE**

- 2) **CONSIDERATION OF RESOLUTION NO. 2022-96 DETERMINING THERE IS A NEED TO CONTINUE THE LOCAL EMERGENCY**

**Carried 5-0 to:** to adopt the following Resolution:

**RESOLUTION NO. 2022-96 – 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 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, OCTOBER 5, 2021, NOVEMBER 2, 2021, DECEMBER 7, 2021, JANUARY 4, 2022, FEBRUARY 1, 2022, MARCH 1, 2022, APRIL 5, 2022, MAY 3, 2022, JUNE 7, 2022, JULY 5, 2022, JULY 19, 2022 AND AUGUST 16, 2022.**

## **COMMUNITY DEVELOPMENT**

### **3) CONSIDERATION OF NOTICE OF COMPLETION FOR INSTALLATION OF RUBBERIZED PLAYGROUND SURFACING AT PALMVIEW, AROMA & WALMERADO PARKS – PROJECT NO. 21005**

**Carried 5-0 to:** adopt the take the following actions:

1. Accept project completion for the Palmview, Aroma & Walmerado Parks Rubberized Safety Surfacing (PIP) Installation project (Project No. 21005) as performed by R.E. Schultz Construction, Inc., with a final contract amount of \$439,584.50; and
2. Authorize the recordation of Notice of Completion with the Los Angeles County Recorder and the release of retention funds 35 days thereafter.

## **FINANCE DEPARTMENT**

### **4) CONSIDERATION OF AN ORDINANCE AMENDING PURCHASING PROCEDURES**

**Carried 5-0 to:** introduce for first reading, by title only, further reading waived, the following ordinance:

**ORDINANCE NO. 2501 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE VII (PURCHASES AND SALES) OF CHAPTER 2 (ADMINISTRATION) OF THE WEST COVINA MUNICIPAL CODE**

## **HUMAN RESOURCES/RISK MANAGEMENT**

### **5) CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL, APPROVING THE ICMA RETIREMENT CORPORATION GOVERNMENTAL PURCHASE PLAN & TRUST AND AUTHORIZING THE FINANCE DIRECTOR TO SERVE AS COORDINATOR FOR THE PLAN**

**Carried 5-0 to:** approve and adopt the following resolution:

**RESOLUTION NO. 2022-94 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ICMA RETIREMENT CORPORATION GOVERNMENTAL PURCHASE PLAN & TRUST AND AUTHORIZING THE FINANCE DIRECTOR TO SERVE AS COORDINATOR FOR THE PLAN**

## **POLICE DEPARTMENT**

### **6) CONSIDERATION OF 2022-23 OFFICE OF TRAFFIC SAFETY (OTS) GRANT**

**Carried 5-0 to:** take the following actions:

1. Accept the 2022-23 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) reimbursable grant (#PT23197), and authorize the City Manager, or his designee, to execute all grant related documents, in such form as approved

by the City Attorney; and

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

**RESOLUTION NO. 2022-93 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023 (2022-23 OFFICE OF TRAFFIC SAFETY GRANT)**

**7) CONSIDERATION OF JOB DESCRIPTION AND SALARY GRADE FOR POLICE BACKGROUND INVESTIGATOR**

**Carried 5-0 to:** adopt the take the following actions:

1. Accept and appropriate the reimbursable 2020 State Homeland Security Grant totaling \$67,518 in expenditures and revenues, and authorize the City Manager, to execute all related agreements, in such form as approved by the City Attorney; and
2. Adopt the attached resolution authorizing the necessary budget amendments:

**RESOLUTION NO. 2022-92 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2022 AND ENDING JUNE 30, 2023 (2020 STATE HOMELAND SECURITY PROGRAM GRANT)**

**PUBLIC SERVICES**

**8) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATA BASE**

**Carried 5-0 to:** authorize the City Manager to enter into a Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for collecting and reporting data for the National Transit Database.

**9) CONSIDERATION OF AGREEMENTS WITH UBER TECHNOLOGIES, INC., TO IMPLEMENT AN ON-DEMAND RIDE HAILING PILOT PROGRAM**

**Carried 4-1 (No: Tabatabai) to:** take the following actions:

1. Authorize the City Manager to enter into agreements with Uber Technologies, Inc. (Uber), to implement a pilot on-demand ride hailing program, in substantially the form as attached and in such final form as approved by the City Attorney;
2. Authorize the City Manager to negotiate and execute all other necessary documents, in such form as approved by the City Attorney, to carry out the City Council's direction; and
3. Determine that compliance with bidding requirements and procedures is inefficient and not in the best interest of the City in connection with implementing a pilot on-demand ride hailing program with Uber, in accordance with West Covina Municipal

Code Section 2-335(j).

**END OF CONSENT CALENDAR**

**DEPARTMENTAL REGULAR MATTERS**

**PUBLIC SERVICES**

**10) TRANSIT SERVICE EVALUATION**

***ACTION: Motion by Councilman Wu, Second by Mayor Castellanos 5-0 to:***

implement the following given direction relative to a preferred transit service package:

- 1. Change the distance that Dial-a-ride will travel outside of city limits.*
- 2. Staff is to expand the transit survey to allow engagement from the school districts.*
- 3. Staff is to request that a staff member be present on bus routes to conduct in-person surveys of the student bus goers.*

**MAYOR/COUNCILMEMBERS REPORTS**

None

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

None

**CITY COUNCIL COMMENTS**

Councilman Wu thanked staff and the mayor for the recent State of the City.

**ADJOURNMENT**

A motion to adjourn the Regular Meeting was made by Mayor Castellanos, and the meeting was adjourned at 8:52 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday October 04, 2022 at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

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Lisa Sherrick  
Assistant City Clerk

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Dario Castellanos  
Mayor



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** October 4, 2022

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF ACCEPTANCE OF ENERGY SYSTEM UPGRADES  
INSTALLATION – ENERGY EFFICIENCY PROJECT NO. 21034**

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### RECOMMENDATION:

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

1. Accept the work performed by Alliance Building Solutions, Inc. for the Energy System Upgrades Project.
2. Authorize the execution and recordation of the Notice of Completion and the release of retention funds 35 days thereafter.

### BACKGROUND:

As part of the City's continuous efforts to find efficient and cost saving measures, staff looked at opportunities to reduce energy costs. On October 6, 2020, the City Council, after conducting a public hearing in accordance with the requirements of California Government Code section 4217.10 et seq., authorized the execution of certain agreements for the City's Energy Systems Upgrades Project, including an Installation Agreement with Alliance Building Solutions, Inc. ("Alliance") in the amount of \$3,210,098. Following changes to the solar component of the energy systems upgrades, which is being installed pursuant to a separate Solar PV System Construction Agreement with Motive Energy Storage Systems, Inc., the City and Alliance ultimately entered into the Installation Agreement on May 13, 2021.

The project included installations at several City-owned facilities, with varying improvements specifically chosen to maximize the energy savings potential at each individual facility.

City Facilities:

- Cameron Park & Community Center
- Civic Center (Police Department/ Communication Center/ Parking Garage/ City Hall)
- Fire Station No. 1
- Fire Station No. 2
- Fire Station No. 3
- Fire Station No. 4
- Palm View Center
- Cortez Park Community & Senior Center
- Shadow Oak Recreation Center & Park



Energy efficiency improvements included:

- Lighting Improvements:
  - Interior LED Lighting Upgrades
  - Exterior LED Lighting Upgrades
  - Install Dual Technology Occupancy Sensors
- Mechanical Improvements
  - New High Efficiency HVAC Unit Replacements
  - HVAC Unit Efficiency Retrofit
- Controls
  - Install Smart Programmable Thermostats
  - Install Energy Management Systems (EMS)
- Building Envelope
  - Roof Replacement
- Other
  - Transformer Replacements
  - MPTS Power Quality Installation
  - Install New Modular Restroom

## **DISCUSSION:**

All required improvements were constructed in conformance with the approved plans and specifications. The project was substantially completed on September 15, 2022, within the project schedule with the final construction cost of \$3,110,439.05. During the course of construction, the City approved one (1) change order removing the City Yard as a site, which decreased the contract price by \$231,369.95, and three (3) change orders which collectively increased the contract price by \$131,711. The change orders that increased the contract price were as follows:

- Change Order #1 for \$98,400 to Roofing Drain Replacement of 15 existing roof drains and restoring Carlisle Single Ply PVC Roofing Membranes.
- Change Order #2 for \$6,500 for the removal of two non-functioning generators from the City Hall roof.
- Change Order #3 for \$26,811 to repair concrete roof deck in two areas. Area 1: Corrugated metal decking restoration tear out, remove, and replace with galvanized B-decking panel, fasten to existing I-beams, install wire mesh, and pour new concrete decking. Area 2: Concrete decking restoration framing out holes and sealing with mastic.

The City retains five percent (5%) of each payment to the contractor as retention to ensure payment to subcontractors and material suppliers before final payment to the contractor. The City Council's acceptance of the project during the public meeting and the City's recordation of the Notice of Completion trigger timeframes within which subcontractors or material suppliers must file claims for payment if they have not been paid by the general contractor. If no claims are filed within 35 days of the filing of the Notice of Completion, the City will release retention and any remaining amount due to the contractor.

Staff recommends that the City Council accept the work performed by Alliance for the Energy Systems Upgrades Project.

## **LEGAL REVIEW:**

The City Attorney's Office has reviewed this report.

## **OPTIONS:**

The City Council has the following options:

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

**Prepared by:** Paulina Morales, Assistant City Manager

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### **Fiscal Impact**

**FISCAL IMPACT:**

The total cost savings of \$99,658.95 for Project No. 21034 can be used for Future Capital Projects.

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### **Attachments**

ATTACHMENT NO. 1 - NOTICE OF COMPLETION ENERGY SUSTEM UPGRADES - ALLIANCE BUILDING SYSTEMS

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

**RECORDING REQUESTED BY**

CITY CLERK

**WHEN RECORDED MAIL TO**Name: City Clerk's Office  
City of West Covina

Address: 1444 W. Garvey Avenue

City, State, Zip Code: West Covina, CA 91790

SPACE ABOVE LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION**

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of West Covina
3. The full address of the owner is 1444 West Garvey Avenue South, West Covina, CA 91790
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

None

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

None

7. A work of improvement on the property hereinafter described was substantially completed on September 15, 2022, the work done consisted of:

Energy System Upgrade Installation – Energy Efficiency Project No. 21034

8. The names of the contractor, if any, for such work of improvement was: Alliance Building Solutions, Inc.  
October 6, 2020

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

9. The property on which said work of improvement was completed is in the City of: West Covina  
County of Los Angeles, State of CA, and is described as follows Civic Center (Police Department/ Communication Center/ Parking Garage/ City Hall), Fire Station No. 1, Fire Station No. 2, Fire Station No. 3, Fire Station No. 4, Palm View Center, Cortez Park Community & Senior Center, Shadow Oak Recreation Center & Park

10. The street address of said property is: 1444 W Garvey Ave South, 819 Sunset Ave, 2441 E Cortez St, 1433 W Puente Ave, 1815 S Azusa Ave, 1340 E Puente Ave, 2501 E Cortz St, 2121 E Shadow Oak Dr, West Covina, CA

(If no street address has been officially assigned, insert "none".)

Dated \_\_\_\_\_

David, Carmany, City Manager

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

**VERIFICATION**

I, the undersigned, say: I am the Assistant City Clerk of the City of West Covina, the declarant of the foregoing Notice of Completion:

I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ at West Covina, CA

(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

## DO NOT RECORD

### REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

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This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.

**RECORDING REQUESTED BY:**

CITY CLERK

**WHEN RECORDED MAIL TO:**

Name: City Clerk's Office  
City of West Covina

Address: 1444 W. Garvey Avenue

City: West Covina  
State & Zip Code: California, 91790

---

SPACE ABOVE LINE FOR RECORDER'S USE

**[NOTICE OF COMPLETION]**

October 4, 2022

**LOS ANGELES COUNTY**  
**Registrar-Recorder/County Clerk**  
Document Analysis and Recording Section  
P.O. Box 1250  
Norwalk, CA 90651-1250

Dear Sir/Madame:

The City of West Covina is requesting that the enclosed documents be recorded. Once complete, please return to:

**CITY OF WEST COVINA**  
**OFFICE OF THE CITY CLERK**  
1444 West Garvey Avenue South  
West Covina, CA 91790

Your assistance is greatly appreciated. You may direct any questions to the City Clerk's Office at 626-939-8433.

Thanks in advance,

Sarah Garcia  
Administrative Assistant III



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** October 4, 2022

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT:** **CONSIDERATION OF FINAL PARCEL MAP NO. 72097**  
**LOCATION: 3501 EAST CAMERON AVENUE**

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### RECOMMENDATION:

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

**RESOLUTION NO. 2022-97 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 72097 LOCATED AT 3501 EAST CAMERON AVENUE**

### DISCUSSION:

On June 20, 2017, by Resolution 2017-43, the City Council approved Tentative Parcel Map No. 72097. The parcel map subdivides a 1.02-acre property into two residential single-family lots.

The owner has satisfied the conditions of approval for the parcel. The map was reviewed by the City's Engineering Division and determined to be in compliance with State law and technically correct. In accordance with Section 66458 of the California Government Code, the final map must now be approved or disapproved at the first City Council meeting at which it is received, or at the next regular meeting. If no action is taken by the next regular meeting of the City Council, the map shall be deemed approved.

The recordation of the final map is dependent on the developer's actions. The developer needs to arrange with Los Angeles County to pay for all present property taxes and bond for future property tax encumbrance.

### LEGAL REVIEW:

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

### OPTIONS:

The City Council has the following options:

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

**Prepared by:** Michael Ackerman, PE, City Engineer

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### **Fiscal Impact**

**FISCAL IMPACT:**

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

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### **Attachments**

Attachment No. 1 - Resolution No. 2022-97

Attachment No. 2 - Tract Map 72097

Attachment No. 3 - Resolution No. 17-43

**CITY COUNCIL GOALS & OBJECTIVES:** Expand Economic Development Opportunities



**RESOLUTION NO. 2022-97**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WEST COVINA, CALIFORNIA, APPROVING FINAL  
PARCEL MAP NO. 72097 LOCATED AT 3501 EAST  
CAMERON AVENUE**

**THE CITY COUNCIL OF THE CITY OF WEST COVINA HEREBY FINDS,  
DETERMINES, AND DECLARES AS FOLLOWS:**

**WHEREAS**, on February 28, 2017, the Planning Commission approved Tentative Parcel Map No. 72097; and

**WHEREAS**, on June 20, 2017, on an appeal of the Planning Commission's action, the City Council upheld the Planning Commission's decision and approved Tentative Parcel Map No. 72097; and

**WHEREAS**, the owner and subdivider has submitted to the City Council a final subdivision map of Parcel Map No. 72097, which has been approved by the City Engineer.

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

**SECTION 1.** That the final subdivision map of Parcel Map No. 72097 has been submitted to the City Council and the same is hereby approved.

**SECTION 2.** That the proper officers of the City of West Covina are hereby authorized and instructed to execute said final map on behalf of the City.

**SECTION 3.** That Parcel Map No. 72097 will not unreasonably interfere with the free and complete exercise of public utilities.

**SECTION 4.** That the City Clerk shall certify to the adoption of this resolution.

**SECTION 5.** That the City Clerk shall transmit a certified copy of this resolution to utility companies.

**APPROVED AND ADOPTED** this 4th day of October 2022.

---

Dario Castellanos  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

---

Thomas P. Duarte  
City Attorney

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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. 2022-97 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 4th day of October, 2022, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Lisa Sherrick  
Assistant City Clerk

2 PARCELS  
46,918 SQ. FT.

# PARCEL MAP NO. 72097

SHEET 1 OF 2 SHEETS

PARTLY IN THE CITY OF WEST COVINA AND PARTLY  
IN COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF A PORTION OF LOT 13, TRACT  
NO. 3546, AS PER MAP RECORDED IN BOOK 40, PAGES  
82 AND 83, OF MAPS, IN THE OFFICE OF THE COUNTY  
RECORDER OF SAID COUNTY.

FOR SUBDIVISION PURPOSES

## SUBDIVIDER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE SUBDIVIDERS OF THE LANDS INCLUDED WITHIN THE  
SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT  
TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

*Peter Young*  
PETER YOUNG (SUBDIVIDER)

*Ida Young*  
IDA YOUNG (SUBDIVIDER)

## RECORD OWNER

RECORD OWNER IS: PETER YOUNG AND IDA YOUNG, TRUSTEES OF THE PETER YOUNG AND IDA  
YOUNG LIVING TRUST DATED MAY 8, 2000.

## BENEFICIARY

WELLS FARGO BANK, N.A. UNDER THE DEED OF TRUST RECORDED MAP 15, 2011 AS INSTRUMENT NO.  
20110334190, DTC.

## NOTARY ACKNOWLEDGEMENT:

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 LOS ANGELES )  
ON July 15, 2012 BEFORE ME, David B. Ragland, a Notary Public, who personally  
appeared Peter Young, Ida Young, whose names are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacities, and that by  
his/her/their signature on the instrument the person or the entity upon  
behalf of which the person 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

SIGNATURE *David B. Ragland*

MY PRINCIPAL PLACE OF BUSINESS IS IN LOS ANGELES COUNTY.

MY COMMISSION EXPIRES 4-18-26 MY COMMISSION NO. 2401204



## SIGNATURE OMISSION NOTES:

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 66436 (a)(3A)-(vii) OF THE SUBDIVISION  
MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED, AS THEIR INTEREST IS SUCH THAT  
IT CAN NOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE(S) ARE NOT REQUIRED BY THE  
LOCAL AGENCY.

VALENCIA HEIGHTS WATER COMPANY, HOLDER OF AN EASEMENT FOR WATER PIPE LINES AND  
RIGHTS INCIDENTIAL PURPOSES, BY DEED RECORDED IN BOOK 5812 PAGE 21, OF DEEDS,  
RECORDS OF THE COUNTY OF LOS ANGELES.  
SAID EASEMENT IS INDETERMINATE IN NATURE.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES  
PURPOSES, BY DEED RECORDED APRIL 21, 1980, AS INSTRUMENT NO. 80-398708, OF OFFICIAL  
RECORDS, RECORDS OF THE COUNTY OF LOS ANGELES.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 66436 (a)(3C) OF THE SUBDIVISION MAP  
ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED, AS THEIR INTEREST IS SUCH THAT  
IT CAN NOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE(S) ARE NOT REQUIRED BY THE LOCAL  
AGENCY.

JOHN ROWLAND SR. AND WILLIAM WORKMAN, HOLDERS OF AN INTEREST IN, OR RIGHTS TO  
MINERALS, WHICH MAY INCLUDE BUT WHICH MAY NOT BE LIMITED TO OIL, GAS, OR OTHER  
HYDROCARBON SUBSTANCES BY DEED RECORDED IN BOOK 10, PAGE 39 PF DEEDS, RECORDS  
OF LOS ANGELES COUNTY.

## SOILS REPORT NOTE:

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A SOILS REPORT COVERING  
THE AREA WITHIN THE SUBDIVISION WAS PREPARED BY CALLAND ENGINEERING, INC. UNDER  
PROJECT NUMBER 17-165-002aCE, DATED MAY 1, 2020. A COPY OF SOILS REPORT IS ON  
FILE WITH THE CITY OF WEST COVINA, DEPARTMENT OF PUBLIC WORKS.

## SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN  
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE  
REQUEST OF PETER YOUNG ON DECEMBER 22, 2017. I HEREBY STATE THAT THIS PARCEL MAP  
SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS  
OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE; THAT SAID MONUMENTS ARE  
SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

*Jack C. Lee*  
JACK C. LEE  
L.S. NO. 8407

July 15, 2012  
DATE

## CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE  
TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE  
SUBDIVISION ORDINANCES OF THE CITY OF WEST COVINA APPLICABLE AT THE TIME OF APPROVAL  
OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS MAP  
IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

7-29-22  
DATE

*David B. Ragland*  
DAVID B. RAGLAND, PLS 5173  
ON BEHALF OF THE CITY ENGINEER  
CITY OF WEST COVINA



## CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF WEST COVINA AT A MEETING HELD  
ON \_\_\_\_\_ APPROVED THIS MAP PER RESOLUTION NO. \_\_\_\_\_

DATE \_\_\_\_\_

CITY CLERK - CITY OF WEST COVINA

## SPECIAL ASSESSMENT STATEMENT:

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY  
OF WEST COVINA TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART  
THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE \_\_\_\_\_

CITY TREASURER - CITY OF WEST COVINA

## BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N33°36'05"W OF THE CENTERLINE  
OF CAMERON AVENUE AS SHOWN ON MAP OF TRACT NO. 33369, FILED IN BOOK 930, PAGES  
98, 99 AND 100 OF MAPS, RECORDS OF THE COUNTY OF LOS ANGELES.

## LOS ANGELES COUNTY CERTIFICATIONS AND SEALS

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN  
MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF  
THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY \_\_\_\_\_ DATE \_\_\_\_\_  
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ \_\_\_\_\_ HAS  
BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF  
LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS  
COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 72097 AS  
REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY \_\_\_\_\_ DATE \_\_\_\_\_  
DEPUTY

SCALE: 1" = 50'

SHEET 2 OF 2 SHEETS

## PARCEL MAP NO. 72097

PARTLY IN THE CITY OF WEST COVINA AND PARTLY  
IN COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
FOR SUBDIVISION PURPOSES

## LEGEND

INDICATES THE BOUNDARY OF THE LAND  
BEING SUBDIVIDED BY THIS MAP.

## MONUMENT NOTES:

- M1 FD LA CO RD MONUMENT IN HAND HOLE  
PER LA CO. RDTB 1332-378-380  
M2 FD LA CO RD MONUMENT IN HAND HOLE  
PER LA CO. RDTB 1332-408-418  
M3 FD LA CO RD MONUMENT IN HAND HOLE  
PER PM NO. 13598, PMB 146-46  
M4 FD L&T, TAGGED LS 3548, NO REFERENCE  
M5 FD 2" IP, TAG (ILLEGIBLE, DN 8"), ACCEPTED AS  
THE POSITION OF 2" IP, TAGGED LS 3548 PER  
TRACT NO. 33369, MB 930-98-100  
M6 FD NOTHING, ESTABLISHED BY INTERSECTION  
PER TRACT NO. 33369, MB 930-98-100

SWLY LINE OF LOT 12, TRACT NO. 3546,  
MB 40-82-83, ESTABLISHED BY HOLDING  
RECORD ANGLE AND DISTANCE PER  
TRACT NO. 33369, MB 930-98-100

SWLY LINE OF LOT 12, TRACT NO.  
3546, MB 40-82-83, ESTABLISHED  
BY HOLDING RECORD ANGLE AND  
DISTANCE PER TRACT NO. 33369,  
MB 930-98-100

NOT A PART OF  
THIS SUBDIVISION

SWLY CORNER OF LOT 12, TRACT  
NO. 3546, MB 40-82-83, FD  
MONUMENT (2" IP, TAGGED LS 3548)  
RECORD DISTANCE OF 172.25' FROM  
(1) PER TRACT NO. 33369, MB  
930-98-100

LINE DATA	BEARING	LENGTH	RECORD LENGTH
L1	N11°05'34"W	21.54'	M & R3
L2	N76°18'03"E	16.51'	M & R3
L3	N25°26'02"E	75.45'	74.94' R3
L4	N30°02'15"W	22.80'	---
L5	N11°05'34"W	24.18'	---
L6	N25°26'02"E	39.14'	---
L7	N76°18'03"E	16.51'	---
L8	N25°26'02"E	75.70'	---

CURVE DATA						
C#	NO	RADIUS	DELTA	LENGTH	TANGENT	RECORD LENGTH
	C1	1000.00'	62°32'36"	1097.40'	611.32'	(1097.30' R2)
	C2	1000.00'	12°01'52"	209.85'	105.38'	(209.86' R2)
	C3	1000.00'	06°59'37"	122.06'	61.11'	-----
	C4	1000.00'	12°24'48"	216.86'	108.75'	-----
	C5	1000.00'	31°26'18"	548.70'	281.45'	-----
	C6	150.11'	67°42'09"	164.27'	91.39'	M, R1 & R2
	C7	110.00'	23°05'30"	44.33'	22.47'	-----
	C8	110.00'	06°30'16"	12.49'	6.25'	-----
	C9	110.00'	19°39'14"	31.84'	16.03'	-----

## BOUNDARY NOTES:

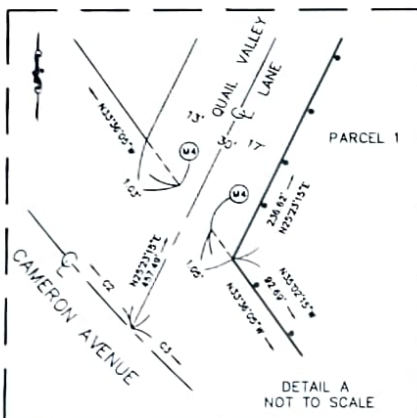
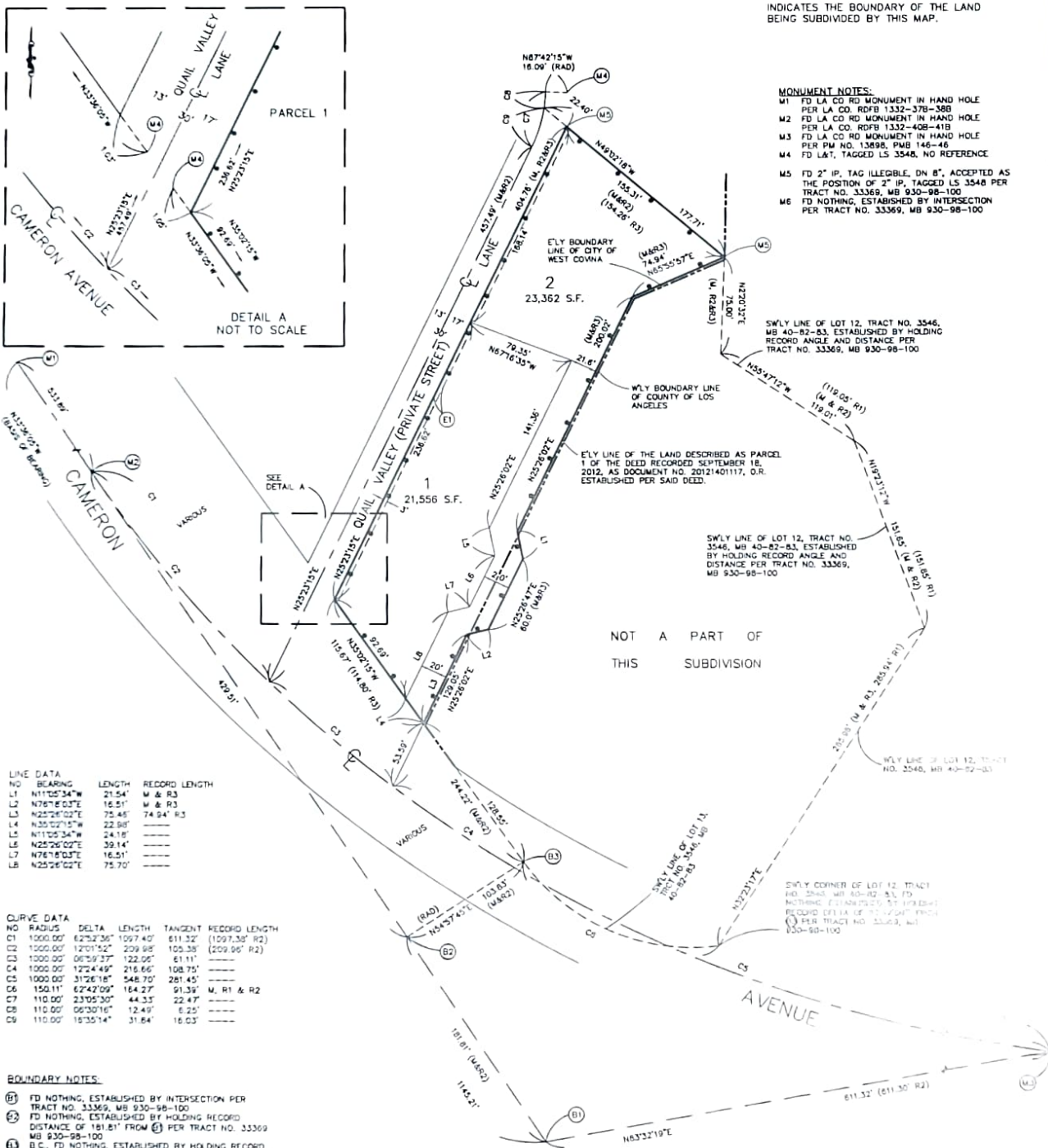
- (B1) FD NOTHING, ESTABLISHED BY INTERSECTION PER  
TRACT NO. 33369, MB 930-98-100  
(B2) FD NOTHING, ESTABLISHED BY HOLDING RECORD  
DISTANCE OF 181.81' FROM (B1) PER TRACT NO. 33369,  
MB 930-98-100  
(B3) B.C., FD NOTHING, ESTABLISHED BY HOLDING RECORD  
ANGLE OF 88°33'50" AND RECORD DISTANCE OF 83.83'  
FROM (B2) PER TRACT NO. 33369, MB 930-98-100

## RECORD DATA:

- R1: INDICATED RECORD DISTANCE PER TRACT NO.  
3546, MB 40-82-83  
R2: INDICATED RECORD DISTANCE PER TRACT NO.  
33369, MB 930-98-100  
R3: INDICATED RECORD DISTANCE PER DEED  
RECORDED SEPTEMBER 18, 2012, AS DOCUMENT  
NO. 20121401117, O.R.  
M: MEASURED DISTANCE  
&: AND

## EASEMENT NOTES:

- (E1) 3' WIDE EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY FOR  
PUBLIC UTILITIES PURPOSES BY DEED RECORDED APRIL 21, 1980, AS  
INSTRUMENT NO. 80-398708, OF OFFICIAL RECORDS, RECORDS OF THE  
COUNTY OF LOS ANGELES.

DETAIL A  
NOT TO SCALE

**RESOLUTION NO. 2017-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST  
COVINA, CALIFORNIA, UPHOLDING THE DECISION OF THE  
PLANNING COMMISSION AND APPROVING TENTATIVE PARCEL  
MAP NO. 72097 ON APPEAL OF PLANNING COMMISSION ACTION**

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**TENTATIVE PARCEL MAP NO. 72097**

**MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT**

**APPLICANT:** Peter Young

**LOCATION:** 3501 E. Cameron Avenue (APN 8277-047-005)

---

WHEREAS, there was filed with this City a verified application on the forms prescribed in Chapter 26, Article VI of the West Covina Municipal Code, requesting approval of a tentative parcel map to subdivide a 1.02 acre site into two single-family lots on that certain property described as:

Assessor's Parcel Number 8277-047-005 in the records of the Los Angeles County Assessor; and

WHEREAS, concurrent with this application a variance has been requested to allow the creation of parcels that vary from the requirements of the Municipal Code with relation to lot width; and

WHEREAS, the Planning Commission did on the 28<sup>th</sup> day of February, 2017, conduct a duly advertised public hearing to consider the subject application, at which time the Planning Commission adopted Resolution Nos. 17-5847, 17-5848 and 17-5849 approving the tentative parcel map, mitigated negative declaration and variance; and

WHEREAS, on March 9, 2017 an appeal of the Planning Commission action was filed by P.K. Schrieffer LLP; and

WHEREAS, the City Council, upon giving the required notice, did on the 20<sup>th</sup> day of June, 2017 conduct a duly advertised public hearing as prescribed by law, and considered evidence presented by the Planning Commission, Planning Department, State of California Department of Fish and Wildlife, and other interested parties.

WHEREAS, studies and investigations made by this City Council and in its behalf reveal the following facts:

1. The applicant is requesting the approval of a tentative parcel map to subdivide a 1.02 Acre property into two lots as follows: Parcel 1 (21,334.12 sq. ft.), and Parcel 2 (23,170.01 sq. ft.). The property is located in Area District IV.
2. Appropriate findings for approval of a tentative parcel map are as follows:
  - a. That the proposed map is consistent with applicable general and specific plans.
  - b. That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.
  - c. That the site is physically suitable for the type of development.
  - d. That the site is physically suitable for the proposed density of development.
  - e. That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife or their habitat.
  - f. That the design of the subdivision or the type of improvements are not likely to cause serious public health problems.
  - g. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public for access through or use of property within the proposed subdivision.
3. Pursuant to the requirements of the California Environmental Quality Act (CEQA) of 1970, a MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT has been prepared indicating that although the project could have a significant effect on the environment, there will not be a significant effect due to mitigating measures.

**NOW, THEREFORE,** the City Council of the City of West Covina does resolve as follows:

1. On the basis of the evidence presented, both oral and documentary, for Tentative Parcel Map No. 72097, the City Council makes the following findings:
  - a. The proposed map is consistent with the "Neighborhood Low" land use designation of the West Covina General Plan in that the proposed residential project results in the development of residences at a density of 5.36 dwelling units

per acre (overall). The "Neighborhood Low" designation allows densities of up to 8.0 dwelling units per acre.

- b. The proposed design results in two lots, each of which meets the requirements of the Municipal Code for "Single-Family Residential" (R-1), Area District IV Zone with the exception of lot width and side yard setbacks. Future improvements of the lots will be subject to the regulations of the West Covina Municipal Code.
  - c. The site consists of a 1.02-acre lot surrounded by residential homes on all sides. Adequate provisions have been incorporated into the design to accommodate the required development standards for single-family houses. The site has access from Cameron Avenue.
  - d. The proposed subdivision design results in two rectangular shaped lots, each of which contains at least 20 feet of street frontage with adequate automobile access. The rear lot is a flag lot that includes access to Cameron Avenue by a 20 foot wide extension. There are no known topographical or biological constraints to development. Thus there are no physical constraints to development of the site, which can readily support residential development at the proposed density level.
  - e. The site consists of a 1.02-acre parcel that is currently developed with a single family residence and includes several trees. There are no known endangered, threatened or rare species or habitats, or designated natural communities, wetlands habitat, or wildlife dispersal or migration corridors present on site.
  - f. The proposed map and improvements will have access to a public sanitary sewer system for the removal and disposal of wastewater, and to other necessary utility services. The site will be developed in accordance with the standards of the Public Works Department, the Municipal Code, the Uniform Building Code and other applicable requirements.
  - g. There are no known easements on the property that would be affected by implementation of the proposed project. Access to the site will be provided via Cameron Avenue.
2. That pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, the City Council approves the tentative parcel map subject to the provisions of the West Covina Municipal Code, provided that the physical development of the herein described property shall conform to said plan and the conditions set forth herein which, except as otherwise expressly indicated, shall be fully performed and completed or shall be secured by bank or cash deposit satisfactory to the Planning Director, before the use or occupancy of the property is commenced and before the Certificate of Occupancy is issued, and the violation of any of which shall be grounds for revocation of said tentative map by the Planning Commission or City Council.

3. That the tentative parcel map shall not be effective for any purpose until the owner of the property involved (or a duly authorized representative) has filed at the office of the Planning Director, his affidavit stating he is aware of, and accepts, all conditions of this parcel map as set forth below. Additionally, no permits shall be issued until the owner of the property involved (or a duly authorized representative) pays all costs associated with the processing of this application pursuant to City Council Resolution No. 8690.
4. The costs and expenses of any enforcement activities, including, but not limited to attorneys' fees, caused by the applicant's violation of any condition imposed by this approval or any provision of the West Covina Municipal Code shall be paid by the applicant.
5. That pursuant to all of the evidence presented, both oral and documentary, and further based on the findings above, Tentative Parcel Map No. 72097 is approved subject to the following conditions:
  - a. Comply with tentative parcel map reviewed by the City Council on June 20, 2017.
  - b. Comply with the development standards of "Single-Family Residential" (R-1) Zone, Area District IV and all applicable provisions of the West Covina Municipal Code.
  - c. Submit fence and wall plan constructed of decorative block or wood for review and approval prior to the issuance of building permits.
  - d. A fence or wall shall be constructed along the westerly property line adjacent to the Quail Valley Lane (a private street) to the satisfaction of the Planning Director.
  - e. The houses on the properties shall be constructed as approved by the City Council unless alternative plans are submitted and processed as required by the West Covina Municipal Code.
  - f. The proposed detached garage for Parcel 1 shall be constructed prior to recordation of the parcel map.
  - g. That any proposed change to the approved tentative parcel map shall be reviewed by the Planning, Public Works, Fire and Police Departments, and the written authorization of the Planning Director shall be obtained prior to implementation.
  - h. All new utilities shall be placed underground prior to issuance of Certificate of Occupancy. All relocated on-site utility service lines shall be underground when the cost or square footage of an addition or alteration exceeds 50% of the existing value or area. (WCMC 23-273).



- i. Recordation of Final Parcel Map with the Los Angeles County Recorder shall be required prior to issuance of building permits.
- a) The residential new development shall comply with the Development Impact Fees (Ordinance No. 2286 and Resolution No. 2015-81). Development Impact Fees for residential development shall be paid for additional units in compliance with the Municipal Code and adopted fees, estimated at \$1,697 per unit.
- j. The existing ancillary sheds as well as canopy, pool, and concrete slab shall be demolished prior to the recordation of the subdivision map.
- k. The new house shall be limited to one-story.
- l. No trees shall be removed until the approval of the grading plan.
- m. All trees shall be shown on the grading plan. The plan shall clearly indicate what trees are to be preserved (Oak trees) and what trees are to be removed.
- n. The Oak trees shall be preserved. Any proposal to remove the Oak trees will require the approval of a tree removal permit.
- o. Prior to the issuance of building permits, a detailed landscape and irrigation plan in compliance with AB 1881 and Executive Order B-29-15 shall be submitted to and approved by the Planning Department for all planted areas to be affected by project. Said plan shall include type, size, and quantity of landscaping materials to include a combination of trees, shrubs, and groundcover, as well as a fully automatic comprehensive watering system. Landscaped areas are to be kept free of litter and diseased or dead plants. Diseased, dead, damaged and/or disfigured plants shall be replaced as deemed necessary by the Planning Department. All vegetation areas shall be automatically irrigated and a detailed watering program and water budget shall be provided. All damaged vegetation shall be replaced and the site shall be kept free of diseased or dead plant materials and litter at all times. All installation of landscaping and irrigation shall be completed prior to issuance of a certificate of occupancy.
- p. The proposed subdivision shall conform to West Covina Municipal Code Chapter 20 - Subdivisions.
- q. The applicant shall indemnify, hold harmless and defend the City of West Covina (City), its agents, officers, and employees from any claim, action, proceeding or damages against the City, its agents, officers, or employees to attack, set aside, void, or annul the approval by the City of this Parcel Map. Further, the applicant shall indemnify, hold harmless and defend the City of West Covina (City), its

agents, officers, and employees from any claim, action, proceeding or damages against the City, its agents, officers, or employees arising out of the action, inaction or negligence of the applicant, its employees, officers, agents, contractors, subcontractors, successors or assigns in planning, engineering, constructing or in any manner carrying out the Parcel Map or any improvements required for the Parcel Map. The indemnity shall be contained in a written document approved by the City Attorney.

- r. The applicant shall sign an affidavit accepting all conditions of this approval.
- s. The applicant shall meet any and all monitoring or reporting requirements necessary to ensure compliance with the mitigation measures contained in the Mitigated Negative Declaration of Environmental Impact as those may be determined by the City, including, but not limited to, entering into an agreement to perform and/or for monitoring and reporting during project construction and implementation. The applicant further agrees it will cease construction of the project immediately upon written notice of a violation of such requirement and that such a provision may be part of any agreement of City and applicant.
- t. Comply with the mitigation measures as outlined in the Initial Study/Environmental Assessment dated January 2017.
- u. Engineering Division
  - 1. Comply with all conditions contained in Planning Commission Resolution No. 567, which outlined the requirements of grading, street improvement, exterior lighting, water supply, all bonds, trees, landscaping, drainage, and building related improvements, etc.
  - 2. Sanitary sewers shall be provided to each "lot" in compliance with Municipal Code Chapter 23, Article 2, and to the satisfaction of the City Engineer.
  - 3. The required street improvements shall include that portion of Cameron Avenue contiguous to subject property.
  - 4. All existing concrete driveway approaches shall be removed (if required) and reconstructed to meet current ADA requirements.
  - 5. All damaged concrete curbs, gutters, sidewalk, etc., shall be removed and reconstructed per City standard.
  - 6. Eight-foot wide sidewalks shall be maintained along Cameron Avenue adjacent to curb and install street trees behind sidewalk with irrigation.

7. Adequate provision shall be made for acceptance and disposal of surface drainage entering the property from adjacent areas.
8. Water service facilities shall be constructed to at least meet the requirements for fire flow established by the City's Fire Department and the requirements of the subsequent water purveyor/owner of the facilities.
9. Prior to issuance of Building Permit, all of the following requirements shall be satisfied:
  - a) A final grading and drainage plan showing existing and proposed elevations and drainage structures (and showing existing and proposed on-site and off-site improvements) shall be submitted to and approved by the Planning Department and Engineering Division.
  - b) An itemized cost estimate for all on-site and off-site improvements to be constructed (except buildings) shall be submitted to the Engineering Division for approval. Based upon the approved cost estimates, required fees shall be paid and improvement securities for all on-site and off-site improvements (except buildings) and 100% labor/material securities for all off-site improvements, shall be posted prior to final approval of the plans.
  - c) A soil erosion and sediment control plan shall be submitted to and approved by the Planning Department and Engineering Division.
10. The proposed subdivision shall conform to West Covina Municipal Code Chapter 20 - Subdivisions.
11. Submit proposed subdivision to Los Angeles County for map analysis and approval.
12. Comply with all regulations of the Los Angeles Regional Water Quality Control Board and Article II of Chapter 9 of the West Covina Municipal Code concerning Stormwater/Urban Run-off Pollution control.
13. A park dedication in-lieu fee shall be paid to the City of West Covina prior to approval of final subdivision map. The estimated park fee is \$10,950 (438 x 1 lot x \$25 per square-foot of a developed lot).
14. Easement in favor of both parcels for the portion of the shared driveway shall be included on the parcel map.

15. Submittal of grading plans shall include a dump truck route for the proposed 13.95 cubic yards of soil cut and the proposed 668.59 cubic yards of soil fill.


v. Building Division

1. Existing lot must construct new covered parking per Zoning Code prior to approval of parcel map.
2. Existing roof eaves shall be modified to meet current Building Code.

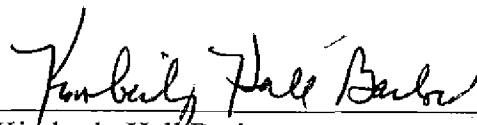
w. Fire Department

1. Please be advised that additional Fire Department requirements may be applicable to this project. Please contact Fire Administration at (626) 939-8824.

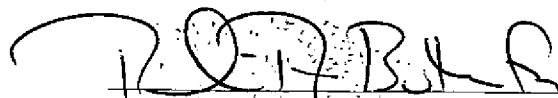
**PASSED, APPROVED, AND ADOPTED** this 20<sup>th</sup> day of June, 2017.

  
Corey Warshaw  
Mayor

**APPROVED AS TO FORM:**

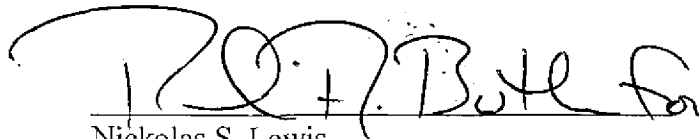
  
Kimberly Hall Barlow  
City Attorney

**ATTEST:**

  
Nickolas S. Lewis  
City Clerk

I, HEREBY CERTIFY that the foregoing resolution was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof on the 20<sup>th</sup> day of June, 2017 by the following vote of the City Council:

AYES: Johnson, Spence, Toma, Warshaw  
NOES: None  
ABSENT: None  
ABSTAIN: Wu



Nickolas S. Lewis  
City Clerk



## AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

**DATE:** October 4, 2022

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF ORDINANCE NO. 2501 - AMENDING PURCHASING PROCEDURES**

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### RECOMMENDATION:

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

**ORDINANCE NO. 2501 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE VII (PURCHASES AND SALES) OF CHAPTER 2 (ADMINISTRATION) OF THE WEST COVINA MUNICIPAL CODE**

### BACKGROUND:

In June 2022, the City Council adopted Ordinance No. 2498, repealing and replacing Divisions 1 (Generally) and 2 (Administration) of Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code (WCMC) in their entirety and amending Division 3 (Contracting for Public Projects) of Article VII of Chapter 2 of the WCMC. During this process, prior modifications to Article VII, which incorporated SB 1383 procurement requirements (adopted through Urgency Ordinance No. 2494), were inadvertently omitted. Additionally, there is a need to clarify the requirements for change orders for public projects for consistency with the California Uniform Public Construction Cost Accounting Act.

On September 20, 2022, the West Covina City Council, by a 5-0 vote, introduced for first reading Ordinance No. 2501, which will amend the purchasing ordinance.

### DISCUSSION:

The proposed ordinance includes the following modifications in Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code:

- To re-incorporate SB 1383 procurement requirements, the following section is proposed to be added as Section 2-321:

Pursuant to SB 1383 Regulations, city departments, and suppliers and service providers to the city, as applicable, shall comply with the city's environmentally preferable purchasing policy, recovered organic waste product procurement policy and recycled-content paper procurement policy. As used herein, "SB 1383 Regulations" shall have the meaning set forth in article IV (Mandatory Organic Waste Disposal Reduction) of chapter 12 of this code.

- To clarify procedures for public projects:

Sec. 2-354 - Informal bidding procedures.

Pursuant to subsection (f) of Section 2-354 of the WCMC as currently written, the City Manager has the discretion to reject any and all bids received for informally bid public projects (projects under \$200,000). However, based upon further review of Public Contract Code requirements, staff believes rejection of bids must comply with the requirements set forth in Public Contract Code section 22038. Therefore, staff is proposing to revise subsection (f) of Section 2-354 to read as follows, consistent with the procedure for rejecting bids for formally bid projects (projects over \$200,000) (WCMC Section 2-355(d)):

(f) Rejection of bids; bid irregularities. The city manager may, in his/her sole discretion, waive any minor irregularity or informality in any bid. The city council, in its discretion, may reject any and all bids presented in accordance with the requirements of Public Contract Code section 22038. If after the first invitation of bids all bids are rejected, after reevaluating its cost estimates of the project, the city shall have the option of either of the following:

1. Abandoning the project or readvertising for bids in the manner described by this division.
2. By passage of a resolution by a four-fifths (4/5) vote of the city council declaring that the project can be performed more economically by the employees of the city, the city may have the project done by force account without further complying with this division.

Sec. 2-358. - Change orders on contracts for public projects:

Pursuant to subsections (b) and (c) of Section 2-358 of the WCMC as currently written, any change order or contract amendment for any contract awarded pursuant to Division 3 which results in a total contract price in excess of \$60,000 or \$200,000, depending on how the contract was awarded, must be approved by the City Council. However, pursuant to requirements of the California Uniform Public Construction Cost Accounting Act (the "Act"), if the cost of a project that was awarded pursuant to Public Contract Code section 22032(a) will exceed the amount set forth in Public Contract Code section 22032(a) (\$60,000), the work will be subject to competitive bidding requirements. Similarly, if the cost of a project that was awarded pursuant to Public Contract Code section 22032(b) will exceed the amount set forth in Public Contract Code section 22032(b) (\$200,000), the work will be subject to competitive bidding requirements.

Therefore, staff is proposing to amend subsection (c) of Section 2-358 to read as follows:

(c)

1. Any change order or contract amendment for any contract or purchase order awarded pursuant to section 2-353 of this division which would result in a total contract price in excess of the amount specified in set forth in Public Contract Code section 22032(a) shall be subject to competitive bidding requirements.
2. Any change order or contract amendment for any contract awarded pursuant to section 2-354 of this division which would result in a total contract price in excess of the amount specified in set forth in Public Contract Code section 22032(b) shall be subject to competitive bidding requirements.
3. Any change order or contract amendment for any contract awarded pursuant to section 2-355 of this division which results in a total contract price in excess of the amount specified in subsection (b)(3) of this section must be approved by the city council.

Additionally, Section 22033 of the Public Contract Code provides that it is unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of the Act requiring work to be done by contract after competitive bidding. This includes rejection of all bids, claiming work can be done less expensively by in-house.

Therefore, although the City is subject to the prohibition set forth in Section 22033, staff proposes

to add an express prohibition within the WCMC by adding a new Section 2-359 to read as follows:

In accordance with Public Contract Code section 22033, work or projects shall not be split or separated into smaller work orders or projects for the purpose of evading competitive bidding requirements.

Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 2501. The Ordinance will take effect on the 31st day following adoption, which is on or about November 4, 2022.

**LEGAL REVIEW:**

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

**Prepared by:** Stephanie Sikkema, Finance Director

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**Fiscal Impact**

**FISCAL IMPACT:**

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

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**Attachments**

Attachment No. 1 - Ordinance No. 2501

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



# ATTACHMENT NO. 1

## ORDINANCE NO. 2501

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE VII (PURCHASES AND SALES) OF CHAPTER 2 (ADMINISTRATION) OF THE WEST COVINA MUNICIPAL CODE**

**WHEREAS**, pursuant to California Government Code sections 54201 through 54203, local agencies are required to adopt, by ordinance, policies and procedures, including bidding regulations, governing the purchases of supplies and equipment by the local agency; and

**WHEREAS**, the City of West Covina ("City") has adopted such policies and procedures by ordinance. Said policies and procedures are codified in Division 2 (Purchasing System) of Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code; and

**WHEREAS**, on May 4, 2021, the City Council adopted Ordinance No. 2477, which added Division 3 (Contracting for Public Projects) to Article VII of Chapter 2 of the West Covina Municipal Code to establish procedures and requirements for contracting for public projects in accordance with the California Uniform Public Construction Cost Accounting Act and State law; and

**WHEREAS**, on March 15, 2022, the City Council adopted Urgency Ordinance No. 2494 to implement the requirements of Senate Bill 1383, the Short-Lived Climate Pollutant Reduction Act of 2016; and

**WHEREAS**, on June 21, 2022, the City Council adopted Ordinance No. 2498, which amended Divisions 1, 2 and 3 of Article VII of Chapter 2 of the West Covina Municipal Code; and

**WHEREAS**, the City Council desires to amend Division 1 of Article VII of Chapter 2 of the West Covina Municipal Code to re-incorporate SB 1383 procurement requirements previously adopted through Urgency Ordinance No. 2494; and

**WHEREAS**, the City Council desires to make certain clarifying changes to Division 3 of Article VII of Chapter 2 of the West Covina Municipal Code for compliance with State law; and

**WHEREAS**, all legal prerequisites prior to the adoption of this Ordinance have occurred.

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

**SECTION 1.** Amendment to Division 1 of Article VII of Chapter 2. Division 1 (Generally) of Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code is hereby amended to add a new Section 2-321 to read as follows:

Sec. 2-321. – SB 1383 procurement requirements.

Pursuant to SB 1383 Regulations, city departments, and suppliers and service providers to the city, as applicable, shall comply with the city's environmentally preferable purchasing policy, recovered organic waste product procurement policy and recycled-content paper procurement policy. As used herein, "SB 1383 Regulations" shall have the meaning set forth in article IV (Mandatory Organic Waste Disposal Reduction) of chapter 12 of this code.

**SECTION 2.** Amendment to Division 3 of Article VII of Chapter 2. Subsection (f) of Section 2-354 (Informal Bidding Procedures) of Division 3 (Contracting for Public Projects) of Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code is hereby amended to read as follows:

(f) Rejection of bids; bid irregularities. The city manager may, in his/her sole discretion, waive any minor irregularity or informality in any bid. The city council, in its discretion, may reject any and all bids presented in accordance with the requirements of Public Contract Code section 22038. If after the first invitation of bids all bids are rejected, after reevaluating its cost estimates of the project, the city shall have the option of either of the following:

- (1) Abandoning the project or readvertising for bids in the manner described by this division.
- (2) By passage of a resolution by a four-fifths (4/5) vote of the city council declaring that the project can be performed more economically by the employees of the city, the city may have the project done by force account without further complying with this division.

**SECTION 3.** Amendment to Division 3 of Article VII of Chapter 2. Subsection (c) of Section 2-358 (Change Orders on Contracts for Public Projects) of Division 3 (Contracting for Public Projects) of Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code is hereby amended to read as follows:

(c)

- (1) Any change order or contract amendment for any contract or purchase order awarded pursuant to section 2-353 of this division which would result in a total contract price in excess of the amount specified in set forth in Public Contract Code section 22032(a) shall be subject to competitive bidding requirements.
- (2) Any change order or contract amendment for any contract awarded pursuant to section 2-354 of this division which would result in a total contract price in excess of the amount specified in set forth in Public Contract Code section 22032(b) shall be subject to competitive bidding requirements.
- (3) Any change order or contract amendment for any contract awarded pursuant to section 2-355 of this division which results in a total contract price in excess of the amount specified in subsection (b)(3) of this section must be approved by the city council.

**SECTION 4.** Amendment to Division 3 of Article VII of Chapter 2. Division 3 (Contracting for Public Projects) of Article VII (Purchases and Sales) of Chapter 2 (Administration) of the West Covina Municipal Code is hereby amended to add a new Section 2-359 to read as follows:

Sec. 2-359. – Prohibition against splitting or separating projects.

In accordance with Public Contract Code section 22033, work or projects shall not be split or separated into smaller work orders or projects for the purpose of evading competitive bidding requirements.

**SECTION 5. Environmental Compliance.** Pursuant to the provisions of the California Environmental Quality Act (“CEQA”) (California Public Resources Code Sections 21000 et seq.) and State CEQA Guidelines (Sections 15000 et seq.), the City Council finds that this Ordinance is not a “project” and further, that it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment, either directly or indirectly, and that therefore no environmental review under the CEQA is required, pursuant to CEQA Guidelines Section 15061(b)(3).

**SECTION 6. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of West Covina hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

**SECTION 7. Effective Date.** This Ordinance shall take effect thirty (30) days after its final passage.

**SECTION 8. Certification.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 4th day of October, 2022.

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Dario Castellanos  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

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Thomas P. Duarte  
City Attorney

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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. 2501 was introduced at a regular meeting of the City Council held on the 20th day of September, 2022, and adopted at a regular meeting of the City Council on the 4th day of October, 2022 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Lisa Sherrick  
Assistant City Clerk



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** October 4, 2022

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA FIREFIGHTERS' ASSOCIATION (WCFFA)**

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### RECOMMENDATION:

City Council consideration of the following Resolution:

**RESOLUTION NO. 2022-98 - 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 FIREFIGHTERS' ASSOCIATION (WCFFA)**

### 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. MMBA is a formalized union-management consultation and bargaining procedure.

The Memorandum of Understanding between the City and the City of West Covina Firefighters' Association (WCFFA) expired on June 30, 2022. City management and representatives for the West Covina Firefighters' 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 Firefighters' Association (WCFFA) 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 WCFFA 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, 2022 through June 30, 2025, which is attached to this report as Exhibit A to Attachment No. 1.

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.

### 1. CalPERS Employee Contribution

Effective the first full pay period following ratification, employees shall pay 15% as their total contribution, with 6% via Government Code section 20516(f) cost sharing.

### 2. Overtime

Effective the first full pay period following ratification other than actual hours worked, only vacation leave and compensatory time off shall be considered hours worked for the purpose of the hours worked calculation for overtime.

Section 32(c) – Limitations on the number of people allowed off on vacation per shift – change to 2 Captains; 2 Engineers; 1 Firefighter and 2 Firefighter/Paramedics or 3 Firefighter/Paramedics.

### 3. One-Time Non-PERSable Essential Worker Pay

Effective the first full pay period following ratification, each current employee in the bargaining unit as of the date of ratification shall receive a one-time non-PERSable essential worker pay of \$5,000. Any employee who has previously received one-time non-PERSable pay through a current MOU of another City bargaining unit is not eligible to receive this one-time pay.

### 4. Salary Increase

Effective the first full pay period following ratification, the base salary shall increase by 9%; effective the first full pay period following July 1, 2023, the base salary shall increase by 3%; effective the first full pay period following July 1, 2024, the base salary shall increase by 3%.

### LEGAL REVIEW:

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

**Prepared by:** Helen Tran, HR/Risk Management Director

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### Fiscal Impact

#### FISCAL IMPACT:

The total estimated fiscal impact for the compensation package to base salaries is estimated to be \$1.7 million. The table below breaks down this estimate and includes the estimated impact to overtime. The one-time pay is proposed to be funded through the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds as it is an eligible expense. The FY2022-23 Adopted Budget had a net change in Fund Balance of \$516k. The total estimated General Fund impact for FY2022-23 as a result of this agreement is \$436k, bringing the estimated net change in Fund Balance down to \$80k. Staff proposes incorporating the impact of this agreement with the first quarter budget amendment for FY2022-23.

<b>Estimated Fiscal Impact</b>	<b>FYE 2023</b>	<b>FYE 2024</b>	<b>FYE 2025</b>	<b>3-YR Total</b>
9-3-3, with 15% CalPERS contribution, Vacation & Comp Time count as hours worked for the purpose of Overtime	157,741	492,303	782,845	1,432,889
One-Time Pay	354,185	0	0	354,185
<b>Subtotal Estimated Impact</b>	<b>511,926</b>	<b>492,303</b>	<b>782,845</b>	<b>1,787,074</b>
Estimated Impact to Overtime	278,500	286,855	295,461	860,816
<b>Total Estimated Fiscal Impact</b>	<b>790,426</b>	<b>779,158</b>	<b>1,078,306</b>	<b>2,647,889</b>
<b>Estimated General Fund Impact</b>	<b>436,241</b>	<b>779,158</b>	<b>1,078,306</b>	<b>2,293,704</b>

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### Attachments

Attachment No. 1 - Resolution No. 2022-98

Attachment No. 2 - Exhibit A (WCFFA MOU 2022-2025)

Attachment No. 3 - Exhibit B - (Redlined WCFFA MOU)

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

**RESOLUTION NO. 2022-98**

**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 FIREFIGHTERS' ASSOCIATION (WCFFA)**

**THE CITY COUNCIL OF THE CITY OF WEST COVINA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:**

**WHEREAS**, the City of West Covina, hereinafter referred to as the "City," and the West Covina Firefighters' Association (WCFFA), 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 and the City regarding terms and conditions of employment, including wages, benefits and hours; and

**WHEREAS**, the City and the West Covina Firefighters' Association 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, 2022 through June 30, 2025, which is attached hereto as Exhibit "A."

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

**SECTION 1.** The Memorandum of Understanding between the City and the West Covina Firefighters' Association, 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 4th day of October, 2022.

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Dario Castellanos  
Mayor



**APPROVED AS TO FORM**

**ATTEST**

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Thomas P. Duarte  
City Attorney

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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. 2022-98 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 4th day of October, 2022, 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**

**REPRESENTATIVES OF**

**MANAGEMENT FOR THE CITY OF WEST COVINA**

**AND**

**WEST COVINA FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 3226**

**JULY 1, 2022 THROUGH JUNE 30, 2025**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE REPRESENTATIVES OF  
MANAGEMENT FOR THE CITY OF WEST COVINA  
AND WEST COVINA FIREFIGHTERS' ASSOCIATION  
LOCAL #3226, I.A.F.F., AFL-CIO-CLC**

**PREAMBLE**

In the interest of maintaining harmonious and stable relationships between the City of West Covina (hereinafter City) and employees represented by the West Covina Firefighters' Association, (hereinafter referred to as the "Association"), representatives of management for the City and representatives of the Association have met and conferred in good faith regarding wages, hours, fringe benefits, and other terms and conditions of employment for employees represented by the Association.

The representatives have reached an understanding as to recommendations to be made to the City Council for the City of West Covina and have agreed that the parties hereto will jointly urge said Council to adopt one or more resolutions which will provide for the changes in wages, hours, fringe benefits, and other terms and conditions of employment contained in these joint recommendations.

**SECTION 1. RECOGNITION/REPRESENTATION UNIT**

The City hereby recognizes the West Covina Firefighters' Association Local #3226, I.A.F.F., for the term of the Memorandum of Understanding, notwithstanding any ordinance, resolution, rule, or regulation to the contrary as the majority representative of the employees in the bargaining unit which consists of Firefighters, Firefighter/Paramedics, Engineers, and Captains, subject to the right of an employee to represent himself/herself. The recognition requirements of Rule XVI, Section 16.3 of the Personnel Rules, City of West Covina, are waived for the term of this Memorandum. It is further agreed that during the term of this Memorandum of Understanding, no class will be removed from the bargaining unit except upon mutual agreement of the City and Association.

**SECTION 2. SCOPE AND PREVAILING RIGHTS**

It is the intent and purpose of this Memorandum to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or difference, which may arise, and to set forth herein the basic agreement between the parties concerning wage, hours and other terms and working conditions of employment.

**A. Employee and Employer Rights**

The parties hereto agree that except as stated herein, this agreement does not in any manner abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in the West Covina Municipal Code. It is understood that these rights and prerogatives of the City include but are not limited to determinations as to levels of service, manning requirements, work schedules, overtime assignments and approval, number and location of work stations, nature of work performed, contracting for any work for operations, employee performance standards, including but not limited to quality and quantity standards and reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of city services. It is further agreed that the City agrees to meet and confer with the Association regarding the impact of such management decisions on matters within the scope of representation.

**B. Maintenance of Benefits**

All rights and privileges and working conditions within the scope of representation in effect at the time of the signing of the agreement and not changed herein, in addition to all rights, privileges and working conditions provided for in the current Memorandum of Understanding, shall remain in full force and effect during the term of this agreement unless changed subsequent to completion of required meet and confer process.

**C. Contracting**

Should the City consider contracting out any bargaining unit work, it shall notify the Association of its intent for such work and meet and confer in good faith prior to the implementation if it impacts wages, benefits or conditions of employment. Absent such impacts, management shall be provided discretion in entering into agreements with other agencies.

**SECTION 3. TERM OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding shall remain in full force and effect from the date of approval by the City Council through midnight June 30, 2025. Terms and conditions of the Memorandum of Understanding shall continue, unless changed, by completion of the meet and confer process.

**SECTION 4. STATE AND FEDERAL OBLIGATIONS, SEPARABILITY**

**A. State and Federal Obligations**

This Memorandum shall not in any way interfere with the obligation of the parties hereto to comply with State and Federal law or any rule, legislation, regulation or order issued by such government authority pertaining to matters covered herein.

**B. Separability**

If any provision of this Memorandum or the application of this Memorandum should be rendered or declared invalid by any court action or by reason of any existing, pending, or subsequently enacted legislation, the remaining parts or portions of this Memorandum shall remain in full force and effect, and the parties shall meet and confer with regard to replacement or modification of the invalidated portions and the impact of the invalidation on the bargaining unit.

**SECTION 5. SALARY ADJUSTMENTS**

**A. Preamble**

In an effort to achieve salaries, which are competitive in the market, the City and the Association agree to work cooperatively to determine sources of additional revenue, areas of cost savings, and new methods of providing quality services to the community. Participation by the employees shall play a significant role in achieving departmental goals and maintaining a high level of productivity.

**B. Salary Administration — 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. Base Salary Increase**

Effective the first full pay period following ratification, the base salary shall increase by nine (9) percent.

Effective the first full pay period following July 1, 2023, the base salary shall increase by three (3) percent.

Effective the first full pay period following July 1, 2024, the base salary shall increase by three (3) percent.

**D. One-Time NonPERSable Essential Worker Pay**

Effective the first full pay period following ratification, each current employee in the bargaining unit as of the date of ratification shall receive a one-time non-PERSable essential worker pay of Five Thousand Dollars (\$5,000). Any employee who has previously received one-time Non-PERSable pay through a current MOU of another City bargaining unit is not eligible to receive this one-time pay.

**E. Deferred Compensation**

The City shall match up to fifty dollars (\$50.00) per month for those employees that participate in a deferred compensation plan.

**SECTION 6. FLSA CREDIT**

When an employee represented by the Association, during said employee's regular working hours, is engaged in special assignment and/or level I and level II training, the hours worked shall be considered as actual hours worked for the purpose of the hours worked calculation for overtime. Special Assignments shall be those that benefit the department and/or the City and are authorized by the Fire Chief and shall include, but not be limited to, the following:

- A. Public Education
- B. Committee Assignments
- C. Video Team
- D. Negotiations

Only the following leave time shall be considered hours worked for the purpose of the hours worked calculation for overtime:

- A. Vacation Leave
- B. Comp Time Used

**SECTION 7. RETIREMENT**

**Public Employees' Retirement System** - The City's contract with the State of California Public Employees' Retirement System shall provide the following:

- A. Fourth Level of 1959 Survivor Benefits (Section 21574)
- B. Credit for unused sick leave. (Section 20862.2)
- C. Three percent (3%) at age fifty (50) formula. (Section 21362.2)
- D. The retirement formula for all new hires shall be the three percent (3%) at age fifty-five (55) formula. (Government Code Section 21363.1)
- E. One-half (1/2) pay continuance. (Section 21263) (Post Retirement Survivor)
- F. One year final Compensation. (Section 21367.53)
- G. As soon as practicable in September 2014, retirement benefits for all new employees hired on or after the effective date of the PERS contract amendment shall be computed using the Three Year



Average Final Compensation Option pursuant to Government Code Section 20037.

- H. Retiree death benefit \$600 dollars. (Section 21367.53)
- I. PERS member contribution. Effective the first day of the pay period beginning on or after July 1, 2012, the Employee shall pay the normal members contribution (9% of salary) required under the Public Employees' Retirement System.
- J. Military service credit as public service. (Section 21024)
- K. Continuation of Pre-Retirement Death Benefits After Remarriage Of Survivor (Section 21551)
- L. Pre-Retirement Optional Settlement 7. Death Benefit (Section 71545)

## **SECTION 8. CAFETERIA PLAN**

Medical, Dental and Vision Insurance will be provided as set forth below for all bargaining unit members:

To comply with the Public Employees' Hospital and Medical Care Act (PEHMCA) the City will contribute the statutory minimum amount (\$149 in 2022 and a yet undetermined amount for 2023) for the provision of medical insurance. In addition, the City will contribute an additional amounts for current bargaining unit members into a cafeteria plan in accordance with IRS Code section 125. Those additional amounts will be as follows:

### **1) Health Insurance:**

An employee who selects an Employee only medical plan will receive a City contribution in an amount when added to the PEMCHA statutory minimum equals the monthly Kaiser Employee Only medical premium.

An employee who selects an Employee Plus One medical plan will receive a City contribution in an amount when added to the PEMCHA statutory minimum amount equals the monthly Kaiser Employee 2-Party medical premium.

An employee who selects and Employee Plus Two or More plan will receive a City contribution in an amount when added to the PEMCHA statutory minimum amount equals the monthly Kaiser Family medical premium.

An employee who selects a single party plan with a monthly premium of less than \$600, will receive the difference between that amount and \$600 in cash. An employee who does not take the City's health insurance and can demonstrate that he/she has health insurance from another source will receive \$600.00 per month. Under either of these two scenarios, that amount can be received as cash, placed in the employee's deferred compensation

account or used to purchase dental or vision insurance above the amounts provided through the cafeteria plan.

- 2) **Dental Insurance:** In addition to the above amount, the cafeteria amount shall also include up to \$62.23 monthly for dental insurance. If the dental insurance plan chosen by the member is less than \$62.23, the amount shall be the cost of the dental insurance chosen. If the dental insurance plan chosen by the member is equal to or more than \$62.23, per month, the amount shall be \$62.23.
- 3) **Vision Insurance:** In addition to the above amounts for medical and dental, the cafeteria amount shall also include up to \$45.42 monthly for vision insurance. If the vision insurance plan chosen by the member is less than \$45.42, the amount shall be the cost of the vision insurance chosen. If the vision insurance plan chosen by the member is equal to or more than \$45.42 per month, the amount shall be \$45.42.

#### **SECTION 9. RETIREE HEALTH SAVINGS PLAN (RHS)**

- A. Employees will contribute \$50 per month to the RHS Plan.
- B. The City will contribute \$50.00 per month to the employees RHS Plan.
- C. The RHS Plan will be subject to regulatory and provider regulations.
- D. For employees on or after July 1, 2012, the City shall contribute and additional \$150.00 per month for a total of \$200.00 per month to those employees' RHS Plan.

#### **SECTION 10. RETIREE HEALTH INSURANCE**

The City contracts with CalPERS for the provision of health insurance. To comply with the Public Employees' Hospital and Medical Care Act, the City will contribute the statutory minimum amount (\$149 in 2022 and a yet undetermined amount for 2023) for the provision of retiree medical insurance for all retirees in the bargaining unit

In addition to the provision of the statutory minimum amount for all retirees, to comply with PEHMCA, the City will provide a retiree longevity stipend to offset the cost of retiree medical benefits as follows:

- 1) **Tier 1 Employees:** For employees hired prior to July 1, 2012 with a minimum of five years sworn service with the West Covina Fire Department, when they retire from the City, each month the City will contribute up to nine hundred thirty-one dollars and twenty six cents (\$931.26) minus the PERS statutory minimum for that year into a qualified Health Reimbursement Account (HRA). The City will cover all administrative costs associated with the HRA and benefits will not be reduced to

retirees as a result of administrative fees/costs. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum. The money placed into the HRA by the City on behalf of the retiree will be available to be used to purchase health insurance

If the retiree chooses a plan that is less \$931.26, the amount the City will contribute into the HRA per month will be the amount of the plan chosen minus the PERS statutory minimum for that year. If the retiree chooses a plan that is \$931.26 or more, the amount the City will contribute into the HRA per month will be \$931.26 minus the PERS statutory minimum for that year. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum.

Effective January 1, 2013, for employees hired prior to July 1, 2012 with a minimum of five years sworn service with the West Covina Fire Department, when they retire from the City, each month the City will contribute up to one thousand four dollars and eighty cents (\$1,004.80) minus the PERS statutory minimum for that year into a qualified Health Reimbursement Account (HRA). The money placed into the HRA by the City on behalf of the retiree will be available to be used to purchase health insurance. The City will cover all administrative costs associated with the HRA and benefits will not be reduced to retirees as a result of administrative fees/costs. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum.

Effective January 1, 2013, if the retiree chooses a plan that is less \$1,004.80, the amount the City will contribute into the HRA per month will be the amount of the plan chosen minus the PERS statutory minimum for that year. If the retiree chooses a plan that is \$1,004.80 or more, the amount the City will contribute into the HRA per month will be \$1,004.80 minus the PERS statutory minimum for that year. The City will cover all administrative costs associated with the HRA and benefits will not be reduced to retirees as a result of administrative fees/costs. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum.

Employees hired prior to July 1, 2012 with less than five years sworn service with the West Covina Fire Department are not eligible for the retiree longevity stipend, until they reach five years of service.

- 2) **Tier 2 Employees'** Employees hired on or after July 1, 2012 will not receive the retiree longevity stipend, but like all retirees of the City, as set forth above, the City will contribute the PERS statutory minimum amount on the retiree's behalf.

## **Dental Insurance**

The City shall permit retirees to participate at their own cost, and at no cost to the City, in the City's group dental plan, if permissible by the current plan.

#### **SECTION 11. RETIREE LIFE INSURANCE**

The City shall authorize the classes represented by the Association, who retire from the City to purchase life insurance through the City's plan, if permissible. The City shall contribute up to sixty-six dollars (\$66) per year to offset the premium for the minimum ten thousand dollar (\$10,000) policy for each such employee for the remainder of their retirement.

#### **SECTION 12. PERS EMPLOYEE CONTRIBUTION AND COST SHARING**

The Employee who qualifies as a "Classic Member" shall pay the entire nine percent (9%) member contribution to the Public Employees' Retirement System and an additional six percent (6%) of compensation earnable towards the employer contribution pursuant to cost sharing for a total contribution of fifteen percent (15%). The contributions above the full statutorily required employee contribution to the CalPERS system shall be made pursuant to California 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 until a successor agreement is in place. The Employee who qualifies as a "New Member" shall pay 50% of the applicable normal cost as their member contribution (California Government Code Section 7522.30(c)).

#### **SECTION 13. SUPPLEMENTAL RETIREMENT PLAN**

The City will provide to those employees in the Firefighters' unit who concurrently retire from the City and Cal PERS, a supplemental retirement plan that will provide a benefit based on 0.89% of PERSable compensation.

1. The age and years of service factors utilized by PERS will be multiplied by 0.89% of their single highest year PERSable compensation to determine this benefit value.
2. This benefit will be paid monthly and will include a 2% cost of living adjustment each year during the life of the retiree.
3. At the time of retirement, employees can make a one-time election to receive either the ongoing monthly stipends or a lump sum payment based on the present value of those annual stipends. Ongoing stipends that have an actuarially determined net present value of less than \$5,000 will automatically receive the lump sum distribution.
4. Employees must have at least one year of full-time employment with the City of West Covina to qualify for this benefit. Employees must be vested in CalPERS (minimum of 5 years) to qualify for this benefit.
5. Employees hired on or after July 1, 2012, will not receive the benefits provided in this Section.

#### **SECTION 14. UNIFORM ALLOWANCE**

The City shall provide a uniform allowance of \$1,000 per year to each employee. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such to CalPERS.

#### **SECTION 15. FIRE SERVICE SENIORITY PAY**

In recognition of sworn service the City shall provide all sworn fire personnel covered by this agreement additional compensation for years of service as follows:

<b>Years of Service</b>	<b>Firefighter</b>	<b>Firefighter Paramedic</b>	<b>Engineer</b>	<b>Captain</b>
5	\$133.00	\$155.00	\$155.00	\$181.00
10	\$266.00	\$310.00	\$310.00	\$363.00
15	\$333.00	\$388.00	\$388.00	\$454.00
20	\$433.00	\$504.00	\$504.00	\$590.00
25	\$599.00	\$698.00	\$698.00	\$816.00

All sworn fire personnel covered by this agreement shall include years of service from other full time paid fire suppression positions with a comparable fire agency in determining eligibility. A maximum of 5 years from comparable fire agencies shall be allowed.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(1) as Longevity Pay.

#### **SECTION 16. EDUCATIONAL INCENTIVE**

Employees represented by the Association shall be eligible for the following educational incentives in the month following the month in which the degree is obtained. If incentive pay is based on units a grade of "C" or above must be achieved, courses taken on a pass/fail grading system are acceptable as long as the eligible employee passes the course. If education pay is based on a completed degree the GPA is not considered.

Associate Degree or Equivalent

Firefighter \$185 per month

Firefighter/Paramedic \$195 per month

Fire Engineer \$195 per month

Fire Captain \$218 per month

Associate Degree or Equivalent plus Fire Certification II:

Firefighter	\$320 per month
Firefighter/Paramedic	\$340 per month
Fire Engineer	\$340 per month
Fire Captain	\$385 per month

Bachelor's Degree

Firefighter	\$285 per month
Firefighter/Paramedic	\$295 per month
Fire Engineer	\$295 per month
Fire Captain	\$318 per month

Bachelor's Degree plus Fire Certification II:

Firefighter	\$420 per month
Firefighter/Paramedic	\$440 per month
Fire Engineer	\$440 per month
Fire Captain	\$485 per month

Master's Degree:

Firefighter	\$385 per month
Firefighter/Paramedic	\$395 per month
Fire Engineer	\$395 per month
Fire Captain	\$485 per month

Master's Degree plus Fire Certification II:

Firefighter	\$520 per month
Firefighter/Paramedic	\$540 per month
Fire Engineer	\$540 per month
Fire Captain	\$585 per month

In order for an employee to be eligible for an educational incentive pay increase for their Bachelor's or Master's Degree, said degree must be from an accredited institution and be in a field that supports the employee's job related responsibilities or has value to the organization (Department and/or City). An employee's Associates of Arts Degrees or equivalent college units will qualify the employee for educational incentive pay if the degree or college units are meeting general education requirements, support job related responsibilities or have value to the organization. Employees currently receiving educational pay for their degrees will continue to receive educational incentive pay under the new educational incentive pay program, subject only to proof that their degree is from an accredited institution.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) as Educational Incentive.

## **SECTION 17. TUITION REIMBURSEMENT PROGRAM**

- A.** Unit employee's maximum tuition reimbursement (including books) shall be \$2,736 per fiscal year.
- B.** The specific details of the Tuition Reimbursement Program is set forth in Administrative Policy approved on August 13, 1992, and amended thereafter.

## **SECTION 18. BILINGUAL PAY**

Employees with bilingual skills shall receive one hundred dollars (\$100) per month provided they possess and are using a language skill necessary for effective communication within the community, are assigned by the Fire Chief and have been certified by Human Resources. The Fire Chief shall determine the language skills necessary to effectively conduct fire business and activities with the citizens of the community, subject to approval of the City Manager. Human Resources shall certify, through testing, that the employee has a basic fundamental conversational skill level. Only one (1) allowance will be paid to an employee regardless of the number of certified languages.

The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) as Bilingual Premium.

## **SECTION 19. SPECIAL PAY**

### **A. Emergency Medical Technician Pay**

- 1. Engineers and Captains shall receive four percent (4%) above base salary for maintaining a current and valid EMT-P certification.
- 2. All classifications in this unit not receiving pay for maintaining his/her EMT-P certification, shall receive two percent (2%) above base salary for maintaining his/her current and valid EMT-I certificate.  
The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) as an educational premium.
- 3. Engineers and Captains shall receive a \$100 shift premium when serving as the assigned Paramedic on an Engine, Ladder Truck or Quint.

### **B. Fire Investigator Pay**

1. Certified Level I, Fire Investigators shall receive one hundred dollars (\$100) per month.
2. Certified Level II, Fire Investigators shall receive two hundred and fifty dollars (\$250) per month.
3. The Fire Chief shall determine the number of positions eligible for Fire Investigator Pay.

The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) as a fire investigator premium.

## **SECTION 20. MILEAGE AND EXPENSE REIMBURSEMENT**

The City shall reimburse for mileage and expenses incurred during the course of City business consistent with the provisions of the City-wide Travel and Expense Reimbursement Policy. The mileage reimbursement rate shall be the rate set forth by the IRS.

## **SECTION 21. MINIMUM STAFFING POLICY**

The City will maintain a minimum staffing of Companies and Units as follows:

- A. Three-person engine companies (1 Captain, 1 Engineer, 1 Firefighter), one of whom shall be a Paramedic.
- B. One (1) four-person truck company (1 Captain, 1 Engineer, 2 Firefighters), one of whom shall be a paramedic. The City reserves the right to change the herein minimum staffing level as set forth in this subsection "B".
- C. Three (3) two-person paramedic rescue ambulances (2 Firefighters/Paramedics).
- D. The City shall maintain a maximum of 9 Firefighters positions.
- E. New Hires: The Association and the City acknowledge that the current firefighter/paramedic model is resulting in unsustainable overtime liability for the City. To address the overtime issue, the parties have agreed that all new hires for the City will only be required to be firefighters.

## **SECTION 22. ACTING TEMPORARY AND RANK FOR RANK COVERAGE**

Acting temporary and rank for rank coverage provisions shall be used only in the event of short time, temporary absences, i.e. Company Officer training meetings.

## **SECTION 23. JURY DUTY**



Personnel Rules X, Section 10.27, Jury Duty, Witness Leave shall be changed according to the following: Number 3: The City will grant an employee required to serve on jury duty or to report for examination to serve on jury duty one time for a maximum of 160 hours paid leave for such purposes during any three consecutive years of employment. All fees received by the employee for jury duty, exclusive of mileage, shall be remitted to the City.

## **SECTION 24. USE OF FACILITIES**

Official Association meetings involving Association members may be held in City facilities upon prior approval of City management and the meetings shall be private.

## **SECTION 25. SICK LEAVE**

Use of leave for reasons of illness or injury shall be administered in accordance with City Personnel Rule X, Section 10.21, except as noted by exception as follows:

### **A. Allowance/Accumulation**

Fire Department employees working on the platoon system shall accrue sick leave under the same conditions as general City employees and at the same rate using the 1:1.5 ratio factors.

### **B. Sick Leave Notification**

Employees shall make notification to the appropriate on duty Captain between 1700 hours and 0700 hours prior to a scheduled shift day. Sick leave call in before 1700 hours on a day prior to an employee's scheduled work date must be made by the employee by telephone to the on-duty Assistant Fire Chief. When calling in sick, call your station first. If your station is not in quarters, then call Station 2.

### **C. Physician Documentation**

To qualify for sick leave pay, an employee shall report any illness or disability to their on duty Captain or Assistant Fire Chief as indicated in Section B. If an employee is required to use sick leave for a period exceeding two (2) consecutive 24-hour shift days, a physician's statement **may** be required to confirm the employee's absence from work and/or their ability to continue work. Such statement shall describe the reason for the absence and, if appropriate, an expected date for the return of the employee to work. A physician's report may also be required to verify any absence of an employee due to an illness or disability of the employee's immediate family.

Proof of medical treatment may be required after absence due to illness or injury for periods extending three (3) non-consecutive shifts per calendar year. If documentation is

to be required it will be requested before or during the time of the second normal shift day that the employee would have been working. If absence has been due to an off duty injury that prohibits return to full duty, the City reserves the right to require an evaluation by the City's occupational physician at the City's expense.

**D. Sick Leave Recuperation**

Sick leave is provided for the purpose of recuperating from illness or injury. Participation in other work or recreational activities is not considered appropriate use of sick leave time. Employees may be contacted at any time while on sick leave to secure an update on health status unless on extended sick leave or where regular contact is deemed impractical or unnecessary due to a physician's statement or other approved documentation.

**E. Immediate Family**

No more than three shifts for fire platoon employees 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, and not more than three shifts for fire platoon employees of sick leave within any calendar year may be granted to an employee for each absence due to death of his/her immediate family. The phrase "immediate family" is construed to mean the grandparent, parent, spouse, domestic partner, in-laws, child, stepchild, grandchild, brother, or sister.

**F. Sick Leave Annual Payoff Program**

The employee Sick Leave Annual Payoff Program shall be administrated as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular employee.
2. The maximum amount of sick leave hours cashed each calendar year at the employee's hourly rate is eighty (80) hours.
3. Each employee must carry over to a sick leave "bank" a minimum of sixty four (64) current year unused hours in December, and may request cash payment for any hours above sixty four (64) current year unused hours or may add it to the sick leave bank.
4. Sick leave used by an employee during each calendar year will be charged against the employee's current year earnings.
5. If sixty four (64) 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. To qualify for this program, employees shall not be allowed to change sick leave to other forms of paid leave.

**G. Sick leave on Termination**

Employees upon termination of continuous service, other than by discharge, shall be paid for 50 percent of all sick leave accrued between 480 hours and 1200 hours. The maximum total payoff would be the equivalent of 360 hours at full pay.

**SECTION 26. BEREAVEMENT LEAVE**

Personnel Rules X, Section 10.25, as they relate to fire unit members, shall be amended according to the following: Three shifts of said leave per occurrence will be available to a fire platoon shift employee in the event of the death of said employee's grandparent, parent, spouse, in-laws, child, stepchild, grandchild, brother, or sister. If additional bereavement leave is necessary, a department head must approve it. This leave is supplemental to the current sick leave program.

**SECTION 27. HOLIDAYS**

Holidays shall be granted on the basis of one holiday (12 hours) per month with no specific date designated to all classifications represented by this Memorandum. On an annual basis, employees can elect to take said time as follows:

- A. Holiday Pay = 12 hours (per month)
- B. Holiday Leave Time (Comp) = 8 hours (per month)

Election must be made by December 1<sup>st</sup> of the previous calendar year. See attached Appendix 1 Holiday Leave Time/Holiday Pay Request Form. If an employee terminates prior to the effective date of the traditional holiday, the holiday pay will be deducted from the final check.

**SECTION 28. MINIMUM CALLBACK**

Approved overtime for Fire Department employees entitled to it shall include only hours worked when employees are requested or required to return to, work by their department from off duty, provided however, that such employees shall receive a minimum of three hours pay for hours worked of three hours or less.

**SECTION 29. REQUIRED HOLD OVER AND CALLBACK**

The City reaffirms its right to require - on a mandatory basis - the hold over of employees or to the calling of employees back to work during their off-duty time when conditions necessitate, as determined by the Department Head.

### **SECTION 30. EDUCATIONAL LEAVE**

When assigned by the Fire Chief, employees may be granted leave with pay for educational purposes to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's skills and professional ability.

Training activities are to be organized in the following categories for the purpose of administration and Compensation:

LEVEL I - Activities that the Department requires individuals to attend and are necessary for the employee to do his/her job.

The Department will pay registration, per diem, mileage, lodging, and coverage for the individual's position consistent with the appropriate City policy. Overtime will be paid if the individual is off duty while attending. If the individual is on duty they shall return to scheduled duty after the activity is over. When individuals attend multi-day programs that are out of the local area they will be covered on scheduled workdays and given overtime for the amount of actual hours conducting Department related activities. One 24 hour shift of work missed equals two nine (9) hour days of training.

LEVEL II - Activities either published by the Department or those that are, initiated by the employee without being suggested by the Department.

Attendance requires approval of the Fire Chief. Administered the same as Level I with the exception that the individual will not receive overtime pay and if related to Association business only coverage is provided.

LEVEL III - Classes and work-related seminars that the individual requests and college-level courses that the individual attends

The Department will reimburse tuition or registration fees similar to those for the Tuition Reimbursement Program in the case of classes or seminars that are not eligible for reimbursement under the City's Tuition Reimbursement Program with the approval of the Fire Chief.

### **SECTION 31. TRANSFER AND BID SYSTEM**

Introduction: The following Transfer and Bid System program will remain in effect during the term of this MOU. If problems occur during the term of the MOU, the City

and the Association will meet to look at alternative approaches to resolve those problems. If the problems cannot be worked out to the satisfaction of both parties, the City will revert back to its previously effective Transfer and Rotation programs.

**A.** There shall be two types of transfers:

1. Employee Requested
2. City Initiated

**B.** Open Position Transfer:

1. When a station assignment has been vacated it may be filled through the open position transfer process, which takes into consideration employee requests.
2. Notice of vacancies shall be posted on City bulletin boards.
3. Any employee desiring to fill a vacant position must submit a request, in writing, to the City within seven (7) calendar days of posting of the notice.
4. If more than one employee requests to be transferred to an open position, seniority in rank shall be considered.
5. The City shall have the prerogative to grant or deny a request for transfer.
6. The transfer request will be approved or denied, in writing, within fourteen (14) calendar days of posting.

**C.** Mutual Agreement Transfers:

1. Employees of equal rank may request transfers.
2. Requests for transfers shall be submitted, in writing, through regular channels to the City.
3. The City may either grant or deny the request for transfer.
4. The request, approved or disapproved, shall be returned to the employee within fourteen (14) calendar days of receipt of the request.

**D.** Annual Bid System:

1. Station assignments shall be open for bid according to the following:
  - a. All classes shall have the option of bidding for transfer to be effective in January of each year.
  - b. Fire Captains shall have the opportunity to bid for transfer each year.
  - c. Fire Engineers shall have the opportunity to bid for transfer each year.
  - d. Firefighters and Paramedics shall have the opportunity to bid for transfer each year.
2. All transfer requests shall be processed in accordance with the following provisions:
  - a. All transfer requests shall be submitted to the City no later than 1700 hours on December 1st of the year preceding the actual transfer.
  - b. If more than one employee bids to the same station, assignment and seniority in rank shall be considered.

3. The approval or denial of a request for transfer shall not be subject to the grievance or appeal process.
- E. City-Initiated Transfers:  
The City reserves the right to initiate transfer of personnel to meet the needs of the organization, taking into consideration concerns of employees.
- F. The decision to transfer, or the denial of a request to transfer, pursuant to all categories of transfer mentioned herein shall not be subject to the grievance procedure or appeal process.

## **SECTION 32. VACATION**

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.

- A. Vacation time shall be taken in 24-hour periods, except for one 24-hour period that may be taken in four (4) to twelve (12) hour increments, per calendar year utilizing the following procedure:
  1. The person requesting the time must find their own relief.
  2. The date and time desired off must be posted on E-mail or notified by telephone so that each of the other shifts will have worked at least one full 24 hour shift.
  3. Persons wanting to work the hours shall respond by E-mail or personal contact to the person requesting the time off.
  4. There shall be a record kept of the hours taken off in four (4) to twelve (12) hour increments and the hours of the people who worked the overtime.
  5. The person with the lowest hours will have the option of working the overtime hours, in the case of a tie it will go to the person with the highest seniority.
  6. It is the responsibility of the person taking the time off to determine who has the lowest hours.
  7. Once the person agrees to work the overtime hours and the hours are logged in Telestaff (if the overtime is 12 hours or greater), the person is responsible to work the time.
  8. The person taking the time off is responsible for notifying their Captain of the requested time so it can be logged on Telestaff.
  9. The hours are logged at the time of notification of the overtime, not at the time of the actual OT.
  10. Hours shall be zeroed out at the end of every year.

11. With an Assistant Fire Chief's approval, an employee may call for a vacation day between 1800 hours the day before and 0700 hours the day of said vacation.

**B.** Eligible unit employees shall earn and accumulate to a maximum vacation leave paid at the fifty-six (56) hourly rate as follows.

Months of Service	Hours Accumulated Per Pay Period	Hours Accumulated Per Month	Maximum Accruals
1 - 60*	4.62	10.00	3
61 - 108	6.93	15.00	4
109 - 120	7.38	16.00	4
121 - 132	7.85	17.00	4
133 - 144	8.31	18.00	4
145 - 156	8.77	19.00	4
157 - 167	9.23	20.00	4
168 - 179	9.69	21.00	4
180 - 191	10.15	22.00	5
192+	10.62	23.00	5

At the completion of 60 months, add 60 hours of vacation leave.

**C.** Vacation days cannot be canceled after 1800 hours the day before. Limitations on the number of people allowed off on vacation per shift:

2 Captains  
2 Engineers  
1 Firefighter and 2 Firefighter/Paramedics or  
3 Firefighter/ Paramedics

### **SECTION 33. OVERTIME**

Overtime distribution will be the responsibility of IAFF Local 3226 and will be in accordance with the West Covina Fire Department policy on overtime.

### **SECTION 34. COMPENSATORY TIME**

**A.** Unit employees may elect to receive compensatory time off in lieu of pay for overtime hours worked. Employees may elect to receive part compensatory time off and part overtime 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. A maximum of 112.5 shifts (2,700 hours) department-wide will be available to all unit employees to be taken as compensatory time during each calendar year. Taking compensatory time in lieu of pay for overtime hours worked will be on a first come first serve basis until the 112.5 shifts (2,700 hours) for the calendar year has been exhausted. For purposes of this section the calendar year will begin on the first day of the first pay period beginning on or after January 1 of each year.
- C. Unit employees working overtime hours that were created as a result of another unit employee utilizing compensatory time off shall not receive Compensatory time off in lieu of pay for those overtime hours worked.
- D. Unit employees may accumulate up to a total of one hundred and forty-four (144) compensatory hours.
- E. No member of the WFCFA may work more than a **maximum of 48 hours** of Compensatory Overtime prior to **April 30**. On **May 1**, all remaining compensatory hours will be available to all members, within the established guidelines set forth in Section 30 within the Memorandum of Understanding.
- F. Once compensatory time off is selected and approved by management, the employee may not request cash payment for these hours. Upon separation of employment, the employee shall be paid for accumulated compensatory time.
- G. 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. All compensatory time utilized as paid leave by an employee shall be debited from their accrued compensatory time bank.
- H. All current rules covering the use of vacation time will also apply to the use of compensatory time. It will be the responsibility of the person requesting compensatory time off in lieu of pay for overtime hours worked to inform the Station 2 Captain when accepting the overtime position that the employee is electing to receive compensatory time off in lieu of pay.

### **SECTION 35. DISCIPLINE — FIREFIGHTER BILL OF RIGHTS**

Personnel rules XIV, Section 14.4 is hereby set forth in the attached Exhibit A, and amended thereafter.

### **SECTION 36. GRIEVANCE PROCEDURE**

Refer to Personnel Rule XV, Grievance and Complaint Procedure.

### **SECTION 37. PAYROLL DEDUCTIONS**



It is mutually agreed that the City will, during the term of this agreement, deduct monies and remit to the Association as authorized by employee payroll deduction authorization in the same manner as in effect prior to the effective date of this agreement.

### **SECTION 38 LAYOFF POLICY AND PROCEDURE**

Refer to Personnel Rule XI, Layoff/Reemployment.

### **SECTION 39. DISABILITY DISCRIMINATION**

- A.** The City's policy shall be to make such efforts as are consistent with federal and state laws to place physically or mentally disabled employees in such positions that can be made available in the City service where their disabilities will not affect the performance of their duties. This policy will extend to all terms, conditions and privileges of employment.

The Americans With Disabilities Act (ADA) accommodation for individuals on a case-by-case basis. Prior to accommodation for individuals on a case-by-case basis. Prior to the City providing an accommodation, which would be contrary to negotiated agreements, the City shall provide written notice of intent to disregard provisions and shall meet and confer over options prior to implementation.

The City has a legal obligation to meet with individual employees as necessary to discuss possible accommodation before any adjustments are made to working conditions. The Association shall be notified prior to the implementation of proposed accommodations by the City, which affects an employee or group of employees within their respective bargaining unit. Accommodations provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of past practice in any grievance process.

- B.** No employee shall hold any position in a class where such individual poses a risk to the health or safety of the individual or others.

### **SECTION 40. MISCELLANEOUS LEAVES OF ABSENCE**

In conformance with Resolution 1277 and Rule X of the Personnel Rules and Regulations of the City of West Covina, upon the written request of an employee stating the reasons therefore, leaves of absence with or without pay up to a maximum of one year may be granted for such purposes as to attend school, handle personal business, if temporarily incapacitated or for some other satisfactory reason. The granting of a leave of absence entitles an employee to return to his classification before or at the expiration of his leave of absence. Therefore, a leave of absence shall be granted only to an employee who intends to return to his classification with the City.

**SECTION 41. WORKERS' COMPENSATION**

The City will recognize applicable current Workers' Compensation Law.

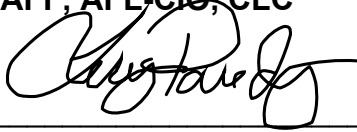
**SECTION 42. SAFETY EQUIPMENT**

The City agrees to furnish or otherwise provide all safety equipment for each fire safety employee as may be required by law, judicial mandate, or administrative regulation.

**SECTION 43. NOTICE OF FUTURE MEET AND CONFER**

If the Association 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 employee members represented by the Association, which would take effect on or after July 1, 2025, the Association shall serve upon the City Manager a written request to meet and confer.

**West Covina Firefighters' Association Local #3226**  
**IAFF, AFL-CIO, CLC**



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Terry Paredez  
President



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Mike Hambel  
Vice-President

**City of West Covina**

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David Carmany  
City Manager

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Helen Tran  
Human Resources/Risk Management Director

## **EXHIBIT "A"**

### **FIREFIGHTER BILL OF RIGHTS PROCEDURE**

The following appeals procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act.

#### **1. DEFINITIONS**

a. The term "firefighter" means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief who is identified as such. The classifications of employees who are firefighters include: Firefighters, Firefighter/Paramedics, Fire Engineers, Fire Captains and Assistant Fire Chiefs.

b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

#### **2. APPEAL OF A PUNITIVE ACTION NOT INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OF A FIREFIGHTER FOR MORE THAN FIVE (5) SHIFTS/DAYS**

Pursuant to Government Code § 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a discharge, demotion or a suspension greater than five (5) shifts/days.

a. Notice of Appeal- Within five (5) calendar days of receipt by a firefighter of notification of punitive action as set forth above, the firefighter shall notify the Fire Chief in writing of the firefighter's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

b. Presiding Officer- In an informal hearing, the Fire Chief or his/her designee shall be the presiding officer. The Fire Chief or his/her designee shall conduct the informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code §11425.40, then the City Manager or his/her designee shall serve as the Presiding Officer. In such cases, the determination of the City Manager shall be final and binding.

i. Burden of Proof- The employer shall bear the burden of proof at the hearing. If the action being appealed does not involve allegations of misconduct by

the employer, the limited purpose of the hearing shall be to provide the officer the opportunity to establish a record of the circumstances surrounding the action. The Department's burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department's burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.

ii. However, if the punitive action involves charges of misconduct, the Department shall have the burden of proving by a preponderance of the evidence the facts, which form the basis for the charge and that the punitive action was reasonable under the circumstances.

d. Conduct of Hearing-

i. formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence, which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

ii. The parties may present opening statements.

iii. The parties may present evidence through documents and testimony.

aa. Witnesses shall testify under oath.

bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05- 11450.50.

cc. Unless the punitive action involves a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.

iv. Following the presentation of evidence, if any, the parties may submit oral-and/or-written closing arguments for-consideration by the hearing officer.

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e. Recording of the Hearing- If the punitive action involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

f. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.

g. Decision- The decision shall be in writing pursuant to Government Code §11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

3. APPEAL OF A DISCIPLINARY DECISION INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OF A FIREFIGHTER FOR MORE THAN FIVE (5) SHIFTS/DAYS

a. In those instances where the procedures in Government Code §§ 11400, et seq. are inapplicable to an administrative appeal, the administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

b. Notice of Discipline as Accusation- The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, et seq. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq.

c. Administrative Law Judge- Pursuant to Government Code § 11512, the City has determined that appeals shall continue to be heard by the Human Resources Commission with the administrative law judge presiding at the hearing, pursuant to Government Code § 11512(b). The administrative law judge shall rule on the admission and exclusion of evidence and advise the Human Resources Commission on matters of law. The Human Resources Commission shall exercise all other powers relating to the conduct of the hearing.

d. Time and Place of Hearing- Pursuant to Government Code § 11508, unless otherwise decided by the Human Resources Commission, a hearing shall be conducted at West Covina City Hall at a time to be determined by the Human Resources Commission.

e. Notice of the Hearing –Notice of the hearing shall be provided to the parties pursuant to Government Code § 11509

f. The Human Resources Commission (known formerly as, and sometimes referred to as, the Personnel Commission) may recommend to sustain or modify the disciplinary action taken when it appears in the record that there was a substantial violation or omission of procedure or where the specific evidence produced in the hearing warrants such recommendation. In all instances, the Human Resources Commission shall certify copies of its findings and recommendations to the City Manager, and to the

appellant employee. The City Manager, shall then affirm, revoke or modify the original action taken. Such affirmation, revocation, or modification taken shall be final. Judicial review of the City Manager's decision may be had pursuant to

**APPENDIX "A-1"**

**CITY OF WEST COVINA  
FIREFIGHTER'S ASSOCIATION CLASSIFICATIONS**

The following are those classifications, which have been recognized by the City to be assigned to the Firefighter's Association.

**JOB TITLES/CLASSIFICATIONS**

Firefighter  
Firefighter Paramedic  
Fire Engineer  
Fire Captain



# APPENDIX A-2

## FIREFIGHTER'S ASSOCIATION SALARY RANGES

Effective September 20, 2022 – 9% COLA						
Effective the first full pay period following ratification						
Position Title	Grade	Monthly Base Pay				
		Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	FR010	\$6,685	\$7,020	\$7,371	\$7,739	\$8,126
Firefighter/Paramedic	FR020	\$7,791	\$8,182	\$8,590	\$9,020	\$9,471
Fire Engineer	FR030	\$7,791	\$8,182	\$8,590	\$9,020	\$9,471
Fire Captain	FR040	\$9,110	\$9,566	\$10,044	\$10,547	\$11,074
Effective July 1, 2023 – 3% COLA						
Effective the first full pay period following July 1, 2023						
Position Title	Grade	Monthly Base Pay				
		Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	FR010	\$6,886	\$7,230	\$7,592	\$7,971	\$8,370
Firefighter/Paramedic	FR020	\$8,025	\$8,427	\$8,848	\$9,290	\$9,755
Fire Engineer	FR030	\$8,025	\$8,427	\$8,848	\$9,290	\$9,755
Fire Captain	FR040	\$9,384	\$9,853	\$10,346	\$10,863	\$11,407
Effective July 1, 2024 – 3% COLA						
Effective the first full pay period following July 1, 2024						
Position Title	Grade	Monthly Base Pay				
		Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	FR010	\$7,092	\$7,447	\$7,819	\$8,210	\$8,621
Firefighter/Paramedic	FR020	\$8,266	\$8,680	\$9,113	\$9,569	\$10,048
Fire Engineer	FR030	\$8,266	\$8,680	\$9,113	\$9,569	\$10,048
Fire Captain	FR040	\$9,665	\$10,148	\$10,656	\$11,189	\$11,749



## HOLIDAY LEAVE TIME/HOLIDAY PAY

### - Request Form -

Employee Name:

Date:

Indicate your preference for Holiday Leave time to be either credited to your Holiday Leave Time record as 8 hours per month or payment of 12 hours of Holiday Pay per month. Holiday Pay is paid at straight time, but is subject to PERS.

Return this form to your Payroll Timekeeper no later than December 1<sup>st</sup> of the prior year to which the leave will be taken.

---

**THIS SELECTION CANNOT BE CHANGED ONCE IT IS MADE**

**I ELECT:**

- ☐ Holiday Pay
- ☐ Holiday Leave (Comp) Time

**Employee Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

Z: Forms Holiday Comp Time Holiday Pay Request Form — Fire

# MEMORANDUM OF UNDERSTANDING

BETWEEN

REPRESENTATIVES OF

MANAGEMENT FOR THE CITY OF WEST COVINA

AND

WEST COVINA FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 3226

JULY 1, 2022~~12~~ THROUGH JUNE 30, 2025~~14~~

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**Commented [OY1]:** The Table of Contents will be revised upon finalization. Need to add page numbers to bottom of MOU pages upon finalization.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE REPRESENTATIVES OF  
MANAGEMENT FOR THE CITY OF WEST COVINA  
AND WEST COVINA FIREFIGHTERS' ASSOCIATION  
LOCAL #3226, I.A.F.F., AFL-CIO-CLC**

**PREAMBLE**

In the interest of maintaining harmonious and stable relationships between the City of West Covina (hereinafter City) and employees represented by the West Covina Firefighters' Association, (hereinafter referred to as the "Association"), representatives of management for the City and representatives of the Association have met and conferred in good faith regarding wages, hours, fringe benefits, and other terms and conditions of employment for employees represented by the Association.

The representatives have reached an understanding as to recommendations to be made to the City Council for the City of West Covina and have agreed that the parties hereto will jointly urge said Council to adopt one or more resolutions which will provide for the changes in wages, hours, fringe benefits, and other terms and conditions of employment contained in these joint recommendations.

**SECTION 1. RECOGNITION/REPRESENTATION UNIT**

The City hereby recognizes the West Covina Firefighters' Association Local #3226, I.A.F.F., for the term of the Memorandum of Understanding, notwithstanding any ordinance, resolution, rule, or regulation to the contrary as the majority representative of the employees in the bargaining unit which consists of Firefighters, Firefighter/Paramedics, Engineers, and Captains, subject to the right of an employee to represent himself/herself. The recognition requirements of Rule XVI, Section 16.3 of the Personnel Rules, City of West Covina, are waived for the term of this Memorandum. It is further agreed that during the term of this Memorandum of Understanding, no class will be removed from the bargaining unit except upon mutual agreement of the City and Association.

**SECTION 2. SCOPE AND PREVAILING RIGHTS**

It is the intent and purpose of this Memorandum to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or difference, which may arise, and to set forth herein the basic agreement between the parties concerning wage, hours and other terms and working conditions of employment.

**A. Employee and Employer Rights**

The parties hereto agree that except as stated herein, this agreement does not in any manner abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in the West Covina Municipal Code. It is understood that these rights and prerogatives of the City include but are not limited to determinations as to levels of service, manning requirements, work schedules, overtime assignments and approval, number and location of work stations, nature of work performed, contracting for any work for operations, employee performance standards, including but not limited to quality and quantity standards and reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of city services. It is further agreed that the City agrees to meet and confer with the Association regarding the impact of such management decisions on matters within the scope of representation.

**B. Maintenance of Benefits**

All rights and privileges and working conditions within the scope of representation in effect at the time of the signing of the agreement and not changed herein, in addition to all rights, privileges and working conditions provided for in the current Memorandum of Understanding, shall remain in full force and effect during the term of this agreement unless changed subsequent to completion of required meet and confer process.

**C. Contracting**

Should the City consider contracting out any bargaining unit work, it shall notify the Association of its intent for such work and meet and confer in good faith prior to the implementation if it impacts wages, benefits or conditions of employment. Absent such impacts, management shall be provided discretion in entering into agreements with other agencies.

**SECTION 3. TERM OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding shall remain in full force and effect from the date of approval by the City Council through midnight June 30, 20~~25~~<sup>4</sup>~~4~~. Terms and conditions of the Memorandum of Understanding shall continue, unless changed, by completion of the meet and confer process.

**SECTION 4. STATE AND FEDERAL OBLIGATIONS, SEPARABILITY**

**A. State and Federal Obligations**

This Memorandum shall not in any way interfere with the obligation of the parties hereto to comply with State and Federal law or any rule, legislation, regulation or order issued by such government authority pertaining to matters covered herein.



**B. Separability**

If any provision of this Memorandum or the application of this Memorandum should be rendered or declared invalid by any court action or by reason of any existing, pending, or subsequently enacted legislation, the remaining parts or portions of this Memorandum shall remain in full force and effect, and the parties shall meet and confer with regard to replacement or modification of the invalidated portions and the impact of the invalidation on the bargaining unit.

**SECTION 5. SALARY ADJUSTMENTS**

**A. Preamble**

In an effort to achieve salaries, which are competitive in the market, the City and the Association agree to work cooperatively to determine sources of additional revenue, areas of cost savings, and new methods of providing quality services to the community. Participation by the employees shall play a significant role in achieving departmental goals and maintaining a high level of productivity.

**B. Salary Administration — 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. Base Salary Increase**

Effective the first full pay period following ratification, the base salary shall increase by nine (9) percent.

Effective the first full pay period following July 1, 2023, the base salary shall increase by three (3) percent.

Effective the first full pay period following July 1, 2024, the base salary shall increase by three (3) percent.

**D. One-Time NonPERSable Essential Worker Pay**

Effective the first full pay period following ratification, each current employee in the bargaining unit as of the date of ratification shall receive a one-time non-PERSable essential worker pay of Five Thousand Dollars (\$5,000). Any employee who has previously received one-time Non-PERSable pay through a current MOU of another City bargaining unit is not eligible to receive this one-time pay.

**Commented [OY2]:** Revision pursuant to tentative agreement.

#### E. Deferred Compensation

The City shall match up to fifty dollars (\$50.00) per month for those employees that participate in a deferred compensation plan.

**Commented [JKP3]:** C and D from 2014-2016 Amendments.

#### **SECTION 6. FLSA CREDIT**

When an employee represented by the Association, during said employee's regular working hours, is engaged in ~~jury duty (up to seven work days)~~, special assignment and/or level I and level II training, the hours worked shall be considered as ~~compensatory time worked~~ actual hours worked for the purpose of the hours worked calculation for overtime under the Fair Labor and Standards Act. Special Assignments shall be those that benefit the department and/or the City and are authorized by the Fire Chief and shall include, but not be limited to, the following:

**Commented [OY4]:** Revision pursuant to tentative agreement.

- A. Public Education
- B. Committee Assignments
- C. Video Team
- D. Negotiations

Only the following leave time, with the exception of sick leave, shall be considered hours worked for the purpose of the hours worked calculation for overtime ~~compensable under FLSA shall include:~~

- A. Vacation Leave
- B. Comp Time Used
- ~~C. Holiday Leave~~

#### **SECTION 7. RETIREMENT**

**Public Employees' Retirement System** - The City's contract with the State of California Public Employees' Retirement System shall provide the following:

- A. Fourth Level of 1959 Survivor Benefits (Section 21574)
- B. Credit for unused sick leave. (Section 20862.2)
- C. Three percent (3%) at age fifty (50) formula. (Section 21362.2)
- D. The retirement formula for all new hires shall be the three percent (3%) at age fifty-five (55) formula. (Government Code Section 21363.1)
- E. One-half (1/2) pay continuance. (Section 21263) (Post Retirement Survivor)
- F. One year final Compensation. (Section 21367.53)

- G. As soon as practicable in September 2014, retirement benefits for all new employees hired on or after the effective date of the PERS contract amendment shall be computed using the Three Year Average Final Compensation Option pursuant to Government Code Section 20037.
- H. Retiree death benefit \$600 dollars. (Section 21367.53)
- I. PERS member contribution. Effective the first day of the pay period beginning on or after July 1, 2012, the Employee shall pay the normal members contribution (9% of salary) required under the Public Employees' Retirement System.
- J. Military service credit as public service. (Section 21024)
- K. Continuation of Pre-Retirement Death Benefits After Remarriage Of Survivor (Section 21551)
- L. Pre-Retirement Optional Settlement 7. Death Benefit (Section 71545)

## **SECTION 8. CAFETERIA PLAN**

~~Effective July 1, 2012,~~ Medical, Dental and Vision Insurance will be provided as set forth below for all bargaining unit members:

To comply with the Public Employees' Hospital and Medical Care Act (PEHMCA) the City will contribute the statutory minimum amount (~~\$415~~ 149 in ~~2022~~ 13 and a yet undetermined amount for ~~2023~~ 14) for the provision of medical insurance. In addition, the City will contribute an additional amounts for current bargaining unit members into a cafeteria plan in accordance with IRS Code section 125. Those additional amounts will be as follows:

- 1) **Health Insurance:** ~~An amount that when added to the PEHMCA statutory minimum amount is up to the Kaiser Full Family premium rate. If an employee chooses a plan that is less than Kaiser Full Family premium rate (e.g., Blue Shield two party), the amount provided for health insurance through the cafeteria plan will be the PERS statutory minimum plus the additional amount to pay for Blue shield two party premium rate. If an employee chooses a plan that is more than Kaiser Full Family premium rate (e.g., PERS Care Family), the amount provided for health insurance through the cafeteria plan will be the PERS statutory minimum plus the additional amount to pay Kaiser Full Family. The employee would pay the additional amount for the PERS Care Family plan premium through a payroll deduction.~~

An employee who selects an Employee only medical plan will receive a City contribution in an amount when added to the PEMCHA statutory minimum equals the monthly Kaiser Employee Only medical premium.

An employee who selects an Employee Plus One medical plan will receive a City contribution in an amount when added to the PEMCHA statutory minimum amount equals the monthly Kaiser Employee 2-Party medical premium.

An employee who selects and Employee Plus Two or More plan will receive a City contribution in an amount when added to the PEMCHA statutory minimum amount equals the monthly Kaiser Family medical premium.

An employee who selects a single party plan with a monthly premium of less than \$600, will receive the difference between ~~that~~ the amount ~~of that premium~~ and \$600 in cash. An employee who does not take the City's health insurance and can demonstrate that he/she has health insurance from another source will receive \$600.00 per month. Under either of these two scenarios, that amount can be received as cash, placed in the employee's deferred compensation account or used to purchase dental or vision insurance above the amounts provided through the cafeteria plan ~~as described below.~~

- 2) **Dental Insurance:** In addition to the above amount, the cafeteria amount shall also include up to ~~\$62.2330.00~~ \$62.2330.00 monthly for dental insurance. If the dental insurance plan chosen by the member is less than ~~\$62.2330.00~~, the amount shall be the cost of the dental insurance chosen. If the dental insurance plan chosen by the member is equal to or more than ~~\$62.2330.00~~, per month, the amount shall be ~~\$62.2330.00~~ \$62.2330.00
- 3) **Vision Insurance:** In addition to the above amounts for medical and dental, the cafeteria amount shall also include up to ~~\$45.4240.04~~ \$45.4240.04 monthly for vision insurance. If the vision insurance plan chosen by the member is less than ~~\$45.4240.04~~, the amount shall be the cost of the vision insurance chosen. If the vision insurance plan chosen by the member is equal to or more than ~~\$45.4240.04~~ per month, the amount shall be ~~\$45.4240.04~~ \$45.4240.04.

**Commented [JKP5]:** All changes in this section from 2014-2016 Amendments.

**Commented [JKP6]:** From 2014-2016 Amendments

**Commented [JKP7]:** From 2014-2016 Amendments

#### **SECTION 9. RETIREE HEALTH SAVINGS PLAN (RHS)**

A. Employees will contribute \$50 per month to the RHS Plan.

~~A.B.~~ The City will contribute \$50.00 per month to the employees RHS Plan.

C. The RHS Plan will be subject to regulatory and provider regulations.

~~B.D.~~ For employees on or after July 1, 2012, the City shall contribute and additional \$150.00 per month for a total of \$200.00 per month to those employees' RHS Plan.

**Commented [JKP8]:** Both sections B and D from 2014-2016 Amendments

#### **SECTION 10. RETIREE HEALTH INSURANCE**

The City contracts with CalPERS for the provision of health insurance. To comply with the Public Employees' Hospital and Medical Care Act, the City will contribute the statutory minimum amount (\$~~149.45~~ in 2022~~43~~ and a yet undetermined amount for 2023~~44~~) for the provision of retiree medical insurance for all retirees in the bargaining unit.

In addition to the provision of the statutory minimum amount for all retirees, to comply with PEHMCA, the City will provide a retiree longevity stipend to offset the cost of retiree medical benefits as follows:

- 1) **Tier 1 Employees:** For employees hired prior to July 1, 2012 with a minimum of five years sworn service with the West Covina Fire Department, when they retire from the City, each month the City will contribute up to nine hundred thirty-one dollars and twenty six cents (\$931.26) minus the PERS statutory minimum for that year into a qualified Health Reimbursement Account (HRA). The City will cover all administrative costs associated with the HRA and benefits will not be reduced to retirees as a result of administrative fees/costs. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum. The money placed into the HRA by the City on behalf of the retiree will be available to be used to purchase health insurance

If the retiree chooses a plan that is less \$931.26, the amount the City will contribute into the HRA per month will be the amount of the plan chosen minus the PERS statutory minimum for that year. If the retiree chooses a plan that is \$931.26 or more, the amount the City will contribute into the HRA per month will be \$931.26 minus the PERS statutory minimum for that year. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum.

Effective January 1, 2013, for employees hired prior to July 1, 2012 with a minimum of five years sworn service with the West Covina Fire Department, when they retire from the City, each month the City will contribute up to one thousand four dollars and eighty cents (\$1,004.80) minus the PERS statutory minimum for that year into a qualified Health Reimbursement Account (HRA). The money placed into the HRA by the City on behalf of the retiree will be available to be used to purchase health insurance. The City will cover all administrative costs associated with the HRA and benefits will not be reduced to retirees as a result of administrative fees/costs. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum.

Effective January 1, 2013, if the retiree chooses a plan that is less \$1,004.80, the amount the City will contribute into the HRA per month will be the amount of the plan chosen minus the PERS statutory minimum for that year. If the retiree chooses a plan that is \$1,004.80 or more, the amount the City will

contribute into the HRA per month will be \$1,004.80 minus the PERS statutory minimum for that year. The City will cover all administrative costs associated with the HRA and benefits will not be reduced to retirees as a result of administrative fees/costs. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum.

Employees hired prior to July 1, 2012 with less than five years sworn service with the West Covina Fire Department are not eligible for the retiree longevity stipend, until they reach five years of service.

- 2) **Tier 2 Employees'** Employees hired on or after July 1, 2012 will not receive the retiree longevity stipend, but like all retirees of the City, as set forth above, the City will contribute the PERS statutory minimum amount on the retiree's behalf.

#### Dental Insurance

The City shall permit retirees to participate at their own cost, and at no cost to the City, in the City's group dental plan, if permissible by the current plan.

Commented [JKP9]: From 2014-2016 amendments.

#### **SECTION 11. RETIREE LIFE INSURANCE**

The City shall authorize the classes represented by the Association, who retire from the City to purchase life insurance through the City's plan, if permissible. The City shall contribute up to sixty-six dollars (\$66) per year to offset the premium for the minimum ten thousand dollar (\$10,000) policy for each such employee for the remainder of their retirement.

#### **SECTION 12. PERS EMPLOYEE CONTRIBUTION AND COST SHARING**

The Employee who qualifies as a "Classic Member" shall pay the entire nine percent (9%) member contribution to the Public Employees' Retirement System and an additional six percent (6%) of compensation earnable towards the employer contribution pursuant to cost sharing for a total contribution of fifteen percent (15%). The contributions above the full statutorily required employee contribution to the CalPERS system shall be made pursuant to California 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 until a successor agreement is in place. The Employee who qualifies as a "New Member" shall pay 50% of the applicable normal cost as their member contribution (California Government Code Section 7522.30(c)).

Commented [OY10]: Revision pursuant to tentative agreement.

~~The Employee shall pay the entire nine percent (9%) member contribution to the Public Employees' Retirement System.~~

### **SECTION 13. SUPPLEMENTAL RETIREMENT PLAN**

The City will provide to those employees in the Firefighters' unit who concurrently retire from the City and Cal PERS, a supplemental retirement plan that will provide a benefit based on 0.89% of PERSable compensation.

1. The age and years of service factors utilized by PERS will be multiplied by 0.89% of their single highest year PERSable compensation to determine this benefit value.
2. This benefit will be paid monthly and will include a 2% cost of living adjustment each year during the life of the retiree.
3. At the time of retirement, employees can make a one-time election to receive either the ongoing monthly stipends or a lump sum payment based on the present value of those annual stipends. Ongoing stipends that have an actuarially determined net present value of less than \$5,000 will automatically receive the lump sum distribution.
4. Employees must have at least one year of full-time employment with the City of West Covina to qualify for this benefit. Employees must be vested in CalPERS (minimum of 5 years) to qualify for this benefit.
5. Employees hired on or after July 1, 2012, will not receive the benefits provided in this Section.

### **SECTION 14. UNIFORM ALLOWANCE**

The City shall provide a uniform allowance of \$~~1,000~~750 per year to each employee. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such ~~to CalPERS. pursuant to Title 2 CGR, Section 571(a)(5) as Uniform Allowance for the purchase, rental and/or maintenance of the required uniforms.~~

Commented [JKP11]: From 2014-2016 amendments

### **SECTION 15. FIRE SERVICE SENIORITY PAY**

In recognition of sworn service the City shall provide all sworn fire personnel covered by this agreement additional compensation for years of service as follows:

~~10 years of service: 15 years of service: 20 years of service: 25 years of service:~~

2% of base salary  
 3% of base salary  
 4.5% of base salary  
 7% of base salary

<u>Years of Service</u>	<u>Firefighter</u>	<u>Firefighter Paramedic</u>	<u>Engineer</u>	<u>Captain</u>
<u>5</u>	<u>\$133.00</u>	<u>\$155.00</u>	<u>\$155.00</u>	<u>\$181.00</u>
<u>10</u>	<u>\$266.00</u>	<u>\$310.00</u>	<u>\$310.00</u>	<u>\$363.00</u>
<u>15</u>	<u>\$333.00</u>	<u>\$388.00</u>	<u>\$388.00</u>	<u>\$454.00</u>
<u>20</u>	<u>\$433.00</u>	<u>\$504.00</u>	<u>\$504.00</u>	<u>\$590.00</u>
<u>25</u>	<u>\$599.00</u>	<u>\$698.00</u>	<u>\$698.00</u>	<u>\$816.00</u>

Commented [JKP12]: From 2014-2016 Amendments

All sworn fire personnel covered by this agreement shall include years of service from other full time paid fire suppression positions with a comparable fire agency in determining eligibility. A maximum of 5 years from comparable fire agencies shall be allowed.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(1) as Longevity Pay.

## SECTION 16. EDUCATIONAL INCENTIVE

Employees represented by the Association shall be eligible for the following educational incentives in the month following the month in which the degree is obtained. If incentive pay is based on units a grade of "C" or above must be achieved, courses taken on a pass/fail grading system are acceptable as long as the eligible employee passes the course. If education pay is based on a completed degree the GPA is not considered.

Associate ~~of Arts~~ Degree or ~~E~~quivalent ~~(60 semester or 90 quarter units):~~

Firefighter	\$ <del>18</del> 35 per month
<u>Firefighter/Paramedic</u>	<u>\$195 per month</u>
Fire Engineer	\$ <del>19</del> 45 per month
Fire Captain	\$ <del>218</del> 468 per month

Associate ~~of Arts~~ Degree or ~~E~~quivalent ~~(60 semester or 90 quarter units):~~ plus

~~State Firefighter Certification II-Certificate:~~

Firefighter	\$ <del>320</del> 270 per month
<u>Firefighter/Paramedic</u>	<u>\$340 per month</u>
Fire Engineer	\$ <del>340</del> 290 per month
Fire Captain	\$ <del>38</del> 35 per month



Bachelor's Degree  
 Firefighter \$2835 per month  
 Firefighter/Paramedic \$295 per month  
 Fire Engineer \$2945 per month  
 Fire Captain \$318268 per month

Bachelor's Degree plus ~~State Firefighter Certification~~ II-Certificate:  
 Firefighter \$420370 per month  
 Firefighter/Paramedic \$440 per month  
 Fire Engineer \$440390 per month  
 Fire Captain \$4835 per month

Master's Degree:  
 Firefighter \$3835 per month  
 Firefighter/Paramedic \$395 per month  
 Fire Engineer \$3945 per month  
 Fire Captain \$485368 per month

Master's Degree plus ~~State Firefighter~~ Fire Certification II-Certificate:  
 Firefighter \$520470 per month  
 Firefighter/Paramedic \$540 per month  
 Fire Engineer \$540490 per month  
 Fire Captain \$585535 per month

Commented [JKP13]: From 2014-2016 Amendments.

In order for an employee to be eligible for an educational incentive pay increase for their Bachelor's or Master's Degree, said degree must be from an accredited institution and be in a field that supports the employee's job related responsibilities or has value to the organization (Department and/or City). An employee's Associates of Arts Degrees or equivalent college units will qualify the employee for educational incentive pay if the degree or college units are meeting general education requirements, support job related responsibilities or have value to the organization. Employees currently receiving educational pay for their degrees will continue to receive educational incentive pay under the new educational incentive pay program, subject only to proof that their degree is from an accredited institution.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) as Educational Incentive.

## SECTION 17. TUITION REIMBURSEMENT PROGRAM

- A. Unit employee's maximum tuition reimbursement (including books) shall be ~~six hundred and eighty six dollars (\$686)~~ \$2,736 per fiscal year.

Commented [JKP14]: From 2014-2016 Amendments.

- B. The specific details of the Tuition Reimbursement Program is set forth in Administrative Policy approved on August 13, 1992, and amended thereafter.

#### **SECTION 18. BILINGUAL PAY**

Employees with bilingual skills shall receive one hundred dollars (\$100) per month provided they possess and are using a language skill necessary for effective communication within the community, are assigned by the Fire Chief and have been certified by Human Resources. The Fire Chief shall determine the language skills necessary to effectively conduct fire business and activities with the citizens of the community, subject to approval of the City Manager. Human Resources shall certify, through testing, that the employee has a basic fundamental conversational skill level. Only one (1) allowance will be paid to an employee regardless of the number of certified languages.

The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) as Bilingual Premium.

#### **SECTION 19. SPECIAL PAY**

##### **A. Emergency Medical Technician Pay**

1. Engineers and Captains shall receive four percent (4%) above base salary for maintaining a current and valid EMT-P certification.
2. All classifications in this unit not receiving pay for maintaining his/her EMT-P certification, shall receive two percent (2%) above base salary for maintaining his/her current and valid EMT-I certificate. The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) as an educational premium.
3. Engineers and Captains shall receive a \$100 shift premium when serving as the assigned Paramedic on an Engine, Ladder Truck or Quint.

Commented [JKP15]: From MOU Side Letter 2017-2022

##### **B. Fire Investigator Pay**

1. Certified Level I, Fire Investigators shall receive one hundred dollars (\$100) per month.
2. Certified Level II, Fire Investigators shall receive two hundred and fifty dollars (\$250) per month.
3. The Fire Chief shall determine the number of positions eligible for Fire Investigator Pay.

The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) as a fire investigator premium.

## **SECTION 20. MILEAGE AND EXPENSE REIMBURSEMENT**

The City shall reimburse for mileage and expenses incurred during the course of City business consistent with the provisions of the City-wide Travel and Expense Reimbursement Policy. The mileage reimbursement rate shall be the rate set forth by the IRS.

## **SECTION 21. MINIMUM STAFFING POLICY**

The City will maintain a minimum staffing of Companies and Units as follows:

- A. Three-person engine companies (1 Captain, 1 Engineer, 1 Firefighter/~~Paramedic~~), one of whom shall be a Paramedic.
- B. One (1) four-person truck company (1 Captain, 1 Engineer, 2~~4~~ Firefighters ~~and 1 Firefighter/Paramedic or 1 Captain, 1 Engineer, and 2 Firefighter/Paramedics~~), one of whom shall be a paramedic. The City reserves the right to change the herein minimum staffing level as set forth in this subsection "B".
- C. Three (3) two-person paramedic rescue ambulances (2 Firefighters/Paramedics).
- D. The City shall maintain a maximum of 9 Firefighters positions.
- ~~C.~~E. New Hires: The Association and the City acknowledge that the current firefighter/paramedic model is resulting in unsustainable overtime liability for the City. To address the overtime issue, the parties have agreed that all new hires for the City will only be required to be firefighters.

Commented [JKP16]: From MOU Side Letter 2017-2022.

## **SECTION 22. ACTING TEMPORARY AND RANK FOR RANK COVERAGE**

Acting temporary and rank for rank coverage provisions shall be used only in the event of short time, temporary absences, i.e. Company Officer training meetings.

## **SECTION 23. JURY DUTY**

Personnel Rules X, Section 10.27, Jury Duty, Witness Leave shall be changed according to the following: Number 3: The City will grant an employee required to serve on jury duty or to report for examination to serve on jury duty one time for a maximum of 160 hours paid leave for such purposes during any three consecutive years of employment. All fees received by the employee for jury duty, exclusive of mileage, shall be remitted to the City.

## **SECTION 24. USE OF FACILITIES**

Official Association meetings involving Association members may be held in City facilities upon prior approval of City management and the meetings shall be private.

## **SECTION 25. SICK LEAVE**

Use of leave for reasons of illness or injury shall be administered in accordance with City Personnel Rule X, Section 10.21, except as noted by exception as follows:

### **A. Allowance/Accumulation**

Fire Department employees working on the platoon system shall accrue sick leave under the same conditions as general City employees and at the same rate using the 1:1.5 ratio factors.

### **B. Sick Leave Notification**

Employees shall make notification to the appropriate on duty Captain between 1700 hours and 0700 hours prior to a scheduled shift day. Sick leave call in before 1700 hours on a day prior to an employee's scheduled work date must be made by the employee by telephone to the on-duty Assistant Fire Chief. When calling in sick, call your station first. If your station is not in quarters, then call Station 2.

### **C. Physician Documentation**

To qualify for sick leave pay, an employee shall report any illness or disability to their on duty Captain or Assistant Fire Chief as indicated in Section B. If an employee is required to use sick leave for a period exceeding two (2) consecutive 24-hour shift days, a physician's statement may be required to confirm the employee's absence from work and/or their ability to continue work. Such statement shall describe the reason for the absence and, if appropriate, an expected date for the return of the employee to work. A physician's report may also be required to verify any absence of an employee due to an illness or disability of the employee's immediate family.

Proof of medical treatment may be required after absence due to illness or injury for periods extending three (3) non-consecutive shifts per calendar year. If documentation is to be required it will be requested before or during the time of the second normal shift day that the employee would have been working. If absence has been due to an off duty injury that prohibits return to full duty, the City reserves the right to require an evaluation by the City's occupational physician at the City's expense.

### **D. Sick Leave Recuperation**

Sick leave is provided for the purpose of recuperating from illness or injury. Participation in other work or recreational activities is not considered appropriate use of sick leave time. Employees may be contacted at any time while on sick leave to secure an update on health status unless on extended sick leave or where regular contact is deemed impractical or unnecessary due to a physician's statement or other approved documentation.

**E. Immediate Family**

No more than three shifts for fire platoon employees 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, and not more than three shifts for fire platoon employees of sick leave within any calendar year may be granted to an employee for each absence due to death of his/her immediate family. The phrase "immediate family" is construed to mean the grandparent, parent, spouse, domestic partner, in-laws, child, stepchild, grandchild, brother, or sister.

**F. Sick Leave Annual Payoff Program**

The employee Sick Leave Annual Payoff Program shall be administrated as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular employee.
2. The maximum amount of sick leave hours cashed each calendar year at the employee's hourly rate is eighty (80) hours.
3. Each employee must carry over to a sick leave "bank" a minimum of sixty four (64) current year unused hours in December, and may request cash payment for any hours above sixty four (64) current year unused hours or may add it to the sick leave bank.
4. Sick leave used by an employee during each calendar year will be charged against the employee's current year earnings.
5. If sixty four (64) 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. To qualify for this program, employees shall not be allowed to change sick leave to other forms of paid leave.

**G. Sick leave on Termination**

Employees upon termination of continuous service, other than by discharge, shall be paid for 50 percent of all sick leave accrued between 480 hours and 1200 hours. The maximum total payoff would be the equivalent of 360 hours at full pay.

#### **SECTION 26. BEREAVEMENT LEAVE**

Personnel Rules X, Section 10.25, as they relate to fire unit members, shall be amended according to the following: Three shifts of said leave per occurrence will be available to a fire platoon shift employee in the event of the death of said employee's grandparent, parent, spouse, in-laws, child, stepchild, grandchild, brother, or sister. If additional bereavement leave is necessary, a department head must approve it. This leave is supplemental to the current sick leave program.

#### **SECTION 27. HOLIDAYS**

Holidays shall be granted on the basis of one holiday (12 hours) per month with no specific date designated to all classifications represented by this Memorandum. On an annual basis, employees can elect to take said time as follows:

- A. Holiday Pay = 12 hours (per month)
- B. Holiday Leave Time (Comp) = 8 hours (per month)

Election must be made by December 1<sup>st</sup> of the previous calendar year. See attached Appendix 1 Holiday Leave Time/Holiday Pay Request Form. If an employee terminates prior to the effective date of the traditional holiday, the holiday pay will be deducted from the final check.

#### **SECTION 28. MINIMUM CALLBACK**

Approved overtime for Fire Department employees entitled to it shall include only hours worked when employees are requested or required to return to, work by their department from off duty, provided however, that such employees shall receive a minimum of three hours pay for hours worked of three hours or less.

#### **SECTION 29. REQUIRED HOLD OVER AND CALLBACK**

The City reaffirms its right to require - on a mandatory basis - the hold over of employees or to the calling of employees back to work during their off-duty time when conditions necessitate, as determined by the Department Head.

#### **SECTION 30. EDUCATIONAL LEAVE**

When assigned by the Fire Chief, employees may be granted leave with pay for educational purposes to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's skills and professional ability.

Training activities are to be organized in the following categories for the purpose of administration and Compensation:

LEVEL I - Activities that the Department requires individuals to attend and are necessary for the employee to do his/her job.

The Department will pay registration, per diem, mileage, lodging, and coverage for the individual's position consistent with the appropriate City policy. Overtime will be paid if the individual is off duty while attending. If the individual is on duty they shall return to scheduled duty after the activity is over. When individuals attend multi-day programs that are out of the local area they will be covered on scheduled workdays and given overtime for the amount of actual hours conducting Department related activities. One 24 hour shift of work missed equals two nine (9) hour days of training.

LEVEL II - Activities either published by the Department or those that are initiated by the employee without being suggested by the Department.

Attendance requires approval of the Fire Chief. Administered the same as Level I with the exception that the individual will not receive overtime pay and if related to Association business only coverage is provided.

LEVEL III - Classes and work-related seminars that the individual requests and college-level courses that the individual attends

The Department will reimburse tuition or registration fees similar to those for the Tuition Reimbursement Program in the case of classes or seminars that are not eligible for reimbursement under the City's Tuition Reimbursement Program with the approval of the Fire Chief.

### **SECTION 31. TRANSFER AND BID SYSTEM**

Introduction: The following Transfer and Bid System program will remain in effect during the term of this MOU. If problems occur during the term of the MOU, the City and the Association will meet to look at alternative approaches to resolve those problems. If the problems cannot be worked out to the satisfaction of both parties, the City will revert back to its previously effective Transfer and Rotation programs.

- A.** There shall be two types of transfers:
1. Employee Requested

2. City Initiated

**B. Open Position Transfer:**

1. When a station assignment has been vacated it may be filled through the open position transfer process, which takes into consideration employee requests.
2. Notice of vacancies shall be posted on City bulletin boards.
3. Any employee desiring to fill a vacant position must submit a request, in writing, to the City within seven (7) calendar days of posting of the notice.
4. If more than one employee requests to be transferred to an open position, seniority in rank shall be considered.
5. The City shall have the prerogative to grant or deny a request for transfer.
6. The transfer request will be approved or denied, in writing, within fourteen (14) calendar days of posting.

**C. Mutual Agreement Transfers:**

1. Employees of equal rank may request transfers.
2. Requests for transfers shall be submitted, in writing, through regular channels to the City.
3. The City may either grant or deny the request for transfer.
4. The request, approved or disapproved, shall be returned to the employee within fourteen (14) calendar days of receipt of the request.

**D. Annual Bid System:**

1. Station assignments shall be open for bid according to the following:
  - a. All classes shall have the option of bidding for transfer to be effective in January of each year.
  - b. Fire Captains shall have the opportunity to bid for transfer each year.
  - c. Fire Engineers shall have the opportunity to bid for transfer each year.
  - d. Firefighters and Paramedics shall have the opportunity to bid for transfer each year.
2. All transfer requests shall be processed in accordance with the following provisions:
  - a. All transfer requests shall be submitted to the City no later than 1700 hours on December 1st of the year preceding the actual transfer.
  - b. If more than one employee bids to the same station, assignment and seniority in rank shall be considered.
3. The approval or denial of a request for transfer shall not be subject to the grievance or appeal process.

**E. City-Initiated Transfers:**

The City reserves the right to initiate transfer of personnel to meet the needs of the organization, taking into consideration concerns of employees.



- F. The decision to transfer, or the denial of a request to transfer, pursuant to all categories of transfer mentioned herein shall not be subject to the grievance procedure or appeal process.

## **SECTION 32. VACATION**

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.

- A. Vacation time shall be taken in 24-hour periods, except for one 24-hour period that may be taken in four (4) to twelve (12) hour increments, per calendar year utilizing the following procedure:
1. The person requesting the time must find their own relief.
  2. The date and time desired off must be posted on E-mail or notified by telephone so that each of the other shifts will have worked at least one full 24 hour shift.
  3. Persons wanting to work the hours shall respond by E-mail or personal contact to the person requesting the time off.
  4. There shall be a record kept of the hours taken off in four (4) to twelve (12) hour increments and the hours of the people who worked the overtime.
  5. The person with the lowest hours will have the option of working the overtime hours, in the case of a tie it will go to the person with the highest seniority.
  6. It is the responsibility of the person taking the time off to determine who has the lowest hours.
  7. Once the person agrees to work the overtime hours and the hours are logged in Telestaff (if the overtime is 12 hours or greater), the person is responsible to work the time.
  8. The person taking the time off is responsible for notifying their Captain of the requested time so it can be logged on Telestaff.
  9. The hours are logged at the time of notification of the overtime, not at the time of the actual OT.
  10. Hours shall be zeroed out at the end of every year.

11. With an Assistant Fire Chief's approval, an employee may call for a vacation day between 1800 hours the day before and 0700 hours the day of said vacation.

- B. Eligible unit employees shall earn and accumulate to a maximum vacation leave paid at the fifty-six (56) hourly rate as follows.

Months of Service	Hours Accumulated Per Pay Period	Hours Accumulated Per Month	Maximum Accruals
1 - 60*	4.62	10.00	3
61 - 108	6.93	15.00	4
109 - 120	7.38	16.00	4
121 - 132	7.85	17.00	4
133 - 144	8.31	18.00	4
145 - 156	8.77	19.00	4
157 - 167	9.23	20.00	4
168 - 179	9.69	21.00	4
180 - 191	10.15	22.00	5
192+	10.62	23.00	5

At the completion of 60 months, add 60 hours of vacation leave.

- C. Vacation days cannot be canceled after 1800 hours the day before. Limitations on the number of people allowed off on vacation per shift:

~~2~~3 Captains  
~~2~~3 Engineers  
1 Firefighter and ~~3~~2 Firefighter/Paramedics or  
~~4~~3 Firefighter/ Paramedics

**Commented [OY17]:** Revision pursuant to tentative agreement.

### SECTION 33. OVERTIME

Overtime distribution will be the responsibility of IAFF Local 3226 and will be in accordance with the West Covina Fire Department policy on overtime.

### SECTION 34. COMPENSATORY TIME

- A. Unit employees may elect to receive compensatory time off in lieu of pay for overtime hours worked. Employees may elect to receive part compensatory time off and part overtime 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. A maximum of 112.5 shifts (2,700 hours) department-wide will be available to all unit employees to be taken as compensatory time during each calendar year. Taking compensatory time in lieu of pay for overtime hours worked will be on a first come first serve basis until the 112.5 shifts (2,700 hours) for the calendar year has been exhausted. For purposes of this section the calendar year will begin on the first day of the first pay period beginning on or after January 1 of each year.
- C. Unit employees working overtime hours that were created as a result of another unit employee utilizing compensatory time off shall not receive Compensatory time off in lieu of pay for those overtime hours worked.
- D. Unit employees may accumulate up to a total of one hundred and forty-four (144) compensatory hours.
- E. No member of the WFCMA may work more than a **maximum of 48 hours** of Compensatory Overtime prior to **April 30**. On **May 1**, all remaining compensatory hours will be available to all members, within the established guidelines set forth in Section 30 within the Memorandum of Understanding.
- F. Once compensatory time off is selected and approved by management, the employee may not request cash payment for these hours. Upon separation of employment, the employee shall be paid for accumulated compensatory time.
- G. 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. All compensatory time utilized as paid leave by an employee shall be debited from their accrued compensatory time bank.
- H. All current rules covering the use of vacation time will also apply to the use of compensatory time. It will be the responsibility of the person requesting compensatory time off in lieu of pay for overtime hours worked to inform the Station 2 Captain when accepting the overtime position that the employee is electing to receive compensatory time off in lieu of pay.

#### **SECTION 35. DISCIPLINE — FIREFIGHTER BILL OF RIGHTS**

Personnel rules XIV, Section 14.4 is hereby set forth in the attached Exhibit A, and amended thereafter.

#### **SECTION 36. GRIEVANCE PROCEDURE**

Refer to Personnel Rule XV, Grievance and Complaint Procedure.

#### **SECTION 37. PAYROLL DEDUCTIONS**

It is mutually agreed that the City will, during the term of this agreement, deduct monies and remit to the Association as authorized by employee payroll deduction authorization in the same manner as in effect prior to the effective date of this agreement.

## **SECTION 38 LAYOFF POLICY AND PROCEDURE**

Refer to Personnel Rule XI, Layoff/Reemployment.

## **SECTION 39. DISABILITY DISCRIMINATION**

- A. The City's policy shall be to make such efforts as are consistent with federal and state laws to place physically or mentally disabled employees in such positions that can be made available in the City service where their disabilities will not affect the performance of their duties. This policy will extend to all terms, conditions and privileges of employment.

The Americans With Disabilities Act (ADA) accommodation for individuals on a case-by-case basis. Prior to accommodation for individuals on a case-by-case basis. Prior to the City providing an accommodation, which would be contrary to negotiated agreements, the City shall provide written notice of intent to disregard provisions and shall meet and confer over options prior to implementation.

The City has a legal obligation to meet with individual employees as necessary to discuss possible accommodation before any adjustments are made to working conditions. The Association shall be notified prior to the implementation of proposed accommodations by the City, which affects an employee or group of employees within their respective bargaining unit. Accommodations provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of past practice in any grievance process.

- B. No employee shall hold any position in a class where such individual poses a risk to the health or safety of the individual or others.

## **SECTION 40. MISCELLANEOUS LEAVES OF ABSENCE**

In conformance with Resolution 1277 and Rule X of the Personnel Rules and Regulations of the City of West Covina, upon the written request of an employee stating the reasons therefore, leaves of absence with or without pay up to a maximum of one year may be granted for such purposes as to attend school, handle personal business, if temporarily incapacitated or for some other satisfactory reason. The granting of a leave of absence entitles an employee to return to his classification before or at the expiration of his leave of absence. Therefore, a leave of absence shall be granted only to an employee who intends to return to his classification with the City.

## **SECTION 41. WORKERS' COMPENSATION**

The City will recognize applicable current Workers' Compensation Law.

**SECTION 42. SAFETY EQUIPMENT**

The City agrees to furnish or otherwise provide all safety equipment for each fire safety employee as may be required by law, judicial mandate, or administrative regulation.

**SECTION 43. NOTICE OF FUTURE MEET AND CONFER**

If the Association 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 employee members represented by the Association, which would take effect on or after July 1, 20~~25~~<sup>14</sup>, the Association shall serve upon the City Manager a written request to meet and confer.

**West Covina Firefighters' Association Local #3226  
IAFF, AFL-CIO, CLC**

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Terry Paredes  
President

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Mike Hambel  
Vice-President

**City of West Covina**

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David Carmany  
City Manager

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Helen Tran  
Human Resources/Risk Management Director

**EXHIBIT "A"**

**FIREFIGHTER BILL OF RIGHTS PROCEDURE**

The following appeals procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act.

1. **DEFINITIONS**

- a. The term "firefighter" means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief who is identified as such. The classifications of employees who are firefighters include: Firefighters, Firefighter/Paramedics, Fire Engineers, Fire Captains and Assistant Fire Chiefs.
- b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

2. **APPEAL OF A PUNITIVE ACTION NOT INVOLVING DISCHARGE,  
DEMOTION OR SUSPENSION OF A FIREFIGHTER FOR MORE THAN FIVE  
(5) SHIFTS/DAYS**

Pursuant to Government Code § 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a discharge, demotion or a suspension greater than five (5) shifts/days.

- a. Notice of Appeal- Within five (5) calendar days of receipt by a firefighter of notification of punitive action as set forth above, the firefighter shall notify the Fire Chief in writing of the firefighter's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
- b. Presiding Officer- In an informal hearing, the Fire Chief or his/her designee shall be the presiding officer. The Fire Chief or his/her designee shall conduct the informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code §11425.40, then the City Manager or his/her designee shall serve as the Presiding Officer. In such cases, the determination of the City Manager shall be final and binding.
- i. Burden of Proof- The employer shall bear the burden of proof at the hearing. If the action being appealed does not involve allegations of misconduct by

the employer, the limited purpose of the hearing shall be to provide the officer the opportunity to establish a record of the circumstances surrounding the action. The Department's burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department's burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.

ii. However, if the punitive action involves charges of misconduct, the Department shall have the burden of proving by a preponderance of the evidence the facts, which form the basis for the charge and that the punitive action was reasonable under the circumstances.

d. Conduct of Hearing-

i. formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence, which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

ii. The parties may present opening statements.

iii. The parties may present evidence through documents and testimony.

aa. Witnesses shall testify under oath.

bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05- 11450.50.

cc. Unless the punitive action involves a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.

iv. Following the presentation of evidence, if any, the parties may submit oral-and/or-written closing arguments for-consideration by the hearing officer.

e. Recording of the Hearing- If the punitive action involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

f. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.



g. Decision- The decision shall be in writing pursuant to Government Code §11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

3. APPEAL OF A DISCIPLINARY DECISION INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OF A FIREFIGHTER FOR MORE THAN FIVE (5) SHIFTS/DAYS

a. In those instances where the procedures in Government Code §§ 11400, et seq. are inapplicable to an administrative appeal, the administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

b. Notice of Discipline as Accusation- The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, et seq. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq.

c. Administrative Law Judge- Pursuant to Government Code § 11512, the City has determined that appeals shall continue to be heard by the Human Resources Commission with the administrative law judge presiding at the hearing, pursuant to Government Code § 11512(b). The administrative law judge shall rule on the admission and exclusion of evidence and advise the Human Resources Commission on matters of law. The Human Resources Commission shall exercise all other powers relating to the conduct of the hearing.

d. Time and Place of Hearing- Pursuant to Government Code § 11508, unless otherwise decided by the Human Resources Commission, a hearing shall be conducted at West Covina City Hall at a time to be determined by the Human Resources Commission.

e. Notice of the Hearing –Notice of the hearing shall be provided to the parties pursuant to Government Code § 11509

f. The Human Resources Commission (known formerly as, and sometimes referred to as, the Personnel Commission) may recommend to sustain or modify the disciplinary action taken when it appears in the record that there was a substantial violation or omission of procedure or where the specific evidence produced in the hearing warrants such recommendation. In all instances, the Human Resources Commission shall certify copies of its findings and recommendations to the City Manager, and to the

appellant employee. The City Manager, shall then affirm, revoke or modify the original action taken. Such affirmation, revocation, or modification taken shall be final. Judicial review of the City Manager's decision may be had pursuant to

Government Code § 11523.

**APPENDIX "A-1"**

**CITY OF WEST COVINA  
FIREFIGHTER'S ASSOCIATION CLASSIFICATIONS**

The following are those classifications, which have been recognized by the City to be assigned to the Firefighter's Association.

**JOB TITLES/CLASSIFICATIONS**

Firefighter  
Firefighter Paramedic  
Fire Engineer  
Fire Captain

## APPENDIX A-2 FIREFIGHTER'S ASSOCIATION SALARY RANGES

Effective September 20, 2022 – 9% COLA <i>Effective the first full pay period following ratification</i>						
Position Title	Grade	Monthly Base Pay				
		Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	FR010	\$6,685	\$7,020	\$7,371	\$7,739	\$8,126
Firefighter/Paramedic	FR020	\$7,791	\$8,182	\$8,590	\$9,020	\$9,471
Fire Engineer	FR030	\$7,791	\$8,182	\$8,590	\$9,020	\$9,471
Fire Captain	FR040	\$9,110	\$9,566	\$10,044	\$10,547	\$11,074
Effective July 1, 2023 – 3% COLA <i>Effective the first full pay period following July 1, 2023</i>						
Position Title	Grade	Monthly Base Pay				
		Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	FR010	\$6,886	\$7,230	\$7,592	\$7,971	\$8,370
Firefighter/Paramedic	FR020	\$8,025	\$8,427	\$8,848	\$9,290	\$9,755
Fire Engineer	FR030	\$8,025	\$8,427	\$8,848	\$9,290	\$9,755
Fire Captain	FR040	\$9,384	\$9,853	\$10,346	\$10,863	\$11,407
Effective July 1, 2024 – 3% COLA <i>Effective the first full pay period following July 1, 2024</i>						
Position Title	Grade	Monthly Base Pay				
		Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	FR010	\$7,092	\$7,447	\$7,819	\$8,210	\$8,621
Firefighter/Paramedic	FR020	\$8,266	\$8,680	\$9,113	\$9,569	\$10,048
Fire Engineer	FR030	\$8,266	\$8,680	\$9,113	\$9,569	\$10,048
Fire Captain	FR040	\$9,665	\$10,148	\$10,656	\$11,189	\$11,749

**APPENDIX "A-3"**



**HOLIDAY LEAVE TIME/HOLIDAY PAY**

**- Request Form -**

Employee Name:

Date:

Indicate your preference for Holiday Leave time to be either credited to your Holiday Leave Time record as 8 hours per month or payment of 12 hours of Holiday Pay per month. Holiday Pay is paid at straight time, but is subject to PERS.

Return this form to your Payroll Timekeeper no later than December 1<sup>st</sup> of the prior year to which the leave will be taken.

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**THIS SELECTION CANNOT BE CHANGED ONCE IT IS MADE**

**I ELECT:**

- ☐ Holiday Pay
- ☐ Holiday Leave (Comp) Time

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

Z: Forms Holiday Comp Time Holiday Pay Request Form — Fire





## AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

**DATE:** October 4, 2022

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT:** CONSIDERATION OF DIAL-A-RIDE SERVICE AREA

### RECOMMENDATION:

It is recommended that the City Council:

1. Provide direction relative to the Dial-A-Ride and Uber Pilot service areas; and
2. Authorize the City Manager to negotiate and execute all necessary documents, in such form as approved by the City Attorney, to carry out the City Council's direction.

### BACKGROUND:

Through a contracted vendor, the City provides Dial-A-Ride (DAR) service, which is a shared-ride transportation service for seniors (age 55 and older) as well as persons with disabilities residing within West Covina. DAR service operates Monday through Friday from 8:00 a.m. until 5:30 p.m. and Sunday from 8:00 a.m. until 2:30 p.m. The fare is \$0.50 each way.

Currently, clients may travel to/from any location within City limits for any purpose. The service area extends 3 miles outside City limits for medical trips only.

### DISCUSSION:

At the September 20, 2022 meeting, the City Council expressed a desire to reconsider the current distance limit and exception criteria. Proposed revisions included: a distance of three (3) miles outside the city limit for any purpose, the inclusion of specific medical sites, such as the City of Hope in Duarte and the Emanate Foothill Presbyterian Hospital in Glendora, as well as taking suggestions from clients on an ongoing basis.

The table below provides a summary of criteria for the DAR programs of neighboring cities.

City	Exceptions for Travel Beyond City Limits	Maximum Distance/Approved Locations
Baldwin Park	Medical	5-mile radius (City Hall)
Covina	Medical and Government Buildings	3 miles outside + Kaiser Baldwin Park; Kaiser Irwindale; City of Hope

El Monte	Medical	5-mile radius (City Hall)
La Puente	Medical and Dental	5 miles outside
Glendora	Medical	<ul style="list-style-type: none"> <li>• City of Hope</li> <li>• Inter-Community Hospital</li> <li>• Kaiser Permanente Baldwin Park Medical Center</li> <li>• Kaiser Permanente San Dimas Medical Offices</li> <li>• Kaiser Permanente Irwindale Medical Offices</li> <li>• Pomona Valley Hospital</li> <li>• Queen of the Valley Hospital</li> </ul>
Monrovia	Medical	3 miles outside and City of Hope
Rosemead	None	5 miles outside + Kaiser Baldwin Park and Huntington Memorial Pasadena (non-emergency)

Because the recently approved Uber Pilot Program includes the current DAR distance limits and exception criteria, it is recommended that any revisions to current criteria be made across both programs for consistency.

**Prepared by:** Kelly McDonald, Public Services Manager

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