



## **CITY OF WEST COVINA**

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

**SEPTEMBER 5, 2023, 7:00 PM  
REGULAR MEETING**

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

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

*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 SEPTEMBER 5, 2023, 7:00 PM  
REGULAR MEETING**

### **INVOCATION**

Led by Pastor Samuel Martinez from Amazing Love Ministries

### **PLEDGE OF ALLEGIANCE**

Led by Councilman Cantos

### **ROLL CALL**

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

### **PRESENTATIONS**

- Certificate of Recognition Honoring Sherry Fischer as 2023 Citizen of the Year
- Certificate of Recognition Honoring West Covina Little League's 2023 Season Accomplishments

### **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 AUGUST 15, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE AUGUST 15, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

Consideration of Approval of the August 15, 2023, City Council/Successor Agency Regular Session Meeting Minutes and the August 15, 2023, City Council/Successor Agency Regular Closed Session Meeting Minutes.

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

- 2) **CONSIDERATION OF THE SECOND READING OF ORDINANCE NO. 2515 - PERTAINING TO REQUIREMENTS AND STANDARDS ALLOWING BEER AND WINE SALES AT SERVICE STATIONS AS AN AUXILIARY USE**



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

**ORDINANCE NO. 2515 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA TO AMEND CHAPTER 26 OF THE WEST COVINA MUNICIPAL CODE TO ALLOW ALCOHOL (BEER AND WINE) SALES AT SERVICE STATIONS AND FINDING THE ORDINANCE IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)**

**3) AN ORDINANCE ADOPTING AN AMENDED MILITARY EQUIPMENT POLICY GOVERNING THE USE OF MILITARY EQUIPMENT**

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

**ORDINANCE NO. 2516 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING AN AMENDED MILITARY EQUIPMENT POLICY GOVERNING THE USE OF MILITARY EQUIPMENT PURSUANT TO ASSEMBLY BILL 481**

**COMMUNITY DEVELOPMENT**

**4) CONSIDERATION OF ACCEPTANCE OF WORK FOR SOLAR PV SYSTEM CONSTRUCTION PROJECT - PROJECT NO. 20418**

It is recommended that the City Council accept the work performed by Motive Energy Storage Systems, Inc. (MESSI) for the Solar PV System Construction Project (Project No. 21033) with a final contract amount of \$4,673,215.34.

**5) CONSIDERATION OF CONSTRUCTION AGREEMENT FOR CORTEZ PARK SPORTS FIELD LIGHTING - PROJECT NO. 22016**

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

1. Award the construction agreement for the Cortez Park Sports Field Lighting Project (Project No. 22016) to F.E.C. Electric, Inc. as the lowest responsible bidder;
2. Authorize the Acting City Manager to execute an agreement with F.E.C. Electric, Inc. for \$233,500.00;
3. Authorize the City Manager to negotiate and execute any amendments up to 15% of the awarded agreement amount;
4. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).

**6) CONSIDERATION OF MEMORANDUM OF AGREEMENT WITH THE COUNTY OF LOS ANGELES AND THE CITIES OF BALDWIN PARK, COVINA, GLENDORA, INDUSTRY, LA PUENTE, AND SOUTH EL MONTE REGARDING IMPLEMENTATION OF THE COORDINATED INTEGRATED MONITORING PROGRAM FOR THE UPPER SAN GABRIEL RIVER WATERSHED**

It is recommended that the City Council authorize the Acting City Manager to execute the Memorandum of Agreement between West Covina and the County of Los Angeles, the Los Angeles Flood Control District, and the Cities of Baldwin Park, Covina, Glendora, Industry, La Puente and South El Monte regarding the administration and cost sharing for the implementation of the Coordinated Integrated Monitoring Program for the Upper San Gabriel River Watershed.

## **HUMAN RESOURCES/RISK MANAGEMENT**

### **7) CONSIDERATION OF PERSONNEL RULES AND EMPLOYER-EMPLOYEE RELATIONS RESOLUTION**

It is recommended that the City Council approve the following:

**RESOLUTION NO. 2023-73 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING NEW PERSONNEL RULES**

**RESOLUTION NO. 2023-65 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE EMPLOYER-EMPLOYEE RELATIONS RESOLUTION**

### **8) CONSIDERATION OF NEW JOB CLASSIFICATIONS AND SPECIFICATIONS FOR LANDSCAPE MAINTENANCE LEAD-WORKER AND MAINTENANCE SUPERVISOR**

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

**RESOLUTION NO. 2023-74 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF THE LANDSCAPE MAINTENANCE LEAD-WORKER CLASSIFICATION; AND**

**RESOLUTION NO. 2023-75 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF THE MAINTENANCE SUPERVISOR CLASSIFICATION**

## **POLICE DEPARTMENT**

### **9) CONSIDERATION OF INCREASING THE HOURLY PAY RATE FOR THE PART-TIME POLICE CADET POSITION AND THE AUXILIARY SAFETY RESERVE OFFICER POSITIONS.**

Staff recommends that the City Council adopt the following resolution:

**RESOLUTION NO. 2023-63 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING THE LIMITED SERVICE COMPENSATION SCHEDULE AND REPEALING RESOLUTION NO. 2022-128**

### **10) CONSIDERATION OF AWARD OF BID FOR POLICE DEPARTMENT BODY-WORN AND IN-CAR CAMERA SYSTEM**

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

1. Award Request for Proposals (RFP) No. 31-010 to Axon Enterprise, Inc. for the Police Department body-worn cameras, in-car cameras, and digital evidence management system; and
2. Authorize the Acting City Manager to negotiate and execute a Master Services and Purchasing Agreement and related documents with Axon Enterprise, Inc., in an amount not exceeding \$1,510,069.55 over five years, in such final form as approved by the City Attorney.

## **PUBLIC SERVICES**

**11) CONSIDERATION OF AWARD OF REQUEST FOR PROPOSALS NO. 61-021 FOR LANDSCAPE AND MAINTENANCE SERVICES FOR LANDSCAPE MAINTENANCE DISTRICTS AND SPORTSPLEX COASTAL SAGE AND SCRUB AREAS**

It is recommended that the City Council authorize the Acting City Manager to take the following actions:

1. Terminate existing agreement with Merchants Landscape Services, Inc. expiring December 31, 2023.
2. Award contract for Request for Proposal (RFP) No. 06-021 to Merchants Landscape Services, Inc. (Merchants) for landscape and maintenance of landscape maintenance districts and Sportsplex Coastal Sage and Scrub areas.
3. Authorize the Acting City Manager to negotiate and execute an agreement, in such final form as approved by the City Attorney, with Merchants Landscape Services, Inc. in the amount of \$3,840,000 for a five (5) year term.

**12) CONSIDERATION OF MOVE WC - UBER SERVICE AREA**

It is recommended that the City Council:

1. Approve including travel to and from Metrolink Stations in Baldwin Park and Covina, as well as Metro A (Blue) Rail Line Stations in Irwindale and Azusa, in the service area of the Move WC Program.
2. Authorize the Acting City Manager to execute amendments to the Uber Central Agreement and Uber Vouchers for Transit Agencies Agreement to reflect the revisions to the service area, in substantially the form as attached and in such final form as approved by the City Attorney.

**13) CONSIDERATION OF RATIFICATION OF AMENDMENT TO SUBAWARD AGREEMENT WITH COUNTY OF LOS ANGELES AGING AND DISABILITIES DEPARTMENT FOR OLDER AMERICANS ACT FUNDS FOR THE SENIOR MEALS PROGRAM**

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

1. Ratify Amendment Eleven to Elderly Nutrition Program (ENP) Subaward Number ENP202111 with the County of Los Angeles through its Aging and Disabilities Department and approve the acceptance of Older Americans Act Funds through the subaward; and
2. Authorize the City Manager to negotiate and execute agreements and approve purchase orders for meals from vendors on the County's list of approved caterers.

**14) APPROVAL OF PURCHASE ORDER FOR FORD FLEET CARE**

It is recommended that the City Council:

1. Authorize the Acting City Manager to issue a purchase order to Ford Fleet Care utilizing the Sourcewell Cooperative Purchasing Agreement for Fiscal Year 2023-2024.
2. Authorize the Acting City Manager to execute any purchase order change orders within the FY2023-24 budget for Fund 365, Fleet Management.

**END OF CONSENT CALENDAR**

**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**

Regular Meeting

Next Tentative City Council Meeting  
September 19, 2023

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

---

City of West Covina | Office of the City Manager

**DATE:** September 5, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: CONSIDERATION OF APPROVAL OF THE AUGUST 15, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE AUGUST 15, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

---

### **RECOMMENDATION:**

Consideration of Approval of the August 15, 2023, City Council/Successor Agency Regular Session Meeting Minutes and the August 15, 2023, City Council/Successor Agency Regular Closed Session Meeting Minutes.

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

---

### **Attachments**

Attachment No. 1 - 8/15/2023 Regular Meeting Minutes

Attachment No. 2 - 8/15/2023 Closes Session Minutes

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



## **CITY OF WEST COVINA**

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

**AUGUST 15, 2023, 7:00 PM  
REGULAR MEETING**

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

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

## **MINUTES**

### **CALL TO ORDER**

A Regular Session Meeting was called to order by Mayor Rosario Diaz on Tuesday, August 15th, 2023, at 7:07 p.m., in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California

### **INVOCATION**

Led by Pastor Matt Chavez from One & All

### **PLEDGE OF ALLEGIANCE**

Led by Mayor Diaz

### **ROLL CALL**

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

**REPORTING OUT FROM CLOSED SESSION**

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

**CLOSED SESSION**

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

1. William Mansour v. City of West Covina (LA Superior Court, Case No. 21STCV08130)

**2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Government Code § 54956.8**

1. Property: Property: 811 S. Sunset Ave, West Covina CA 91790 APN: 8468-016-904

Agency Negotiator: Morales, Duarte, Hildebrand

Negotiating Parties: The Olson Company, Day 3 Investments, LLC, City Ventures, Griffin Swinerton, Envision Hotel Partners, LLC, MLC Holdings, Inc.

Under Negotiations: Price and Terms of Purchase

2. Property: Property: City Owned Parcel Adjacent to Plaza West Covina APN: 8474-007-940

Agency Negotiator: Morales, Duarte, Hildebrand

Negotiating Parties: Project Passion, LLC

Under Negotiation: Price and Terms of Purchase

**3. PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code §54957(b)(1)  
Title: City Manager**

**4. CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code § 54957.6

City Negotiators: Morales, 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**

The City Council Meeting was Adjourned in Carolyn Arndt's name.

### **PRESENTATIONS**

- Certificate of Recognition Honoring Albert Nunez as Paramedic of the Year 2023 from Emanate Hospital (Queen of the Valley)
- Presentation of Check to the West Covina Community Services Foundation and Film It from West Covina Education

### **ORAL COMMUNICATIONS**

John Shewmaker  
Jill Dolan  
Dr. Martha Garcia  
Matthew Smith  
Bill Elliot  
David Schwartz  
Glenn Kennedy  
R. Robinson  
J.D

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

Presentation given by Ms. Morales

### **CONSENT CALENDAR**

***ACTION: Motion by Councilman Wu, Second by Councilman Cantos 5-0 to:***  
*Approve Consent Calendar Items 1 through 5 except for item 2*

***ACTION: Motion by Mayor Pro Tem Tabatabai, Second by Councilwoman Lopez-Viado 5-0 to: Approve Consent Calendar Item 2 (This item was pulled for discussion by Mayor Pro Tem Tabatabai).***

### **APPROVAL OF MEETING MINUTES**

- 1) **CONSIDERATION OF APPROVAL OF THE JULY 18, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE JULY 18, 2023, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

**Carried 5-0 to:** approve the July 18, 2023, City Council/successor Agency Regular Session Meeting Minutes and the July 18, 2023, City Council/successor Agency Regular Closed Session Meeting Minutes.

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

- 2) **CONSIDERATION OF PROPOSED APPOINTMENT OF ACTING HUMAN RESOURCES AND RISK MANAGEMENT DIRECTOR**

**Carried 5-0 to:** approve the Acting City Manager's proposed appointment of Stephanie Sikkema as Acting Human Resources and Risk Management Director effective June 1, 2023.

#### **FINANCE DEPARTMENT**

- 3) **CONSIDERATION OF NEW CONTRACT FOR MICROSOFT ENTERPRISE AGREEMENT WITH DELL MARKETING L.P.**

**Carried 5-0 to:** approve the following:

1. Approve a new three-year agreement with Dell Marketing LP in the amount of \$139,704.67 per year for a total of \$419,114.01 for the City Hall's Microsoft Enterprise Agreement product licenses and support services, on the same terms and conditions afforded to Riverside County through the Licensing Solution Provider Agreement Number PSA 0001524 and Riverside County's Microsoft Enterprise Agreement (Master Agreement No. 8084445).
2. Approve a new three-year agreement with Dell Marketing LP in the amount of in the amount of \$74,622.15 per year for a total of \$223,866.45 for the Police Department's Microsoft Enterprise Agreement product licenses and support services, on the same terms and conditions afforded to Riverside County through the Licensing Solution Provider Agreement Number PSA 0001524 and Riverside County's Microsoft Enterprise Agreement (Master Agreement No. 8084445).
3. Authorize the Acting City Manager to execute the new agreements and any documents necessary in connection with the agreements for both City Hall and the Police Department, in such final form as approved by the City Attorney.

**POLICE DEPARTMENT**

**4) AN ORDINANCE ADOPTING AN AMENDED MILITARY EQUIPMENT POLICY GOVERNING THE USE OF MILITARY EQUIPMENT**

**Carried 5-0 to:** introduce the following ordinance:

**ORDINANCE NO. 2516 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING AN AMENDED MILITARY EQUIPMENT POLICY GOVERNING THE USE OF MILITARY EQUIPMENT PURSUANT TO ASSEMBLY BILL 481**

**5) CONSIDERATION OF APPLICATION FOR 2023 JUSTICE ASSISTANCE GRANT FROM U.S. DEPARTMENT OF JUSTICE**

**Carried 5-0 to:** review the proposed FY 2023 Edward Byrne Memorial Justice Assistance Grant (“JAG”) Program application items and authorize the following:

1. Submittal of the application and acceptance of the award totaling \$20,869; and
2. Designation of the Mayor, Acting City Manager and Acting City Manager's designee to certify and execute all grant related documents.

**END OF CONSENT CALENDAR**

**HEARINGS**

**PUBLIC HEARINGS**

**6) PUBLIC HEARING REGARDING CODE AMENDMENT NO. 23-02 AND ORDINANCE NO. 2515 PERTAINING TO REQUIREMENTS AND STANDARDS THAT WOULD ALLOW BEER AND WINE SALES AT SERVICE STATIONS AS AN AUXILIARY USE**

**Public Comments in Favor**

Rosemarie Valerio  
Patricia Valerro  
Henry Ghalambar  
Hoshi  
Jamie Shepherd  
Herbert Monterrosa  
Soohi Shoker  
Sally Moraca  
Mario Sebalvarro  
Mr. G

**Public Comments Neither in Favor nor Opposed**

Jerri Potras  
Glen Kennedy

**Public Comments in Opposition.**

Shahrzad Shuzgher  
JD  
Steve Bennett

---End of Public Comment---

***ACTION: Motion by Councilman Wu, Second by Councilman Cantos 5-1 (No: Tabatabai) to:*** take the following actions: Conduct the public hearing; and approve the proposed ordinance with the following exceptions: adding flock cameras as a condition of approval, and removing the language regarding payphones.

**ORDINANCE NO. 2515 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA TO AMEND CHAPTER 26 OF THE WEST COVINA MUNICIPAL CODE TO ALLOW ALCOHOL (BEER AND WINE) SALES AT SERVICE STATIONS AND FINDING THE ORDINANCE IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)**

**DEPARTMENTAL REGULAR MATTERS**

**CITY CLERK'S OFFICE**

**7) COST OF SERVICES STUDY**

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

1. Receive and file the Cost of Services Study Prepared by Revenue & Cost Specialists, LLC;
2. Direct that the Cost of Services study be publicly disseminated, including at community workshops on August 28, 2023, and September 6, 2023; and
3. Schedule a public hearing for consideration of approval of the new fee schedule at the October 3, 2023, City Council Meeting.

**8) CONSIDERATION OF DESIGNATION OF VOTING DELEGATE AND ALTERNATES FOR LEAGUE OF CALIFORNIA CITIES 2023 ANNUAL CONFERENCE GENERAL ASSEMBLY**

**Carried 5-0 to:** designate Mayor Diaz as voting delegate and Councilman Cantos as voting delegate alternative for the League of California Cities 2023 Annual Conference and Expo, Annual Business Meeting (during General Assembly).

**PUBLIC SERVICES**

**9) CONSIDERATION OF TRANSIT OPTIONS AND TRANSPORTATION AND LEASE AGREEMENTS WITH MV TRANSPORTATION, INC.**

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

1. Provide staff direction relative to a preferred transit option to move forward with a procurement process;
2. Approve a one (1) year extension to both the Transportation Services Agreement and the Lease Agreement with MV Transportation, Inc., extending the terms of both agreements through September 2, 2024; and
3. Authorize the Acting City Manager to negotiate and execute all necessary documents, in such final form as approved by the City Attorney, to carry out the City Council's direction.

**MAYOR/COUNCILMEMBERS REPORTS**

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

**CITY COUNCIL COMMENTS**

The following comments by Council were made:

- Councilman Cantos thanked the community for their support in donating school supplies to West Covina students.
- Councilman Wu reminded everybody that Film It West Covina will take place Friday, August 18<sup>th</sup> at 6:00 pm.
- Mayor Pro Tem Tabatabai expressed his condolences for the passing of Carolyn Arndt.
- Councilwoman Lopez-Viado shared her concern for safety in the city and the rising crime in LA County. She noted the increased graffiti and requested the city send out reminders to residents on the different ways they can report it. She also thanked the West Covina Police Department for all their work.
- Councilwoman Lopez-Viado asked for a follow up on her previous request for the city to consider having their own prosecutor.

- Councilman Wu expressed the difference he believes the installation of flock cameras will have on crime in the city.
- Mayor Diaz agreed with Councilwoman Lopez Viado and Councilman Wu's sentiments regarding crime.

**ADJOURNMENT**

A motion to adjourn the Regular Meeting was made by Mayor Diaz, and the meeting was adjourned at 11:42 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, September 5th, 2023, at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

---

Lisa Sherrick  
Assistant City Clerk

---

Rosario Diaz  
Mayor



**CITY OF WEST COVINA**

**CITY COUNCIL/SUCCESSOR AGENCY**

**AUGUST 15, 2023, 6:00 PM  
REGULAR MEETING - CLOSED SESSION**

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

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

**Minutes**

**CALL TO ORDER**

A Regular Session Meeting was called to order by Mayor Rosario Diaz on Tuesday, August 15th, 2023, at 6:01 p.m., in the Management Resource Center Conference Room Chambers, 1444 West Garvey Avenue South, West Covina, California

**ROLL CALL**

Council Members

Present: Council Members Tony Wu, Ollie Cantos, Letty Lopez Viado, Mayor Pro Tem Brian Tabatabai, Mayor Rosario Diaz

Council Members

Absent: None

City Staff: Paulina Morales, Acting City Manager, Thomas Duarte, City Attorney, Roxanne Lerma, Assistant City Manager, Stephanie Sikkema, Finance Director and Interim Human Resources and Risk Management Director, Russell Hildebrand, City Attorney, Sally Frontman, Attorney from Kessel & Megrabyan

**PUBLIC COMMENTS ON ITEMS ON THE AGENDA**

None

**CLOSED SESSION**

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

1. William Mansour v. City of West Covina (LA Superior Court, Case No. 21STCV08130)

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Government Code § 54956.8

1. Property: Property: 811 S. Sunset Ave, West Covina CA 91790 APN: 8468-016-904

Agency Negotiator: Morales, Duarte, Hildebrand

Negotiating Parties: The Olson Company, Day 3 Investments, LLC, City Ventures, Griffin Swinerton, Envision Hotel Partners, LLC, MLC Holdings, Inc.

Under Negotiations: Price and Terms of Purchase

2. Property: Property: City Owned Parcel Adjacent to Plaza West Covina APN: 8474-007-940

Agency Negotiator: Morales, Duarte, Hildebrand

Negotiating Parties: Project Passion, LLC

Under Negotiation: Price and Terms of Purchase

3. PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code §54957(b)(1)  
Title: City Manager

4. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Morales, 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**

City Attorney Tom Duarte stated that there was nothing to report.

**ADJOURNMENT**

A motion to adjourn the Closed Session Meeting was made by Mayor Diaz and the meeting was adjourned at 6:59 pm. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday September 5, 2023, 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:

---

Lisa Sherrick  
Assistant City Clerk

---

Rosario Diaz  
Mayor



## AGENDA STAFF REPORT

---

City of West Covina | Office of the City Manager

**DATE:** September 5, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: CONSIDERATION OF THE SECOND READING OF ORDINANCE NO. 2515 -  
PERTAINING TO REQUIREMENTS AND STANDARDS ALLOWING BEER AND WINE  
SALES AT SERVICE STATIONS AS AN AUXILIARY USE**

---

### RECOMMENDATION:

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

**ORDINANCE NO. 2515 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA TO AMEND CHAPTER 26 OF THE WEST COVINA MUNICIPAL CODE TO ALLOW ALCOHOL (BEER AND WINE) SALES AT SERVICE STATIONS AND FINDING THE ORDINANCE IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)**

### BACKGROUND:

#### Planning Commission Review

At the April 25, 2023 Planning Commission meeting, the Planning Commission adopted Resolution No. 23-6126 recommending that the City Council deny Code Amendment No. 23-02 with the added recommendation to consider putting this matter on the General Election ballot. The Planning Commission also directed staff to provide the City Council survey information of what if any restrictions other cities place, obtain crime impact information, provide information on economic impacts/sales tax, research including a 2,000 square foot convenience store floor area minimum as a qualifier, and research incorporating a requirement to provide information on relevant crime statistics as part of the CUP application (if adopted).

#### City Council Review

The City Council held a public hearing and introduced Ordinance No. 2515 at the August 15, 2023 City Council meeting. During the public hearing, several members of the public spoke both in favor and in opposition to the Ordinance. The City Council voted 4-1 to approve the draft Ordinance with the following minor revisions:

1. Removal of the outdated standard prohibiting pay phones
2. Revision of the standard pertaining to the prohibition of video games, as staff recommended, to clarify that systems utilizing other means of payment are included
3. Inclusion of a requirement for the installation of a Flock Safety camera with license plate recognition

that is integrated with the West Covina Police Department's system.

## **DISCUSSION:**

Ordinance No. 2515 has been revised to reflect the City Council's direction during the August 15, 2023 public hearing.

The adoption of the ordinance does not automatically allow the issuance of an alcohol license for service stations to sell beer and wine for off-site consumption. The adoption of the ordinance allows owners of service stations the ability to apply for a conditional use permit for Planning Commission consideration through a public hearing process. Alcohol licenses will be issued by the California Department of Alcoholic Beverage Control if the City approves the individual conditional use permit.

It is requested that the City Council adopt Ordinance No. 2515. The ordinance will take effect on the 31st day following adoption, which is on or about October 6, 2023.

## **General Plan Consistency**

The Ordinance is consistent with Policy 2.1 (Maintain and enhance the City's current tax base) and Action 2.1a (Continue to strengthen the City's retail base) of the General Plan. The code amendment would allow service station convenience stores to better compete with similar sized markets, which may improve their generation of taxable sales for the City.

## **LEGAL REVIEW:**

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

## **OPTIONS:**

The City Council has the following options:

1. Adopt Ordinance No. 2515; or
2. Provide alternative direction.

## **ENVIRONMENTAL REVIEW:**

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and is found to be exempt pursuant to CEQA Guidelines Section 15061(b)(3), in that the proposed action consists of a code amendment, which does not have the potential for causing a significant effect on the environment.

**Prepared by:** Jo-Anne Burns, Planning Manager

---

## **Fiscal Impact**

### **FISCAL IMPACT:**

Per the City's sales tax consultant, HdL Companies, convenience stores with liquor typically generate approximately \$7,500 in annual sales tax. However, it is also likely that new liquor sales at a convenience store may cannibalize some of the sales of liquor at other stores, so the additional annual sales tax from the liquor sold at a convenience store will be minimal.

---

## **Attachments**

Attachment No. 1 - Ordinance No. 2515

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

ORDINANCE NO. 2515

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA TO AMEND CHAPTER 26 OF THE WEST COVINA MUNICIPAL CODE TO ALLOW ALCOHOL (BEER AND WINE) SALES AT SERVICE STATIONS AND FINDING THE ORDINANCE IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)**

**WHEREAS**, the City's provisions regarding alcohol uses were last updated in 2017; and

**WHEREAS**, the City currently does not allow alcohol sales at service stations; and

**WHEREAS**, on February 6, 2023, Mohsen Karimi submitted a Code Amendment application requesting to amend Chapter 26 (Zoning) of the West Covina Municipal Code to allow the sale of beer and wine at service stations; and

**WHEREAS**, on April 25, 2023, the Planning Commission conducted a duly advertised public hearing as prescribed by law regarding proposed Code Amendment No. 23-02. At the conclusion of the hearing, the Planning Commission voted to recommend that the City Council deny Code Amendment No. 23-02; and

**WHEREAS**, on August 15, 2023, the City Council, upon giving the required notice, conducted a duly advertised public hearing as prescribed by law on the proposed ordinance; and

**WHEREAS**, based on review of the State CEQA Guidelines, the City Council finds and determines that the proposed ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment; and

**WHEREAS**, the City Council has duly considered all information presented to it, including written staff reports and any testimony provided at the public hearing, with all testimony received being made a part of the public record.

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

**SECTION 1.** Amendment to Section 26-597. Section 26-597 of the West Covina Municipal Code is hereby amended to include the following use within the table, to be inserted consistent with alphabetical ordering:

			M	M	M	M											
	R	R	F	F	F	F	O	N	R	S	C	C	M	I		P	O
	A	1	8	15	20	45	P	C	C	C	2	3	1	P		B	S
<u>Alcohol off-sale, service stations (see art XII, div. 15)</u>								<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>				

**SECTION 2.** Amendment to Section 26-664. Section 26-664 of the West Covina Municipal Code is hereby amended as follows:

- (a) A service station shall not be established or maintained without facilities to pump gasoline.
- (b) Garage, mechanical repair service not specifically mentioned in Section 26-663, including but not limited to the following items are prohibited:
  - (1) Battery repair.
  - (2) Tire rebuilding or recapping.
  - (3) Painting.
  - (4) Body work.
  - (5) Steam cleaning or radiator repair.
  - (6) Transmission rebuilding.
  - (7) Motor repairs involving the removal of the head or crank case.
- ~~(c) Sale of alcoholic beverages.~~
- ~~(d)~~ (c) Subleasing of floor space or site area except for any use specifically authorized by section 26-663, subparagraphs (a) through (i), (k) and (m).

**SECTION 3.** Amendment to Section 26-685.103. Section 26-685.103 of the West Covina Municipal Code is hereby amended as follows:

An administrative use permit is required in specified commercial and manufacturing zones for any business that sells alcohol for off-site consumption-, except for service stations that sell alcohol, which requires a conditional use permit pursuant to Section 26-685.103.3.

**SECTION 4.** Amendment to Chapter 26. Section 26-685.103.3 is hereby added to Division 15 of Article XII of Chapter 26 of the West Covina Municipal Code to read as follows:

Sec. 26-685.103.3 Service Stations Selling Beer and Wine for Off-Premises Consumption

- (a) Conditional Use Permit Required. Any service station located in specified commercial and manufacturing zones may sell beer and wine for off-site consumption with a conditional use permit. The sales of distilled spirits shall not be allowed.
- (1) The site shall comply with all current development standards for service stations as set forth in the West Covina Municipal Code, including, but not limited to, the minimum number of parking spaces prior to the approval of a conditional use permit to allow off-sale of alcohol.

(b) Unless otherwise noted, the following requirements shall apply to all gasoline service stations selling beer and wine:

- (1) A maximum of ten (10) percent of the retail floor area shall be allowed for the display and sale of alcohol. Merchandise stacking shall not be included in the retail floor area calculation when determining the maximum area for display and alcohol sales.
- (2) The sale of beer in quantities fewer than three containers is prohibited and no alcoholic beverage shall be sold in unit quantities less than the distributor's intended resale units.
- (3) No beer and wine shall be displayed within five feet of the cash register or front door.
- (4) The advertisement of beer and wine shall not be permitted at motor fuel islands.
- (5) Identification card reader is required to determine the authenticity of the identification that displays the age of the individual.
- (6) No beer and wine shall be sold from or displayed in an ice tub.
- (7) No coin or other fee-based operated video games or video entertainment machines shall be permitted on the premises.
- (8) Signage shall be posted in the parking lot and on the exterior of the building notifying persons that alcohol shall not be consumed on the premises.
- (9) Signs shall be prominently posted, stating that California State Law prohibits the sale of beer and wine to persons under the age of 21 years.
- (10) A CCTV surveillance system shall be installed that views and records all areas within the interior of the store sales floor and the exterior of the gasoline station, including all points of ingress/egress from the street.
- (11) A Flock Safety camera with license plate recognition that is integrated with the Police Department's system shall be installed at every vehicle entry/exit points for the site.

**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) (Common Sense Exception).

**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. Certification.** The City Clerk shall certify passage of this Ordinance and shall cause the same to be published as required by law.

**SECTION 8. Effective Date.** This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

**PASSED, APPROVED AND ADOPTED on this 5th day of September, 2023.**

---

Rosario Diaz  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

---

Thomas P. Duarte  
City Attorney

---

Lisa Sherrick  
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2515 was introduced at a regular meeting of the City Council held on the 15th day of August, 2023, and adopted at a regular meeting of the City Council held on the 5th day of September, 2023, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Lisa Sherrick  
Assistant City Clerk



## AGENDA STAFF REPORT

---

City of West Covina | Office of the City Manager

**DATE:** September 5, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: AN ORDINANCE ADOPTING AN AMENDED MILITARY EQUIPMENT POLICY  
GOVERNING THE USE OF MILITARY EQUIPMENT**

---

**RECOMMENDATION:**

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

**ORDINANCE NO. 2516 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST  
COVINA, CALIFORNIA, ADOPTING AN AMENDED MILITARY EQUIPMENT POLICY  
GOVERNING THE USE OF MILITARY EQUIPMENT PURSUANT TO ASSEMBLY BILL 481**

**BACKGROUND:**

On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481"), relating to the use of "military equipment" by law enforcement agencies in California. AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, and used by law enforcement agencies. AB 481, codified in California Government Code sections 7070 through 7075, requires a law enforcement agency to obtain authorization from its governing body, via adoption of a military equipment use policy via ordinance, approving the use of military equipment.

On May 17, 2022, City Council adopted Ordinance No. 2497, which adopted a Military Equipment Policy (Attachment No. 1). The ordinance went into effect on June 17, 2022.

The Police Department has identified additional items that are considered "military equipment" under AB 481. To comply with AB 481, the policy must be updated to incorporate the additional items.

At the August 15, 2023 City Council meeting, the City Council introduced Ordinance No. 2516, which will amend the current Military Equipment Policy.

**DISCUSSION:**



The City's military equipment inventory is set forth in Attachment No. 2. Previously approved equipment is reflected in black font. Additional proposed equipment is reflected in green font. The additional equipment is needed due to the end-of-life of the current model of Unmanned Aircraft Systems (UASs) owned and operated by the Police Department. The older model is no longer being produced and will not be able to be repaired if needed. Approving the acquisition and use of the new UASs will ensure continuous response for public safety.

These items provide trained WCPD officers with vital tools that facilitate compliance with its stringent use of force policy. It is essential that WCPD officers continue to have access to equipment that will provide as many options as possible to safeguard lives, ensure safety, and protect civil liberties. The use of these tools is vital to WCPD's mission and will continue to be strictly regulated through internal processes and oversight.

Staff recommends that the City Council adopt Ordinance No. 2516, adopting an amended military equipment policy. The Ordinance will take effect on the 31st day following adoption, which is on or about October 6, 2023.

#### **LEGAL REVIEW:**

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

#### **OPTIONS:**

The City Council has the following options:

1. Adopt Ordinance No. 2516; or
2. Provide alternative direction.

---

#### **Fiscal Impact**

##### **FISCAL IMPACT:**

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

---

#### **Attachments**

Attachment No. 1 - Ordinance No. 2497

Attachment No. 2 - Proposed Inventory

Attachment No. 3 - Ordinance No. 2516

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety

ORDINANCE NO. 2497

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF WEST COVINA, CALIFORNIA, ADOPTING A  
MILITARY EQUIPMENT POLICY GOVERNING THE USE  
OF MILITARY EQUIPMENT PURSUANT TO ASSEMBLY  
BILL 481**

**WHEREAS**, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481"), relating to the use of military equipment by California law enforcement agencies; and

**WHEREAS**, AB 481 became effective January 1, 2022 and is codified at Sections 7070 through 7057 of Chapter 12.8 of Division 7 of Title 1 of the California Government Code; and

**WHEREAS**, the term "military equipment" is defined in California Government Code Section 7070; and

**WHEREAS**, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, and used; and

**WHEREAS**, AB 481 requires, among other things, that a law enforcement agency obtain approval of the governing body, by an ordinance adopting a military equipment use policy that includes a description of the equipment, quantity, capabilities, expected lifespan, purposes and authorized uses, fiscal impact, legal and procedural rules governing authorized uses, required training, and mechanisms to ensure compliance with the agency's use policy, prior to taking certain actions relating to the funding, acquisition or use of military equipment, including military equipment acquired prior to January 1, 2022; and

**WHEREAS**, the West Covina Police Department is in possession of certain items of equipment that qualify as "military equipment" under AB 481 and further intends to acquire other items of military equipment; and

**WHEREAS**, the West Covina Police Department has prepared a proposed Military Equipment Policy, attached hereto as Exhibit "A" and incorporated herein; and

**WHEREAS**, the Police Department made the proposed Military Equipment Policy available on the Police Department's website for at least 30 days prior to the first public meeting concerning the proposed Military Equipment Policy on April 19, 2022; and

**WHEREAS**, as required by AB 481, the City Council determines as follows:

- (a) the military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and
- (b) the proposed Military Equipment Policy will safeguard the public's health, welfare, safety, civil rights, and civil liberties; and

- (c) the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and
- (d) prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

**WHEREAS**, the proposed Military Equipment Policy satisfies the requirements of California Government Code Section 7070(d); 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 ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

**SECTION 2. Approval of Military Equipment Policy.** The City Council, having received the information required under AB 481 regarding the West Covina Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to and hereby approves the Military Equipment Policy attached hereto as Exhibit "A." The Military Equipment Policy shall govern the approval, acquisition, use and reporting of military equipment by the West Covina Police Department.

**SECTION 3. Environmental Compliance.** The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance will have a significant effect on the environment. The Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act pursuant to Section 15061(b)(3) (General Rule) of Title 14 of the California Code of Regulations.

**SECTION 4. Inconsistencies.** Any provision of the West Covina Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

**SECTION 5. Uncodified Ordinance.** This Ordinance shall not be codified in the West Covina Municipal Code unless and until the City Council so ordains.

**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 as required by law.

**PASSED, APPROVED AND ADOPTED** this 17th day of May, 2022.



Dario Castellanos  
Mayor

**APPROVED AS TO FORM**



Thomas P. Duarte  
City Attorney

**ATTEST**



For: Lisa Sherrick  
Assistant City Clerk



**EXHIBIT A**  
**MILITARY EQUIPMENT POLICY**

# Military Equipment

## 716.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, use, and reporting requirements of military equipment, as defined in Government Code § 7070, in accordance with Assembly Bill No. 481 of 2021 (codified at Government Code §§ 7070-7075).

### 716.1.1 DEFINITIONS

Definitions related to this policy include:

**Governing body** – The elected or appointed body that oversees the Department.

**Military equipment** – The meaning set forth in Government Code § 7070(c), as amended from time to time, and includes the following:

- (a) Unmanned, remotely piloted, powered aerial or ground vehicles.
- (b) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- (c) High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- (d) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
- (e) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- (f) Weaponized aircraft, vessels, or vehicles of any kind.
- (g) Battering rams, slugs, and breaching apparatuses that are explosive in nature. Items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded.
- (h) Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- (i) Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms and ammunition.
- (j) Any firearm or firearm accessory that is designed to launch explosive projectiles.
- (k) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
- (l) TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- (m) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

# West Covina Police Department

## West Covina PD Policy Manual

### *Military Equipment*

---

- (n) Any other equipment as determined by a governing body or a state agency to require additional oversight.
- (o) Notwithstanding paragraphs (a) through (n), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

#### **716.2 POLICY**

It is the policy of the West Covina Police Department that members of this Department comply with the provisions of Government Code §§ 7071-7072 with respect to military equipment.

#### **716.3 MILITARY EQUIPMENT COORDINATOR**

The Chief of Police shall designate a member of this Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as a liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of West Covina Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  - 1. Coordinating with the City Clerk's Office to publicize the details of the meeting.
  - 2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and governing body.
- (g) Ensuring the annual report is made available on the Department website (Government Code § 7072).
- (h) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

#### **716.4 MILITARY EQUIPMENT INVENTORY**

The following constitutes a list of qualifying equipment for the Department:

[WCPD Military Equipment Inventory](#)



# West Covina Police Department

## West Covina PD Policy Manual

### *Military Equipment*

---

#### **716.5 APPROVAL**

The Chief of Police or their authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or their authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the Department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following, as outlined in Government Code § 7071:

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

#### **716.6 COORDINATION WITH OTHER JURISDICTIONS**

As established through past practice and mutual aid agreements, any jurisdiction through contract, mutual aid agreement, or request must accept the Department's policies and procedures governing the deployment of equipment utilized by West Covina Police Department employees. This is reciprocal to other law enforcement agencies.

Military equipment used by any member of this Department shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

The West Covina Police Department hereby adopts the military equipment use policy as is approved and may be amended from time to time, under Government Code § 7070 et seq., for jurisdictions that the West Covina Police Department may engage with to provide mutual aid. This section is in no way a limitation to the ability of the West Covina Police Department to deploy or use the military equipment of another jurisdiction.

# West Covina Police Department

## West Covina PD Policy Manual

### *Military Equipment*

---

#### **716.7 ANNUAL REPORT**

Upon approval of a military equipment policy, the Chief of Police or their authorized designee shall submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or their authorized designee shall also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

#### **716.8 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

#### **716.9 COMPLIANCE PROCEDURE**

This procedure is to ensure compliance with the military equipment use policy. All complaints, concerns, or questions submitted regarding this policy will be handled pursuant to the Department's normal complaint process and be handled in a timely manner.

## Attachments

## **WCPD Military Equipment Inventory.pdf**

## **Military Equipment Inventory Attachment to Policy 715**

**1. Unmanned Aircraft System (UAS):** An unmanned aircraft along with the associated equipment necessary to control it remotely.

**a. Description, quantity, capabilities, and purchase cost**

- i. DJI MAVIC MATRICE 210 | Cost: \$16,910 each | Quantity: 2 | UAS weighing approximately 13.5 lbs., approximately 30 minutes of flight time, and attachments including FLIR camera, spotlight, optical zoom camera, and ability to record video.
- ii. DJI SPARK | Cost: \$500 each | Quantity: 3 | UAS with a single-color camera, weighs approximately 0.6 lbs., approximately 15-20 minutes of flight time, and has video recording capabilities.
- iii. DJI PHANTOM 4 Pro | Cost: \$3,500 each | Quantity: 2 | UAS that weighs approximately 3 lbs., approximately 30 minutes of flight time, and is capable of video recording.

**b. Purpose**

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

- i. Major collision investigations
- ii. Search for missing persons
- iii. Natural disaster management
- iv. Crime scene photography
- v. Special Problems Detail [Special Weapons and Tactics (SWAT)/Hostage Negotiations Team (HNT)], tactical, or other public safety and life preservation missions
- vi. In response to specific requests from local, state, or federal fire authorities for major incidents

**c. Authorized Use**

Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.

**d. Expected Lifespan**

All UAS Equipment: 3 to 7 years

**e. Fiscal Impact**

All UAS Equipment: Annual maintenance and battery replacement cost are approximately \$0 to \$3,000

**f. Training**

All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend a basic UAS operator course and ongoing bi-monthly unit training.

**g. Legal and Procedural Rules**

Use is established in FAA Regulation 14 CFR Part 107, and the Department's UAS policy (Unmanned Aerial System (UAS) Operations). It is the policy of the Department to utilize UAS only for official law enforcement purposes and according to State and Federal law.

**2. Unmanned, Remotely Piloted, Ground Vehicles (Robots):** A remotely controlled unmanned machine that operates on the ground, which is utilized to enhance the safety of the community and officers.

**a. Description, quantity, capabilities, and cost**

- i. iRobot PacBot Model BB2590 | Cost: \$0 each | Quantity: 3 | The PacBot is a heavy-duty battery-powered robot. It has a stair-climbing ability and an arm capable of lifting several pounds. The PacBot is also equipped with a camera that can provide a live video and audio feed to the operator.
- ii. iRobot PacBot PCC | Cost: \$0 each | Quantity: 3 | The PacBot PCC is a suitcase-style monitor and controller that the operator uses to operate the iRobot PacBot robot. The suitcase is rugged and robust and utilizes 110 volts to operate.
- b. Purpose  
To be used to remotely gain visual data, deliver an HNT phone, open doors, and clear buildings without requiring an officer to enter.
- c. Authorized Use  
Only assigned operators who have completed the required training shall be permitted to operate the robots.
- d. Expected Lifespan  
All robots: 3 to 5 years
- e. Fiscal Impact  
All robots: Annual maintenance and battery replacement cost are approximately \$0 to \$5,000
- f. Training  
All robot operators must complete an 8-hour Department training to operate the robots during live operations. Operators also complete reoccurring training throughout the year.
- g. Legal and Procedural Rules  
It is the policy of the Department to utilize a robot only for official law enforcement purposes and according to State and Federal law.

**3. Armored Vehicle:** Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

- a. Description, quantity, capabilities, and purchase cost
  - i. 2012 BAE Systems Tactical Vehicle Systems Mine Resistant Ambush Protected (MRAP) Vehicle | Cost: \$0 each (Obtained through the Federal 1033 Program) | Quantity: 1 | The Mine Resistant Ambush Protected Vehicle is an armored vehicle that seats 10 personnel with an open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. Provides greater levels of survivability and mobility to navigate challenging and unpredictable environments. Greater survivability is achieved through an enhanced monolithic floor, a strengthened chassis frame, and highly effective blast absorbing seats.
  - ii. Cadillac Gage Commando Ranger, Peacekeeper | Cost: \$0 each (Obtained through the Federal 1033 Program) | Quantity: 1 | The Peacekeeper is an armored vehicle that seats 8 personnel with an open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.
  - iii. Lenco Bearcat, G2 | Cost: \$304,630 each | Quantity: 1 | The Bearcat is an armored vehicle that seats 10 to 12 personnel with an open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.
- b. Purpose
  - i. The MRAP has been exclusively designated as a Rescue Vehicle and will be referred to as the Rescue Vehicle or RV-1. The primary purpose of the Rescue Vehicle (RV-1) is to

perform high-risk rescues or rapid extractions of persons during times of crisis. RV-1 is also designed to safely transport officers into positions of tactical advantage during critical incidents. RV-1 will be utilized when other Department resources are impractical. RV-1 provides greater safety to citizens and officers beyond the protection level of shield and personal body armor and can protect the occupants from IEDs or other explosive devices.

- ii. The primary purpose of the Peacekeeper and Bearcat is to protect employees during high-risk incidents. They are also designed to safely transport officers into positions of tactical advantage or to evacuate civilian personnel during critical incidents. Both vehicles provide greater safety to citizens and officers beyond the protection level of shield and personal body armor.

**c. Authorized Use**

An armored vehicle may be used if one or more of the following criteria are present:

- i. Incidents where human lives may be in immediate peril
- ii. Incidents where a threat of confrontation by gunfire or other weapons exists
- iii. Incidents involving a significant threat of violence
- iv. Rapid response deployments
- v. Acts of terror (violent attacks upon populated areas such as schools, community events, government buildings, shopping malls, and places of worship)
- vi. Natural disasters (significant earthquakes, major fires, floods, etc.)
- vii. Incidents deemed appropriate by the Chief of Police or their designee
- viii. Training exercises or approved demonstrations

**d. Expected Lifespan**

- i. MRAP: Approximately 25 years
- ii. Peacekeeper: Approximately 25 years
- iii. Lenco Bearcat G2: Approximately 25 years

**e. Fiscal Impact**

- i. MRAP: Annual maintenance cost of approximately \$0 to \$1,000
- ii. Peacekeeper: Annual maintenance cost of approximately \$0 to \$2,000
- iii. Bearcat: Annual maintenance cost of approximately \$0 to \$5,000

**f. Training**

Armored vehicles may only be operated by employees who possess the proper licensing and have been trained in the proper use of the vehicle. Employees designated as operators of one or more armored vehicles shall receive training in the safe operation and care for each vehicle and show competence before operating any of the listed armored vehicles.

**g. Legal and Procedural Rules**

Use is established in the Manual (Vehicle Use, Vehicle Maintenance, and Specialty Vehicle Deployment). It is the policy of the Department to utilize armored vehicles for official law enforcement purposes, according to State and Federal law.

**4. Command and Control Vehicles:** The mobile command post (MCP) is a vehicle used as a mobile office that provides shelter, access to Department computer systems, dispatch communication consoles, radio communications, and restroom facilities during extended events.

**a. Description, quantity, capabilities, and purchase cost**

2014 Mobile Specialty Vehicles (custom-built, using a Lone Star chassis) 40 LS Lone Star | Cost: \$471,806 | Quantity: 1 | A Class A RV outfitted with radio communications, computers, computer-aided dispatch (CAD) capabilities, monitors, and restroom to function as a mobile office for members of the department during department-approved functions.

**b. Purpose**

The purpose of the Mobile Command Post is to provide a safe and private location for employees to conduct Department business or to act as the Command Center as needed.

c. Authorized Use

Only officers trained in their deployment and operations in a manner consistent with Department policy and training are authorized to operate the MCP. The Mobile Command Post may be deployed for the following:

- i. Major Criminal Investigations
- ii. Major Traffic Investigations
- iii. Critical Incidents
- iv. Natural Disasters
- v. Special Problems Detail (SPD) Call-outs or Pre-Planned Events
- vi. Community Events
- vii. Supporting or Replacing the Command Center (e.g., outages, repairs)
- viii. Requests of use by outside law enforcement agencies with the approval of the Chief of Police or their designee

d. Expected Lifespan

MCP: 20 years on chassis and vehicle structure

e. Fiscal Impact

MCP: Annual maintenance cost is approximately \$0 to \$5,000

f. Training

The MCP may only be operated by employees who possess the proper licensing and have been trained in the proper care and use of the vehicle.

g. Legal and Procedural Rules

Use is established under the Manual (Vehicle Use, Vehicle Maintenance, and Specialty Vehicle Deployment). It is the policy of the Department to use the MCP only for official law enforcement purposes and following California State law regarding the operation of motor vehicles.

**5. Breaching Apparatuses Explosive in Nature:** Tools that are used to conduct an explosive breach.

a. Description, quantity, capabilities, and purchase cost

- i. Remington Model 870 BRS Breaching 12 Gauge, 11-Inch Stand-Off Barrel | Cost: \$645 each | Quantity: 2 | This weapon allows for breachers to safely utilize shotgun breaching round to destroy deadbolts, locks, and hinges. The breaching stand-off device that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure.
- ii. Mossberg 590 12 Gauge Shotgun with an Affixed 18.5" Security Breaching Barrel | Cost: \$583 each | Quantity: 2 | This weapon allows for breachers to safely utilize shotgun breaching round to destroy deadbolts, locks, and hinges. The breaching stand-off device that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure.
- iii. Royal Arms Tesar-2 Black Cap 425 Grain Copper Frangible Breaching Round | Cost: \$5 each | Quantity: Not to exceed 75 | The round is fired from a breaching shotgun and is used to destroy deadbolts, locks, and hinges.
- iv. Royal Arms Tesar-4 Yellow Cap 750 Grain Copper Frangible Breaching Round | Cost: \$5 each | Quantity: Not to exceed 75 | The round is fired from a breaching shotgun and is used to destroy deadbolts, locks, and hinges.



b. Purpose

Used to provide officers a way to safely gain entry into a structure.

c. Authorized Use

Absent exigent circumstances, only sworn members who have completed Department-approved training may be issued or use breaching shotguns. The breaching rounds can also be used for training exercises or approved demonstrations.

d. Expected Lifespan

i. Breaching Shotguns: 25 years

ii. Royal Arms Tesar-2 black cap 425-grain copper breaching round: 5 years

iii. Royal Arms Tesar-4 yellow cap 750-grain copper frangible breaching round: 5 years

e. Fiscal Impact

i. Breaching Shotguns: Annual maintenance approximately \$0 to \$50

ii. Breaching Round: Expected annual cost between \$0 to \$300 to replenish used stock

f. Training

Sworn members utilizing a breaching shotgun must be certified to do so by a certified breaching instructor during Department-approved training. Additionally, members of the SPD SWAT Team will receive training on breaching shotguns bi-yearly and that training will be conducted by a certified breaching instructor in two-hour blocks.

g. Legal and Procedural Rules

It is the policy of the Department to utilize breaching shotguns and the associated munitions only for official law enforcement purposes, according to State and Federal law.

**6. Firearms of .50 Caliber and Ammunition:** A .50 caliber bolt-action rifle is defined as a centerfire rifle that can fire a .50 BMG cartridge and is not already an assault weapon or a machinegun as defined by Penal Code section 16880. A ".50 BMG cartridge" means a cartridge that is designed and intended to be fired from a centerfire rifle and that meets all of the following criteria: It has an overall length of 5.54 inches from the base to the tip of the bullet, the bullet diameter for the cartridge is from .510 to, and including, .511 inch, the case base diameter for the cartridge is from .800 inch to, and including, .804 inch, and the cartridge case length is 3.91 inches. (Penal Code §§ 30525, 30530.)

a. Description, quantity, capabilities, and purchase cost

i. McMillan TAC-50 Bolt Action Sniper Rifle | Cost: \$7,100 each | Quantity: 1 | The McMillan TAC-50 is a manually operated, rotary bolt-action rifle. The large bolt has dual front locking lugs, and its body has spiral flutes to reduce weight. The heavy match-grade barrel is also fluted to dissipate heat quickly and reduce overall weight, and fitted with an effective muzzle brake to reduce recoil. The rifle is fed from detachable box magazines, holding 5 rounds each. The stock is made from fiberglass by McMillan Stocks and is designed to be used from a bipod only. The buttstock is adjustable for the length of pull with rubber spacers and can be removed for compact storage. The rifle has no open sights; it can be used with a variety of telescopic or night sights. The rifle can be also used to hit subjects that are hiding behind cover and walls, as its powerful ammunition can penetrate through bricks and concrete.

ii. Hornady .50 Caliber BMG 750 Grain A-Max Ammunition Cartridge | Cost: \$67 (per box of 10) | Quantity: Not to exceed 1,000 | Loaded to exacting specifications to provide pinpoint accuracy. Each cartridge is loaded with either Hornady® A-MAX® bullets, high-performance boat tail hollow points, or the new, radically superior ELD® Match bullets. Stringent quality control ensures proper bullet seating, consistent charges and pressures, optimal velocity, consistent overall length, and repeatable accuracy.

b. Purpose

The rifle provides authorized personnel with the capability to pierce hard armor, multiple layers of mild steel, or substantial brick, concrete, and other materials that may give hard cover to armed and/or dangerous suspects. It can also be used to disable vehicles, disrupt homemade explosives, provide over-watch protection, and for tactical porting. Tactical porting is the use of a projectile fired from a hard target rifle to create a port or hole.

c. Authorized Use

The use of the rifle is restricted to designated and authorized members of the SPD SWAT Team. Operators must attend an approved 40-hour training course provided by a certified instructor. Once certified authorized users must qualify with the rifle every year.

d. Expected Lifespan

- i. McMillian TAC-50 Bolt Action 50. Caliber Rifle: 20 years
- ii. Hornady .50 Caliber BMG 750 Grain A-Max ammunition: No expiration

e. Fiscal Impact

- i. Rifle: Annual maintenance is approximately \$0 to \$200 per rifle
- ii. Ammunition: Expected annual cost between \$0 to \$500 to replenish used stock

f. Training

Before deploying the rifle, designated SPD SWAT Team members must attend an approved 40-hour training course provided by a certified instructor. Once certified, authorized users must qualify with the rifle every year.

g. Legal and Procedural Rules

Use is established under the Manual (Use of Force and Firearms). It is the policy of the Department to utilize the rifle only for official law enforcement purposes, and according to State and Federal law including those regarding the use of force.

**7. Specialized Firearms and Ammunition:** Firearms that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.

a. Description, quantity, capabilities, and purchase cost

- i. Colt M4 Carbine 5.56MM Rifle, Model: LE6920MPS B | Cost: \$636.55 each | Quantity: Not to exceed 80 | The carbine rifle is a firearm, capable of accurately stopping an armed subject at various distances. The carbine rifle is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon, designed for semi-automatic & selective fire. The projectile is capable of penetrating soft body armor being worn by armed subjects.
- ii. DPMS Panther Arms AR-10 .308 Caliber Rifle, Model: LR-308 | Cost: \$1,500 each | Quantity: 4 | The DPMS with a 16" customized barrel, AR-10, is a precision style rifle. The firearm is chambered in .308 Winchester/7.62 NATO Rifle and has a 16" customized precision barrel. The magazine holds 20 rounds of ammunition and the rifle has a collapsible stock. This rifle is primarily used in an over-watch capacity to protect the community and SPD SWAT Team members during large events and critical incidents. The projectile is capable of penetrating soft body armor being worn by armed subjects.
- iii. Federal Cartridge .308 Winchester Tactical Bonded Tip 168 Grain Duty Ammunition Cartridge | Cost: \$319 (per case of 500) | Quantity: Not to exceed 10,000 | The Tactical Bonded Rifle Ammunition is a Federal product made exclusively for law enforcement. It achieves accuracy and terminal performance unmatched by any other ammunition. Designed to defeat the toughest barriers with minimal deflection or deviation for the most intense situations.

- iv. Colt 5.56MM, M4 Commando Carbine Lower Receiver with Daniel Defense MK18 Upper Receiver Group | Cost: \$1,900 each | Quantity: Not to exceed 30 | The carbine rifle is a firearm, capable of accurately stopping an armed subject at various distances. The carbine rifle is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon, designed for semi-automatic and selective fire. The projectile is capable of penetrating soft body armor being worn by armed subjects.
- v. Sig Sauer MPX Suppressed 9MM Sub-gun | Cost: \$1,400 each | Quantity: Not to exceed 20 | The MPX is a firearm, capable of accurately stopping an armed subject at various distances. It is compact and designed to match firepower while also having the capability to clear enclosed or close combat spaces.
- vi. Heckler & Koch MP5 9MM Sub-gun | Cost: \$2,500 each | Quantity: Not to exceed 20 | The MP5 is a firearm, capable of accurately stopping an armed subject at various distances. It is compact and designed to match firepower while also having the capability to clear enclosed or close combat spaces.
- b. Purpose  
To be used as precision weapons to address a threat with more accuracy and/or greater distances than a handgun, if present and feasible. These firearms can also be used to match the firepower of the threat being faced, as well as to penetrate barriers or barricades in critical incidents.
- c. Authorized Use  
Use of all of the listed firearms are guided by the Manual. The Colt M4 Carbine is authorized to be carried by all officers regardless of assignment. The AR-10 and M4 Commando carbine rifles are specifically used by SWAT. The MPX and MP5 are specifically used by SWAT and the Special Enforcement Team (SET). All of these firearms are only authorized for use by an officer after attending an approved training with annual training and qualifications thereafter.
- d. Expected Lifespan
  - i. Colt M4 Carbine 5.56MM Rifle: 20 years
  - ii. DPMS Panther Arms AR-10 .308 Caliber Rifle, Model: LR-308: 20 years
  - iii. Federal Cartridge .308 Winchester Tactical Bonded Tip 168 Grain Duty Ammunition Cartridge: No expiration
  - iv. Colt 5.56MM, M4 Commando Carbine Lower Receiver with Daniel Defense MK18 Upper Receiver Group: 20 years
  - v. Sig Sauer MPX Suppressed 9MM Sub-gun: 20 years
  - vi. Heckler & Koch MP5 9MM Sub-gun: 20 years
- e. Fiscal Impact
  - i. Rifles: Annual maintenance is approximately \$0 to \$100 per rifle
  - ii. Ammunition (.308 Winchester): Expected annual cost between \$200 and \$1,000 to replenish used stock
- f. Training  
The officers receive training during orientation and conduct continual annual training. The AR-10 and M4 Commando carbine rifles are specifically used by SWAT. The MPX and MP5 are specifically used by SWAT and the Special Enforcement Team (SET). Before deploying specialty rifles, designated SET and/or SWAT Team members must attend an approved training course provided by a certified instructor. Once certified, authorized users must qualify with the rifle every year.
- g. Legal and Procedural Rules

Use is established under Manual (Use of Force, Firearms, and Patrol Rifles). It is the policy of the Department to utilize these rifles and the associated munitions only for official law enforcement purposes, according to State and Federal law.

**8. Diversionary Devices (Flashbangs):** A diversionary device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest/search warrant situations.

**a. Description, quantity, capabilities, and purchase cost**

- i. Defense Technology Low Roll Reloadable Flashbang (#8933) with 12-Gram Reload (#8901) | Cost: \$33.23 each | Quantity: Not to exceed 60 | The Low Roll Reloadable Flashbang is an explosive device that produces a flash of light and a sudden, loud noise intended to temporarily stun, distract, and disperse people. It is thrown by hand or projected and produces 175 dB of sound output at 5 feet and 6-8 million candelas for 10 milliseconds.
- ii. Combined Tactical Systems, 7290m Mini Flashbang | Cost: \$38 each | Quantity: Not to exceed 60 | The 7290M Flashbang is an explosive device that produces a flash of light and a sudden, loud noise intended to temporarily stun, distract, and disperse people. It produces 175db of sound output and produces 6-8 million candelas of light.
- iii. Combined Tactical Systems, 7290-9 Flashbang | Cost: \$138.70 each | Quantity: Not to exceed 60 | The 7290-9 Flashbang is an explosive device that produces a flash of light and a sudden, loud noise intended to temporarily stun, distract, and disperse people.

**b. Purpose**

The proper use and deployment of diversionary devices can increase officer safety and assist officers with the successful completion of a tactical situation. This includes, but is not limited to barricaded suspects, hostage situations, high-risk warrant service, or any life-threatening situation.

**c. Authorized Use**

Absent exigent circumstances, only sworn members who have completed Department-approved training by a certified Department-approved trainer may be issued, use, or carry diversionary devices. The devices shall be stored and carried within Federal regulations. These devices can also be used for training exercises or approved demonstrations.

**d. Expected Lifespan**

- i. Defense Technology Low Roll Flash-Bang Body 8933: Approximately 26 deployments
- ii. Defense Technology Distraction Device Reload 12-Gram 8901: Until used
- iii. Combined Tactical Systems 7290M Mini Flash-Bang: Until used
- iv. Combined Tactical Systems 7290-9 Flash-Bang: Until used

**e. Fiscal Impact**

Expected annual cost of \$500 to \$4,000 to replenish used stock (including training deployments)

**f. Training**

Before use, officers must attend diversionary device training that is conducted by a certified Department approved instructor. Additionally, members of the SPD SWAT Team will conduct two two-hour training blocks on the use of diversionary devices yearly.

**g. Legal and Procedural Rules**

Use is established in the Manual (Use of Force and Diversionary Devices - Flashbangs). It is the policy of the Department to utilize diversionary devices only for official law enforcement purposes, and according to State and Federal law regarding the use of force.

**9. Chemical Agents:** Canisters that contain chemical agents (such as CS (2-chlorobenzalmalononitrile), OC (Oleoresin Capsicum) and CN (Chloroacetophenone)) that are released when deployed.

**a. Description, quantity, capabilities, and purchase cost**

- i. Defense Technology Pocket Tactical Grenade, CS, #1016 | Cost: \$29.77 each | Quantity: Not to exceed 30 | The Pocket Tactical Grenade is a small, lightweight, easily carried device that provides a medium volume of a chemical agent (CS) or smoke for certain situations. It was designed with the tactical team in mind for distraction, concealment, rescue, or signaling. The pocket grenade is not specifically intended as a crowd management device; however, it can be used in chemical configurations in conjunction with larger smoke canisters to "piggyback" chemical agents into a predominately smoke environment.
- ii. Defense Technology Pocket Tactical Grenade, Saf-Smoke, #1017 | Cost: \$29.77 each | Quantity: Not to exceed 30 | The Pocket Tactical Grenade is a small, lightweight, easily carried device that provides a medium volume of a chemical agent or smoke for certain situations. It was designed with the tactical team in mind for distraction, concealment, rescue, or signaling. The pocket grenade is not specifically intended as a crowd management device; however, it can be used in chemical configurations in conjunction with larger smoke canisters to "piggyback" chemical agents into a predominately smoke environment.
- iii. Defense Technology Spede-Heat Continuous Discharge Chemical Grenade, CS, #1072 | Cost: \$30 each | Quantity: Not to exceed 30 | The Spede-Heat™ Grenade is designed specifically for outdoor use in crowd control situations. It is a high-volume continuous burn device that expels its CS payload in approximately 20 - 40 seconds from a single source.
- iv. Defense Technology Large Style Maximum Smoke, #1073, | Cost: \$38.29 each | Quantity: Not to exceed 30 | The Large Style Maximum Smoke Grenade is a designed specifically for outdoor use in crowd management situations. It is a high volume, slow-burning device that deploys large quantities of grey-white colored smoke for approximately 1.5 to 2 minutes. It can be utilized as a carrying agent (multiplier) for smaller OC, CN, or CS munitions, or for concealing the movement of agency personnel. It may also be used as a distraction to focus attention away from other activities.
- v. Defense Technology Maximum HC Smoke Military-Style Canister, #1083, | Cost: \$35.62 each | Quantity: Not to exceed 30 | The Military-Style Maximum Smoke Grenade comes from the Defense Technology® #3 smoke grenade. It is a slow-burning, high-volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.
- vi. Defense Technology Stinger CS Rubber Ball Grenade, #1088 | Cost: \$50.62 each | Quantity: Not to exceed 30 | The Stinger® Grenade is a combination of a Less Lethal Impact Munitions and a Distraction Device® that may incorporate optional CS or OC laden powder if desired. The Stinger® Grenade is a maximum effect device as it delivers up to four stimuli for psychological and physiological effect: rubber pellets, light, sound, and optional chemical agent or OC. The blast is sufficient to project the rubber balls and optional chemical agent in a 50-foot radius. The Stinger® Grenade is most widely used as a crowd management tool by law enforcement and corrections in indoor and outdoor operations. As a pain compliance, distraction, and disorientation device for crowd management, it may be hand thrown or launched in the general direction of the crowd. It may be deployed for ground bursts or aerial bursts at the discretion of the operator. It is

generally reserved as the last selection when chemical agents and less lethal impact munitions have not resolved the disorder or routed the crowd.

- vii. Defense Technology Han-Ball Rubber Ball Grenade, CS, #1092 | Cost: \$37.10 each | Quantity: Not to exceed 30 | The Han-Ball™ Rubber Ball Grenade is a fast-burning, high-volume continuous discharge grenade available in OC, CN, CS, and Saf-Smoke™. Designed specifically for outdoor use in crowd management situations. It is excellent for the rapid delivery of a chemical agent or smoke in quickly changing tactical situations.
- viii. Defense Technology Han-Ball Grenade, Saf-Smoke, #1093 | Cost: \$37.10 each | Quantity: Not to exceed 30 | The Han-Ball™ Rubber Ball Grenade is a fast-burning, high-volume continuous discharge grenade available in OC, CN, CS, and Saf-Smoke™. It is excellent for the rapid delivery of a chemical agent or smoke in quickly changing tactical situations. Hand throw or launch use only. Launching of grenades will provide deploying officers with additional standoff distances. This grenade offers coverage for large outdoor areas. In the Saf-Smoke™ configuration, it can be utilized for concealing the movement of agency personnel. It may also be used as a distraction to focus attention away from other activities.
- ix. Defense Technology OC Aerosol Grenade Fogger, 1 OZ., #56814 | Cost: \$13.75 each | Quantity: Not to exceed 30 | The Aerosol Grenade Fogger is a non-pyrotechnic that contains no chlorofluorocarbons (CFCs), is not a fire hazard, and requires minimal decontamination. It is designed for use in tactical indoor operations by law enforcement. The purpose of the Aerosol Grenade Fogger is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The 1.3% Major Capsaicinoids provide sufficient effects in confined areas of up to 6,000 cubic feet such as attics, crawl spaces, garages, and interior rooms.
- x. Defense Technology OC Aerosol Grenade Fogger, 6 OZ., #56854 | Cost: \$18.35 each | Quantity: Not to exceed 30 | The Aerosol Grenade Fogger is a non-pyrotechnic that contains no CFCs, is not a fire hazard, and requires minimal decontamination. It is designed for use in tactical indoor operations by law enforcement. The purpose of the Aerosol Grenade Fogger is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The 1.3% Major Capsaicinoids provide sufficient effects in confined areas of up to 25,000 cubic feet such as attics, crawl spaces, garages, and interior rooms.
- xi. Combined Tactical Systems (CTS) 5230B CS Baffled Canister Grenade, Pyro, Low Flame | Cost: \$45.20 each | Quantity: Not to exceed 100 | Pyrotechnic grenade designed for indoor/outdoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.
- xii. Combined Tactical Systems (CTS) 6340 OC Vapor Grenade | Cost: \$45.25 each | Quantity: Not to exceed 30 | This unique grenade delivers an invisible OC vapor and renders an intense respiratory effect to a non-compliant subject. The CTS 6340 has a 1-5 second discharge time and discharges OC vapor through three emission ports.
- xiii. Defense Technology First Defense 1.3% MK-9 Stream, Gel, or Foam OC Aerosol, #56895, 56591, 56891, 56792 | Cost: \$47.32 each | Quantity: Not to exceed 12 | The MK-9 features an easy to use trigger handle, is intended for use in crowd management, and will deliver 14 short bursts of OC at an effective range of 18-20 ft. This 1.3% MC OC aerosol product utilizes a stream delivery method providing a target-specific, strong concentrated stream for greater standoff.
- xiv. Defense Technology 1.3% MK-46V Stream OC Aerosol, #43046 | Cost \$380.85 each | Quantity: Not to exceed 6 | The MK-46 features a trigger handle, is intended for use in

crowd management, and will deliver 26 short bursts of OC at an effective range of 25-30 ft. This 1.3% MC OC aerosol product utilizes a stream delivery method providing a target-specific, strong concentrated stream for greater standoff.

b. Purpose

Chemical agents may be used for crowd control, crowd dispersal, or against barricaded suspects based on the circumstances. This is done to limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Absent exigent circumstances, only sworn members who have completed Department-approved training may be issued, use or carry chemical agents. These chemical agents can also be used for training exercises or approved demonstrations.

d. Training

Sworn members utilizing chemical agent canisters must be certified by a Department chemical agent instructor during orientation and during reoccurring Department in-service training. Additionally, members of the SPD SWAT Team will receive training on chemical agents bi-yearly and that training will be conducted by a certified chemical agent instructor in two-hour blocks.

e. Expected Lifespan

- i. Defense Technology Pocket Tactical Grenade, CS, #1016: 5 years
- ii. Defense Technology Pocket Tactical Grenade, Saf-Smoke: #1017: 5 years
- iii. Defense Technology Spede-Heat Continuous Discharge Chemical Grenade, CS: #10725: 5 years
- iv. Defense Technology Large Style Maximum Smoke: #1073: 5 years
- v. Defense Technology Maximum HC Smoke Military-Style Canister: #1083: 5 years
- vi. Defense Technology Stinger CS Rubber Ball Grenade: #1088: 5 years
- vii. Defense Technology Han-Ball Rubber Ball Grenade, CS: #1092: 5 years
- viii. Defense Technology Han-Ball Grenade, Saf-Smoke: #1093: 5 years
- ix. Defense Technology OC Aerosol Grenade Fogger, 1OZ: #56814: 5 years
- x. Defense Technology OC Aerosol Grenade Fogger, 6OZ: #56854: 5 years
- xi. Combined Tactical Systems (CTS) CS Baffled Canister Grenade, Pyro, Low-Flame: 5230B: 5 years
- xii. Combined Tactical Systems (CTS) OC Vapor Grenade: 6340: 5 years
- xiii. Defense Technology First Defense 1.3% MK-9 Stream, Gel, or Foam OC Aerosol: #56895, 56591, 56891, 56792: 5 years
- xiv. Defense Technology 1.3% MK-46V Stream OC Aerosol: #43046: 5 years

f. Fiscal Impact

Expected annual cost of \$2,500 to \$10,000 to replenish used stock (including training deployments)

g. Legal and Procedural Rules

Use is established under the Manual (Use of Force, Chemical Agents, and Oleoresin Capsicum - OC). It is the policy of the Department to utilize chemical agents only for official law enforcement purposes, and according to State and Federal law, including those regarding the use of force.

**10. Chemical Agent Launcher:** Cups that attach to 12 gauge less-lethal shotguns which allow officers to launch canisters of chemical agents or smoke.

a. Description, quantity, capabilities, and purchase cost

- i. Combined Tactical Systems (CTS) LC5 Launching Cup | Cost: \$302 each | Quantity: | Quantity: Not to exceed 6 | The CTS LC5 Launching Cup is designed for the 5200 series chemical agent grenades. The cup can be attached to virtually any 12 gauge shotgun and it launches cartridges for crowd management or as a diversionary device.
  - ii. Defense Technology 12-Gauge Muzzle Bang/Launching Cartridge, #1210 | Cost: \$6.64 each | Quantity: Not to exceed 160 | The 12-Gauge Muzzle Bang Launching Cartridge incorporates an opaque shell and utilizes black powder as the propellant. The 12-Gauge Muzzle Bang Launching Cartridge is designed to be launched from a launching cup and produces 170 dB of sound output. It is designed to be aimed at the floor or wall at a 45 degree angle. It is used as a crowd management tool by law enforcement and corrections in crowd control situations as a means of warning, intimidation, or diversion. It may be deployed in the air over crowds or to the side for dissuading movement in a given direction. It may also be deployed to the far side of buildings to divert the attention away from an approach or entry.
- b. Purpose  
May be used for crowd control, crowd dispersal, riots, or against barricaded suspects based on the circumstances. It can also be used in circumstances where a tactical advantage can be obtained or during civil unrest incidents. This is done to limit the escalation of conflict where employment of lethal force is prohibited or undesirable.
- c. Authorized Use  
Absent exigent circumstances, only sworn members who have completed Department-approved training may be issued or use CTS LC5 Launching Cups.
- d. Expected Lifespan
  - i. CTS LC5 Launching Cup: 25 years
  - ii. 12-Gauge Muzzle Bang / Launching Cartridge: Until used
- e. Fiscal Impact
  - i. Launching Cups: Expected annual cost of \$0 to \$100 for maintenance
  - ii. Cartridges: Expected annual cost of \$100 to \$300 for training and to replenish used stock (including training deployments)
- f. Training  
Sworn members utilizing CTS LC5 Launching Cups and 12-Gauge Muzzle Bang / Launching Cartridges must be certified by a certified chemical agent/diversionary device instructor. Additionally, members of the SPD SWAT Team will receive training on CTS LC5 Launching Cups bi-yearly and that training will be conducted by a POST-certified chemical agent/diversionary device instructor in two-hour blocks.
- g. Legal and Procedural Rules  
Use is established under the Manual (Use of Force and Chemical Agents). It is the policy of the Department to utilize CTS LC5 chemical agent launching cups only for official law enforcement purposes, and according to State and Federal law, including those regarding the use of force.

**11. Specialty Impact Munitions (SIMs) - 40mm Launchers and Munitions:** These devices are considered less lethal and are used to gain compliance from an individual who is violently or actively resisting. The use of such a device is intended to mitigate the number of serious injuries to officers, the subject, and other individuals.

- a. Description, quantity, capabilities, and purchase cost
  - i. 40MM LMT™ Tactical Single Launcher I425, Expandable Stock | Cost: \$1,200 each | Quantity: Not to exceed 40 | The 40LMT is a tactical single-shot launcher that features



an expandable Rogers Super Stock and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two-point sling attachment. The 40LMT will fire standard 40mm less-lethal ammunition, up to 4.8 inches in cartridge length.

- ii. Penn Armas 40MM Multi-Shot, Pump Advance Launcher - 5" Cylinder | Cost: \$3,336 each | Quantity: Not to exceed 6 | A 40mm pump-action advance magazine drum launcher with a fixed stock and combo rail. It has a six-shot capacity 5" cylinder and a 10.75" rifled barrel. The PGL-65 features include a Double-action trigger, trigger lock push button, and hammerlock safeties.
- iii. Defense Technology 40MM eXact iMPact™ Sponge Round: #6325 | Cost: \$20.79 each | Quantity: Not to exceed 1,000 | The 40 mm exact iMPact™ Sponge Round is a "point-of-aim, point-of-impact" direct fire round that is most commonly used by tactical teams in situations where maximum deliverable energy is desired for the incapacitation of an aggressive, non-compliant subject. The 40 mm exact iMPact™ Sponge Round is intended for direct fire deployment. These areas provide sufficient pain stimulus, while greatly reducing serious or life-threatening injuries. The 40 mm exact iMPact™ Sponge Round can also be deployed in crowd control situations to protect the riot line, cover or enhance chemical munitions, or target specific agitators and organizers of the crowd. When used in this fashion, it is primarily both a psychological deterrent and physiological distraction serving as a pain compliance device to either get the crowd or subject moving or keep them at a designated distance.
- iv. Defense Technology 40MM eXact iMPact™ LE 40MM Extended Range Sponge Round: #6325LE | Cost: \$23.52 each | Quantity: Not to exceed 150 | The eXact iMPact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consists of a plastic body and sponge nose. It can be launched at a greater distance to provide further separation from officers. Used for crowd control, patrol, and tactical applications.
- v. Defense Technology 40MM Direct Impact® OC Round: #6320 | Cost: \$20.79 each | Quantity: Not to exceed 1,000 | A less lethal 40 mm lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40 mm grenade launcher with a rifled barrel at 295 feet per second (FPS). The 39-gram crushable foam projectile delivers 120 ft./lbs. of energy upon impact in addition to the dispersion of 5 grams of OC irritant. The 40 mm Direct Impact OC round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.
- vi. Defense Technology 40MM Direct Impact® OC Adjustable Range Round: #6320A | Cost: \$37.95 each | Quantity: Not to exceed 150 | The 40mm Direct Impact® Adjustable Range Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload contains an OC powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload. The projectile design has a unique user-adjustable patented gas-bleed feature, which allows kinetic energy to be adjusted for two design points addressing close-in and extended range engagements. In the opened position, the standard range velocity allows for engagements of 1.5 – 40 meters. In the closed position, the extended range velocity allows for engagements of 40 – 70 meters.
- vii. Defense Technology 40MM Direct Impact® CS Round: #6322 | Cost: \$20.79 each | Quantity: Not to exceed 1,000 | A less lethal 40 mm lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40 mm grenade launcher

with a rifled barrel at 295 feet per second (FPS). The 39-gram crushable foam projectile delivers 120 ft./lbs. of energy upon impact in addition to the dispersion of 5 grams of CS irritant. The 40MM Direct Impact CS round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.

- viii. Defense Technology Direct Impact® 40MM Adjustable Range Round, CS Marking: #6322A | Cost: \$37.95 each | Quantity: Not to exceed 150 | The 40mm Direct Impact® Adjustable Range Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload is a marking and CS powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload. The projectile design has a unique user-adjustable patented gas-bleed feature, which allows kinetic energy to be adjusted for two design points addressing close-in and extended range engagements. In the opened position, the standard range velocity allows for engagements of 1.5 – 40 meters. In the closed position, the extended range velocity allows for engagements of 40 – 70 meters.
- ix. Defense Technology Ferret 40MM CS Liquid Barricade Penetrator Round, #2262 | Cost: \$22.84 each | Quantity: Not to exceed 500 | The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.
- x. Defense Technology Ferret 40MM CS Powder Barricade Round, #2292 | Cost: \$22.15 each | Quantity: Not to exceed 500 | The Ferret® 40 mm Barricade Penetrating Round is filled with a CS powder chemical agent. It is a frangible projectile that is spin-stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impact, the nose ruptures and instantaneously delivers the agent payload inside a structure or vehicle.

b. Purpose

The use of these devices is intended to mitigate the number of serious injuries to officers, the subject, and other individuals. The devices limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Approved SIM projectiles may be used in any of the following circumstances when the circumstances perceived by the officer at the time indicate that such application is reasonably necessary to:

- i. Control a subject who is violent or is actively resisting
- ii. Control a subject who has demonstrated, by words or action, an intention to be violent or to physically resist, and reasonably appears to present the potential to harm officers, him/herself or others
- iii. Disarm a suspect or control a subject who is reasonably believed to be armed
- iv. Stop a fleeing subject who is wanted for a serious crime (Mere flight from a pursuing officer, without other known circumstances or factors, is not good cause for the use of a SIM to apprehend an individual)

- v. Gain compliance during tactical situations that include but are not limited to a riot or civil unrest
- vi. Control dangerous animals
- vii. Be used on objects to gain a tactical advantage (e.g., windows, lights, etc.)
- viii. Training exercises or approved demonstrations
- d. Expected Lifespan
  - i. LMT 40mm Launchers: At least 15 years
  - ii. Penn Arms 40 mm Multi-Shot, Pump Advance Launcher, 5" Cylinder: At least 15 years
  - iii. Defense Technology 40MM eXact iImpact™ Sponge Round: #6325: 5 years
  - iv. Defense Technology 40MM eXact iImpact™ LE 40MM Extended Range Sponge Round: #6325LE: 5 years
  - v. Defense Technology 40MM Direct Impact® OC Round: #6320: 5 years
  - vi. Defense Technology 40MM Direct Impact® OC Adjustable Range Round: #6320A: 5 years
  - vii. Defense Technology 40MM Direct Impact® CS Round: #6322: 5 years
  - viii. Defense Technology Direct Impact® 40MM Adjustable Range Round, CS Marking: #6322A: 5 years
  - ix. Defense Technology Ferret 40MM CS Liquid Barricade Penetrator Round, #2262: 5 years
  - x. Defense Technology Ferret 40MM Powder Barricade Round, #2292: 5 years
- e. Fiscal Impact
  - i. Launchers: Annual maintenance is approximately \$0 to \$100 for each launcher
  - ii. Munitions: Expected annual cost of \$2,000 to \$5,000 to replenish used stock (including training deployments)
- f. Training  
All officers receive training on the use of the 40mm LMT launcher with the sponge (#6325) and OC round (#6320). This training occurs during orientation and through reoccurring in-service training taught by Department instructors. SWAT personnel receive additional training internally when they transfer to the unit to include the Penn Arms launcher, CS rounds, barricade rounds, and the other rounds listed. SWAT operators who utilize these munitions have completed an approved chemical agent school and/or training facilitated by a Department-certified chemical agent instructor.
- g. Legal and Procedural Rules  
Use is established under the Manual (Use of Force, Specialty Impact Munitions (SIM) Less-Lethal, Chemical Agents, and Oleoresin Capsicum – OC). It is the policy of the Department to utilize the SIM launchers and munitions only for official law enforcement purposes and according to State and Federal law, including those regarding the use of force.

## **12. Specialty Impact Munitions (SIMs) - 12 Gauge "Bean Bag" Launchers and Munitions:**

These devices are considered less lethal and are used to gain compliance from an individual who is violently or actively resisting. The use of such a device is intended to mitigate the number of serious injuries to officers, the subject, and other individuals.

- a. Description, quantity, capabilities, and purchase cost
  - i. Mossberg 590 12-Gauge Shotgun (Standard Department-issued with color marking to signify its use as less-lethal) | Cost: \$645 each | Quantity: Not to exceed 30 | The Mossberg 590 Less Lethal Shotgun is used to deploy the 12-Gauge Drag Stabilized Round up to 75 feet. The range of the weapon system helps to maintain space between officers and an individual, reducing the immediacy of the threat which is a principle of de-escalation.

- ii. Defense Technology 12-Gauge Drag Stabilized Round, #3027 | Cost: \$5.34 each | Quantity: Not to exceed 1,000 | The Drag Stabilized™ 12-Gauge Round is a translucent 12-Gauge shell loaded with a 40-Gram tear-shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails and utilizes smokeless powder as the propellant. This round has a velocity of 270fps with a maximum effective range of 75 feet.
- b. Purpose

The use of such a device is intended to mitigate the number of serious injuries to officers, the subject, and other individuals. The devices limit the escalation of conflict where employment of lethal force is prohibited or undesirable.
- c. Authorized Use

Approved SIM projectiles may be used in any of the following circumstances when the circumstances perceived by the officer at the time indicate that such application is reasonably necessary to:

  - i. Control a subject who is violent or is actively resisting
  - ii. Control a subject who has demonstrated, by words or action, an intention to be violent or to physically resist, and reasonably appears to present the potential to harm officers, him/herself or others
  - iii. Disarm a suspect or control a subject who is reasonably believed to be armed
  - iv. Stop a fleeing subject who is wanted for a serious crime (Mere flight from a pursuing officer, without other known circumstances or factors, is not good cause for the use of a SIM to apprehend an individual)
  - v. Gain compliance during tactical situations that include but are not limited to a riot or civil unrest
  - vi. Control dangerous animals
  - vii. Be used on objects to gain a tactical advantage (e.g., windows, lights, etc.)
  - viii. Training exercises or approved demonstrations
- d. Expected Lifespan
  - i. Mossberg 590 Shotgun (Standard department-issued): At least 15 years
  - ii. Defense Technology 12-Gauge Drag Stabilized Round: 5 years
- e. Fiscal Impact
  - i. Shotgun: Annual maintenance is approximately \$0 to \$50 for each shotgun
  - ii. Ammunition: Expected annual cost of \$200 to \$1,000 to replenish used stock
- f. Training

All officers are trained in the 12-gauge Mossberg 590 less-lethal shotgun with the 12-gauge drag-stabilized round. This training occurs during orientation and through reoccurring in-service training taught by Department instructors.
- g. Legal and Procedural Rules

Use is established under the Manual (Use of Force and Specialty Impact Munitions (SIM) Less-Lethal). It is the policy of the Department to utilize the SIM launchers and munitions only for official law enforcement purposes and according to State and Federal law, including those regarding the use of force.

## WCPD Military Equipment Inventory.pdf

# Military Equipment Inventory

## Attachment to Policy 717

**1. Unmanned Aircraft System (UAS):** An unmanned aircraft along with the associated equipment necessary to control it remotely.

a. Description, quantity, capabilities, and purchase cost

- i. DJI MAVIC MATRICE 210 | Cost: \$16,910 each | Quantity: 2 | UAS weighing approximately 13.5 lbs., approximately 30 minutes of flight time, and attachments including FLIR camera, spotlight, optical zoom camera, and ability to record video.
- ii. DJI SPARK | Cost: \$500 each | Quantity: 3 | UAS with a single-color camera, weighs approximately 0.6 lbs., approximately 15-20 minutes of flight time, and has video recording capabilities.
- iii. DJI PHANTOM 4 Pro | Cost: \$3,500 each | Quantity: 2 | UAS that weighs approximately 3 lbs., approximately 30 minutes of flight time, and is capable of video recording.
- iv. DJI Matrice 30T | Cost: \$12,251.98 each | Quantity: 2 | UAS weighing approximately 8.3 lbs., approximately 40 minutes of flight time, and attachments including thermal and optical zoom camera, spotlight, speaker, and ability to record video.
- v. DJI Mavic | Cost: \$5,498 each | Quantity: 1 | UAS weighing approximately 1.6 lbs., approximately 46 minutes of flight time, and attachments optical zoom camera, speaker, and ability to record video.
- vi. DJI Mini 3 | Cost: \$3,565 each | Quantity: 1 | UAS weighing approximately 0.55 lbs., approximately 34 minutes of flight time.
- vii. DJI Avata | Cost: \$2,422.99 each | Quantity: 2 | UAS weighing approximately 0.90 lbs., approximately 18 minutes of flight time.

b. Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

- i. Major collision investigations
- ii. Search for missing persons
- iii. Natural disaster management
- iv. Crime scene photography
- v. Special Problems Detail [Special Weapons and Tactics (SWAT)/Hostage Negotiations Team (HNT)], tactical, or other public safety and life preservation missions
- vi. In response to specific requests from local, state, or federal fire authorities for major incidents

c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.

d. Expected Lifespan

All UAS Equipment: 3 to 7 years

e. Fiscal Impact

All UAS Equipment: Annual maintenance and battery replacement cost are approximately \$0 to \$3,000

f. Training

All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend a basic UAS operator course and ongoing bi-monthly unit training.

g. Legal and Procedural Rules

Use is established in FAA Regulation 14 CFR Part 107, and the Department's UAS policy (Unmanned Aerial System (UAS) Operations). It is the policy of the Department to utilize UAS only for official law enforcement purposes and according to State and Federal law.

**2. Unmanned, Remotely Piloted, Ground Vehicles (Robots):** A remotely controlled unmanned machine that operates on the ground, which is utilized to enhance the safety of the community and officers.

a. Description, quantity, capabilities, and cost

- i. iRobot PacBot Model BB2590 | Cost: \$0 each | Quantity: 3 | The PacBot is a heavy-duty battery-powered robot. It has a stair-climbing ability and an arm capable of lifting several pounds. The PacBot is also equipped with a camera that can provide a live video and audio feed to the operator.
- ii. iRobot PacBot PCC | Cost: \$0 each | Quantity: 3 | The PacBot PCC is a suitcase-style monitor and controller that the operator uses to operate the iRobot PacBot robot. The suitcase is rugged and robust and utilizes 110 volts to operate.

b. Purpose

To be used to remotely gain visual data, deliver an HNT phone, open doors, and clear buildings without requiring an officer to enter.

c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate the robots.

d. Expected Lifespan

All robots: 3 to 5 years

e. Fiscal Impact

All robots: Annual maintenance and battery replacement cost are approximately \$0 to \$5,000

f. Training

All robot operators must complete an 8-hour Department training to operate the robots during live operations. Operators also complete reoccurring training throughout the year.

g. Legal and Procedural Rules

It is the policy of the Department to utilize a robot only for official law enforcement purposes and according to State and Federal law.

**3. Armored Vehicle:** Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

a. Description, quantity, capabilities, and purchase cost

- i. 2012 BAE Systems Tactical Vehicle Systems Mine Resistant Ambush Protected (MRAP) Vehicle | Cost: \$0 each (Obtained through the Federal 1033 Program) | Quantity: 1 | The Mine Resistant Ambush Protected Vehicle is an armored vehicle that seats 10 personnel with an open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. Provides greater levels of survivability and mobility to navigate challenging and unpredictable environments. Greater survivability is achieved through an enhanced monolithic floor, a strengthened chassis frame, and highly effective blast absorbing seats.
- ii. Cadillac Gage Commando Ranger, Peacekeeper | Cost: \$0 each (Obtained through the Federal 1033 Program) | Quantity: 1 | The Peacekeeper is an armored vehicle that seats 8 personnel with an open floor plan that allows for rescue of down personnel. It can stop

various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

- iii. Lenco Bearcat, G2 | Cost: \$304,630 each | Quantity: 1 | The Bearcat is an armored vehicle that seats 10 to 12 personnel with an open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

b. Purpose

- i. The MRAP has been exclusively designated as a Rescue Vehicle and will be referred to as the Rescue Vehicle or RV-1. The primary purpose of the Rescue Vehicle (RV-1) is to perform high-risk rescues or rapid extractions of persons during times of crisis. RV-1 is also designed to safely transport officers into positions of tactical advantage during critical incidents. RV-1 will be utilized when other Department resources are impractical. RV-1 provides greater safety to citizens and officers beyond the protection level of shield and personal body armor and can protect the occupants from IEDs or other explosive devices.
- ii. The primary purpose of the Peacekeeper and Bearcat is to protect employees during high-risk incidents. They are also designed to safely transport officers into positions of tactical advantage or to evacuate civilian personnel during critical incidents. Both vehicles provide greater safety to citizens and officers beyond the protection level of shield and personal body armor.

c. Authorized Use

An armored vehicle may be used if one or more of the following criteria are present:

- i. Incidents where human lives may be in immediate peril
- ii. Incidents where a threat of confrontation by gunfire or other weapons exists
- iii. Incidents involving a significant threat of violence
- iv. Rapid response deployments
- v. Acts of terror (violent attacks upon populated areas such as schools, community events, government buildings, shopping malls, and places of worship)
- vi. Natural disasters (significant earthquakes, major fires, floods, etc.)
- vii. Incidents deemed appropriate by the Chief of Police or their designee
- viii. Training exercises or approved demonstrations

d. Expected Lifespan

- i. MRAP: Approximately 25 years
- ii. Peacekeeper: Approximately 25 years
- iii. Lenco Bearcat G2: Approximately 25 years

e. Fiscal Impact

- i. MRAP: Annual maintenance cost of approximately \$0 to \$1,000
- ii. Peacekeeper: Annual maintenance cost of approximately \$0 to \$2,000
- iii. Bearcat: Annual maintenance cost of approximately \$0 to \$5,000

f. Training

Armored vehicles may only be operated by employees who possess the proper licensing and have been trained in the proper use of the vehicle. Employees designated as operators of one or more armored vehicles shall receive training in the safe operation and care for each vehicle and show competence before operating any of the listed armored vehicles.

g. Legal and Procedural Rules

Use is established in the Manual (Vehicle Use, Vehicle Maintenance, and Specialty Vehicle Deployment). It is the policy of the Department to utilize armored vehicles for official law enforcement purposes, according to State and Federal law.



**4. Command and Control Vehicles:** The mobile command post (MCP) is a vehicle used as a mobile office that provides shelter, access to Department computer systems, dispatch communication consoles, radio communications, and restroom facilities during extended events.

a. Description, quantity, capabilities, and purchase cost

2014 Mobile Specialty Vehicles (custom-built, using a Lone Star chassis) 40 LS Lone Star | Cost: \$471,806 | Quantity: 1 | A Class A RV outfitted with radio communications, computers, computer-aided dispatch (CAD) capabilities, monitors, and restroom to function as a mobile office for members of the department during department-approved functions.

b. Purpose

The purpose of the Mobile Command Post is to provide a safe and private location for employees to conduct Department business or to act as the Command Center as needed.

c. Authorized Use

Only officers trained in their deployment and operations in a manner consistent with Department policy and training are authorized to operate the MCP. The Mobile Command Post may be deployed for the following:

- i. Major Criminal Investigations
- ii. Major Traffic Investigations
- iii. Critical Incidents
- iv. Natural Disasters
- v. Special Problems Detail (SPD) Call-outs or Pre-Planned Events
- vi. Community Events
- vii. Supporting or Replacing the Command Center (e.g., outages, repairs)
- viii. Requests of use by outside law enforcement agencies with the approval of the Chief of Police or their designee

d. Expected Lifespan

MCP: 20 years on chassis and vehicle structure

e. Fiscal Impact

MCP: Annual maintenance cost is approximately \$0 to \$5,000

f. Training

The MCP may only be operated by employees who possess the proper licensing and have been trained in the proper care and use of the vehicle.

g. Legal and Procedural Rules

Use is established under the Manual (Vehicle Use, Vehicle Maintenance, and Specialty Vehicle Deployment). It is the policy of the Department to use the MCP only for official law enforcement purposes and following California State law regarding the operation of motor vehicles.

**5. Breaching Apparatuses Explosive in Nature:** Tools that are used to conduct an explosive breach.

a. Description, quantity, capabilities, and purchase cost

- i. Remington Model 870 BRS Breaching 12 Gauge, 11-Inch Stand-Off Barrel | Cost: \$645 each | Quantity: 2 | This weapon allows for breachers to safely utilize shotgun breaching round to destroy deadbolts, locks, and hinges. The breaching stand-off device that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure.
- ii. Mossberg 590 12 Gauge Shotgun with an Affixed 18.5" Security Breaching Barrel | Cost: \$583 each | Quantity: 2 | This weapon allows for breachers to safely utilize shotgun

- breaching round to destroy deadbolts, locks, and hinges. The breaching stand-off device that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure.
- iii. Royal Arms Tesar-2 Black Cap 425 Grain Copper Frangible Breaching Round | Cost: \$5 each | Quantity: Not to exceed 75 | The round is fired from a breaching shotgun and is used to destroy deadbolts, locks, and hinges.
  - iv. Royal Arms Tesar-4 Yellow Cap 750 Grain Copper Frangible Breaching Round | Cost: \$5 each | Quantity: Not to exceed 75 | The round is fired from a breaching shotgun and is used to destroy deadbolts, locks, and hinges.
- b. Purpose  
Used to provide officers a way to safely gain entry into a structure.
  - c. Authorized Use  
Absent exigent circumstances, only sworn members who have completed Department-approved training may be issued or use breaching shotguns. The breaching rounds can also be used for training exercises or approved demonstrations.
  - d. Expected Lifespan
    - i. Breaching Shotguns: 25 years
    - ii. Royal Arms Tesar-2 black cap 425-grain copper breaching round: 5 years
    - iii. Royal Arms Tesar-4 yellow cap 750-grain copper frangible breaching round: 5 years
  - e. Fiscal Impact
    - i. Breaching Shotguns: Annual maintenance approximately \$0 to \$50
    - ii. Breaching Round: Expected annual cost between \$0 to \$300 to replenish used stock
  - f. Training  
Sworn members utilizing a breaching shotgun must be certified to do so by a certified breaching instructor during Department-approved training. Additionally, members of the SPD SWAT Team will receive training on breaching shotguns bi-yearly and that training will be conducted by a certified breaching instructor in two-hour blocks.
  - g. Legal and Procedural Rules  
It is the policy of the Department to utilize breaching shotguns and the associated munitions only for official law enforcement purposes, according to State and Federal law.
- 6. Firearms of .50 Caliber and Ammunition:** A .50 caliber bolt-action rifle is defined as a centerfire rifle that can fire a .50 BMG cartridge and is not already an assault weapon or a machinegun as defined by Penal Code section 16880. A “.50 BMG cartridge” means a cartridge that is designed and intended to be fired from a centerfire rifle and that meets all of the following criteria: It has an overall length of 5.54 inches from the base to the tip of the bullet, the bullet diameter for the cartridge is from .510 to, and including, .511 inch, the case base diameter for the cartridge is from .800 inch to, and including, .804 inch, and the cartridge case length is 3.91 inches. (Penal Code §§ 30525, 30530.)
- a. Description, quantity, capabilities, and purchase cost
    - i. McMillan TAC-50 Bolt Action Sniper Rifle | Cost: \$7,100 each | Quantity: 1 | The McMillan TAC-50 is a manually operated, rotary bolt-action rifle. The large bolt has dual front locking lugs, and its body has spiral flutes to reduce weight. The heavy match-grade barrel is also fluted to dissipate heat quickly and reduce overall weight, and fitted with an effective muzzle brake to reduce recoil. The rifle is fed from detachable box magazines, holding 5 rounds each. The stock is made from fiberglass by McMillan Stocks and is designed to be used from a bipod only. The buttstock is adjustable for the length of pull with rubber spacers and can be removed for compact storage. The rifle has no open

sights; it can be used with a variety of telescopic or night sights. The rifle can be also used to hit subjects that are hiding behind cover and walls, as its powerful ammunition can penetrate through bricks and concrete.

- ii. Hornady .50 Caliber BMG 750 Grain A-Max Ammunition Cartridge | Cost: \$67 (per box of 10) | Quantity: Not to exceed 1,000 | Loaded to exacting specifications to provide pinpoint accuracy. Each cartridge is loaded with either Hornady® A-MAX® bullets, high-performance boat tail hollow points, or the new, radically superior ELD® Match bullets. Stringent quality control ensures proper bullet seating, consistent charges and pressures, optimal velocity, consistent overall length, and repeatable accuracy.

b. Purpose

The rifle provides authorized personnel with the capability to pierce hard armor, multiple layers of mild steel, or substantial brick, concrete, and other materials that may give hard cover to armed and/or dangerous suspects. It can also be used to disable vehicles, disrupt homemade explosives, provide over-watch protection, and for tactical porting. Tactical porting is the use of a projectile fired from a hard target rifle to create a port or hole.

c. Authorized Use

The use of the rifle is restricted to designated and authorized members of the SPD SWAT Team. Operators must attend an approved 40-hour training course provided by a certified instructor. Once certified authorized users must qualify with the rifle every year.

d. Expected Lifespan

- i. McMillian TAC-50 Bolt Action 50. Caliber Rifle: 20 years
- ii. Hornady .50 Caliber BMG 750 Grain A-Max ammunition: No expiration

e. Fiscal Impact

- i. Rifle: Annual maintenance is approximately \$0 to \$200 per rifle
- ii. Ammunition: Expected annual cost between \$0 to \$500 to replenish used stock

f. Training

Before deploying the rifle, designated SPD SWAT Team members must attend an approved 40-hour training course provided by a certified instructor. Once certified, authorized users must qualify with the rifle every year.

g. Legal and Procedural Rules

Use is established under the Manual (Use of Force and Firearms). It is the policy of the Department to utilize the rifle only for official law enforcement purposes, and according to State and Federal law including those regarding the use of force.

**7. Specialized Firearms and Ammunition:** Firearms that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.

a. Description, quantity, capabilities, and purchase cost

- i. Colt M4 Carbine 5.56MM Rifle, Model: LE6920MPS B | Cost: \$636.55 each | Quantity: Not to exceed 80 | The carbine rifle is a firearm, capable of accurately stopping an armed subject at various distances. The carbine rifle is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon, designed for semi-automatic & selective fire. The projectile is capable of penetrating soft body armor being worn by armed subjects.
- ii. DPMS Panther Arms AR-10 .308 Caliber Rifle, Model: LR-308 | Cost: \$1,500 each | Quantity: 4 | The DPMS with a 16" customized barrel, AR-10, is a precision style rifle. The firearm is chambered in .308 Winchester/7.62 NATO Rifle and has a 16" customized precision barrel. The magazine holds 20 rounds of ammunition and the rifle has a collapsible stock. This rifle is primarily used in an over-watch capacity to protect the

- community and SPD SWAT Team members during large events and critical incidents. The projectile is capable of penetrating soft body armor being worn by armed subjects.
- iii. Federal Cartridge .308 Winchester Tactical Bonded Tip 168 Grain Duty Ammunition Cartridge | Cost: \$319 (per case of 500) | Quantity: Not to exceed 10,000 | The Tactical Bonded Rifle Ammunition is a Federal product made exclusively for law enforcement. It achieves accuracy and terminal performance unmatched by any other ammunition. Designed to defeat the toughest barriers with minimal deflection or deviation for the most intense situations.
  - iv. Colt 5.56MM, M4 Commando Carbine Lower Receiver with Daniel Defense MK18 Upper Receiver Group | Cost: \$1,900 each | Quantity: Not to exceed 30 | The carbine rifle is a firearm, capable of accurately stopping an armed subject at various distances. The carbine rifle is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon, designed for semi-automatic and selective fire. The projectile is capable of penetrating soft body armor being worn by armed subjects.
  - v. Sig Sauer MPX Suppressed 9MM Sub-gun | Cost: \$1,400 each | Quantity: Not to exceed 20 | The MPX is a firearm, capable of accurately stopping an armed subject at various distances. It is compact and designed to match firepower while also having the capability to clear enclosed or close combat spaces.
  - vi. Heckler & Koch MP5 9MM Sub-gun | Cost: \$2,500 each | Quantity: Not to exceed 20 | The MP5 is a firearm, capable of accurately stopping an armed subject at various distances. It is compact and designed to match firepower while also having the capability to clear enclosed or close combat spaces.
- b. Purpose  
To be used as precision weapons to address a threat with more accuracy and/or greater distances than a handgun, if present and feasible. These firearms can also be used to match the firepower of the threat being faced, as well as to penetrate barriers or barricades in critical incidents.
- c. Authorized Use  
Use of all of the listed firearms are guided by the Manual. The Colt M4 Carbine is authorized to be carried by all officers regardless of assignment. The AR-10 and M4 Commando carbine rifles are specifically used by SWAT. The MPX and MP5 are specifically used by SWAT and the Special Enforcement Team (SET). All of these firearms are only authorized for use by an officer after attending an approved training with annual training and qualifications thereafter.
- d. Expected Lifespan
- i. Colt M4 Carbine 5.56MM Rifle: 20 years
  - ii. DPMS Panther Arms AR-10 .308 Caliber Rifle, Model: LR-308: 20 years
  - iii. Federal Cartridge .308 Winchester Tactical Bonded Tip 168 Grain Duty Ammunition Cartridge: No expiration
  - iv. Colt 5.56MM, M4 Commando Carbine Lower Receiver with Daniel Defense MK18 Upper Receiver Group: 20 years
  - v. Sig Sauer MPX Suppressed 9MM Sub-gun: 20 years
  - vi. Heckler & Koch MP5 9MM Sub-gun: 20 years
- e. Fiscal Impact
- i. Rifles: Annual maintenance is approximately \$0 to \$100 per rifle
  - ii. Ammunition (.308 Winchester): Expected annual cost between \$200 and \$1,000 to replenish used stock
- f. Training

The officers receive training during orientation and conduct continual annual training. The AR-10 and M4 Commando carbine rifles are specifically used by SWAT. The MPX and MP5 are specifically used by SWAT and the Special Enforcement Team (SET). Before deploying specialty rifles, designated SET and/or SWAT Team members must attend an approved training course provided by a certified instructor. Once certified, authorized users must qualify with the rifle every year.

g. Legal and Procedural Rules

Use is established under Manual (Use of Force, Firearms, and Patrol Rifles). It is the policy of the Department to utilize these rifles and the associated munitions only for official law enforcement purposes, according to State and Federal law.

**8. Diversionary Devices (Flashbangs):** A diversionary device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest/search warrant situations.

a. Description, quantity, capabilities, and purchase cost

- i. Defense Technology Low Roll Reloadable Flashbang (#8933) with 12-Gram Reload (#8901) | Cost: \$33.23 each | Quantity: Not to exceed 60 | The Low Roll Reloadable Flashbang is an explosive device that produces a flash of light and a sudden, loud noise intended to temporarily stun, distract, and disperse people. It is thrown by hand or projected and produces 175 dB of sound output at 5 feet and 6-8 million candelas for 10 milliseconds.
- ii. Combined Tactical Systems, 7290m Mini Flashbang | Cost: \$38 each | Quantity: Not to exceed 60 | The 7290M Flashbang is an explosive device that produces a flash of light and a sudden, loud noise intended to temporarily stun, distract, and disperse people. It produces 175db of sound output and produces 6-8 million candelas of light.
- iii. Combined Tactical Systems, 7290-9 Flashbang | Cost: \$138.70 each | Quantity: Not to exceed 60 | The 7290-9 Flashbang is an explosive device that produces a flash of light and a sudden, loud noise intended to temporarily stun, distract, and disperse people.

b. Purpose

The proper use and deployment of diversionary devices can increase officer safety and assist officers with the successful completion of a tactical situation. This includes, but is not limited to barricaded suspects, hostage situations, high-risk warrant service, or any life-threatening situation.

c. Authorized Use

Absent exigent circumstances, only sworn members who have completed Department-approved training by a certified Department-approved trainer may be issued, use, or carry diversionary devices. The devices shall be stored and carried within Federal regulations. These devices can also be used for training exercises or approved demonstrations.

d. Expected Lifespan

- i. Defense Technology Low Roll Flash-Bang Body 8933: Approximately 26 deployments
- ii. Defense Technology Distraction Device Reload 12-Gram 8901: Until used
- iii. Combined Tactical Systems 7290M Mini Flash-Bang: Until used
- iv. Combined Tactical Systems 7290-9 Flash-Bang: Until used

e. Fiscal Impact

Expected annual cost of \$500 to \$4,000 to replenish used stock (including training deployments)

f. Training

Before use, officers must attend diversionary device training that is conducted by a certified Department approved instructor. Additionally, members of the SPD SWAT Team will conduct two two-hour training blocks on the use of diversionary devices yearly.

g. Legal and Procedural Rules

Use is established in the Manual (Use of Force and Diversionary Devices - Flashbangs). It is the policy of the Department to utilize diversionary devices only for official law enforcement purposes, and according to State and Federal law regarding the use of force.

**9. Chemical Agents:** Canisters that contain chemical agents (such as CS (2-chlorobenzalmalononitrile), OC (Oleoresin Capsicum) and CN (Chloroacetophenone)) that are released when deployed.

a. Description, quantity, capabilities, and purchase cost

- i. Defense Technology Pocket Tactical Grenade, CS, #1016 | Cost: \$29.77 each | Quantity: Not to exceed 30 | The Pocket Tactical Grenade is a small, lightweight, easily carried device that provides a medium volume of a chemical agent (CS) or smoke for certain situations. It was designed with the tactical team in mind for distraction, concealment, rescue, or signaling. The pocket grenade is not specifically intended as a crowd management device; however, it can be used in chemical configurations in conjunction with larger smoke canisters to “piggyback” chemical agents into a predominately smoke environment.
- ii. Defense Technology Pocket Tactical Grenade, Saf-Smoke, #1017 | Cost: \$29.77 each | Quantity: Not to exceed 30 | The Pocket Tactical Grenade is a small, lightweight, easily carried device that provides a medium volume of a chemical agent or smoke for certain situations. It was designed with the tactical team in mind for distraction, concealment, rescue, or signaling. The pocket grenade is not specifically intended as a crowd management device; however, it can be used in chemical configurations in conjunction with larger smoke canisters to “piggyback” chemical agents into a predominately smoke environment.
- iii. Defense Technology Spede-Heat Continuous Discharge Chemical Grenade, CS, #1072 | Cost: \$30 each | Quantity: Not to exceed 30 | The Spede-Heat™ Grenade is designed specifically for outdoor use in crowd control situations. It is a high-volume continuous burn device that expels its CS payload in approximately 20 - 40 seconds from a single source.
- iv. Defense Technology Large Style Maximum Smoke, #1073, | Cost: \$38.29 each | Quantity: Not to exceed 30 | The Large Style Maximum Smoke Grenade is a designed specifically for outdoor use in crowd management situations. It is a high volume, slow-burning device that deploys large quantities of grey-white colored smoke for approximately 1.5 to 2 minutes. It can be utilized as a carrying agent (multiplier) for smaller OC, CN, or CS munitions, or for concealing the movement of agency personnel. It may also be used as a distraction to focus attention away from other activities.
- v. Defense Technology Maximum HC Smoke Military-Style Canister, #1083, | Cost: \$35.62 each | Quantity: Not to exceed 30 | The Military-Style Maximum Smoke Grenade comes from the Defense Technology® #3 smoke grenade. It is a slow-burning, high-volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.
- vi. Defense Technology Stinger CS Rubber Ball Grenade, #1088 | Cost: \$50.62 each | Quantity: Not to exceed 30 | The Stinger® Grenade is a combination of a Less Lethal Impact Munitions and a Distraction Device® that may incorporate optional CS or OC laden powder if desired. The Stinger® Grenade is a maximum effect device as it delivers

up to four stimuli for psychological and physiological effect: rubber pellets, light, sound, and optional chemical agent or OC. The blast is sufficient to project the rubber balls and optional chemical agent in a 50-foot radius. The Stinger® Grenade is most widely used as a crowd management tool by law enforcement and corrections in indoor and outdoor operations. As a pain compliance, distraction, and disorientation device for crowd management, it may be hand thrown or launched in the general direction of the crowd. It may be deployed for ground bursts or aerial bursts at the discretion of the operator. It is generally reserved as the last selection when chemical agents and less lethal impact munitions have not resolved the disorder or routed the crowd.

- vii. Defense Technology Han-Ball Rubber Ball Grenade, CS, #1092 | Cost: \$37.10 each | Quantity: Not to exceed 30 | The Han-Ball™ Rubber Ball Grenade is a fast-burning, high-volume continuous discharge grenade available in OC, CN, CS, and Saf-Smoke™. Designed specifically for outdoor use in crowd management situations. It is excellent for the rapid delivery of a chemical agent or smoke in quickly changing tactical situations.
- viii. Defense Technology Han-Ball Grenade, Saf-Smoke, #1093 | Cost: \$37.10 each | Quantity: Not to exceed 30 | The Han-Ball™ Rubber Ball Grenade is a fast-burning, high-volume continuous discharge grenade available in OC, CN, CS, and Saf-Smoke™. It is excellent for the rapid delivery of a chemical agent or smoke in quickly changing tactical situations. Hand throw or launch use only. Launching of grenades will provide deploying officers with additional standoff distances. This grenade offers coverage for large outdoor areas. In the Saf-Smoke™ configuration, it can be utilized for concealing the movement of agency personnel. It may also be used as a distraction to focus attention away from other activities.
- ix. Defense Technology OC Aerosol Grenade Fogger, 1 OZ., #56814 | Cost: \$13.75 each | Quantity: Not to exceed 30 | The Aerosol Grenade Fogger is a non-pyrotechnic that contains no chlorofluorocarbons (CFCs), is not a fire hazard, and requires minimal decontamination. It is designed for use in tactical indoor operations by law enforcement. The purpose of the Aerosol Grenade Fogger is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The 1.3% Major Capsaicinoids provide sufficient effects in confined areas of up to 6,000 cubic feet such as attics, crawl spaces, garages, and interior rooms.
- x. Defense Technology OC Aerosol Grenade Fogger, 6 OZ., #56854 | Cost: \$18.35 each | Quantity: Not to exceed 30 | The Aerosol Grenade Fogger is a non-pyrotechnic that contains no CFCs, is not a fire hazard, and requires minimal decontamination. It is designed for use in tactical indoor operations by law enforcement. The purpose of the Aerosol Grenade Fogger is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The 1.3% Major Capsaicinoids provide sufficient effects in confined areas of up to 25,000 cubic feet such as attics, crawl spaces, garages, and interior rooms.
- xi. Combined Tactical Systems (CTS) 5230B CS Baffled Canister Grenade, Pyro, Low Flame | Cost: \$45.20 each | Quantity: Not to exceed 100 | Pyrotechnic grenade designed for indoor/outdoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.
- xii. Combined Tactical Systems (CTS) 6340 OC Vapor Grenade | Cost: \$45.25 each | Quantity: Not to exceed 30 | This unique grenade delivers an invisible OC vapor and renders an intense respiratory effect to a non-compliant subject. The CTS 6340 has a 1-5 second discharge time and discharges OC vapor through three emission ports.

- xiii. Defense Technology First Defense 1.3% MK-9 Stream, Gel, or Foam OC Aerosol, #56895, 56591, 56891, 56792 | Cost: \$47.32 each | Quantity: Not to exceed 12 | The MK-9 features an easy to use trigger handle, is intended for use in crowd management, and will deliver 14 short bursts of OC at an effective range of 18-20 ft. This 1.3% MC OC aerosol product utilizes a stream delivery method providing a target-specific, strong concentrated stream for greater standoff.
- xiv. Defense Technology 1.3% MK-46V Stream OC Aerosol, #43046 | Cost \$380.85 each | Quantity: Not to exceed 6 | The MK-46 features a trigger handle, is intended for use in crowd management, and will deliver 26 short bursts of OC at an effective range of 25-30 ft. This 1.3% MC OC aerosol product utilizes a stream delivery method providing a target-specific, strong concentrated stream for greater standoff.
- b. Purpose  
Chemical agents may be used for crowd control, crowd dispersal, or against barricaded suspects based on the circumstances. This is done to limit the escalation of conflict where employment of lethal force is prohibited or undesirable.
- c. Authorized Use  
Absent exigent circumstances, only sworn members who have completed Department-approved training may be issued, use or carry chemical agents. These chemical agents can also be used for training exercises or approved demonstrations.
- d. Training  
Sworn members utilizing chemical agent canisters must be certified by a Department chemical agent instructor during orientation and during reoccurring Department in-service training. Additionally, members of the SPD SWAT Team will receive training on chemical agents bi-yearly and that training will be conducted by a certified chemical agent instructor in two-hour blocks.
- e. Expected Lifespan
  - i. Defense Technology Pocket Tactical Grenade, CS, #1016: 5 years
  - ii. Defense Technology Pocket Tactical Grenade, Saf-Smoke: #1017: 5 years
  - iii. Defense Technology Spede-Heat Continuous Discharge Chemical Grenade, CS: #10725: 5 years
  - iv. Defense Technology Large Style Maximum Smoke: #1073: 5 years
  - v. Defense Technology Maximum HC Smoke Military-Style Canister: #1083: 5 years
  - vi. Defense Technology Stinger CS Rubber Ball Grenade: #1088: 5 years
  - vii. Defense Technology Han-Ball Rubber Ball Grenade, CS: #1092: 5 years
  - viii. Defense Technology Han-Ball Grenade, Saf-Smoke: #1093: 5 years
  - ix. Defense Technology OC Aerosol Grenade Fogger, 1OZ: #56814: 5 years
  - x. Defense Technology OC Aerosol Grenade Fogger, 6OZ: #56854: 5 years
  - xi. Combined Tactical Systems (CTS) CS Baffled Canister Grenade, Pyro, Low-Flame: 5230B: 5 years
  - xii. Combined Tactical Systems (CTS) OC Vapor Grenade: 6340: 5 years
  - xiii. Defense Technology First Defense 1.3% MK-9 Stream, Gel, or Foam OC Aerosol: #56895, 56591, 56891, 56792: 5 years
  - xiv. Defense Technology 1.3% MK-46V Stream OC Aerosol: #43046: 5 years
- f. Fiscal Impact  
Expected annual cost of \$2,500 to \$10,000 to replenish used stock (including training deployments)
- g. Legal and Procedural Rules



Use is established under the Manual (Use of Force, Chemical Agents, and Oleoresin Capsicum - OC). It is the policy of the Department to utilize chemical agents only for official law enforcement purposes, and according to State and Federal law, including those regarding the use of force.

**10. Chemical Agent Launcher:** Cups that attach to 12 gauge less-lethal shotguns which allow officers to launch canisters of chemical agents or smoke.

a. Description, quantity, capabilities, and purchase cost

- i. Combined Tactical Systems (CTS) LC5 Launching Cup | Cost: \$302 each | Quantity: | Quantity: Not to exceed 6 | The CTS LC5 Launching Cup is designed for the 5200 series chemical agent grenades. The cup can be attached to virtually any 12 gauge shotgun and it launches cartridges for crowd management or as a diversionary device.
- ii. Defense Technology 12-Gauge Muzzle Bang/Launching Cartridge, #1210 | Cost: \$6.64 each | Quantity: Not to exceed 160 | The 12-Gauge Muzzle Bang Launching Cartridge incorporates an opaque shell and utilizes black powder as the propellant. The 12-Gauge Muzzle Bang Launching Cartridge is designed to be launched from a launching cup and produces 170 dB of sound output. It is designed to be aimed at the floor or wall at a 45 degree angle. It is used as a crowd management tool by law enforcement and corrections in crowd control situations as a means of warning, intimidation, or diversion. It may be deployed in the air over crowds or to the side for dissuading movement in a given direction. It may also be deployed to the far side of buildings to divert the attention away from an approach or entry.

b. Purpose

May be used for crowd control, crowd dispersal, riots, or against barricaded suspects based on the circumstances. It can also be used in circumstances where a tactical advantage can be obtained or during civil unrest incidents. This is done to limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Absent exigent circumstances, only sworn members who have completed Department-approved training may be issued or use CTS LC5 Launching Cups.

d. Expected Lifespan

- i. CTS LC5 Launching Cup: 25 years
- ii. 12-Gauge Muzzle Bang / Launching Cartridge: Until used

e. Fiscal Impact

- i. Launching Cups: Expected annual cost of \$0 to \$100 for maintenance
- ii. Cartridges: Expected annual cost of \$100 to \$300 for training and to replenish used stock (including training deployments)

f. Training

Sworn members utilizing CTS LC5 Launching Cups and 12-Gauge Muzzle Bang / Launching Cartridges must be certified by a certified chemical agent/diversionary device instructor. Additionally, members of the SPD SWAT Team will receive training on CTS LC5 Launching Cups bi-yearly and that training will be conducted by a POST-certified chemical agent/diversionary device instructor in two-hour blocks.

g. Legal and Procedural Rules

Use is established under the Manual (Use of Force and Chemical Agents). It is the policy of the Department to utilize CTS LC5 chemical agent launching cups only for official law enforcement purposes, and according to State and Federal law, including those regarding the use of force.

**11. Specialty Impact Munitions (SIMs) - 40mm Launchers and Munitions:** These devices are considered less lethal and are used to gain compliance from an individual who is violently or actively resisting. The use of such a device is intended to mitigate the number of serious injuries to officers, the subject, and other individuals.

a. Description, quantity, capabilities, and purchase cost

- i. 40MM LMT™ Tactical Single Launcher I425, Expandable Stock | Cost: \$1,200 each | Quantity: Not to exceed 40 | The 40LMT is a tactical single-shot launcher that features an expandable Rogers Super Stock and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two-point sling attachment. The 40LMT will fire standard 40mm less-lethal ammunition, up to 4.8 inches in cartridge length.
- ii. Penn Armas 40MM Multi-Shot, Pump Advance Launcher - 5" Cylinder | Cost: \$3,336 each | Quantity: Not to exceed 6 | A 40mm pump-action advance magazine drum launcher with a fixed stock and combo rail. It has a six-shot capacity 5" cylinder and a 10.75" rifled barrel. The PGL-65 features include a Double-action trigger, trigger lock push button, and hammerlock safeties.
- iii. Defense Technology 40MM eXact iMpact™ Sponge Round: #6325 | Cost: \$20.79 each | Quantity: Not to exceed 1,000 | The 40 mm exact iMpact™ Sponge Round is a "point-of-aim, point-of-impact" direct fire round that is most commonly used by tactical teams in situations where maximum deliverable energy is desired for the incapacitation of an aggressive, non-compliant subject. The 40 mm exact iMpact™ Sponge Round is intended for direct fire deployment. These areas provide sufficient pain stimulus, while greatly reducing serious or life-threatening injuries. The 40 mm exact iMpact™ Sponge Round can also be deployed in crowd control situations to protect the riot line, cover or enhance chemical munitions, or target specific agitators and organizers of the crowd. When used in this fashion, it is primarily both a psychological deterrent and physiological distraction serving as a pain compliance device to either get the crowd or subject moving or keep them at a designated distance.
- iv. Defense Technology 40MM eXact iMpact™ LE 40MM Extended Range Sponge Round: #6325LE | Cost: \$23.52 each | Quantity: Not to exceed 150 | The eXact iMpact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consists of a plastic body and sponge nose. It can be launched at a greater distance to provide further separation from officers. Used for crowd control, patrol, and tactical applications.
- v. Defense Technology 40MM Direct Impact® OC Round: #6320 | Cost: \$20.79 each | Quantity: Not to exceed 1,000 | A less lethal 40 mm lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40 mm grenade launcher with a rifled barrel at 295 feet per second (FPS). The 39-gram crushable foam projectile delivers 120 ft./lbs. of energy upon impact in addition to the dispersion of 5 grams of OC irritant. The 40 mm Direct Impact OC round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.
- vi. Defense Technology 40MM Direct Impact® OC Adjustable Range Round: #6320A | Cost: \$37.95 each | Quantity: Not to exceed 150 | The 40mm Direct Impact® Adjustable Range Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload contains an OC powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload. The projectile design has a

unique user-adjustable patented gas-bleed feature, which allows kinetic energy to be adjusted for two design points addressing close-in and extended range engagements. In the opened position, the standard range velocity allows for engagements of 1.5 – 40 meters. In the closed position, the extended range velocity allows for engagements of 40 – 70 meters.

- vii. Defense Technology 40MM Direct Impact® CS Round: #6322 | Cost: \$20.79 each | Quantity: Not to exceed 1,000 | A less lethal 40 mm lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40 mm grenade launcher with a rifled barrel at 295 feet per second (FPS). The 39-gram crushable foam projectile delivers 120 ft./lbs. of energy upon impact in addition to the dispersion of 5 grams of CS irritant. The 40MM Direct Impact CS round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.
  - viii. Defense Technology Direct Impact® 40MM Adjustable Range Round, CS Marking: #6322A | Cost: \$37.95 each | Quantity: Not to exceed 150 | The 40mm Direct Impact® Adjustable Range Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload is a marking and CS powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload. The projectile design has a unique user-adjustable patented gas-bleed feature, which allows kinetic energy to be adjusted for two design points addressing close-in and extended range engagements. In the opened position, the standard range velocity allows for engagements of 1.5 – 40 meters. In the closed position, the extended range velocity allows for engagements of 40 – 70 meters.
  - ix. Defense Technology Ferret 40MM CS Liquid Barricade Penetrator Round, #2262 | Cost: \$22.84 each | Quantity: Not to exceed 500 | The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.
  - x. Defense Technology Ferret 40MM CS Powder Barricade Round, #2292 | Cost: \$22.15 each | Quantity: Not to exceed 500 | The Ferret® 40 mm Barricade Penetrating Round is filled with a CS powder chemical agent. It is a frangible projectile that is spin-stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impact, the nose ruptures and instantaneously delivers the agent payload inside a structure or vehicle.
- b. Purpose  
The use of these devices is intended to mitigate the number of serious injuries to officers, the subject, and other individuals. The devices limit the escalation of conflict where employment of lethal force is prohibited or undesirable.
  - c. Authorized Use  
Approved SIM projectiles may be used in any of the following circumstances when the circumstances perceived by the officer at the time indicate that such application is reasonably necessary to:

- i. Control a subject who is violent or is actively resisting
- ii. Control a subject who has demonstrated, by words or action, an intention to be violent or to physically resist, and reasonably appears to present the potential to harm officers, him/herself or others
- iii. Disarm a suspect or control a subject who is reasonably believed to be armed
- iv. Stop a fleeing subject who is wanted for a serious crime (Mere flight from a pursuing officer, without other known circumstances or factors, is not good cause for the use of a SIM to apprehend an individual)
- v. Gain compliance during tactical situations that include but are not limited to a riot or civil unrest
- vi. Control dangerous animals
- vii. Be used on objects to gain a tactical advantage (e.g., windows, lights, etc.)
- viii. Training exercises or approved demonstrations
- d. Expected Lifespan
  - i. LMT 40mm Launchers: At least 15 years
  - ii. Penn Arms 40 mm Multi-Shot, Pump Advance Launcher, 5" Cylinder: At least 15 years
  - iii. Defense Technology 40MM eXact iMPact™ Sponge Round: #6325: 5 years
  - iv. Defense Technology 40MM eXact iMPact™ LE 40MM Extended Range Sponge Round: #6325LE: 5 years
  - v. Defense Technology 40MM Direct Impact® OC Round: #6320: 5 years
  - vi. Defense Technology 40MM Direct Impact® OC Adjustable Range Round: #6320A: 5 years
  - vii. Defense Technology 40MM Direct Impact® CS Round: #6322: 5 years
  - viii. Defense Technology Direct Impact® 40MM Adjustable Range Round, CS Marking: #6322A: 5 years
  - ix. Defense Technology Ferret 40MM CS Liquid Barricade Penetrator Round, #2262: 5 years
  - x. Defense Technology Ferret 40MM Powder Barricade Round, #2292: 5 years
- e. Fiscal Impact
  - i. Launchers: Annual maintenance is approximately \$0 to \$100 for each launcher
  - ii. Munitions: Expected annual cost of \$2,000 to \$5,000 to replenish used stock (including training deployments)
- f. Training

All officers receive training on the use of the 40mm LMT launcher with the sponge (#6325) and OC round (#6320). This training occurs during orientation and through reoccurring in-service training taught by Department instructors. SWAT personnel receive additional training internally when they transfer to the unit to include the Penn Arms launcher, CS rounds, barricade rounds, and the other rounds listed. SWAT operators who utilize these munitions have completed an approved chemical agent school and/or training facilitated by a Department-certified chemical agent instructor.
- g. Legal and Procedural Rules

Use is established under the Manual (Use of Force, Specialty Impact Munitions (SIM) Less-Lethal, Chemical Agents, and Oleoresin Capsicum – OC). It is the policy of the Department to utilize the SIM launchers and munitions only for official law enforcement purposes and according to State and Federal law, including those regarding the use of force.

## **12. Specialty Impact Munitions (SIMs) - 12 Gauge "Bean Bag" Launchers and Munitions:**

These devices are considered less lethal and are used to gain compliance from an individual who is violently or actively resisting. The use of such a device is intended to mitigate the number of serious injuries to officers, the subject, and other individuals.

a. Description, quantity, capabilities, and purchase cost

- i. Mossberg 590 12-Gauge Shotgun (Standard Department-issued with color marking to signify its use as less-lethal) | Cost: \$645 each | Quantity: Not to exceed 30 | The Mossberg 590 Less Lethal Shotgun is used to deploy the 12-Gauge Drag Stabilized Round up to 75 feet. The range of the weapon system helps to maintain space between officers and an individual, reducing the immediacy of the threat which is a principle of de-escalation.
- ii. Defense Technology 12-Gauge Drag Stabilized Round, #3027 | Cost: \$5.34 each | Quantity: Not to exceed 1,000 | The Drag Stabilized™ 12-Gauge Round is a translucent 12-Gauge shell loaded with a 40-Gram tear-shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails and utilizes smokeless powder as the propellant. This round has a velocity of 270fps with a maximum effective range of 75 feet.

b. Purpose

The use of such a device is intended to mitigate the number of serious injuries to officers, the subject, and other individuals. The devices limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Approved SIM projectiles may be used in any of the following circumstances when the circumstances perceived by the officer at the time indicate that such application is reasonably necessary to:

- i. Control a subject who is violent or is actively resisting
- ii. Control a subject who has demonstrated, by words or action, an intention to be violent or to physically resist, and reasonably appears to present the potential to harm officers, him/herself or others
- iii. Disarm a suspect or control a subject who is reasonably believed to be armed
- iv. Stop a fleeing subject who is wanted for a serious crime (Mere flight from a pursuing officer, without other known circumstances or factors, is not good cause for the use of a SIM to apprehend an individual)
- v. Gain compliance during tactical situations that include but are not limited to a riot or civil unrest
- vi. Control dangerous animals
- vii. Be used on objects to gain a tactical advantage (e.g., windows, lights, etc.)
- viii. Training exercises or approved demonstrations

d. Expected Lifespan

- i. Mossberg 590 Shotgun (Standard department-issued): At least 15 years
- ii. Defense Technology 12-Gauge Drag Stabilized Round: 5 years

e. Fiscal Impact

- i. Shotgun: Annual maintenance is approximately \$0 to \$50 for each shotgun
- ii. Ammunition: Expected annual cost of \$200 to \$1,000 to replenish used stock

f. Training

All officers are trained in the 12-gauge Mossberg 590 less-lethal shotgun with the 12-gauge drag-stabilized round. This training occurs during orientation and through reoccurring in-service training taught by Department instructors.

g. Legal and Procedural Rules

Use is established under the Manual (Use of Force and Specialty Impact Munitions (SIM) Less-Lethal). It is the policy of the Department to utilize the SIM launchers and munitions only for official law enforcement purposes and according to State and Federal law, including those regarding the use of force.

ORDINANCE NO. 2516

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING AN AMENDED MILITARY EQUIPMENT POLICY GOVERNING THE USE OF MILITARY EQUIPMENT PURSUANT TO ASSEMBLY BILL 481**

**WHEREAS**, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481"), relating to the use of military equipment by California law enforcement agencies; and

**WHEREAS**, AB 481 became effective January 1, 2022 and is codified at Sections 7070 through 7057 of Chapter 12.8 of Division 7 of Title 1 of the California Government Code; and

**WHEREAS**, the term "military equipment" is defined in California Government Code Section 7070; and

**WHEREAS**, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, and used; and

**WHEREAS**, AB 481 requires, among other things, that a law enforcement agency obtain approval of the governing body, by an ordinance adopting a military equipment use policy that includes a description of the equipment, quantity, capabilities, expected lifespan, purposes and authorized uses, fiscal impact, legal and procedural rules governing authorized uses, required training, and mechanisms to ensure compliance with the agency's use policy, prior to taking certain actions relating to the funding, acquisition or use of military equipment, including military equipment acquired prior to January 1, 2022; and

**WHEREAS**, on May 17, 2022, the City Council adopted Ordinance No. 2497, adopting a Military Equipment Policy; and

**WHEREAS**, the West Covina Police Department is in possession of certain items of equipment that qualify as "military equipment" under AB 481 and further intends to acquire other items of military equipment; and

**WHEREAS**, the West Covina Police Department has prepared a proposed amended Military Equipment Policy, attached hereto as Exhibit "A" and incorporated herein; and

**WHEREAS**, the Police Department submitted the proposed amended Military Equipment Policy to the City Council and made the proposed Military Equipment Policy available on the Police Department's website for at least 30 days prior to the first public meeting concerning the proposed Military Equipment Policy on August 15, 2023; and

**WHEREAS**, as required by AB 481, the City Council determines as follows:

- (a) the military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and
- (b) the proposed Military Equipment Policy will safeguard the public's welfare, safety, civil rights, and civil liberties; and
- (c) the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and
- (d) prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

**WHEREAS**, the proposed Military Equipment Policy satisfies the requirements of California Government Code Section 7070(d); 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 ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

**SECTION 2. Approval of Military Equipment Policy.** The City Council, having received the information required under AB 481 regarding the West Covina Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to and hereby approves the Military Equipment Policy attached hereto as Exhibit "A." The Military Equipment Policy shall govern the approval, acquisition, use and reporting of military equipment by the West Covina Police Department.

**SECTION 3. Repeal of Ordinance No. 2497.** The City Council hereby repeals Ordinance No. 2497.

**SECTION 4. Environmental Compliance.** The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance will have a significant effect on the environment. The Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act pursuant to Section 15061(b)(3) (General Rule) of Title 14 of the California Code of Regulations.

**SECTION 5. Inconsistencies.** Any provision of the West Covina Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the

extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

**SECTION 6. Uncodified Ordinance.** This Ordinance shall not be codified in the West Covina Municipal Code unless and until the City Council so ordains.

**SECTION 7. 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 8. Effective Date.** This Ordinance shall take effect thirty (30) days after its final passage.

**SECTION 9. Certification.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted as required by law.

**PASSED, APPROVED AND ADOPTED** this 5th day of September, 2023.

\_\_\_\_\_  
Rosario Diaz  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

\_\_\_\_\_  
Thomas P. Duarte  
City Attorney

\_\_\_\_\_  
Lisa Sherrick  
Assistant City Clerk



STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )  
CITY OF WEST COVINA )

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2516 was introduced at a regular meeting of the City Council held on the 15th day of August, 2023, and adopted at a regular meeting of the City Council held on the 5th day of September, 2023, by the following vote of the City Council:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

**Lisa Sherrick**  
**Assistant City Clerk**

**EXHIBIT A**

**MILITARY EQUIPMENT POLICY**

# Military Equipment

## 717.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, use, and reporting requirements of military equipment, as defined in Government Code § 7070, in accordance with Assembly Bill No. 481 of 2021 (codified at Government Code §§ 7070-7075).

### 717.1.1 DEFINITIONS

Definitions related to this policy include:

**Governing body** – The elected or appointed body that oversees the Department.

**Military equipment** – The meaning set forth in Government Code § 7070(c), as amended from time to time, and includes the following:

- (a) Unmanned, remotely piloted, powered aerial or ground vehicles.
- (b) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- (c) High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- (d) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
- (e) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- (f) Weaponized aircraft, vessels, or vehicles of any kind.
- (g) Battering rams, slugs, and breaching apparatuses that are explosive in nature. Items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded.
- (h) Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- (i) Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms and ammunition.
- (j) Any firearm or firearm accessory that is designed to launch explosive projectiles.
- (k) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
- (l) TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- (m) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

# West Covina Police Department

## West Covina PD Policy Manual

### *Military Equipment*

---

- (n) Any other equipment as determined by a governing body or a state agency to require additional oversight.
- (o) Notwithstanding paragraphs (a) through (n), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

#### **717.2 POLICY**

It is the policy of the West Covina Police Department that members of this Department comply with the provisions of Government Code §§ 7071-7072 with respect to military equipment.

#### **717.3 MILITARY EQUIPMENT COORDINATOR**

The Chief of Police shall designate a member of this Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as a liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of West Covina Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  - 1. Coordinating with the City Clerk's Office to publicize the details of the meeting.
  - 2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and governing body.
- (g) Ensuring the annual report is made available on the Department website (Government Code § 7072).
- (h) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

#### **717.4 MILITARY EQUIPMENT INVENTORY**

The following constitutes a list of qualifying equipment for the Department:

[WCPD Military Equipment Inventory](#)

## *Military Equipment*

---

### **717.5 APPROVAL**

The Chief of Police or their authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or their authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the Department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following, as outlined in Government Code § 7071:

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

### **717.6 COORDINATION WITH OTHER JURISDICTIONS**

As established through past practice and mutual aid agreements, any jurisdiction through contract, mutual aid agreement, or request must accept the Department's policies and procedures governing the deployment of equipment utilized by West Covina Police Department employees. This is reciprocal to other law enforcement agencies.

Military equipment used by any member of this Department shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

The West Covina Police Department hereby adopts the military equipment use policy as is approved and may be amended from time to time, under Government Code § 7070 et seq., for jurisdictions that the West Covina Police Department may engage with to provide mutual aid. This section is in no way a limitation to the ability of the West Covina Police Department to deploy or use the military equipment of another jurisdiction.

# West Covina Police Department

## West Covina PD Policy Manual

### *Military Equipment*

---

#### **717.7 ANNUAL REPORT**

Upon approval of a military equipment policy, the Chief of Police or their authorized designee shall submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or their authorized designee shall also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

#### **717.8 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

#### **717.9 COMPLIANCE PROCEDURE**

This procedure is to ensure compliance with the military equipment use policy. All complaints, concerns, or questions submitted regarding this policy will be handled pursuant to the Department's normal complaint process and be handled in a timely manner.

## Attachments

## WCPD Military Equipment Inventory.pdf



## **Military Equipment Inventory Attachment to Policy 717**

1. **Unmanned Aircraft System (UAS):** An unmanned aircraft along with the associated equipment necessary to control it remotely.
  - a. Description, quantity, capabilities, and purchase cost
    - i. DJI MAVIC MATRICE 210 | Cost: \$16,910 each | Quantity: 2 | UAS weighing approximately 13.5 lbs., approximately 30 minutes of flight time, and attachments including FLIR camera, spotlight, optical zoom camera, and ability to record video.
    - ii. DJI SPARK | Cost: \$500 each | Quantity: 3 | UAS with a single-color camera, weighs approximately 0.6 lbs., approximately 15-20 minutes of flight time, and has video recording capabilities.
    - iii. DJI PHANTOM 4 Pro | Cost: \$3,500 each | Quantity: 2 | UAS that weighs approximately 3 lbs., approximately 30 minutes of flight time, and is capable of video recording.
    - iv. DJI Matrice 30T | Cost: \$12,251.98 each | Quantity: 2 | UAS weighing approximately 8.3 lbs., approximately 40 minutes of flight time, and attachments including thermal and optical zoom camera, spotlight, speaker, and ability to record video.
    - v. DJI Mavic | Cost: \$5,498 each | Quantity: 1 | UAS weighing approximately 1.6 lbs., approximately 46 minutes of flight time, and attachments optical zoom camera, speaker, and ability to record video.
    - vi. DJI Mini 3 | Cost: \$3,565 each | Quantity: 1 | UAS weighing approximately 0.55 lbs., approximately 34 minutes of flight time.
    - vii. DJI Avata | Cost: \$2,422.99 each | Quantity: 2 | UAS weighing approximately 0.90 lbs., approximately 18 minutes of flight time.
  - b. Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

    - i. Major collision investigations
    - ii. Search for missing persons
    - iii. Natural disaster management
    - iv. Crime scene photography
    - v. Special Problems Detail [Special Weapons and Tactics (SWAT)/Hostage Negotiations Team (HNT)], tactical, or other public safety and life preservation missions
    - vi. In response to specific requests from local, state, or federal fire authorities for major incidents
  - c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.
  - d. Expected Lifespan

All UAS Equipment: 3 to 7 years
  - e. Fiscal Impact

All UAS Equipment: Annual maintenance and battery replacement cost are approximately \$0 to \$3,000
  - f. Training

All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend a basic UAS operator course and ongoing bi-monthly unit training.

g. Legal and Procedural Rules

Use is established in FAA Regulation 14 CFR Part 107, and the Department's UAS policy (Unmanned Aerial System (UAS) Operations). It is the policy of the Department to utilize UAS only for official law enforcement purposes and according to State and Federal law.

**2. Unmanned, Remotely Piloted, Ground Vehicles (Robots):** A remotely controlled unmanned machine that operates on the ground, which is utilized to enhance the safety of the community and officers.

a. Description, quantity, capabilities, and cost

- i. iRobot PacBot Model BB2590 | Cost: \$0 each | Quantity: 3 | The PacBot is a heavy-duty battery-powered robot. It has a stair-climbing ability and an arm capable of lifting several pounds. The PacBot is also equipped with a camera that can provide a live video and audio feed to the operator.
- ii. iRobot PacBot PCC | Cost: \$0 each | Quantity: 3 | The PacBot PCC is a suitcase-style monitor and controller that the operator uses to operate the iRobot PacBot robot. The suitcase is rugged and robust and utilizes 110 volts to operate.

b. Purpose

To be used to remotely gain visual data, deliver an HNT phone, open doors, and clear buildings without requiring an officer to enter.

c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate the robots.

d. Expected Lifespan

All robots: 3 to 5 years

e. Fiscal Impact

All robots: Annual maintenance and battery replacement cost are approximately \$0 to \$5,000

f. Training

All robot operators must complete an 8-hour Department training to operate the robots during live operations. Operators also complete reoccurring training throughout the year.

g. Legal and Procedural Rules

It is the policy of the Department to utilize a robot only for official law enforcement purposes and according to State and Federal law.

**3. Armored Vehicle:** Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

a. Description, quantity, capabilities, and purchase cost

- i. 2012 BAE Systems Tactical Vehicle Systems Mine Resistant Ambush Protected (MRAP) Vehicle | Cost: \$0 each (Obtained through the Federal 1033 Program) | Quantity: 1 | The Mine Resistant Ambush Protected Vehicle is an armored vehicle that seats 10 personnel with an open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. Provides greater levels of survivability and mobility to navigate challenging and unpredictable environments. Greater survivability is achieved through an enhanced monolithic floor, a strengthened chassis frame, and highly effective blast absorbing seats.
- ii. Cadillac Gage Commando Ranger, Peacekeeper | Cost: \$0 each (Obtained through the Federal 1033 Program) | Quantity: 1 | The Peacekeeper is an armored vehicle that seats 8 personnel with an open floor plan that allows for rescue of down personnel. It can stop

various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

- iii. Lenco Bearcat, G2 | Cost: \$304,630 each | Quantity: 1 | The Bearcat is an armored vehicle that seats 10 to 12 personnel with an open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

b. Purpose

- i. The MRAP has been exclusively designated as a Rescue Vehicle and will be referred to as the Rescue Vehicle or RV-1. The primary purpose of the Rescue Vehicle (RV-1) is to perform high-risk rescues or rapid extractions of persons during times of crisis. RV-1 is also designed to safely transport officers into positions of tactical advantage during critical incidents. RV-1 will be utilized when other Department resources are impractical. RV-1 provides greater safety to citizens and officers beyond the protection level of shield and personal body armor and can protect the occupants from IEDs or other explosive devices.
- ii. The primary purpose of the Peacekeeper and Bearcat is to protect employees during high-risk incidents. They are also designed to safely transport officers into positions of tactical advantage or to evacuate civilian personnel during critical incidents. Both vehicles provide greater safety to citizens and officers beyond the protection level of shield and personal body armor.

c. Authorized Use

An armored vehicle may be used if one or more of the following criteria are present:

- i. Incidents where human lives may be in immediate peril
- ii. Incidents where a threat of confrontation by gunfire or other weapons exists
- iii. Incidents involving a significant threat of violence
- iv. Rapid response deployments
- v. Acts of terror (violent attacks upon populated areas such as schools, community events, government buildings, shopping malls, and places of worship)
- vi. Natural disasters (significant earthquakes, major fires, floods, etc.)
- vii. Incidents deemed appropriate by the Chief of Police or their designee
- viii. Training exercises or approved demonstrations

d. Expected Lifespan

- i. MRAP: Approximately 25 years
- ii. Peacekeeper: Approximately 25 years
- iii. Lenco Bearcat G2: Approximately 25 years

e. Fiscal Impact

- i. MRAP: Annual maintenance cost of approximately \$0 to \$1,000
- ii. Peacekeeper: Annual maintenance cost of approximately \$0 to \$2,000
- iii. Bearcat: Annual maintenance cost of approximately \$0 to \$5,000

f. Training

Armored vehicles may only be operated by employees who possess the proper licensing and have been trained in the proper use of the vehicle. Employees designated as operators of one or more armored vehicles shall receive training in the safe operation and care for each vehicle and show competence before operating any of the listed armored vehicles.

g. Legal and Procedural Rules

Use is established in the Manual (Vehicle Use, Vehicle Maintenance, and Specialty Vehicle Deployment). It is the policy of the Department to utilize armored vehicles for official law enforcement purposes, according to State and Federal law.

**4. Command and Control Vehicles:** The mobile command post (MCP) is a vehicle used as a mobile office that provides shelter, access to Department computer systems, dispatch communication consoles, radio communications, and restroom facilities during extended events.

a. Description, quantity, capabilities, and purchase cost

2014 Mobile Specialty Vehicles (custom-built, using a Lone Star chassis) 40 LS Lone Star | Cost: \$471,806 | Quantity: 1 | A Class A RV outfitted with radio communications, computers, computer-aided dispatch (CAD) capabilities, monitors, and restroom to function as a mobile office for members of the department during department-approved functions.

b. Purpose

The purpose of the Mobile Command Post is to provide a safe and private location for employees to conduct Department business or to act as the Command Center as needed.

c. Authorized Use

Only officers trained in their deployment and operations in a manner consistent with Department policy and training are authorized to operate the MCP. The Mobile Command Post may be deployed for the following:

- i. Major Criminal Investigations
- ii. Major Traffic Investigations
- iii. Critical Incidents
- iv. Natural Disasters
- v. Special Problems Detail (SPD) Call-outs or Pre-Planned Events
- vi. Community Events
- vii. Supporting or Replacing the Command Center (e.g., outages, repairs)
- viii. Requests of use by outside law enforcement agencies with the approval of the Chief of Police or their designee

d. Expected Lifespan

MCP: 20 years on chassis and vehicle structure

e. Fiscal Impact

MCP: Annual maintenance cost is approximately \$0 to \$5,000

f. Training

The MCP may only be operated by employees who possess the proper licensing and have been trained in the proper care and use of the vehicle.

g. Legal and Procedural Rules

Use is established under the Manual (Vehicle Use, Vehicle Maintenance, and Specialty Vehicle Deployment). It is the policy of the Department to use the MCP only for official law enforcement purposes and following California State law regarding the operation of motor vehicles.

**5. Breaching Apparatuses Explosive in Nature:** Tools that are used to conduct an explosive breach.

a. Description, quantity, capabilities, and purchase cost

- i. Remington Model 870 BRS Breaching 12 Gauge, 11-Inch Stand-Off Barrel | Cost: \$645 each | Quantity: 2 | This weapon allows for breachers to safely utilize shotgun breaching round to destroy deadbolts, locks, and hinges. The breaching stand-off device that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure.
- ii. Mossberg 590 12 Gauge Shotgun with an Affixed 18.5" Security Breaching Barrel | Cost: \$583 each | Quantity: 2 | This weapon allows for breachers to safely utilize shotgun

breaching round to destroy deadbolts, locks, and hinges. The breaching stand-off device that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure.

- iii. Royal Arms Tesar-2 Black Cap 425 Grain Copper Frangible Breaching Round | Cost: \$5 each | Quantity: Not to exceed 75 | The round is fired from a breaching shotgun and is used to destroy deadbolts, locks, and hinges.
- iv. Royal Arms Tesar-4 Yellow Cap 750 Grain Copper Frangible Breaching Round | Cost: \$5 each | Quantity: Not to exceed 75 | The round is fired from a breaching shotgun and is used to destroy deadbolts, locks, and hinges.
- b. Purpose  
Used to provide officers a way to safely gain entry into a structure.
- c. Authorized Use  
Absent exigent circumstances, only sworn members who have completed Department-approved training may be issued or use breaching shotguns. The breaching rounds can also be used for training exercises or approved demonstrations.
- d. Expected Lifespan
  - i. Breaching Shotguns: 25 years
  - ii. Royal Arms Tesar-2 black cap 425-grain copper breaching round: 5 years
  - iii. Royal Arms Tesar-4 yellow cap 750-grain copper frangible breaching round: 5 years
- e. Fiscal Impact
  - i. Breaching Shotguns: Annual maintenance approximately \$0 to \$50
  - ii. Breaching Round: Expected annual cost between \$0 to \$300 to replenish used stock
- f. Training  
Sworn members utilizing a breaching shotgun must be certified to do so by a certified breaching instructor during Department-approved training. Additionally, members of the SPD SWAT Team will receive training on breaching shotguns bi-yearly and that training will be conducted by a certified breaching instructor in two-hour blocks.
- g. Legal and Procedural Rules  
It is the policy of the Department to utilize breaching shotguns and the associated munitions only for official law enforcement purposes, according to State and Federal law.

**6. Firearms of .50 Caliber and Ammunition:** A .50 caliber bolt-action rifle is defined as a centerfire rifle that can fire a .50 BMG cartridge and is not already an assault weapon or a machinegun as defined by Penal Code section 16880. A “.50 BMG cartridge” means a cartridge that is designed and intended to be fired from a centerfire rifle and that meets all of the following criteria: It has an overall length of 5.54 inches from the base to the tip of the bullet, the bullet diameter for the cartridge is from .510 to, and including, .511 inch, the case base diameter for the cartridge is from .800 inch to, and including, .804 inch, and the cartridge case length is 3.91 inches. (Penal Code §§ 30525, 30530.)

- a. Description, quantity, capabilities, and purchase cost
  - i. McMillan TAC-50 Bolt Action Sniper Rifle | Cost: \$7,100 each | Quantity: 1 | The McMillan TAC-50 is a manually operated, rotary bolt-action rifle. The large bolt has dual front locking lugs, and its body has spiral flutes to reduce weight. The heavy match-grade barrel is also fluted to dissipate heat quickly and reduce overall weight, and fitted with an effective muzzle brake to reduce recoil. The rifle is fed from detachable box magazines, holding 5 rounds each. The stock is made from fiberglass by McMillan Stocks and is designed to be used from a bipod only. The buttstock is adjustable for the length of pull with rubber spacers and can be removed for compact storage. The rifle has no open

sights; it can be used with a variety of telescopic or night sights. The rifle can be also used to hit subjects that are hiding behind cover and walls, as its powerful ammunition can penetrate through bricks and concrete.

- ii. Hornady .50 Caliber BMG 750 Grain A-Max Ammunition Cartridge | Cost: \$67 (per box of 10) | Quantity: Not to exceed 1,000 | Loaded to exacting specifications to provide pinpoint accuracy. Each cartridge is loaded with either Hornady® A-MAX® bullets, high-performance boat tail hollow points, or the new, radically superior ELD® Match bullets. Stringent quality control ensures proper bullet seating, consistent charges and pressures, optimal velocity, consistent overall length, and repeatable accuracy.

b. Purpose

The rifle provides authorized personnel with the capability to pierce hard armor, multiple layers of mild steel, or substantial brick, concrete, and other materials that may give hard cover to armed and/or dangerous suspects. It can also be used to disable vehicles, disrupt homemade explosives, provide over-watch protection, and for tactical porting. Tactical porting is the use of a projectile fired from a hard target rifle to create a port or hole.

c. Authorized Use

The use of the rifle is restricted to designated and authorized members of the SPD SWAT Team. Operators must attend an approved 40-hour training course provided by a certified instructor. Once certified authorized users must qualify with the rifle every year.

d. Expected Lifespan

- i. McMillian TAC-50 Bolt Action 50. Caliber Rifle: 20 years
- ii. Hornady .50 Caliber BMG 750 Grain A-Max ammunition: No expiration

e. Fiscal Impact

- i. Rifle: Annual maintenance is approximately \$0 to \$200 per rifle
- ii. Ammunition: Expected annual cost between \$0 to \$500 to replenish used stock

f. Training

Before deploying the rifle, designated SPD SWAT Team members must attend an approved 40-hour training course provided by a certified instructor. Once certified, authorized users must qualify with the rifle every year.

g. Legal and Procedural Rules

Use is established under the Manual (Use of Force and Firearms). It is the policy of the Department to utilize the rifle only for official law enforcement purposes, and according to State and Federal law including those regarding the use of force.

**7. Specialized Firearms and Ammunition:** Firearms that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.

a. Description, quantity, capabilities, and purchase cost

- i. Colt M4 Carbine 5.56MM Rifle, Model: LE6920MPS B | Cost: \$636.55 each | Quantity: Not to exceed 80 | The carbine rifle is a firearm, capable of accurately stopping an armed subject at various distances. The carbine rifle is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon, designed for semi-automatic & selective fire. The projectile is capable of penetrating soft body armor being worn by armed subjects.
- ii. DPMS Panther Arms AR-10 .308 Caliber Rifle, Model: LR-308 | Cost: \$1,500 each | Quantity: 4 | The DPMS with a 16" customized barrel, AR-10, is a precision style rifle. The firearm is chambered in .308 Winchester/7.62 NATO Rifle and has a 16" customized precision barrel. The magazine holds 20 rounds of ammunition and the rifle has a collapsible stock. This rifle is primarily used in an over-watch capacity to protect the

- community and SPD SWAT Team members during large events and critical incidents. The projectile is capable of penetrating soft body armor being worn by armed subjects.
- iii. Federal Cartridge .308 Winchester Tactical Bonded Tip 168 Grain Duty Ammunition Cartridge | Cost: \$319 (per case of 500) | Quantity: Not to exceed 10,000 | The Tactical Bonded Rifle Ammunition is a Federal product made exclusively for law enforcement. It achieves accuracy and terminal performance unmatched by any other ammunition. Designed to defeat the toughest barriers with minimal deflection or deviation for the most intense situations.
  - iv. Colt 5.56MM, M4 Commando Carbine Lower Receiver with Daniel Defense MK18 Upper Receiver Group | Cost: \$1,900 each | Quantity: Not to exceed 30 | The carbine rifle is a firearm, capable of accurately stopping an armed subject at various distances. The carbine rifle is a lightweight, air-cooled, gas operated, magazine fed, shoulder fired weapon, designed for semi-automatic and selective fire. The projectile is capable of penetrating soft body armor being worn by armed subjects.
  - v. Sig Sauer MPX Suppressed 9MM Sub-gun | Cost: \$1,400 each | Quantity: Not to exceed 20 | The MPX is a firearm, capable of accurately stopping an armed subject at various distances. It is compact and designed to match firepower while also having the capability to clear enclosed or close combat spaces.
  - vi. Heckler & Koch MP5 9MM Sub-gun | Cost: \$2,500 each | Quantity: Not to exceed 20 | The MP5 is a firearm, capable of accurately stopping an armed subject at various distances. It is compact and designed to match firepower while also having the capability to clear enclosed or close combat spaces.
- b. Purpose  
To be used as precision weapons to address a threat with more accuracy and/or greater distances than a handgun, if present and feasible. These firearms can also be used to match the firepower of the threat being faced, as well as to penetrate barriers or barricades in critical incidents.
- c. Authorized Use  
Use of all of the listed firearms are guided by the Manual. The Colt M4 Carbine is authorized to be carried by all officers regardless of assignment. The AR-10 and M4 Commando carbine rifles are specifically used by SWAT. The MPX and MP5 are specifically used by SWAT and the Special Enforcement Team (SET). All of these firearms are only authorized for use by an officer after attending an approved training with annual training and qualifications thereafter.
- d. Expected Lifespan
- i. Colt M4 Carbine 5.56MM Rifle: 20 years
  - ii. DPMS Panther Arms AR-10 .308 Caliber Rifle, Model: LR-308: 20 years
  - iii. Federal Cartridge .308 Winchester Tactical Bonded Tip 168 Grain Duty Ammunition Cartridge: No expiration
  - iv. Colt 5.56MM, M4 Commando Carbine Lower Receiver with Daniel Defense MK18 Upper Receiver Group: 20 years
  - v. Sig Sauer MPX Suppressed 9MM Sub-gun: 20 years
  - vi. Heckler & Koch MP5 9MM Sub-gun: 20 years
- e. Fiscal Impact
- i. Rifles: Annual maintenance is approximately \$0 to \$100 per rifle
  - ii. Ammunition (.308 Winchester): Expected annual cost between \$200 and \$1,000 to replenish used stock
- f. Training

The officers receive training during orientation and conduct continual annual training. The AR-10 and M4 Commando carbine rifles are specifically used by SWAT. The MPX and MP5 are specifically used by SWAT and the Special Enforcement Team (SET). Before deploying specialty rifles, designated SET and/or SWAT Team members must attend an approved training course provided by a certified instructor. Once certified, authorized users must qualify with the rifle every year.

g. Legal and Procedural Rules

Use is established under Manual (Use of Force, Firearms, and Patrol Rifles). It is the policy of the Department to utilize these rifles and the associated munitions only for official law enforcement purposes, according to State and Federal law.

**8. Diversionary Devices (Flashbangs):** A diversionary device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest/search warrant situations.

a. Description, quantity, capabilities, and purchase cost

- i. Defense Technology Low Roll Reloadable Flashbang (#8933) with 12-Gram Reload (#8901) | Cost: \$33.23 each | Quantity: Not to exceed 60 | The Low Roll Reloadable Flashbang is an explosive device that produces a flash of light and a sudden, loud noise intended to temporarily stun, distract, and disperse people. It is thrown by hand or projected and produces 175 dB of sound output at 5 feet and 6-8 million candelas for 10 milliseconds.
- ii. Combined Tactical Systems, 7290m Mini Flashbang | Cost: \$38 each | Quantity: Not to exceed 60 | The 7290M Flashbang is an explosive device that produces a flash of light and a sudden, loud noise intended to temporarily stun, distract, and disperse people. It produces 175db of sound output and produces 6-8 million candelas of light.
- iii. Combined Tactical Systems, 7290-9 Flashbang | Cost: \$138.70 each | Quantity: Not to exceed 60 | The 7290-9 Flashbang is an explosive device that produces a flash of light and a sudden, loud noise intended to temporarily stun, distract, and disperse people.

b. Purpose

The proper use and deployment of diversionary devices can increase officer safety and assist officers with the successful completion of a tactical situation. This includes, but is not limited to barricaded suspects, hostage situations, high-risk warrant service, or any life-threatening situation.

c. Authorized Use

Absent exigent circumstances, only sworn members who have completed Department-approved training by a certified Department-approved trainer may be issued, use, or carry diversionary devices. The devices shall be stored and carried within Federal regulations. These devices can also be used for training exercises or approved demonstrations.

d. Expected Lifespan

- i. Defense Technology Low Roll Flash-Bang Body 8933: Approximately 26 deployments
- ii. Defense Technology Distraction Device Reload 12-Gram 8901: Until used
- iii. Combined Tactical Systems 7290M Mini Flash-Bang: Until used
- iv. Combined Tactical Systems 7290-9 Flash-Bang: Until used

e. Fiscal Impact

Expected annual cost of \$500 to \$4,000 to replenish used stock (including training deployments)

f. Training



Before use, officers must attend diversionary device training that is conducted by a certified Department approved instructor. Additionally, members of the SPD SWAT Team will conduct two two-hour training blocks on the use of diversionary devices yearly.

g. Legal and Procedural Rules

Use is established in the Manual (Use of Force and Diversionary Devices - Flashbangs). It is the policy of the Department to utilize diversionary devices only for official law enforcement purposes, and according to State and Federal law regarding the use of force.

**9. Chemical Agents:** Canisters that contain chemical agents (such as CS (2-chlorobenzalmalononitrile), OC (Oleoresin Capsicum) and CN (Chloroacetophenone)) that are released when deployed.

a. Description, quantity, capabilities, and purchase cost

- i. Defense Technology Pocket Tactical Grenade, CS, #1016 | Cost: \$29.77 each | Quantity: Not to exceed 30 | The Pocket Tactical Grenade is a small, lightweight, easily carried device that provides a medium volume of a chemical agent (CS) or smoke for certain situations. It was designed with the tactical team in mind for distraction, concealment, rescue, or signaling. The pocket grenade is not specifically intended as a crowd management device; however, it can be used in chemical configurations in conjunction with larger smoke canisters to “piggyback” chemical agents into a predominately smoke environment.
- ii. Defense Technology Pocket Tactical Grenade, Saf-Smoke, #1017 | Cost: \$29.77 each | Quantity: Not to exceed 30 | The Pocket Tactical Grenade is a small, lightweight, easily carried device that provides a medium volume of a chemical agent or smoke for certain situations. It was designed with the tactical team in mind for distraction, concealment, rescue, or signaling. The pocket grenade is not specifically intended as a crowd management device; however, it can be used in chemical configurations in conjunction with larger smoke canisters to “piggyback” chemical agents into a predominately smoke environment.
- iii. Defense Technology Spede-Heat Continuous Discharge Chemical Grenade, CS, #1072 | Cost: \$30 each | Quantity: Not to exceed 30 | The Spede-Heat™ Grenade is designed specifically for outdoor use in crowd control situations. It is a high-volume continuous burn device that expels its CS payload in approximately 20 - 40 seconds from a single source.
- iv. Defense Technology Large Style Maximum Smoke, #1073, | Cost: \$38.29 each | Quantity: Not to exceed 30 | The Large Style Maximum Smoke Grenade is a designed specifically for outdoor use in crowd management situations. It is a high volume, slow-burning device that deploys large quantities of grey-white colored smoke for approximately 1.5 to 2 minutes. It can be utilized as a carrying agent (multiplier) for smaller OC, CN, or CS munitions, or for concealing the movement of agency personnel. It may also be used as a distraction to focus attention away from other activities.
- v. Defense Technology Maximum HC Smoke Military-Style Canister, #1083, | Cost: \$35.62 each | Quantity: Not to exceed 30 | The Military-Style Maximum Smoke Grenade comes from the Defense Technology® #3 smoke grenade. It is a slow-burning, high-volume, continuous discharge grenade designed for outdoor use in crowd management situations. Emits grey-white smoke only for approximately 1.5 to 2 minutes.
- vi. Defense Technology Stinger CS Rubber Ball Grenade, #1088 | Cost: \$50.62 each | Quantity: Not to exceed 30 | The Stinger® Grenade is a combination of a Less Lethal Impact Munitions and a Distraction Device® that may incorporate optional CS or OC laden powder if desired. The Stinger® Grenade is a maximum effect device as it delivers

up to four stimuli for psychological and physiological effect: rubber pellets, light, sound, and optional chemical agent or OC. The blast is sufficient to project the rubber balls and optional chemical agent in a 50-foot radius. The Stinger® Grenade is most widely used as a crowd management tool by law enforcement and corrections in indoor and outdoor operations. As a pain compliance, distraction, and disorientation device for crowd management, it may be hand thrown or launched in the general direction of the crowd. It may be deployed for ground bursts or aerial bursts at the discretion of the operator. It is generally reserved as the last selection when chemical agents and less lethal impact munitions have not resolved the disorder or routed the crowd.

- vii. Defense Technology Han-Ball Rubber Ball Grenade, CS, #1092 | Cost: \$37.10 each | Quantity: Not to exceed 30 | The Han-Ball™ Rubber Ball Grenade is a fast-burning, high-volume continuous discharge grenade available in OC, CN, CS, and Saf-Smoke™. Designed specifically for outdoor use in crowd management situations. It is excellent for the rapid delivery of a chemical agent or smoke in quickly changing tactical situations.
- viii. Defense Technology Han-Ball Grenade, Saf-Smoke, #1093 | Cost: \$37.10 each | Quantity: Not to exceed 30 | The Han-Ball™ Rubber Ball Grenade is a fast-burning, high-volume continuous discharge grenade available in OC, CN, CS, and Saf-Smoke™. It is excellent for the rapid delivery of a chemical agent or smoke in quickly changing tactical situations. Hand throw or launch use only. Launching of grenades will provide deploying officers with additional standoff distances. This grenade offers coverage for large outdoor areas. In the Saf-Smoke™ configuration, it can be utilized for concealing the movement of agency personnel. It may also be used as a distraction to focus attention away from other activities.
- ix. Defense Technology OC Aerosol Grenade Fogger, 1 OZ., #56814 | Cost: \$13.75 each | Quantity: Not to exceed 30 | The Aerosol Grenade Fogger is a non-pyrotechnic that contains no chlorofluorocarbons (CFCs), is not a fire hazard, and requires minimal decontamination. It is designed for use in tactical indoor operations by law enforcement. The purpose of the Aerosol Grenade Fogger is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The 1.3% Major Capsaicinoids provide sufficient effects in confined areas of up to 6,000 cubic feet such as attics, crawl spaces, garages, and interior rooms.
- x. Defense Technology OC Aerosol Grenade Fogger, 6 OZ., #56854 | Cost: \$18.35 each | Quantity: Not to exceed 30 | The Aerosol Grenade Fogger is a non-pyrotechnic that contains no CFCs, is not a fire hazard, and requires minimal decontamination. It is designed for use in tactical indoor operations by law enforcement. The purpose of the Aerosol Grenade Fogger is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The 1.3% Major Capsaicinoids provide sufficient effects in confined areas of up to 25,000 cubic feet such as attics, crawl spaces, garages, and interior rooms.
- xi. Combined Tactical Systems (CTS) 5230B CS Baffled Canister Grenade, Pyro, Low Flame | Cost: \$45.20 each | Quantity: Not to exceed 100 | Pyrotechnic grenade designed for indoor/outdoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.
- xii. Combined Tactical Systems (CTS) 6340 OC Vapor Grenade | Cost: \$45.25 each | Quantity: Not to exceed 30 | This unique grenade delivers an invisible OC vapor and renders an intense respiratory effect to a non-compliant subject. The CTS 6340 has a 1-5 second discharge time and discharges OC vapor through three emission ports.

- xiii. Defense Technology First Defense 1.3% MK-9 Stream, Gel, or Foam OC Aerosol, #56895, 56591, 56891, 56792 | Cost: \$47.32 each | Quantity: Not to exceed 12 | The MK-9 features an easy to use trigger handle, is intended for use in crowd management, and will deliver 14 short bursts of OC at an effective range of 18-20 ft. This 1.3% MC OC aerosol product utilizes a stream delivery method providing a target-specific, strong concentrated stream for greater standoff.
- xiv. Defense Technology 1.3% MK-46V Stream OC Aerosol, #43046 | Cost \$380.85 each | Quantity: Not to exceed 6 | The MK-46 features a trigger handle, is intended for use in crowd management, and will deliver 26 short bursts of OC at an effective range of 25-30 ft. This 1.3% MC OC aerosol product utilizes a stream delivery method providing a target-specific, strong concentrated stream for greater standoff.
- b. Purpose  
Chemical agents may be used for crowd control, crowd dispersal, or against barricaded suspects based on the circumstances. This is done to limit the escalation of conflict where employment of lethal force is prohibited or undesirable.
- c. Authorized Use  
Absent exigent circumstances, only sworn members who have completed Department-approved training may be issued, use or carry chemical agents. These chemical agents can also be used for training exercises or approved demonstrations.
- d. Training  
Sworn members utilizing chemical agent canisters must be certified by a Department chemical agent instructor during orientation and during reoccurring Department in-service training. Additionally, members of the SPD SWAT Team will receive training on chemical agents bi-yearly and that training will be conducted by a certified chemical agent instructor in two-hour blocks.
- e. Expected Lifespan
  - i. Defense Technology Pocket Tactical Grenade, CS, #1016: 5 years
  - ii. Defense Technology Pocket Tactical Grenade, Saf-Smoke: #1017: 5 years
  - iii. Defense Technology Spede-Heat Continuous Discharge Chemical Grenade, CS: #10725: 5 years
  - iv. Defense Technology Large Style Maximum Smoke: #1073: 5 years
  - v. Defense Technology Maximum HC Smoke Military-Style Canister: #1083: 5 years
  - vi. Defense Technology Stinger CS Rubber Ball Grenade: #1088: 5 years
  - vii. Defense Technology Han-Ball Rubber Ball Grenade, CS: #1092: 5 years
  - viii. Defense Technology Han-Ball Grenade, Saf-Smoke: #1093: 5 years
  - ix. Defense Technology OC Aerosol Grenade Fogger, 1OZ: #56814: 5 years
  - x. Defense Technology OC Aerosol Grenade Fogger, 6OZ: #56854: 5 years
  - xi. Combined Tactical Systems (CTS) CS Baffled Canister Grenade, Pyro, Low-Flame: 5230B: 5 years
  - xii. Combined Tactical Systems (CTS) OC Vapor Grenade: 6340: 5 years
  - xiii. Defense Technology First Defense 1.3% MK-9 Stream, Gel, or Foam OC Aerosol: #56895, 56591, 56891, 56792: 5 years
  - xiv. Defense Technology 1.3% MK-46V Stream OC Aerosol: #43046: 5 years
- f. Fiscal Impact  
Expected annual cost of \$2,500 to \$10,000 to replenish used stock (including training deployments)
- g. Legal and Procedural Rules

Use is established under the Manual (Use of Force, Chemical Agents, and Oleoresin Capsicum - OC). It is the policy of the Department to utilize chemical agents only for official law enforcement purposes, and according to State and Federal law, including those regarding the use of force.

**10. Chemical Agent Launcher:** Cups that attach to 12 gauge less-lethal shotguns which allow officers to launch canisters of chemical agents or smoke.

a. Description, quantity, capabilities, and purchase cost

- i. Combined Tactical Systems (CTS) LC5 Launching Cup | Cost: \$302 each | Quantity: | Quantity: Not to exceed 6 | The CTS LC5 Launching Cup is designed for the 5200 series chemical agent grenades. The cup can be attached to virtually any 12 gauge shotgun and it launches cartridges for crowd management or as a diversionary device.
- ii. Defense Technology 12-Gauge Muzzle Bang/Launching Cartridge, #1210 | Cost: \$6.64 each | Quantity: Not to exceed 160 | The 12-Gauge Muzzle Bang Launching Cartridge incorporates an opaque shell and utilizes black powder as the propellant. The 12-Gauge Muzzle Bang Launching Cartridge is designed to be launched from a launching cup and produces 170 dB of sound output. It is designed to be aimed at the floor or wall at a 45 degree angle. It is used as a crowd management tool by law enforcement and corrections in crowd control situations as a means of warning, intimidation, or diversion. It may be deployed in the air over crowds or to the side for dissuading movement in a given direction. It may also be deployed to the far side of buildings to divert the attention away from an approach or entry.

b. Purpose

May be used for crowd control, crowd dispersal, riots, or against barricaded suspects based on the circumstances. It can also be used in circumstances where a tactical advantage can be obtained or during civil unrest incidents. This is done to limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Absent exigent circumstances, only sworn members who have completed Department-approved training may be issued or use CTS LC5 Launching Cups.

d. Expected Lifespan

- i. CTS LC5 Launching Cup: 25 years
- ii. 12-Gauge Muzzle Bang / Launching Cartridge: Until used

e. Fiscal Impact

- i. Launching Cups: Expected annual cost of \$0 to \$100 for maintenance
- ii. Cartridges: Expected annual cost of \$100 to \$300 for training and to replenish used stock (including training deployments)

f. Training

Sworn members utilizing CTS LC5 Launching Cups and 12-Gauge Muzzle Bang / Launching Cartridges must be certified by a certified chemical agent/diversionary device instructor. Additionally, members of the SPD SWAT Team will receive training on CTS LC5 Launching Cups bi-yearly and that training will be conducted by a POST-certified chemical agent/diversionary device instructor in two-hour blocks.

g. Legal and Procedural Rules

Use is established under the Manual (Use of Force and Chemical Agents). It is the policy of the Department to utilize CTS LC5 chemical agent launching cups only for official law enforcement purposes, and according to State and Federal law, including those regarding the use of force.

**11. Specialty Impact Munitions (SIMs) - 40mm Launchers and Munitions:** These devices are considered less lethal and are used to gain compliance from an individual who is violently or actively resisting. The use of such a device is intended to mitigate the number of serious injuries to officers, the subject, and other individuals.

a. Description, quantity, capabilities, and purchase cost

- i. 40MM LMT™ Tactical Single Launcher I425, Expandable Stock | Cost: \$1,200 each | Quantity: Not to exceed 40 | The 40LMT is a tactical single-shot launcher that features an expandable Rogers Super Stock and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two-point sling attachment. The 40LMT will fire standard 40mm less-lethal ammunition, up to 4.8 inches in cartridge length.
- ii. Penn Armas 40MM Multi-Shot, Pump Advance Launcher - 5" Cylinder | Cost: \$3,336 each | Quantity: Not to exceed 6 | A 40mm pump-action advance magazine drum launcher with a fixed stock and combo rail. It has a six-shot capacity 5" cylinder and a 10.75" rifled barrel. The PGL-65 features include a Double-action trigger, trigger lock push button, and hammerlock safeties.
- iii. Defense Technology 40MM eXact iMPact™ Sponge Round: #6325 | Cost: \$20.79 each | Quantity: Not to exceed 1,000 | The 40 mm exact iMPact™ Sponge Round is a "point-of-aim, point-of-impact" direct fire round that is most commonly used by tactical teams in situations where maximum deliverable energy is desired for the incapacitation of an aggressive, non-compliant subject. The 40 mm exact iMPact™ Sponge Round is intended for direct fire deployment. These areas provide sufficient pain stimulus, while greatly reducing serious or life-threatening injuries. The 40 mm exact iMPact™ Sponge Round can also be deployed in crowd control situations to protect the riot line, cover or enhance chemical munitions, or target specific agitators and organizers of the crowd. When used in this fashion, it is primarily both a psychological deterrent and physiological distraction serving as a pain compliance device to either get the crowd or subject moving or keep them at a designated distance.
- iv. Defense Technology 40MM eXact iMPact™ LE 40MM Extended Range Sponge Round: #6325LE | Cost: \$23.52 each | Quantity: Not to exceed 150 | The eXact iMPact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consists of a plastic body and sponge nose. It can be launched at a greater distance to provide further separation from officers. Used for crowd control, patrol, and tactical applications.
- v. Defense Technology 40MM Direct Impact® OC Round: #6320 | Cost: \$20.79 each | Quantity: Not to exceed 1,000 | A less lethal 40 mm lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40 mm grenade launcher with a rifled barrel at 295 feet per second (FPS). The 39-gram crushable foam projectile delivers 120 ft./lbs. of energy upon impact in addition to the dispersion of 5 grams of OC irritant. The 40 mm Direct Impact OC round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.
- vi. Defense Technology 40MM Direct Impact® OC Adjustable Range Round: #6320A | Cost: \$37.95 each | Quantity: Not to exceed 150 | The 40mm Direct Impact® Adjustable Range Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload contains an OC powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload. The projectile design has a

unique user-adjustable patented gas-bleed feature, which allows kinetic energy to be adjusted for two design points addressing close-in and extended range engagements. In the opened position, the standard range velocity allows for engagements of 1.5 – 40 meters. In the closed position, the extended range velocity allows for engagements of 40 – 70 meters.

- vii. Defense Technology 40MM Direct Impact® CS Round: #6322 | Cost: \$20.79 each | Quantity: Not to exceed 1,000 | A less lethal 40 mm lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40 mm grenade launcher with a rifled barrel at 295 feet per second (FPS). The 39-gram crushable foam projectile delivers 120 ft./lbs. of energy upon impact in addition to the dispersion of 5 grams of CS irritant. The 40MM Direct Impact CS round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.
- viii. Defense Technology Direct Impact® 40MM Adjustable Range Round, CS Marking: #6322A | Cost: \$37.95 each | Quantity: Not to exceed 150 | The 40mm Direct Impact® Adjustable Range Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload is a marking and CS powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload. The projectile design has a unique user-adjustable patented gas-bleed feature, which allows kinetic energy to be adjusted for two design points addressing close-in and extended range engagements. In the opened position, the standard range velocity allows for engagements of 1.5 – 40 meters. In the closed position, the extended range velocity allows for engagements of 40 – 70 meters.
- ix. Defense Technology Ferret 40MM CS Liquid Barricade Penetrator Round, #2262 | Cost: \$22.84 each | Quantity: Not to exceed 500 | The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle. In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.
- x. Defense Technology Ferret 40MM CS Powder Barricade Round, #2292 | Cost: \$22.15 each | Quantity: Not to exceed 500 | The Ferret® 40 mm Barricade Penetrating Round is filled with a CS powder chemical agent. It is a frangible projectile that is spin-stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard, and thin plywood. Upon impact, the nose ruptures and instantaneously delivers the agent payload inside a structure or vehicle.

b. Purpose

The use of these devices is intended to mitigate the number of serious injuries to officers, the subject, and other individuals. The devices limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Approved SIM projectiles may be used in any of the following circumstances when the circumstances perceived by the officer at the time indicate that such application is reasonably necessary to:

- i. Control a subject who is violent or is actively resisting
- ii. Control a subject who has demonstrated, by words or action, an intention to be violent or to physically resist, and reasonably appears to present the potential to harm officers, him/herself or others
- iii. Disarm a suspect or control a subject who is reasonably believed to be armed
- iv. Stop a fleeing subject who is wanted for a serious crime (Mere flight from a pursuing officer, without other known circumstances or factors, is not good cause for the use of a SIM to apprehend an individual)
- v. Gain compliance during tactical situations that include but are not limited to a riot or civil unrest
- vi. Control dangerous animals
- vii. Be used on objects to gain a tactical advantage (e.g., windows, lights, etc.)
- viii. Training exercises or approved demonstrations
- d. Expected Lifespan
  - i. LMT 40mm Launchers: At least 15 years
  - ii. Penn Arms 40 mm Multi-Shot, Pump Advance Launcher, 5" Cylinder: At least 15 years
  - iii. Defense Technology 40MM eXact iImpact™ Sponge Round: #6325: 5 years
  - iv. Defense Technology 40MM eXact iImpact™ LE 40MM Extended Range Sponge Round: #6325LE: 5 years
  - v. Defense Technology 40MM Direct Impact® OC Round: #6320: 5 years
  - vi. Defense Technology 40MM Direct Impact® OC Adjustable Range Round: #6320A: 5 years
  - vii. Defense Technology 40MM Direct Impact® CS Round: #6322: 5 years
  - viii. Defense Technology Direct Impact® 40MM Adjustable Range Round, CS Marking: #6322A: 5 years
  - ix. Defense Technology Ferret 40MM CS Liquid Barricade Penetrator Round, #2262: 5 years
  - x. Defense Technology Ferret 40MM Powder Barricade Round, #2292: 5 years
- e. Fiscal Impact
  - i. Launchers: Annual maintenance is approximately \$0 to \$100 for each launcher
  - ii. Munitions: Expected annual cost of \$2,000 to \$5,000 to replenish used stock (including training deployments)
- f. Training

All officers receive training on the use of the 40mm LMT launcher with the sponge (#6325) and OC round (#6320). This training occurs during orientation and through reoccurring in-service training taught by Department instructors. SWAT personnel receive additional training internally when they transfer to the unit to include the Penn Arms launcher, CS rounds, barricade rounds, and the other rounds listed. SWAT operators who utilize these munitions have completed an approved chemical agent school and/or training facilitated by a Department-certified chemical agent instructor.
- g. Legal and Procedural Rules

Use is established under the Manual (Use of Force, Specialty Impact Munitions (SIM) Less-Lethal, Chemical Agents, and Oleoresin Capsicum – OC). It is the policy of the Department to utilize the SIM launchers and munitions only for official law enforcement purposes and according to State and Federal law, including those regarding the use of force.

## **12. Specialty Impact Munitions (SIMs) - 12 Gauge "Bean Bag" Launchers and Munitions:**

These devices are considered less lethal and are used to gain compliance from an individual who is violently or actively resisting. The use of such a device is intended to mitigate the number of serious injuries to officers, the subject, and other individuals.

a. Description, quantity, capabilities, and purchase cost

- i. Mossberg 590 12-Gauge Shotgun (Standard Department-issued with color marking to signify its use as less-lethal) | Cost: \$645 each | Quantity: Not to exceed 30 | The Mossberg 590 Less Lethal Shotgun is used to deploy the 12-Gauge Drag Stabilized Round up to 75 feet. The range of the weapon system helps to maintain space between officers and an individual, reducing the immediacy of the threat which is a principle of de-escalation.
- ii. Defense Technology 12-Gauge Drag Stabilized Round, #3027 | Cost: \$5.34 each | Quantity: Not to exceed 1,000 | The Drag Stabilized™ 12-Gauge Round is a translucent 12-Gauge shell loaded with a 40-Gram tear-shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four stabilizing tails and utilizes smokeless powder as the propellant. This round has a velocity of 270fps with a maximum effective range of 75 feet.

b. Purpose

The use of such a device is intended to mitigate the number of serious injuries to officers, the subject, and other individuals. The devices limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Approved SIM projectiles may be used in any of the following circumstances when the circumstances perceived by the officer at the time indicate that such application is reasonably necessary to:

- i. Control a subject who is violent or is actively resisting
- ii. Control a subject who has demonstrated, by words or action, an intention to be violent or to physically resist, and reasonably appears to present the potential to harm officers, him/herself or others
- iii. Disarm a suspect or control a subject who is reasonably believed to be armed
- iv. Stop a fleeing subject who is wanted for a serious crime (Mere flight from a pursuing officer, without other known circumstances or factors, is not good cause for the use of a SIM to apprehend an individual)
- v. Gain compliance during tactical situations that include but are not limited to a riot or civil unrest
- vi. Control dangerous animals
- vii. Be used on objects to gain a tactical advantage (e.g., windows, lights, etc.)
- viii. Training exercises or approved demonstrations

d. Expected Lifespan

- i. Mossberg 590 Shotgun (Standard department-issued): At least 15 years
- ii. Defense Technology 12-Gauge Drag Stabilized Round: 5 years

e. Fiscal Impact

- i. Shotgun: Annual maintenance is approximately \$0 to \$50 for each shotgun
- ii. Ammunition: Expected annual cost of \$200 to \$1,000 to replenish used stock

f. Training

All officers are trained in the 12-gauge Mossberg 590 less-lethal shotgun with the 12-gauge drag-stabilized round. This training occurs during orientation and through reoccurring in-service training taught by Department instructors.

g. Legal and Procedural Rules

Use is established under the Manual (Use of Force and Specialty Impact Munitions (SIM) Less-Lethal). It is the policy of the Department to utilize the SIM launchers and munitions only for official law enforcement purposes and according to State and Federal law, including those regarding the use of force.





## AGENDA STAFF REPORT

---

City of West Covina | Office of the City Manager

**DATE:** September 5, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: CONSIDERATION OF ACCEPTANCE OF WORK FOR SOLAR PV SYSTEM  
CONSTRUCTION PROJECT - PROJECT NO. 20418**

---

### **RECOMMENDATION:**

It is recommended that the City Council accept the work performed by Motive Energy Storage Systems, Inc. (MESSI) for the Solar PV System Construction Project (Project No. 21033) with a final contract amount of \$4,673,215.34.

### **BACKGROUND:**

On April 6, 2021, the City Council authorized the award of a contract to Motive Energy Telecommunications Group, Inc. in the amount of \$4,381,950.00, for the FY 2020-21 Solar PV Construction Project. The project included the engineering, procurement, and construction of a 1285kW-DC rooftop mounted and carport solar systems at four sites comprised of the Civic Center, the Senior Center, Cameron Park, and the City Yard. In July 2022, the City consented to the assignment of the agreement to Motive Energy Storage Systems, Inc. (MESSI).

### **DISCUSSION:**

All required improvements were constructed in conformance with the approved plans and specifications. The work was performed within the contractually specified duration and to the City Engineer's satisfaction. Construction costs totaled \$4,673,215.34, which is within the approved construction budget.

MESSI submitted a Final Completion Certificate on July 12, 2023. Pursuant to the agreement with MESSI, once final completion occurs and MESSI submits a Final Completion Certificate, the City is required to submit the Final Completion Certificate to the City Council for acceptance of the work.

The City retains five percent (5%) of each payment to the contractor as performance security. The City has 60 days from final acceptance of the work by the City Council to pay retention to MESSI.

### **LEGAL REVIEW:**

The City Attorney's Office has reviewed the staff report.

### **OPTIONS:**

The City Council has the following options:

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

---

### Fiscal Impact

#### FISCAL IMPACT:

This contract was funded through a lease purchase agreement under Project No. 21033 (CIP Fund 160). The contract was completed within the approved construction budget.

Construction Contract	\$4,381,950.00
15% Contingency	\$657,292.50
<b>Total Construction Estimate</b>	<b>\$5,039,242.50</b>
Actual Expenditures	\$4,673,215.34
<b>(Over)/Under Estimate</b>	<b>\$336,027.16</b>

---

### Attachments

Attachment No. 1- Final Completion Messi

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety  
A Creative and Active Community  
Enhance City Image and Effectiveness

## EXHIBIT Q

## FINAL COMPLETION CERTIFICATE

Reference is made to that certain Solar System Construction Agreement (the "Agreement") which was entered into on the 13 day of MAY, 2021 between (the "Owner") DS Energy Solutions, a division of Motive Energy Telecommunications Group, Inc. (the "Contractor").


Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. Pursuant to Section 12 of the Agreement, the undersigned, Contractor, does hereby certify and represent to Owner that Final Completion has been achieved based on completion of each of the following:

- (A) Contractor has delivered to the Owner a final O&M Manual, including all changes and supplements to the O&M Manual as reasonably requested by the Owner and as reasonably agreed by Contractor;
- (B) Contractor has delivered to Owner Final As-Built Submittal, all shop drawings, all test reports;
- (C) Substantial Completion has occurred;
- (D) All items as identified on the Punchlist agreed at time of Substantial Completion have been completed or waived.

2. Based on the foregoing, the date of Final Completion is 3/28/2023.

Executed by Contractor this 12 day of JULY, 2023  
DS Energy Solutions, a division of Motive Energy Telecommunications Group, Inc.

By:   
Name: DAVID CLEVELAND  
Title: VP OF OPS & CONSTRUCTION

Acknowledged by Owner this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Owner:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## AGENDA STAFF REPORT

---

City of West Covina | Office of the City Manager

**DATE:** September 5, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: CONSIDERATION OF CONSTRUCTION AGREEMENT FOR CORTEZ PARK SPORTS  
FIELD LIGHTING - PROJECT NO. 22016**

---

### **RECOMMENDATION:**

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

1. Award the construction agreement for the Cortez Park Sports Field Lighting Project (Project No. 22016) to F.E.C. Electric, Inc. as the lowest responsible bidder;
2. Authorize the Acting City Manager to execute an agreement with F.E.C. Electric, Inc. for \$233,500.00;
3. Authorize the City Manager to negotiate and execute any amendments up to 15% of the awarded agreement amount;
4. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).

### **BACKGROUND:**

As part of the City's Fiscal Year 2022-2023 Capital Improvement Program, the City Council approved the Park Sports Field Lighting Project, Project No. 22016. The project consists of installation of new lighting standards (poles, fixtures, conduits, panels, etc.) to the two baseball fields and multipurpose field at Cortez Park, located at 2441 E Cortez St., West Covina.

As part of the improvements, seven field light poles will be replaced with new field light standards (poles, fixtures), and seven light poles will be retrofitted with new light fixtures; new light control and monitoring system will also be installed.

On June 20, 2023, the City Council approved a purchase order issued to Musco Sports Lighting, LLC to procure lighting equipment for Cortez Park. Due to the long lead time for the material procurement, staff was able to place the material order prior to start of construction. This procurement method will provide cost and schedule efficiencies. Staff separately solicited bids for a contractor to install the lighting equipment procured by the City.

### **DISCUSSION:**

On July 19, 2023, staff advertised a construction bid package. The following eight (8) bids were received by the City at the Bid Opening held on August 7, 2023, at 10:00 AM.

Contractor Name	Total Bid Amount
F.E.C. Electric, Inc.	\$233,500.00
Electro Construction Corp.	\$272,777.00
TJ Construction & Remodeling, Inc.	\$320,995.00
Lancet Contracting Inc.	\$356,000.00
ACE Electric, Inc.	\$359,400.00
CPE Engineering, Inc.	\$438,500.00
MBC Enterprises, Inc.	\$619,500.00
Sterndahl Enterprises LLC	\$747,238.77

Staff conducted a bid analysis including checking references, California Contractor Licensing, Department of Industrial Relations registration, State and Federal debarment list review for the apparent low bidder, F.E.C. Electric, Inc.

#### **Lowest Responsive Bid**

The lowest responsive bid was submitted by F.E.C. Electric, Inc. in the amount of \$233,500.00. Following Council's approval, the City will enter into an agreement with F.E.C. Electric, Inc. (Attachment No. 1)

#### **Project Timeline**

If approved, the project is anticipated to commence in November 2023 and to be completed within 2 months.

#### **LEGAL REVIEW:**

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

#### **OPTIONS:**

The City Council has the following options:

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

#### **ENVIRONMENTAL REVIEW:**

The proposed Project is a project subject to CEQA. Staff has reviewed the proposed project and has determined that it is categorically exempt from CEQA pursuant to CEQA Guidelines Section(s) 15302: Replacement or reconstruction; (c) Replacement or reconstruction of existing utility and/or facilities involving negligible or no expansion of capacity.

---

### **Fiscal Impact**

#### **FISCAL IMPACT:**

Project Estimate

The following is the breakdown of the project estimate:

Construction Contract	\$233,500
-----------------------	-----------

Contingency allowance (15%)	\$35,025
<b>Total Construction Estimate</b>	<b>\$268,525</b>
Design Engineering	\$41,510
Project Management and Administration	\$30,200
Construction Management, Inspection and Materials Testing/Inspection	\$40,000
Newspaper Advertisement, Misc. Expenses	\$5,000
<b>Total Project Estimate</b>	<b>\$385,235</b>

The funds available for this project are as follows:

<b>Project No.</b>	<b>Funds</b>	<b>Account No.</b>	<b>Current Budget Balance</b>	<b>Amount Requested</b>	<b>New Balance</b>
22016	179, ARPA Local Fiscal Recovery Funds	179.80.7003.7900	491,294	385,235	106,059
<b>Total</b>			<b>\$491,294</b>	<b>\$385,235</b>	<b>\$106,059</b>

### **Attachments**

Attachment No. 1 - Construction Services Agreement

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety  
A Creative and Active Community  
Enhance City Image and Effectiveness

**CITY OF WEST COVINA  
CONSTRUCTION SERVICES AGREEMENT FOR  
PROJECT NO. 22016  
CORTEZ PARK SPORTS FIELD LIGHTING PROJECT**

THIS CONSTRUCTION SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 5th day of September, 2023 (“Effective Date”) by and between the CITY OF WEST COVINA, a municipal corporation (herein “City”), and F.E.C. ELECTRIC, INC., a California corporation (herein “Contractor”).

**RECITALS**

A. City requires construction services for the Cortez Park Sports Field Lighting Project, City Project No. 22016 (“Project”), that meet the requirements as shown in the project specifications and this Agreement.

B. Contractor has submitted a bid to perform the construction services for the Project and has represented to City that Contractor is qualified to perform said services.

C. City has determined that Contractor is the lowest responsible bidder.

D. City and Contractor desire to enter into this Agreement for the Project on the terms and conditions set forth herein.

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

**1.0 SERVICES OF CONTRACTOR**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, the Contractor shall provide all work described in the Contract Documents, as further described herein, which services may be referred to herein as the “services” or “work”. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality and fit for the purpose intended.

**1.2 Documents Included in Contract.** The complete Agreement consists of:

- (a) This Agreement;
- (b) Notice to Contractors and Instructions to Bidders, Bid Documents and Contract Documents for the Project (collectively, “Bid Documents”), incorporated by this reference as if fully set forth herein;
- (c) Addendum No. 1 to the Bid Documents, issued July 27, 2023, incorporated by this reference as if fully set forth herein;

- (d) Addendum No. 2 to the Bid Documents, issued August 1, 2023, incorporated by this reference as if fully set forth herein;
- (e) Contractor's Proposal, attached hereto as Exhibit A and incorporated herein;
- (f) Certificates of Insurance, attached hereto as Exhibit B and incorporated herein;
- (g) Bonds, attached hereto as Exhibit C and incorporated herein;
- (h) The Standard Specifications and Standard Specifications for Public Works Construction, as detailed in Section 19-1 of the West Covina Municipal Code, incorporated by this reference as if fully set forth herein; and
- (i) All exhibits and attachments to the foregoing documents.

The documents comprising the complete Agreement may be referred to in this Agreement as the "Contract Documents." In the event of an inconsistency between any of the terms in this Agreement and any of the documents referenced above, this Agreement shall govern.

**1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time the work is performed.

**1.4 Licenses, Permits, Fees, and Assessments.** Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including a business license from the City. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section.

**1.5 Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

**1.6 Care of Work.** The Contractor shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own active negligence.

**1.7 Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably



necessary to carry out the purposes of this Agreement. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

**1.8 Additional Services.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. All change orders are subject to the requirements of West Covina Municipal Code Section 2-358. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

**1.9 Prevailing Wage Requirements.**

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. This Project is a “public works” project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the Project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor’s or any subcontractor’s employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

## **2.0 COMPENSATION**

**2.1 Contract Sum.** For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Two Hundred Thirty-Three Thousand Five Hundred Dollars (\$233,500.00) (herein “Contract Sum”), except as provided in Section 1.8 (Additional Services). The Contract Sum shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

**2.2 Progress Payments.** Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the Contract Sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made within thirty (30) days. City shall pay Contractor a sum based upon ninety five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) of the Contract Sum shall be retained as performance security as detailed in Section 2.3 (Retention of Funds).

**2.3 Retention of Funds.** Progress payments shall be made in accordance with the provisions of Section 2.2 (Progress Payments) of this Agreement. In accordance with said section, City will retain five percent (5%) of the Contract Sum apportionment from each progress payment as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor furnishes City with a release of all undisputed contract amounts if required by City. If there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds as authorized by Public Contract Code Section 7107 of up to 150% of the amount in dispute. City’s failure to deduct or withhold

shall not affect Contractor's obligations hereunder. To the extent consistent with Public Contract Code Section 22300, Contractor may request and City shall make payment of retentions earned directly to an escrow agent at the expense of Contractor, and may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code Section 22300 for securities deposited by Contractor. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City.

### **3.0 PERFORMANCE SCHEDULE**

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.2 Schedule of Performance.** Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall complete all services within forty (40) working days. Contractor shall submit for the Contract Officer's approval its proposed Construction Schedule. Contractor shall perform the services in accordance with the approved Construction Schedule. When requested by the Contractor, extensions to the time period(s) specified in the Construction Schedule may be approved in writing by the Contract Officer.

**3.3 Force Majeure.** The time period(s) specified in the Construction Schedule for performance of the services rendered pursuant to this Agreement shall be extended to the extent caused by delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency other than the City, if the Contractor within ten (10) days of the commencement of such delay notifies the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. Contractor shall not be entitled to any damages or increase in compensation due to force majeure.

**3.4 Term.** Unless earlier terminated as set forth herein, this Agreement shall continue in full force and effect until final approval and acceptance of the Project by the City.

### **4.0 COORDINATION OF WORK**

**4.1 Representative of Contractor.** The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Ronald Moore, President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder.

For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

**4.2 Contract Officer.** The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. The Contractor shall keep the Contract Officer informed of Contractor's progress on the services. The Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein or in the City's Municipal Code, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required by this Agreement, to the extent permitted by the City's Municipal Code.

**4.3 Prohibition Against Assignment.** The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the City's express consent.

**4.4 Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

**4.5 Identity of Persons Performing Work.** Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

**4.6 Utility Relocation.** City, and not Contractor, is responsible for removal, relocation, or protection of existing main or trunkline utilities but only to the extent such utilities were not identified in the invitation for bids or specifications. Where the specifications call for the Contractor to remove, relocate, reconstruct or protect such lines, all such work shall be deemed included in the Contract Sum. Contractor having been presented with a reasonable basis to suspect that any previously unidentified main or trunkline may need to be removed, relocated or protected in place, Contractor shall

immediately notify City and the affected utility company in writing of such belief, and the basis therefor, and Contractor shall thereafter work with the City and the utility company to coordinate such removal, relocation or protection. City shall reimburse Contractor for its reasonable costs incurred in locating and repairing damage not caused by Contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delays which meet both of the following requirements: (i) the delays occurred after Contractor gave City the written notice required by this Section; and (ii) the delays were caused by the removal, protection, or relocation of such unidentified utility facilities. Nothing herein shall be deemed to prevent the City from seeking reimbursement of any such costs from the affected utility company.

**4.7 Trenches or Excavations.** Pursuant to Public Contract Code Section 7104, if the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.8 (Additional Services) of this Agreement.

(c) If a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**4.8 Best Management Practices.** Contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. Contractor shall certify it has received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

## 5.0 INSURANCE

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

- (a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

- (d) Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. The Builder's Risk coverage shall name the City as a loss payee. If the Project does not involve new or major construction, City may, in its discretion, permit an Installation Floater. If authorized, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing buildings, structures, processes, machinery and

equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

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

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

- (a) **Additional Insureds:** The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.
- (b) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (c) **Primary Coverage:** The Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.
- (d) **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (e) **Coverage Not Affected:** Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.
- (f) **Coverage Applies Separately:** The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**5.3 Deductible or Self-Insured Retention.** If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations,

claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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

**5.5 Non-limiting.** Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement or the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

**5.6 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the City is listed as an additional insured on insurance required of subcontractors.

**5.7 Sufficiency of Insurers.** Insurance required by this Agreement shall be satisfactory only if issued by companies authorized to do business in California, rated with a current A.M. Best's rating of no less than A:VII unless such requirements are waived by the City's Risk Manager in writing due to unique circumstances. If the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Risk Manager may increase the minimum limits of the insurance policies required by this Section by providing written notice to Contractor; provided that the Contractor may appeal such determination to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

## **6.0 BONDS**

**6.1 Labor and Materials, Performance and Warranty Bonds.** Concurrently with execution of this Agreement, Contractor shall deliver to City: (1) a labor and materials bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the payment of all persons furnishing labor or materials in connection with the work, (2) a performance bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Agreement, and (3) a warranty bond in an amount equal to fifty percent (50%) of the Contract Sum to guarantee the work for a period of one (1) year following completion of the work, on the forms provided by the City. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be released or exonerated only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

**6.2 Sufficiency of Sureties.** Sureties must be authorized to issue bonds in California. In addition, sureties must possess a minimum rating from A. M. Best Company of A:VII and must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, <http://www.fms.treas.gov/c570/c570.html>, subject to the maximum amount shown in the listing. If co-



sureties are used, their bonds must be on a joint and several basis.

**6.3 Substitution of Securities.** Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the Agreement for the work to be performed will be permitted at the request and expense of Contractor.

## **7.0 INDEMNIFICATION**

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

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) If the City, its officers, agents or employees is/are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(d) Contractor's duty to defend and indemnify as set forth herein shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury

to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act (“FIFRA”), Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), Resource Conservation and Recovery Act of 1976 (“RCRA”), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Contractor’s indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification in favor of City from all subcontractors.

## **8.0 RECORDS AND REPORTS**

**8.1 Reports.** Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer may require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

**8.2 Records.** Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as may be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

**8.3 Ownership of Documents.** All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

## 9.0 ENFORCEMENT OF AGREEMENT; TERMINATION

**9.1 Governing Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**9.2 Notice of Default and Cure Period.** If either party fails to perform its obligations hereunder, the nondefaulting party may provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, provided the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement, and/or to call upon any completion or payment bond or other security for performance thereof. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

**9.3 Termination for Default of Contractor.** If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, upon termination, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

**9.4 Termination for Convenience.** The City may terminate this Agreement without cause for convenience of the City upon giving Contractor thirty (30) days prior written notice of termination of the Agreement. Upon receipt of the notice of termination, the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City, the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

(a) The contract value of the work completed through and including the date of receipt of the notice of termination, less the amount of progress payments received by Contractor.

(b) Actual move-off costs including labor, rental fees, equipment transportation costs, the

costs of maintaining on-site construction office for supervising the move-off.

(c) The cost of materials custom-made for this Agreement which the Contractor cannot use in its normal course of business, and for which the City has not already paid.

(d) Any costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this Section shall supersede any inconsistent provisions of the Agreement or the Bid Documents. City and Contractor agree that the provisions of this Section are a substantive part of this Agreement's consideration.

**9.5 "Claims" by Contractor under Section 9204.** Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be subject to all requirements of Public Contract Code Section 9204 ("Section 9204") as it may be amended from time to time. The parties acknowledge that Section 9204 applies to certain requests by Contractor, such as certain requests for time extensions, certain requests for payments not covered by contract, and certain requests for payments of amounts disputed by City. The parties further acknowledge that Section 9204 establishes all of the following: (i) Contractor may submit a "claim" to the City, as that term is defined in Section 9204; (ii) City has an initial 45 days to review and respond to the claim to state "what portion of the claim is disputed and what portion is undisputed". If the City does not issue a written statement, the claim is deemed rejected in its entirety; (iii) Contractor must furnish reasonable documentation to support the claim; (iv) City has 60 days from its written determination to pay any undisputed amount; and (v) specified procedures apply to resolve any amounts in dispute.

**9.6 Waiver.** No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be considered a waiver of any other default concerning the same or any other provision of this Agreement.

**9.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**9.8 Legal Action.** In addition to any other rights or remedies, either party may take legal action, at law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**9.9 Liquidated Damages.** Contractor agrees that failure to complete work within the time allowed herein will result in damages being sustained by the City. Contractor further agrees that the determination of actual damages for any delay in performance of this Agreement would be extremely

difficult or impractical to determine in the event of a breach of this Agreement. Therefore, Contractor agrees that it and its sureties shall be liable for and shall pay to the City liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each calendar day of delay in the performance of any service required hereunder. Contractor further agrees that liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services. The City may withhold from any amounts payable on account of services performed by the Contractor any accrued liquidated damages. Contractor, on behalf of itself and its sureties, and City agree that the liquidated damages constitute a reasonable estimate of actual damages, and are not punitive.

## **10.0 CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION**

**10.1 Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

**10.2 Conflict of Interest.** The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**10.3 Covenant Against Discrimination.** Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry in the performance of this Agreement. To the extent required by law, Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, gender expression, marital status, national origin, disability, pregnancy, sexual orientation or ancestry.

## **11.0 MISCELLANEOUS PROVISIONS**

**11.1 Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City:                      City of West Covina  
                                      1444 West Garvey Avenue South  
                                      West Covina, CA 91790  
                                      Attn: City Engineer

To Contractor:            F.E.C. Electric, Inc.  
                                      PO Box 77  
                                      Redlands, CA 92373  
                                      Attn: Ronald Moore

**11.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of

the authorship of this Agreement or any other rule of construction which might otherwise apply.

**11.3 Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**11.4 Severability.** If one or more of the words, phrases, sentences, clauses, paragraphs, or sections in this Agreement is declared unenforceable by a court of competent jurisdiction, such unenforceability shall not affect any of the remaining words, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are severable. Remaining enforceable provisions shall be interpreted to carry out the intent of the parties unless an invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**11.5 Hiring of Undocumented Aliens Prohibited.** Contractor shall not hire, employ, or allow any person to work under this Agreement unless such person is properly documented and may legally work within the United States.

**11.6 Unfair Business Practices Claims.** Consistent with Public Contract Code Section 7103.5, Contractor, on behalf of itself and all subcontractors, offers and agrees to assign to the City all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) and under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Agreement. This assignment becomes effective when the City renders final payment to the Contractor without further acknowledgment by the parties.

**11.7 Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**11.8 Legal Responsibilities.** The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, assigns nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this Section.

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

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY OF WEST COVINA,  
A municipal corporation

\_\_\_\_\_  
Paulina Morales  
Acting City Manager

Date: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Ronald Moore  
President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lisa Sherrick  
Assistant City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas P. Duarte  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Stephanie Sikkema  
Acting Human Resources and  
Risk Management Director

Date: \_\_\_\_\_



**EXHIBIT A**  
**CONTRACTOR'S PROPOSAL**

### **III. BID DOCUMENTS**

#### **PROPOSAL**

#### **Project No: 22016 Cortez Park Sports Field Lighting**

TO: City Clerk  
City of West Covina  
California

Dear Madam:

We have carefully examined the sites, local conditions affecting the same, the Instructions to Bidders and Notice to Contractors, the agreement, the detailed plans and specifications and all bid and contract documents for the work set forth in the official publications, and submit herewith the following schedule of prices.

If awarded the contract, we agree to begin work within ten (10) working days after receiving notice to proceed and to complete proposed work within the time period as stated in the Section I. Notice to Contractors, 7."Schedule of Work" We further agree to sign and return the contract to the City within ten (10) working days after receiving notice that the contract is ready for signature and to furnish bonds, insurance endorsements and certificates, and any other required documents in the form prescribed by the City at the same time.

The undersigned furthermore agrees that in case of default in executing such contract with necessary bonds within the specified time, the cash, check or bond accompanying this bid and the money payable thereon shall be forfeited hereby to and remain the property of the City of West Covina, except as provided in Public Contract Code Section 20174.

The undersigned has carefully checked all of the figures and understands that the City of West Covina will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Contractor shall use City supplied bond forms only.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

**PROPOSAL SCHEDULE**

**Project No: 22016**  
**Cortez Park Sports Field Lighting**

<b>BID SCHEDULE</b>					
<b>Bid Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Install City furnished new lighting standards to the two baseball fields and multipurpose field at Cortez Park. Contractor shall accept, receive, store, protect and install all City furnished materials, and complete all improvements as shown on the plans for the project. See Exhibit "B" - City Furnished Materials by Musco Lighting for all City furnished materials. Contractor shall complete all work as shown on Exhibit "A" - Project Plans.	1	LS	\$233,500.00	\$233,500.00
<b>TOTAL BASE BID AMOUNT IN NUMBERS</b>					\$233,500.00

**TOTAL BASE BID AMOUNT IN WORDS:** Two hundred thirty-three thousand five hundred

\_\_\_\_\_

**BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"**

**The award of Contract shall be based on the TOTAL BASE BID AMOUNT.**

**Schedule of Values (SOV).** Within 10 days of execution of this contract, the Contractor shall submit for the City's review and approval an SOV for the lump sum Bid items of the Work. The Schedule of Values will:

- a. Subdivide the Work into its respective parts,
- b. Include values for all items comprising the Work, and
- c. Serve as the basis for monthly progress payments made to the Contractor throughout the Work.

The City shall be the sole judge of acceptable numbers, details, and description of values established. If, in the opinion of the City, a greater number of SOV items than proposed by the Contractor are necessary, the Contractor shall add the additional items so identified by the City. When requested by City, the Contractor shall provide substantiating data in support of scheduled values. Monthly progress payment amounts for Lump Sum items shall be determined from the monthly updates of the Schedule activities.

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.

Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Base Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.

A. Mobilization / Demobilization

B. Traffic Control

C. NPDES, WUECP, and Best Management Practices (BMPs), Public Convenience and Safety

D. Construction Staking by Land Surveyor

E. Clearing and Grubbing

The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.

The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.

All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

**BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"**



**EXAMINATION OF SPECIFICATIONS AND SITE OF WORK**

The Bidder declares that he/she has carefully read and examined the project plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project.

Name of Person who inspected the site: Kurt & Kyle De Steuben

Date of Inspection: 07/27/2023

**ADDENDA ACKNOWLEDGMENT**

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 Dated 07/27/2023

Addendum No. 2 Dated 08/01/2023

Addendum No.                      Dated                     

Addendum No.                      Dated                     

**BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"**

**SUB-CONTRACTOR LIST**

We propose to use the following listed sub-contractors as per Public Contract Code Section 4100 et seq.:

<b>Sub-Contractors Name:</b> C.H.D.S., Inc. dba Curtis Drilling Co		<b>Address:</b> 1249 W Washington Ave, Escondido, CA 92029	
<b>Description of Work:</b> Drilling			
<b>Phone No.</b> (760) 727-7330	<b>Contractor's License #</b> 624663	<b>DIR #</b> 1000006928	<b>Dollar Amount</b> \$6,500.00

<b>Sub-Contractors Name:</b> Crane Rental Service, Inc.		<b>Address:</b> 1901 W Collins Ave, Orange, CA 92867	
<b>Description of Work:</b> Crane Operator			
<b>Phone No.</b> (714) 997-3100	<b>Contractor's License #</b> 314618	<b>DIR #</b> 1000009341	<b>Dollar Amount</b> \$7,600.00

<b>Sub-Contractors Name:</b> Brundage - Bone Concrete Pumping, Inc. dba JLS Concrete Pumping		<b>Address:</b> 19137 S Hamilton Ave, Gardena, CA 90248	
<b>Description of Work:</b> Concrete			
<b>Phone No.</b> (805) 643-0766	<b>Contractor's License #</b> 822872	<b>DIR #</b> 1000009808	<b>Dollar Amount</b> \$4,300.00

<b>Sub-Contractors Name:</b>		<b>Address:</b>	
<b>Description of Work:</b>			
<b>Phone No.</b>	<b>Contractor's License #</b>	<b>DIR #</b>	<b>Dollar Amount</b>

Percent of work to be performed by sub-contractors: 7.88 %  
 (Note: 50% of work required to be performed by general contractor)  
 For additional Sub-Contractors, add separate sheets

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

**BIDDERS GUARANTEE**

Enclosed is Cash ( ), Cashier's Check ( ), Certified Check ( ), or Bid Bond (X), in the sum of \$ 250,000.00 is at least 10% of the amount bid.

Contractor: F.E.C. Electric, Inc.

Address: Mailing: PO Box 77 Redlands CA 92373

Physical: 760 E Stuart Ave, Redlands, CA 92374

Fax Number: (909) 793-4625

Telephone Number: (909) 793-0965

Email Address: Ron@fec-electric.com; Jamie@fec-electric.com

By: 

Signature of Contractor

President

Title

State of California Contractor's License:

Classification: A, B, C-7, C-10 License No: 743507 Expiration: 12/31/2023

DIR Registration No: 1000004480

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

**REFERENCES FOR WORK PER BID SCHEDULE**Date: 8/02/2023

The following are the names, addresses and phone numbers/ email addresses for three public agencies for which Bidder has performed similar work **within the past two years.**

1.

Temecula Valley USD - 31350 Rancho Vista Road, Temecula, CA 92592

Name and address of Public Agency

Name and Telephone No. of Project Manager TVUSD Meredith Killion - (951) 506-7925\$287,337.00 Installation of field lighting, underground  
electrical utilities and equipment

Contract Amount

Type of Work

02/28/2023

Date Completed

2.

LA County Department of Parks and Recreation- 1000 S. Fremont Avenue, Alhambra, CA 91803

Name and address of Public Agency

Name and Telephone No. of Project Manager New Creation Builders - (562) 804-04781,553,000.00 Electrical Works  
Lightpole Installation

Contract Amount

Type of Work

06/30/2022

Date Completed

3.

Temecula Valley USD - 31350 Rancho Vista Road, Temecula, CA 92592

Name and address of Public Agency

Name and Telephone No. of Project Manager TVUSD Meredith Killion - (951) 506-7925267,307.00 Installation of field lighting, underground  
electrical utilities and equipment

Contract Amount

Type of Work

01/30/2023

Date Completed

**If additional space is needed, please duplicate this sheet; do not write on the back.**

**BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"**



**Bid Bond**  
**Page 1 of 2**  
 (Use of City bond form is required)

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, F.E.C. Electric, Inc., (hereinafter referred to as "Contractor") intends to submit a bid to the City of West Covina, California, a Municipal Corporation, for the performance of certain work as required in the City of West Covina Project No. 22016 said work being: Cortez Park Sports Field Lighting as shown in this specification on the Plan No. 22016, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and Travelers Casualty and Surety Company of America a corporation organized and existing under the laws of the State of Connecticut, duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of West Covina, as Oblige, in the sum of Ten percent of the total bid amount Dollars (\$ 10% of total bid amount) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Oblige; or if the said Oblige shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Oblige in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Oblige the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of West Covina in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this  
1st day of August, 2023.

Principal F.E.C. Electric, Inc.  
 By Ronald Moore  
 Title President

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

Surety Travelers Casualty and Surety Company of America  
By [Signature] Yung T. Mullick  
Title Attorney-in-Fact

Yung T. Mullick

\_\_\_\_\_

at the contents  
to sign this Bid  
\_\_\_\_\_, 20\_\_\_\_, in

SEE NOTARY ACKNOWLEDGEMENT ATTACHED

On this \_\_\_\_ day of \_\_\_\_, 20\_\_, before me, \_\_\_\_\_ a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me) on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to this instrument, and acknowledge to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public in and for said  
County and State

(Proof of signature authorization or power of attorney must be attached)

/s/Thomas P. Duarte  
City Attorney

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 San Bernardino

On August 1st, 2023

*Date*

before me,

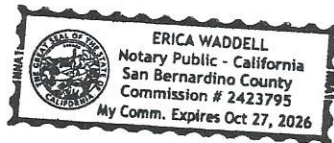
Erica Waddell, Notary Public

*Here Insert Name and Title of the Officer*

personally appeared Ronald G. Moore

*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Signature of Notary Public*

*Place Notary Seal and/or Stamp Above*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Cortez Park Sports Field Lighting Bid Bond

Document Date: August 1st, 2023

Number of Pages: -2-

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Ronald G. Moore

☒ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On **AUG 01 2023**

Date

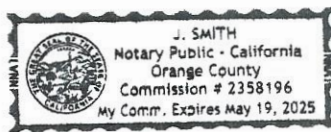
before me, J. Smith, Notary Public

Here Insert Name and Title of the Officer

personally appeared Yung T. Mullick

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*J. Smith*

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Yung T. Mullick** of **MISSION VIEJO, California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

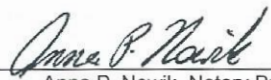
By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1st** day of **August**, 2023



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Nº 6516

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Travelers Casualty and Surety Company of America

of Hartford, Connecticut, organized under the  
laws of Connecticut, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within this State,  
subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine,  
Surety, Disability, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,  
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous  
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in  
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements  
made under authority of the laws of the State of California as long as such laws or requirements are  
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed  
or amended.

IN WITNESS WHEREOF, effective as of the 1st day  
of July, 1937, I have hereunto set  
my hand and caused my official seal to be affixed this 16th  
day of June, 1937.



By

Chuck Quackenbush  
Insurance Commissioner  
Victoria S. Sidbury  
Deputy

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

## STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of West Covina a bid or proposal does hereby certify:

1. That all statements of fact in such bid or proposal are true;
2. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
3. That such bid or proposal is genuine and not collusive or sham;
4. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of West Covina or of any other bidder or anyone else interested in the proposed procurement;
5. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
6. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
7. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of West Covina, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
8. Did not provide, directly or indirectly to any officer or employee of the City of West Covina any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
9. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of West Covina either currently or within the last two (2) years.

10. That no officer or principal of the undersigned firm nor any sub-contractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On 08/02/2023 at Redlands California.

Firm F.E.C. Electric, Inc.

Street 760 E Stuart Ave

City Redlands State CA Zip 92374

  
Signature

Ronald Moore

Name

President

Title

APPROVED AS TO FORM:

/s/Thomas P. Duarte  
City Attorney

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"



**CALIFORNIA JURAT**

**GOVERNMENT CODE § 8202**

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 San Bernardino

Subscribed and sworn to (or affirmed) before me on

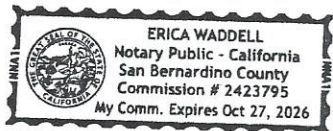
this 2nd day of August, 2023, by  
Date Month Year

(1) Ronald G. Moore

(and (2) \_\_\_\_\_),  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature \_\_\_\_\_  
Signature of Notary Public



Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Cortez Park Sports Field Lighting Statement of Non-Collusion

Document Date: August 2nd, 2023 Number of Pages: -2-

Signer(s) Other Than Named Above: No Other Signers

### CERTIFICATION OF PRINCIPAL

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

DATED: 08/02/2023

  
Signature of Principal Ronald Moore, President

APPROVED AS TO FORM:

/s/Thomas P. Duarte  
City Attorney

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

## **AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR/VENDOR**

The City of West Covina requires contractors and suppliers of service to the City to indemnify and hold the City of West Covina harmless for claims or losses arising from or in connection with the contracting party's work for the City of West Covina before a purchase order is issued. To eliminate misunderstandings between contracting parties and the City in case of a claim or lawsuit, the City of West Covina requires that contracting parties who perform services for the City sign this Agreement. This Agreement will act as and become a part of each contract/purchase order between the City of West Covina and the contracting parties signing the Agreement.

In consideration of the opportunity of doing work for the City of West Covina and benefits to be received thereby, the contracting party agrees as follows:

1. That where a contract, purchase order or confirming order is issued by the City of West Covina awarding a contract, this Agreement is to be considered part of that contract.
2. Contractor agrees to indemnify the City of West Covina and any officer, employee or agent, and hold the City of West Covina and any officer, employee or agent thereof harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to, or death of, any person (including officers, employees and agents of the City of West Covina), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.
3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which provides, "If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement so to be executed prior to the injury." This waiver will occur as to any contracts awarded by the City of West Covina to the contracting party to this Agreement while this Agreement is in force.
4. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor/vendor to all terms and conditions of this Agreement.
5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the City of West Covina. As a condition precedent to acceptance, and contracts from the City of West Covina and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to its writing before the work of the representative successor or assignees begin; such assignment shall be effective with the written consent of the City of West Covina.
6. To promptly notify the City of West Covina of any change in ownership of the contracting party while this Agreement is in force.
7. In the event that this Agreement, contract, or purchase order is entered into with the West Covina Community Development Commission, wherever the term "City of West Covina" is indicated, it shall also be applicable to the West Covina Community Development Commission.

This Agreement cannot be modified or changed without the express written consent of the City Attorney of the City of West Covina.

**BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"**

On behalf of F.E.C. Electric, Inc.

(Name of Contractor/Vendor)

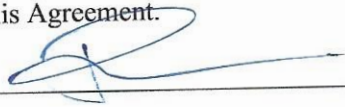
Mailing: PO Box 77 Redlands CA 92373

Physical: 760 E Stuart Ave, Redlands, CA 92374

(Address)

I agree to the terms of this Agreement.

Signature



Title President, Ronald Moore



BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "III. BID DOCUMENTS"

**EXHIBIT B**

**CERTIFICATES OF INSURANCE**

## **EXHIBIT C**

### **BONDS**



## AGENDA STAFF REPORT

---

City of West Covina | Office of the City Manager

**DATE:** September 5, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: CONSIDERATION OF MEMORANDUM OF AGREEMENT WITH THE COUNTY OF LOS ANGELES AND THE CITIES OF BALDWIN PARK, COVINA, GLENDORA, INDUSTRY, LA PUENTE, AND SOUTH EL MONTE REGARDING IMPLEMENTATION OF THE COORDINATED INTEGRATED MONITORING PROGRAM FOR THE UPPER SAN GABRIEL RIVER WATERSHED**

---

### RECOMMENDATION:

It is recommended that the City Council authorize the Acting City Manager to execute the Memorandum of Agreement between West Covina and the County of Los Angeles, the Los Angeles Flood Control District, and the Cities of Baldwin Park, Covina, Glendora, Industry, La Puente and South El Monte regarding the administration and cost sharing for the implementation of the Coordinated Integrated Monitoring Program for the Upper San Gabriel River Watershed.

### BACKGROUND:

The Federal Clean Water Act of 1972 established the National Pollutant Discharge Elimination System (NPDES) Storm Water Program to regulate discharge of pollutants from point sources to waters of the United States. However, pollution from storm water and dry-weather urban runoff (non-storm water) was largely unabated for several years. In response to the 1987 Amendments to the Clean Water Act, the United States Environmental Protection Agency (USEPA) implemented the NPDES Municipal Separate Storm Sewer Systems (MS4) Permit Program in 1990, which established a framework for regulating municipal and industrial discharges of storm water and non-storm water.

In California, the NPDES Program is administered by the State Water Resources Control Board. The first countywide NPDES MS4 Permit for the County of Los Angeles and incorporated cities therein (including West Covina) was Order No. 90-079 adopted by the Los Angeles Regional Water Quality Control Board on June 18, 1990. The MS4 Permit required the Permittees to develop and implement a Storm Water Management Plan with the goal of reducing discharge of pollutants to the maximum extent practicable (MEP). MEP was the performance standard specified in Section 402(p) of the Clean Water Act. The MS4 Permit identified best management practices (BMPs) that would be used to address the different program areas, including: public education outreach; illicit discharge detection and elimination; construction and post-construction activities; and housekeeping for municipal operations.

Since then, the MS4 Permit has been renewed three times as follows:



- Order No. 96-054 adopted on July 15, 1996
- Order No. 01-182 adopted on December 13, 2001 (amended three times)
- Order No. 12-0175 adopted on November 8, 2012

## **DISCUSSION:**

Currently, West Covina, along with 84 other municipalities (Permittees), is subject to NPDES MS4 Permit Order No. R4-2012-0175 adopted by the Regional Board in November 2012. Aside from requiring Permittees to continue implementing the above program elements, the MS4 Permit identified 33 total maximum daily load (TMDL) allocations for pollutants that the Permittees need to address and mitigate. For West Covina, the MS4 Permit identified bacteria, metals and selenium TMDLs for San Gabriel River. In an effort to comply with all TMDL numeric targets, the City is participating in the Upper San Gabriel River (USGR) Enhanced Watershed Management Program (EWMP). The USGR Watershed group is comprised of the County of Los Angeles, Los Angeles Flood Control District (LACFCD), and the Cities of Baldwin Park, Covina, Glendora, Industry, La Puente, South El Monte and West Covina. The EWMP consists of customized strategies, watershed control measures, BMPs, and multi-benefit regional projects that retain and infiltrate storm water runoff from the 85th percentile, 24-hour storm event for drainage areas tributary to these projects in the watershed. The USGR EWMP was approved by the Regional Board in April 2016.

In addition to the EWMP, the USGR group developed and implemented a Coordinated Integrated Monitoring Program (CIMP) to progressively monitor water quality and determine the effectiveness of the EWMP strategies or activities. The County, LACFCD, and the Cities of Baldwin Park, Covina, Glendora, Industry, La Puente and South El Monte executed a Memorandum of Understanding (Original MOU) for implementation of the CIMP in October 2013. For its participation in the CIMP, West Covina executed a separate MOU with the County in June 2015. In August 2017, the Original MOU was amended to add West Covina as a party to the agreement. In addition, the Cities of El Monte, Irwindale, La Habra Heights and Walnut (Individual Cities) have entered into a separate MOU with the County for cost-sharing participation in receiving water monitoring of the CIMP. The City of West Covina executed a second Memorandum of Agreement (MOA) for the implementation of the CIMP for the Upper San Gabriel River Watershed in September 2019.

The CIMP is the EWMP watershed's approach to an effective monitoring program. Existing water quality data in the San Gabriel River is insufficient. Thus, one of the goals of the CIMP is to provide a more complete profile of the receiving water conditions in the EWMP area. This is being achieved by the installation of receiving waters and outfall monitoring sites within the watershed. The monitoring specified in the CIMP is dynamic - an adaptive management process is being utilized to evaluate and update the monitoring requirements as necessary. Monitoring data from the CIMP ties into the EWMP by providing feedback on water quality changes resulting from control measures implemented by watershed members. Based on the results of the CIMP, the group may revise the watershed control measures, BMPs and/or regional projects as necessary in order to comply with TMDL requirements of the MS4 Permit. The Final CIMP was approved by the Regional Board in November 2015. Minor modifications to the CIMP were approved in May 2019.

With the current CIMP MOU scheduled to terminate on December 31, 2023, the USGR Watershed group has developed a new MOA for cost-sharing participation. The MOA was circulated to all members of the Watershed group for their review and comments.

Staff recommends that the City Council authorize the Acting City Manager to execute the MOA.

## **LEGAL REVIEW:**

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

## **OPTIONS:**



The City Council has the following options:

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

**Prepared by:** Michael Ackerman P.E.

**Fiscal Impact**

**FISCAL IMPACT:**

The following table shows the City of West Covina’s funding contribution for CIMP implementation per the MOA:

Fiscal Year	West Covina’s Funding Contributions
2023-2024	\$107,019
2024-2025	\$110,475
2025-2026	\$114,825
2026-2027	\$106,380
Contingency (10%)	\$43,869
Total Cost with Contingency	\$482,568

Funding for CIMP implementation will be covered by the Measure W, Safe Clean Water Program:

Program	Account No.	FY2023-24 Budget	Estimated Fiscal Impact		
			FYE 2024	FYE 2025	FYE 2026
Coordinated Integrated Monitoring Program Implementation	197.503.71.72.16.00.61.61300	\$290,200	\$107,019	\$110,475	\$114,825

**Attachments**

Attachment No. 1 - Memorandum of Agreement

**CITY COUNCIL GOALS & OBJECTIVES:** Maintain Good Intergovernmental Relations

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE COUNTY OF LOS ANGELES, THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITIES OF BALDWIN PARK, COVINA, GLENDORA, INDUSTRY, LA PUENTE, SOUTH EL MONTE, AND WEST COVINA**

**REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM FOR THE UPPER SAN GABRIEL RIVER WATERSHED**

This Memorandum of Agreement ("MOA") is made and entered as of the date of the last signature set forth below by and among the COUNTY OF LOS ANGELES ("COUNTY"), a political subdivision of the State of California, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT ("LACFCD"), a body corporate and politic, and the City of Glendora, a general law city & municipal corporation, and CITIES OF BALDWIN PARK, COVINA, INDUSTRY, LA PUENTE, SOUTH EL MONTE, and WEST COVINA ("CITIES"), municipal corporations. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (REGIONAL BOARD) adopted National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (2012 MS4 Permit) Order No. R4-2012-0175; and

WHEREAS, the 2012 MS4 Permit became effective on December 28, 2012, and requires that the COUNTY, the LACFCD, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the Los Angeles County comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the REGIONAL BOARD adopted a new NPDES Municipal Separate Storm Sewer System Permit (2021 MS4 Permit) Order No. R4-2021-0105, which became effective on September 11, 2021, and continues to impose compliance requirements; and

WHEREAS, the 2021 MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the 2021 MS4 Permit requirements pertaining to the San Gabriel River Watershed Management Area; and

WHEREAS, the COUNTY, the LACFCD, and the Cities of Baldwin Park, Covina, Glendora, Industry, La Puente, and South El Monte collectively known as the ORIGINAL AGENCIES, entered into a memorandum of understanding on October 24, 2013 to collaborate in the development of a Coordinated Integrated Monitoring Program ("CIMP DEVELOPMENT MOU"); and

WHEREAS, the Coordinated Integrated Monitoring Program (CIMP) was submitted to REGIONAL BOARD on June 30, 2014 and was conditionally approved on June 19, 2015; and

WHEREAS, the ORIGINAL AGENCIES executed a memorandum of understanding on August 11, 2015 to cooperatively administer and share the estimated costs of implementing the CIMP ("COST-SHARING MOU NO. 1"); and

WHEREAS, the Final CIMP was approved by the REGIONAL BOARD on November 13, 2015; and

WHEREAS, the ORIGINAL AGENCIES executed an amendment to the COST-SHARING MOU NO. 1 on September 28, 2017, to acknowledge and incorporate the City of West Covina's participation in the CIMP and include it as a party; and

WHEREAS, COST-SHARING MOU NO. 1 expired on December 31, 2019; and

WHEREAS, the PARTIES executed a memorandum of agreement on November 13, 2019, regarding the administration and cost sharing for implementing the CIMP for the Upper San Gabriel River Watershed ("COST-SHARING MOU NO. 2"); and

WHEREAS, COST-SHARING MOU NO. 2 expires on December 31, 2023; and

WHEREAS, the PARTIES propose to continue to cooperatively administer and share the estimated costs of implementing the CIMP; and

WHEREAS, the PARTIES propose to hire consultants ("CONSULTANTS") as set forth in Section 7(a), below, to implement certain requirements of the CIMP and 2021 MS4 Permit, which for purposes of this MOA may also include the preparation of reports required by the CIMP and 2021 MS4 Permit and any necessary revisions to the CIMP in compliance with the 2021 MS4 Permit; and

WHEREAS, the PARTIES have determined that hiring CONSULTANTS to implement certain requirements of the CIMP and 2021 MS4 Permit will be beneficial to the PARTIES and have collaboratively prepared the scope of work ("Scope of Work") for the CONSULTANTS which is attached hereto as Exhibit C and incorporated into this MOA by reference; and

WHEREAS, the COUNTY intends to enter into separate memoranda of agreements with the cities of El Monte, Irwindale, La Habra Heights, and Walnut (collectively, "INDIVIDUAL CITIES") to share the costs of monitoring receiving waters as described in the CIMP; and

WHEREAS, the cost-share formula for the INDIVIDUAL CITIES is the greater of the percentage of land area in the Upper San Gabriel River Watershed multiplied by the

cost of receiving water monitoring plus report preparation, or \$8,000.00 per annum for FY 23-24 through FY 26-27, inclusive; and

WHEREAS, this MOA shall incorporate the annual contributions from the INDIVIDUAL CITIES and use these funds to offset the annual contributions from the PARTIES; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively administer and fund the implementation of certain requirements of the CIMP and 2021 MS4 Permit, and to coordinate the payment and performance of the monitoring and reporting services.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. This MOA is voluntarily entered into for the implementation of certain requirements of the CIMP and 2021 MS4 Permit.

Section 5. Term. This MOA shall become effective on the last date of execution by a PARTY, and shall remain in effect until (1) COUNTY has provided the PARTIES with an accounting as set forth in Section 7(f) and the PARTIES have paid all outstanding invoices, or (2) December 31, 2027, whichever comes last.

Section 6. Cost-Sharing

- a. Continuation of Monitoring. Each PARTY, by executing this MOA, expressly agrees that all costs to be shared hereunder shall begin to accrue on July 1, 2023.
- b. The PARTIES shall collectively fund the costs of complying with the requirements of the CIMP and 2021 MS4 Permit as shown in Tables 1a and 1b, of Exhibit A which include a five percent (5%) program project administration cost payable to the COUNTY, up to a maximum amount of \$5,338,541 for 4 years. The costs shown in Table 1a include the offset from the INDIVIDUAL CITIES purchasing receiving water monitoring data collected under this MOA.
- c. The LACFCD's contribution shall be credited for conducting the 4th wet weather monitoring event at the Mass Emissions Station on behalf of the Group, as shown in Tables 3 and 4a of Exhibit A. Every other PARTY's contribution shall be based on the cost allocation formula contained in Table 2a and 2b of Exhibit A of this MOA.

- d. If actual costs exceed the cost estimates contained in Tables 1a and 1b of Exhibit A, the PARTIES may elect to contribute an additional amount, not to exceed ten percent (10%) of their respective contributions, as shown in Tables 4a and 4b of Exhibit A.
- e. The PARTIES shall collectively determine a cost-share breakdown for and contribute to the California Stormwater Quality Association ("CASQA") Regional Membership Fees on an annual basis.

Section 7. COUNTY agrees:

- a. Consultant Services. To retain a CONSULTANT to perform the Scope of Work, and any work arising from any subsequent changes to the CIMP as agreed upon by the PARTIES and approved by the REGIONAL BOARD. COUNTY will comply with all procurement requirements applicable to said selection.
- b. Invoice. To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Tables 4a and 4b of Exhibit A. Optional services in Table 4b will be invoiced separately should these services become required based on program needs. The annual payments for the period of July 1 through June 30 will be invoiced in July of that year, except for the first invoice, which will be issued upon the execution of this MOA by all PARTIES. At the end of each fiscal year, any unused funds will be rolled over and used towards the PARTIES' contributions in future years, and the outstanding invoice amounts set forth in Tables 4a and 4b of Exhibit A for future years will be reduced accordingly.
- c. Expenditure. To utilize the funds deposited by the PARTIES only for the purposes authorized by this MOA. COUNTY will provide an accounting of funds expended and remaining at the end of each fiscal year.
- d. Contingency. To notify the PARTIES if actual costs are anticipated to exceed the cost estimates contained in Tables 1a and 1b of Exhibit A and obtain written approval of such additional costs from all PARTIES. Upon approval, the PARTIES agree to reimburse COUNTY for their proportional share of these additional costs at an amount not to exceed 10 percent of the original cost estimate as shown in Tables 4a and 4b of Exhibit A. This contingency amount will not be invoiced, unless actual expenditures exceed the original cost estimate.
- e. Report. To submit reports to the REGIONAL BOARD as described in the CIMP and distribute copies of the reports to the PARTIES prior to submittal to the REGIONAL BOARD for review and comment. COUNTY will provide the PARTIES with an electronic copy of the completed CIMP Annual Report within 7 business days after receipt from the CONSULTANT. In addition, COUNTY will submit to the PARTIES the data used to prepare the reports. No report shall be submitted to the REGIONAL BOARD unless and until it has been approved, in writing, for submittal by all PARTIES, excepting a PARTY or PARTIES whose involvement in this MOA

has been terminated or who fails to respond to requests for approval. This data will be transmitted electronically in a format that contains the table structure and syntax agreed upon by the PARTIES, e.g., California Environmental Data Exchange Network format.

- f. Termination or Expiration. To provide an accounting within 90 days of the termination or expiration of this MOA, and to return any unused funds deposited with the COUNTY within 180 days of said termination or expiration, in accordance with the cost allocation formulas set forth in Exhibit A Tables 2a and 2b. Subject to agreement by the COUNTY, any funds which are to be reimbursed to a PARTY may be reimbursed through credits towards future invoices and agreements, if requested in writing by that PARTY.
- g. Permit. To work with the CONSULTANT to obtain all necessary permits for the installation, operation and maintenance of monitoring equipment within storm drains, channels, catch basins, and similar properties (FACILITIES) during monitoring events and maintenance.

#### Section 8. The LACFCD agrees:

- a. Mass Emission Stations Monitoring. To conduct monitoring at the existing mass emission stations owned and operated by the LACFCD in accordance with the CIMP, but limited to water column chemistry and aquatic toxicity. The LACFCD will conduct monitoring for the first two dry weather events and three wet weather events at no cost to the other PARTIES or their CONSULTANTS.
- b. Additional Monitoring at LACFCD Mass Emission Stations. To coordinate with COUNTY for any additional monitoring required by the CIMP at its existing mass emission stations beyond two dry weather events and three wet weather events. The actual cost of such additional monitoring, not to exceed \$6,000 per additional event, will be deducted from LACFCD's monetary contribution.
- c. Monitoring Results. To provide monitoring results for the CONSULTANT to conduct analyses and include in all required CIMP reporting.
- d. Access. To grant permits for construction or installation of monitoring equipment in LACFCD-owned FACILITIES and for access over LACFCD right of way to operate and maintain the monitoring equipment. Permits for the construction or installation of monitoring equipment will be subject to applicable permit fees, however, access permits shall be granted at no cost to the permittee.

#### Section 9. The PARTIES further agree:

- a. Payment. To pay the COUNTY each PARTY's respective invoice amounts as shown in Tables 4a and 4b of Exhibit A, within sixty (60) days of receipt of the invoice from the COUNTY. Optional services in Table 4b will be invoiced

separately should these services become required based on program needs. The cost estimates presented in Exhibit A are subject to change based on modifications to the CIMP pursuant to new REGIONAL BOARD requirements and/or unforeseen conditions in the field. Any changes proposed to the PARTIES' contribution amounts will require written agreement of the PARTIES.

- b. Documentation. To make a good-faith effort to cooperate with one another to achieve the purposes of this MOA by providing all requested information and documentation in their possession and available for release to the COUNTY and CONSULTANT, that is deemed necessary to perform the Scope of Work or other activities contemplated by this MOA.
- c. Access. Each PARTY will allow reasonable access and entry by the COUNTY and CONSULTANT, on an as needed basis during the term of this MOA, to each PARTY's FACILITIES, as necessary to perform the Scope of Work or other activities contemplated by this MOA, provided, however, that prior to entering any of the PARTY's FACILITIES, the COUNTY and CONSULTANT shall obtain all necessary permits and provide written notice as required by those permits.

The PARTIES agree that the COUNTY shall have the authority to obtain permits, on behalf of all PARTIES, for the use of FACILITIES and right of way of the LACFCD as necessary for the implementation of the Scope of Work or other activities contemplated by this MOA.

- d. Permit. Each PARTY will work with the COUNTY and CONSULTANT to obtain all necessary permits for the construction or installation of monitoring equipment, and for access over right of way to operate and maintain the monitoring equipment, within each PARTY's jurisdiction.
- e. Additional Participants. The PARTIES agree that if any other entity wishes to participate and cost share any element of the CIMP, COUNTY will enter into a separate MOA with that entity and will reduce the PARTIES' future invoice amount(s) based on the cost share formula contained in Table 4 of Exhibit A of this MOA.

#### Section 10. Indemnification:

- a. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officials, officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorneys' and expert witness fees), arising from or connected with, and in relative proportion to, its own negligence or willful misconduct under this MOA; provided, however, that no PARTY shall indemnify another PARTY for said other PARTY's own negligence or willful misconduct.

- b. If any of PARTY pays in excess of its pro rata share in satisfaction of any liability arising out of the implementation of the CIMP, such PARTY shall be entitled to contribution from each of the other PARTIES; provided, however, that the right of contribution is limited to the amount paid in excess of the PARTY's pro rata share and provided further that no PARTY may be compelled to make contribution beyond its own pro rata share of the entire liability; and provided that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.
- c. The PARTIES agree that any liability borne by or imposed upon any PARTY or PARTIES hereto as a result of this MOA that is not caused by or attributable to the negligence or willful misconduct of any PARTY shall be fully borne by all the PARTIES in accordance with their pro rata cost share, as set forth in CIMP MOA.
- d. To the maximum extent permitted by law, the COUNTY shall require the CONSULTANTS retained pursuant to this MOA to agree to indemnify, defend, and hold harmless each PARTY, its special districts, elected and appointed officers, employees, attorneys, agents, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorneys' and expert fees), arising from or connected with the CONSULTANT's performance of its agreement with the COUNTY. In addition, the COUNTY shall require the CONSULTANTS to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its elected and appointed officers, employees, attorneys, agents and designated volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the CONSULTANT's work. These requirements will also apply to any subcontractors hired by the CONSULTANTS.

#### Section 11. Termination and Withdrawal:

- a. This MOA may be terminated upon the express written agreement of all PARTIES. If this MOA is terminated, then all PARTIES must agree on the date of termination, tasks to be completed prior to termination, payment of invoices due at the time of termination, and equitable redistribution of remaining funds deposited, if there are any. In the event of termination, each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the CONSULTANT still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. If a PARTY fails to substantially comply with any of the terms or conditions of this MOA, then that PARTY shall forfeit its rights to future work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default. Work to be completed through this MOA includes Receiving Water



Monitoring and Stormwater Monitoring, Non-Stormwater Outfall screening and Monitoring, CIMP Evaluation and Revision, and preparation of various reports. Full description of Scope of Work is included in Exhibit C of this MOA.

- c. The COUNTY shall notify all PARTIES in writing of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOA. The non-delinquent PARTIES will determine the next course of action. If the default involves cost-shares and payment of invoices, the remaining cost will be distributed based on the existing cost allocation formula in Exhibit A. If the increase is more than the 10 percent contingency, an amendment to this MOA must be executed to reflect the change in the PARTIES' cost share.
- d. If a PARTY wishes to withdraw from this MOA for any reason, that PARTY must give the other PARTIES and the REGIONAL BOARD prior written notice thereof. The withdrawing PARTY shall be responsible for its share of the costs through the end of the current monitoring year (July 1 through June 30), including costs for reporting of data and results. The effective date of withdrawal shall be the 6th day after COUNTY receives written notice of the PARTY'S intent to withdraw. Should any PARTY withdraw from this MOA, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Exhibit A.
- e. Equipment Ownership. Devices such as automatic sampling stations - inclusive of a cabinet, sampling equipment, ancillary devices, power supplies ("EQUIPMENT") may be installed to implement the CIMP. Any PARTY voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining PARTIES agree to own, operate and maintain and or replace the EQUIPMENT.

## Section 12. General Provisions

- a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.

- b. Administration. For the purposes of this MOA, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOA on behalf of such PARTY.
- c. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOA shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOA without prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this MOA, a PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Section 9(a) or withdraws pursuant to Section 11(d).
- f. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.
- h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.
- i. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
- j. Counterparts. This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and

the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.

- k. All PARTIES have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOA as described in section 11(e).
- l. No elected or appointed official, officer, or employee of CITIES shall be personally liable under the MOA, or any successor in interest, in the event of any default or breach of the same, or for any amount which may become due or owing under the same, or for breach of any obligation of the terms of this MOA.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
MARK PESTRELLA  
Director of Public Works

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

**LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

By \_\_\_\_\_  
MARK PESTRELLA  
Chief Engineer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

**CITY OF BALDWIN PARK**

By \_\_\_\_\_  
Enrique C. Zaldivar, P. E.  
Chief Executive Officer

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

By \_\_\_\_\_  
Sam Gutierrez  
Director of Public Works

APPROVED AS TO FORM:

By \_\_\_\_\_  
Marco A. Martinez  
City Attorney

**CITY OF COVINA**

By \_\_\_\_\_  
Christopher Marcarello  
City Manager

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

By \_\_\_\_\_  
Rafael Fajardo  
Deputy Director of Public Works/City Engineer

APPROVED AS TO FORM:

By \_\_\_\_\_  
Candice L. Lee  
City Attorney

**CITY OF GLENDORA**

By \_\_\_\_\_  
Adam Raymond  
City Manager

\_\_\_\_\_  
Date

APPROVED AS TO CONTENT:

By \_\_\_\_\_  
Moises Lopez  
Public Works Director (Interim)

APPROVED AS TO FORM:

By \_\_\_\_\_  
William W. Wynder  
City Attorney



**CITY OF INDUSTRY**

By \_\_\_\_\_  
Cory C. Moss  
Mayor

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
Julie Gutierrez-Robles  
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
James M. Casso  
City Attorney

**CITY OF LA PUENTE**

By \_\_\_\_\_  
Bob Lindsey  
City Manager

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Jesse Jauregui  
City Attorney

**CITY OF SOUTH EL MONTE**

By \_\_\_\_\_  
Rene Salas  
City Manager

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
Donna G. Schwartz  
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Anthony R. Taylor  
City Attorney

**CITY OF WEST COVINA**

By \_\_\_\_\_  
Paulina Morales  
Acting City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Thomas P. Duarte  
City Attorney

ATTEST:

By \_\_\_\_\_  
Lisa Sherrick  
Assistant City Clerk

## EXHIBIT A

### Upper San Gabriel River Watershed Funding Contributions for CIMP Implementation

**Table 1a. Cost for Required Services**

<b>Deliverable</b>	<b>3-Year Total</b>	<b>4-Year Total (including optional 4<sup>th</sup> year)</b>
Receiving Water and Stormwater Outfall Monitoring	\$1,903,140	\$2,537,519
Non-Stormwater Screening and Monitoring	\$196,591	\$249,364
CIMP Evaluation & Revision	\$138,918	\$185,224
Reporting, Meetings, and Project Management	\$448,817	\$575,660
LACFCD Monitoring for Wet Weather Event 4 <sup>1</sup>	\$18,000	\$24,000
Required Services Subtotal	\$2,705,466	\$3,571,767
5% Project Administration	\$135,274	\$178,588
Required Services Total w/ 5% Project Administration	\$2,840,740	\$3,750,355
<i>Offset from 4 Cities Purchasing Data<sup>2</sup></i>	<i>-\$153,691</i>	<i>-\$204,921</i>
<b>Required Services Adjusted Total</b>	<b>\$2,687,049</b>	<b>\$3,545,434</b>

1. LACFCD's \$6,000/yr to monitor wet weather event 4 at the Mass Emission Station. The \$6,000 is cost-shared by all parties, and the LACFCD is credited \$6,000 from its cost-share.
2. The Cities of El Monte, Irwindale, La Habra Heights, and Walnut purchase receiving water monitoring data collected under this MOA. Their contributions are used to offset costs for the PARTIES.

## EXHIBIT A

### Upper San Gabriel River Watershed Funding Contributions for CIMP Implementation

**Table 1b. Cost for Optional Services**

<b>Deliverable</b>	<b>3-Year Total</b>	<b>4-Year Total (including optional 4<sup>th</sup> year)</b>
TMDL Receiving Water Monitoring and Stormwater Monitoring (Optional) <sup>1</sup>	\$819,228	\$1,092,304
Non-Stormwater (NSW) Outfall Screening and Monitoring (Optional) <sup>2</sup>	\$464,065	\$464,065
CIMP Evaluation and Revision (Optional) <sup>3</sup>	\$100,119	\$133,492
5% Project Administration and other contributions <sup>4</sup>	\$70,064	\$85,386
<b>Optional Services Total</b>	<b>\$1,471,336</b>	<b>\$1,793,107</b>

1. Includes additional monitoring requirements based on aquatic toxicity results, installing new or moving monitoring sites, and as-needed maintenance of monitoring equipment, etc.
2. Includes restarting the NSW Outfall Screening if required by the 2021 MS4 Permit
3. Includes the CIMP Adaptive Management Letter and CIMP revision
4. Includes contributions and fees for outside agencies and organizations.

## EXHIBIT A

### Upper San Gabriel River Watershed Funding Contributions for CIMP Implementation

**Table 2a. Cost Allocation Formula for Required Services<sup>1</sup>**

Agency	Acres	Percent of Area (%)	Allocated Cost	Contract Administration (5 percent)	Estimated Cost
County	40,812	51.429	\$1,649,726	\$82,486	\$1,732,212
Baldwin Park	4,335	5.463	\$175,232	\$8,762	\$183,993
Covina	4,481	5.647	\$181,134	\$9,057	\$190,190
Glendora	9,307	11.728	\$376,213	\$18,811	\$395,024
Industry	7,647	9.636	\$309,111	\$15,456	\$324,567
La Puente	2,207	2.781	\$89,213	\$4,461	\$93,673
South El Monte	231	0.291	\$9,338	\$467	\$9,804
West Covina	10,336	13.025	\$417,808	\$20,890	\$438,698
LACFCD (5%)	N/A	N/A	\$168,830	\$8,442	\$177,272
<b>Total</b>	<b>79,356</b>	<b>100%</b>	<b>\$3,376,604</b>	<b>\$168,830</b>	<b>\$3,545,434</b>

1. Cost allocation is calculated based on 4-year total.

## EXHIBIT A

### Upper San Gabriel River Watershed Funding Contributions for CIMP Implementation

**Table 2b. Cost Allocation Formula for Optional Services<sup>1</sup>**

Agency	Acres	Percent of Area (%)	Allocated Cost	Contract Administration (5 percent)	Estimated Cost
County	40,812	51.43	\$825,625	\$41,281	\$866,906
Baldwin Park	4,335	5.463	\$87,697	\$4,385	\$92,082
Covina	4,481	5.647	\$90,650	\$4,533	\$95,183
Glendora	9,307	11.728	\$188,280	\$9,414	\$197,694
Industry	7,647	9.636	\$154,698	\$7,735	\$162,433
La Puente	2,207	2.781	\$44,648	\$2,232	\$46,880
South El Monte	231	0.291	\$4,673	\$234	\$4,907
West Covina	10,336	13.025	\$209,097	\$10,455	\$219,552
LACFCD (5%)	N/A	N/A	\$84,493	\$4,225	\$88,718
<b>Total</b>	<b>79,356</b>	<b>100%</b>	<b>\$1,689,861</b>	<b>\$84,493</b>	<b>\$1,774,354</b>

1. Cost allocation is calculated based on 4-year total.

**Table 3. LACFCD's Contribution for Required Services + 5% Project Administration**

Deliverable	Total
LACFCD's 5 Percent Cost	\$177,272
Cost to LACFCD for Conducting 4 Additional Metals Sampling at San Gabriel River Mass Emission Station	(\$24,000)
Total LACFCD Adjusted Contribution	\$153,272



## EXHIBIT A

### Upper San Gabriel River Watershed Funding Contributions for CIMP Implementation

**Table 4a Invoicing Schedule for Required Services**

	September 2023 (FY 23-24)	July 2024 (FY 24-25)	July 2025 (FY 25-26)	July 2026 (FY 26- 27)	Total Invoiced	Contingency (10%) <sup>3</sup>	Total Cost w/ Contingency
LACFCD (5%) <sup>1</sup>	\$37,390	\$38,597	\$40,117	\$37,167	\$153,272	\$17,727	\$170,999
County	\$422,566	\$436,213	\$453,388	\$420,046	\$1,732,212	\$173,221	\$1,905,434
Baldwin Park	\$44,884	\$46,334	\$48,158	\$44,617	\$183,993	\$18,399	\$202,393
Covina	\$46,396	\$47,894	\$49,780	\$46,119	\$190,190	\$19,019	\$209,209
Glendora	\$96,364	\$99,476	\$103,393	\$95,790	\$395,024	\$39,502	\$434,526
Industry	\$79,177	\$81,734	\$84,952	\$78,705	\$324,567	\$32,457	\$357,024
La Puente	\$22,851	\$23,589	\$24,518	\$22,715	\$93,673	\$9,367	\$103,041
South El Monte	\$2,392	\$2,469	\$2,566	\$2,378	\$9,804	\$980	\$10,785
West Covina	\$107,019	\$110,475	\$114,825	\$106,380	\$438,698	\$43,870	\$482,568
<b>Total</b>	<b>\$859,039</b>	<b>\$886,782</b>	<b>\$921,697</b>	<b>\$853,916</b>	<b>\$3,521,434<sup>4</sup></b>	<b>\$354,543</b>	<b>\$3,875,978</b>

1. Adjusted by \$6,000/year, or \$24,000 for 4 years, to credit LACFCD for sampling wet weather event #4 for the Group
2. LACFCD's 10% Contingency is calculated using the pre-adjusted contribution of \$131,791
3. The 10% Contingency includes the 5% Project Administration
4. Total invoiced includes \$24,000 offset for LACFCD wet weather event #4 sampling

## EXHIBIT A

### Upper San Gabriel River Watershed Funding Contributions for CIMP Implementation

**Table 4b Invoicing Schedule for Optional Services<sup>1</sup>**

Invoice Date	September 2023 (FY 23-24)	July 2024 (FY 24-25)	July 2025 (FY 25-26)	July 2026 (FY 26-27)	Total Invoiced	Contingency (10%) <sup>2</sup>	Total Cost w/ Contingency
LACFCD (5%)	\$26,931	\$21,104	\$20,920	\$19,763	\$88,718	\$8,872	\$97,589
County	\$263,155	\$206,218	\$204,417	\$193,115	\$866,906	\$86,691	\$953,597
Baldwin Park	\$27,952	\$21,904	\$21,713	\$20,512	\$92,082	\$9,208	\$101,290
Covina	\$28,893	\$22,642	\$22,444	\$21,203	\$95,183	\$9,518	\$104,701
Glendora	\$60,011	\$47,027	\$46,617	\$44,039	\$197,694	\$19,769	\$217,464
Industry	\$49,308	\$38,639	\$38,302	\$36,184	\$162,433	\$16,243	\$178,677
La Puente	\$14,231	\$11,152	\$11,054	\$10,443	\$46,880	\$4,688	\$51,568
South El Monte	\$1,489	\$1,167	\$1,157	\$1,093	\$4,907	\$491	\$5,397
West Covina	\$66,646	\$52,227	\$51,771	\$48,908	\$219,552	\$21,955	\$241,507
<b>Total</b>	<b>\$538,618</b>	<b>\$422,081</b>	<b>\$418,395</b>	<b>\$395,261</b>	<b>\$1,774,354</b>	<b>\$177,435</b>	<b>\$1,951,789</b>

1. Will be invoiced separately should these services become required based on program needs

2. The 10% Contingency includes the 5% Project Administration

## EXHIBIT B

### Upper San Gabriel River Watershed Responsible Agency Representatives

1. County of Los Angeles  
Los Angeles County Public Works  
Stormwater Quality Division  
900 South Fremont Avenue  
Alhambra, CA 91803-1331  
Mark A. Lombos, Assistant Deputy Director  
E-mail: [mlombos@pw.lacounty.gov](mailto:mlombos@pw.lacounty.gov)  
Phone: (626) 300-4665
2. Los Angeles County Flood Control District  
Los Angeles County Public Works  
Stormwater Quality Division  
900 South Fremont Avenue  
Alhambra, CA 91803-1331  
Jalaine Q. Verdiner, Principal Engineer  
E-mail: [jquintr@pw.lacounty.gov](mailto:jquintr@pw.lacounty.gov)  
Phone: (626) 300-4666
3. City of Baldwin Park  
14403 East Pacific Avenue  
Baldwin Park, CA 91706-4297  
Sam Gutierrez, Director of Public Works  
E-mail: [sgutierrez@baldwinpark.com](mailto:sgutierrez@baldwinpark.com)  
Phone: (626) 960-4011 x.460
4. City of Covina  
125 East College Street  
Covina, CA 91723  
Rafael Fajardo, Deputy Director of Public Works/City Engineer  
E-mail: [rfajardo@covinaca.gov](mailto:rfajardo@covinaca.gov) Phone: (626) 384-5489
5. City of Glendora  
116 East Foothill Boulevard  
Glendora, CA 91741  
Moises Lopez, Interim Director of Public Works  
E-mail: [MLopez@ci.glendora.ca.us](mailto:MLopez@ci.glendora.ca.us)  
Phone: (626) 852-5270

## EXHIBIT B

### Upper San Gabriel River Watershed Responsible Agency Representatives

6. City of Industry  
15625 Mayor Dave Way, Suite 100  
City of Industry, CA 91744  
Joshua Nelson, City Manager  
E-mail: [jnelson@cityofindustry.org](mailto:jnelson@cityofindustry.org)  
Phone: (626) 333-2211  
Fax: (626) 961-6795
7. City of La Puente  
15900 East Main Street  
La Puente, CA 91744  
John Di Mario, Development Services Director  
E-mail: [jdimario@lapuente.org](mailto:jdimario@lapuente.org)  
Phone: (626) 855-1517
8. City of South El Monte  
1415 North Anita Avenue  
South El Monte, CA 91733  
Rene Salas, City Manager  
E-mail: [rsalas@soelmonte.org](mailto:rsalas@soelmonte.org)  
Phone: (626) 579-6540
9. City of West Covina  
1444 West Garvey Avenue South  
West Covina, CA 91790  
Paulina Morales, Assistant City Manager  
E-mail: [Pmorales@westcovina.org](mailto:Pmorales@westcovina.org)  
Phone: (626) 939-8401

## **EXHIBIT C**

### Upper San Gabriel River Watershed Scope of Work

## **EXHIBIT C**

### Upper San Gabriel River Watershed Scope of Work



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

May 31, 2023

IN REPLY PLEASE

REFER TO FILE:

SWQ-4

Mr. Chris Minton  
Larry Walker and Associates, Inc.  
720 Wilshire Boulevard, Suite 240  
Santa Monica, CA 90401

Dear Mr. Minton:

**SUPPORT SERVICES FOR IMPLEMENTATION OF THE COORDINATED  
INTEGRATED MONITORING PROGRAM AS PART OF THE UPPER SAN GABRIEL  
RIVER WATERSHED MANAGEMENT PROGRAM  
AS-NEEDED CONSULTANT CONTRACT NO. PW15727  
PROJECT NOS. F218CIMP02 AND EF20214019**

This will serve as your Notice to Proceed for the services outlined in the enclosed proposal dated May 17, 2023. You are authorized to provide 2023-24 Coordinated Integrated Monitoring Program Services for a total cost not to exceed \$1,588,523.

No optional services in the enclosed proposal shall be initiated unless notified in writing by the County Project Manager. All work shall be conducted in accordance with the terms and conditions of the Consultant Services Agreement No. PW15727.

If you have any questions, please contact me at (626) 300-4665 or [mlombos@pw.lacounty.gov](mailto:mlombos@pw.lacounty.gov) or your staff may contact the Project Manager, Mr. Joseph Venzon, at (626) 300-4643 or [jvenzon@pw.lacounty.gov](mailto:jvenzon@pw.lacounty.gov).

Very truly yours,

MARK PESTRELLA, PE  
Director of Public Works

A handwritten signature in black ink, appearing to read "M. Lombos".

MARK A. LOMBOS, PE  
Assistant Deputy Director  
Stormwater Quality Division

JV:aa

Q Drive\Sec\2023 Docs\Ltrs\NTP\_USGR CIMP Support Services LWA

Enc.



May 17, 2023

**Scope of Work to Provide Upper San Gabriel River Enhanced Watershed Monitoring  
Program Group Coordinated Integrated Monitoring Program Support**

Larry Walker Associates (LWA) appreciates the opportunity to provide the following Scope of Work to Los Angeles County Public Works (LACPW) to provide the Upper San Gabriel River Watershed Management Program Group (USGR WMP Group) with Coordinated Integrated Monitoring Program (CIMP) implementation support. The USGR WMP Group collaboratively developed a CIMP that was approved by the Regional Board and has been implementing that CIMP (including subsequently approved versions) since the 2015/16 monitoring year. Furthermore, the Los Angeles Regional MS4 Permit (R4-2021-0105) became effective in September 2021 and the USGR WMP Group collaboratively developed and submitted an updated CIMP to the Regional Board in March 2023. The goal of this project is to support LACPW in efficiently implementing the approved version of its CIMP and accurately reporting the data and programs collected/implemented by the USGR WMP Group. As such, the LWA Team will be utilized to support LACPW in the following areas:

- TMDL Receiving Water Monitoring and Stormwater Monitoring;
- Non-Stormwater Outfall Screening and Monitoring;
- CIMP Evaluation and Revision;
- Semi-Annual Data Report and WMP Progress Report;
- Annual Monitoring and TMDL Reports; and
- Meetings and Communication.

The enclosed scope of work outlines the support that will be provided, as well as the deliverables and schedule associated with each task. A proposed budget, with the unit hours and costs and total hours and costs for each required and optional task is enclosed following the scope of work. It is our understanding that authorization to proceed on optional tasks will be confirmed in an e-mail from the LACPW Project Manager to the LWA Project Manager.

Please feel free to contact me at (310) 743-6235 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Minton', with a long horizontal line extending to the right.

Chris Minton  
Principal-in-Charge



# Scope of Work for Upper San Gabriel River WMP Group Coordinated Integrated Monitoring Program

---

## Purpose

The purpose of this project is the continued implementation for up to three years of the Upper San Gabriel River Watershed Management Program Group (USGR WMP Group) Coordinated Integrated Monitoring Program (CIMP) in accordance with the most current adopted MS4 Permit and the preparation of semi-annual and annual reports.

## Background

The National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System, Permit Order No. R4-2021-0105 (2021 MS4 Permit) was adopted on July 23, 2021 by the Los Angeles Regional Water Quality Control Board (Regional Board) and became effective September 11, 2021. The MS4 Permit provides Permittees an option to implement stormwater programs through the development of a Watershed Management Program (WMP).

The following Permittees formed the USGR WMP Group and collaboratively developed and submitted their Coordinated Integrated Monitoring Program (CIMP) to the Regional Board, which was approved on November 13, 2015. Since the original CIMP, the USGR WMP Group has modified, and the Regional Board has approved, the USGR CIMP on multiple occasions. An updated CIMP was submitted by the USGR WMP Group to the Regional Board in March 2023 to incorporate the requirements of the 2021 MS4 Permit. Upon approval by the Regional Board, the updated CIMP will become the Approved CIMP.

1. County of Los Angeles
2. City of Baldwin Park
3. City of Covina
4. City of Glendora
5. City of Industry
6. City of La Puente
7. City of South El Monte
8. City of West Covina
9. Los Angeles County Flood Control District (LACFCD)

The Approved CIMP utilizes alternative approaches to meet the Primary Objectives of the Monitoring and Reporting Program (MRP) of the MS4 permit. The CIMP is designed to provide the information necessary to guide management decisions in addition to providing a means to measure attainment of receiving water limitations and water quality-based effluent limitations and is composed of four elements:

1. Receiving Water Monitoring

2. Stormwater Outfall Monitoring
3. Non-Stormwater (NSW) Outfall Screening and Monitoring
4. Reporting

## Scope of Services

### Task 1 – TMDL Receiving Water Monitoring and Stormwater Monitoring

CONSULTANT will conduct monitoring as described in the Approved CIMP. All sample collection and field measurements shall be performed in accordance with the process and procedures described in the Approved CIMP. CONSULTANT will perform the following tasks:

1. Conduct routine maintenance and equipment calibration and collect equipment blanks at all sites just prior to the start of storm season.
2. Conduct additional routine maintenance and equipment calibration at all sites as needed in preparation for storm events. Collect and analyze monitoring data at the TMDL receiving water sites and stormwater outfall monitoring sites as described in the Approved CIMP, except for Puddingstone Reservoir. Coordinate with LACFCD regarding monitoring of the receiving water monitoring station identified as S14 in the Approved CIMP. CONSULTANT will submit a Post-Event Summary Report.
3. Conduct aquatic toxicity monitoring and Toxicity Identification Evaluations (TIEs) as described in the Approved CIMP and consistent with Attachment G of the 2021 MS4 Permit.
4. Obtain necessary permits for access to conduct monitoring at the TMDL receiving water sites, stormwater outfall sites, and non-stormwater outfall sites.
5. **Optional.** CONSULTANT will receive authorization from County Project Manager prior to initiating work. Upon authorization from County Project Manager, perform maintenance on up to six monitoring sites per year to fix equipment malfunctions (two relatively straightforward with minor hardware replacement, two with limited hardware replacement, and two with complete replacement of equipment).
6. **Optional.** As directed by County Project Manager, install new or relocated monitoring sites. Future monitoring sites may require permits, such as 408 permits, for the construction of monitoring stations. Secure all permits and comply with all conditions necessary for installation of monitoring equipment. The United States Army Corps of Engineers (USACE) revised its submittal requirements per the Section 408 Permission Submittal Checklist (rev. 2/14/2018). CONSULTANT will use the Checklist as a guide for resubmitting the permit applications. CONSULTANT will prepare the required submittals, assuming two rounds of review by USACE.

### Deliverables

1. E-mail notifying County Project Manager when Pre-Storm Season autosampler maintenance has been performed and equipment blanks have been collected by September 30<sup>th</sup> of each year.

2. Electronic copy of Post-Event Summary Reports (4 wet and 2 dry events per year; 1 submittal each) within 90 calendar days after each event and Non-Event Summary Reports (up to 2 non-events per year; 1 submittal each) within 30 calendar days after each event.
3. E-mail notifying County Project Manager when aquatic toxicity monitoring and TIEs are conducted (up to six aquatic toxicity samples collected and analyzed per year) within 90 days after each event.
4. Electronic copy of access permit to conduct monitoring prior to expiration of the previous year's access permit.
5. **Optional.** Electronic copy of Equipment Malfunction Maintenance Reports (up to six equipment malfunctions per year; 1 submittal each) within 30 calendar days of completion of maintenance.
6. **Optional.** Autosampler Installation Permit Application Package (up to 3 submittals), as necessary.

### Assumptions

1. The outfalls are readily accessible and visible. The County will provide CONSULTANT with any necessary gate keys to access the outfalls.
2. The Post-Event Summary Reports, Non-Event Summary Reports, and Equipment Malfunction Maintenance Reports will be limited to one submittal. Any comments from the WMP Group Members will be incorporated in the Annual Report.
3. The Post-Event Summary Reports will be limited to the following:
  - The date, time of sampling or measurements, exact place, weather conditions, and rain fall amount.
  - The individual(s) who performed the sampling or measurements.
  - The date(s) laboratory analyses were performed.
  - The individual(s) who performed the laboratory analyses.
  - The analytical techniques or methods used.
  - The results of the laboratory analysis and the exceedances as compared to the water quality objectives.
  - The data sheets showing toxicity test results.
  - Any figures or storm hydrographs.
4. The County Project Manager will be notified by e-mail immediately after a non-event for wet weather sampling occurs. The non-event will be documented in a brief 1-page Non-Event Summary Report limited to the following information: description of the rainfall information, event activities, and reason for the non-event.
5. For aquatic toxicity monitoring, the County Project Manager will submit an e-mail to the CONSULTANT providing notification of the results of toxicity testing and TIE results collected at the S14 receiving water site within one week of those results being received from the laboratory. TIE testing will only be conducted when triggered in accordance with the Approved CIMP.

6. The County Project Manager will be notified by e-mail after equipment malfunction requiring non-routine maintenance occurs. The equipment malfunction maintenance will be documented in a brief Equipment Malfunction Maintenance Summary Report limited to the following information: description of the equipment that malfunctioned and hardware obtained and installed to restore site to functioning condition.
7. For newly installed or relocated monitoring sites, CONSULTANT will respond to up to two rounds of comments by the USACE.
8. The Section 408 Permission Submittal Checklist requests information that may not be applicable for the installation of a water quality monitoring station. CONSULTANT will use best engineering judgment for the appropriate level of detail to be included in the permit application as agreed upon by CONSULTANT and the County Project Manager.
9. The conceptual plans previously submitted by CONSULTANT will be used as the basis for the design and level of detail in the design plans.
10. CONSULTANT will prepare structural calculations, but no structural plans or detail sheets will be provided.
11. Geotechnical Analysis is not required, per March 12, 2018 email from Marvin Mai, Section 408 Program Manager, Design Section B, Engineering Division, USACE.

## Task 2 – Non-Stormwater Outfall Screening and Monitoring

Non-stormwater outfall screening was performed as part of a separate project in Fiscal Year (FY) 2014-15. Outfalls with significant non-stormwater discharge were identified (flows greater than a garden hose), and source investigations for these outfalls were conducted in 2018. Outfalls with significant non-stormwater discharges that remain unaddressed after source investigation will be monitored as part of the scope of work for this project. The remaining items of the CIMP will also be implemented as part of the scope of the work for this project as detailed herein.

With the adoption of the 2021 MS4 Permit, re-screening of the non-stormwater outfalls may be required. If re-screening is included within the Approved CIMP, re-screening and source investigations will be conducted in accordance with the Approved CIMP.

1. **Optional.** As directed by County Project Manager, CONSULTANT will conduct up to three re-screening events of the non-stormwater outfalls (dependent on the requirements of the Approved CIMP). Re-screening will be conducted consistent with the non-stormwater outfall screening which was performed in FY 2014-15 unless an alternative approach is mutually agreed to by the County Project Manager and CONSULTANT.
2. **Optional.** As directed by County Project Manager, CONSULTANT will identify outfalls with significant non-stormwater discharge.

3. **Optional.** As directed by County Project Manager, CONSULTANT will conduct source investigation of outfalls with significant discharge in accordance with the Approved CIMP requirements and the procedures and schedule approved by the County Project Manager.
4. CONSULTANT will monitor outfalls with significant non-stormwater discharges that remain unaddressed after source investigations starting in the next scheduled dry weather monitoring. CONSULTANT will collect and analyze monitoring data at the non-stormwater outfall sites during two events per year. The monitoring parameters and procedures shall follow the Approved CIMP. CONSULTANT will submit a Post-Event Summary Report.
5. CONSULTANT will notify members of the USGR WMP Group within 24 hours if a potential Illicit Discharge as defined in the 2021 MS4 Permit is observed during re-screening event.
6. CONSULTANT will prepare draft letters for members of the USGR WMP Group to notify the Regional Board and the upstream jurisdiction that a NSW discharge source is from an upstream jurisdiction, including characterization data, contribution determination efforts, and efforts taken to identify its source in accordance with the requirements of the 2021 MS4 Permit. Assume CONSULTANT will prepare up to 2 letters each year
7. CONSULTANT will prepare draft letters for members of the USGR WMP Group to notify the Regional Board that any of the authorized or conditionally exempt essential NSW discharges are a source of pollutants in accordance with the requirements of the 2021 MS4 Permit. Assume CONSULTANT will prepare up to 2 letters each year
8. CONSULTANT will update the water quality characteristics for significant outfalls in the GIS database annually as needed prior to June 30<sup>th</sup> of each year.
9. CONSULTANT will obtain paper-based outfall drainage maps from LACFCD and other USGR WMP Group members and include an electronic copy in the GIS database, if necessary.
10. CONSULTANT will delineate drainage areas for outfalls that do not have drainage maps and update the GIS database, if necessary.

### **Deliverables**

1. **Optional.** Electronic attribute table detailing the observations made during re-screening events of the non-stormwater outfalls (up to three) within 90 calendar days after each re-screening event.
2. **Optional.** Electronic copy of Significant NSW Discharge Outfall Identification Technical Memorandum (2 submittals - Draft/Final) within 90 calendar days after completion of final re-screening event and 21 calendar days of receiving comments on Draft Technical Memorandum (TM), respectively.
3. **Optional.** Electronic copy of Significant NSW Discharge Source Investigations Plan and Schedule Technical Memorandum (2 submittals - Draft/Final) within 45 calendar days after submittal of Final Significant NSW Discharge Outfall Identification Technical Memorandum and 14 calendar days of receiving comments on Draft TM, respectively.

4. **Optional.** Electronic copies of Non-Stormwater Outfall Screening and Source Identification and Investigation Technical Memorandums (2 submittals each - Draft/Final) within 90 calendar days of completing final significant NSW discharge source investigation and 14 calendar days of receiving comments on Draft TM, respectively.
5. Electronic copy of Post-Event Summary Reports (2 events per year; 1 submittal each) within 45 calendar days after each event.
6. E-mail notifying County Project Manager when potential Illicit Discharge is observed as defined in the MS4 Permit during re-screening event within 24 hours of completion of event.
7. Electronic copy of draft letter within seven calendar days of determining a NSW discharge source is from an upstream jurisdiction.
8. Electronic copy of draft letter within seven calendar days of determining authorized or conditionally exempt essential NSW discharges are a source of pollutants.
9. Electronic files of outfall inventory GIS database within 90 calendar days of completing final significant NSW discharge source investigation.

### **Assumptions**

1. Re-screening, source investigations, and monitoring will be conducted in accordance with the Approved CIMP.
2. The attribute table detailing the observations made during the non-stormwater outfall re-screening events will be limited to one submittal. Any comments from the WMP Group Members will be incorporated in the GIS database. The attribute table detailing the observations made during the non-stormwater outfall re-screening events will contain, at a minimum, the following information: Outfall ID, Screening Event Number, Date of Screening Event, Time of Observation, Description of Flow, Discharge Characteristics, and Inspector Name.
3. The Significant NSW Discharge Source Investigations Plan and Schedule Technical Memorandum will include a list of related electronic as-builts and number of catch basins to check for the source in the field.
4. The source investigation for up to four previously uninvestigated outfalls will be limited to 10 hours for each site for the desktop review and one day (8 hours) for field inspection, including reasonable travel time.
5. Each TM will be limited to one round of review by the WMP Group Members. The review period from the WMP Group Members will be two weeks. The County Project Manager will compile all comments from the WMP Group Members, with no conflicting comments. After CONSULTANT submits the final TM, any additional comments from the WMP Group Members will be incorporated into the Annual Report.

6. The Post-Event Summary Reports will be limited to one submittal. Any comments from the WMP Group Members will be incorporated in the Annual Report.
7. The Post-Event Summary Reports will be limited to the following:
  - The date, time of sampling or measurements, exact place, and weather conditions.
  - The individual(s) who performed the sampling or measurements.
  - The date(s) laboratory analyses were performed.
  - The individual(s) who performed the laboratory analyses.
  - The analytical techniques or methods used.
  - The results of the laboratory analysis and the exceedances as compared to the water quality objectives.
  - The data sheets showing toxicity test results.
  - Any figures.
8. Non-storm water outfall monitoring will be conducted at one site per event for Years 1 and 2 and up to four sites per event for Year 3 by grab sample, the sites will be readily accessible and will not require any special equipment to access the sites.

### Task 3 – CIMP Evaluation and Revision

CONSULTANT will analyze readily available monitoring data collected by the LACFCD, other watershed management program groups in the San Gabriel River watershed, Los Angeles County Sanitation Districts, San Gabriel River Regional Monitoring Program, and relevant special studies in accordance with the Approved CIMP. CONSULTANT will review monitoring data from other NPDES permittees, including municipalities, as requested by County Project Manager. CONSULTANT will perform the following tasks:

1. Prepare a technical memorandum each year that includes an assessment of the water quality of receiving water and stormwater and non-stormwater discharges based on data analysis, and recommendations on any changes to the Approved CIMP. The source identification and investigation tech memos are discussed in Task 2.
2. **Optional.** As directed by County Project Manager, prepare a letter requesting Regional Board's approval for modifying the Approved CIMP, such as removing constituents, reducing monitoring frequencies, or relocating monitoring sites.
3. **Optional.** Upon approval by the Regional Board and as directed by County Project Manager, prepare a Revised CIMP for the County Project Manager to submit to the Regional Board.

### Deliverables

1. Submit Electronic copy of Water Quality Analysis Technical Memorandums (2 submittals - Draft/Final) by October 31<sup>st</sup> and November 30<sup>th</sup>, respectively.
2. **Optional.** Submit Electronic copy of CIMP Adaptive Management Letter (2 submittals - Draft/Final) by January 15<sup>th</sup> and February 15<sup>th</sup>, respectively.

3. **Optional.** Submit Electronic copy of Revised CIMP (2 submittals - Draft/Final) by June 1<sup>st</sup> and June 30, respectively.

### **Assumptions**

1. Each technical memorandum, letter, or revised CIMP will be limited to one round of review by the WMP Group Members. The review period from the WMP Group Members will be two weeks. The County Project Manager will compile all comments from the WMP Group Members, with no conflicting comments.
2. CIMP revisions will only be based on the assessment of the water quality of receiving water and stormwater and non-stormwater discharges and recommendations on any changes to the Approved CIMP based on lessons learned. Major revisions to the CIMP will not be made under this Scope.

## **Task 4 – Semi-Annual Data Reports and Watershed Management Program (WMP) Progress Reports**

CONSULTANT will prepare Semi-Annual Data Reports as described in the Approved CIMP and meet the requirements of the 2021 MS4 Permit for the County Project Manager to submit to the Regional Board. CONSULTANT will also prepare Semi-Annual WMP Progress Reports to meet the requirements of Section 1 of Attachment H of the 2021 MS4 Permit for the County Project Manager to submit to the Regional Board. CONSULTANT will perform the following tasks:

1. Submit the Semi-Annual Data Report and WMP Progress Report for the implementation period from July 1<sup>st</sup> to December 31<sup>st</sup>.
2. Submit the Semi-Annual Data Report and WMP Progress Report for the implementation period from January 1<sup>st</sup> to June 30<sup>th</sup>.

### **Deliverables**

1. Electronic copy of Semi-Annual Data Report by April 30<sup>th</sup> and May 31<sup>st</sup> of each year (2 submittals - Draft/Final).
2. Electronic copy of Semi-Annual Data Report by October 31<sup>st</sup> and November 30<sup>th</sup> of each year (2 submittals - Draft/Final).
3. Electronic copy of Semi-Annual WMP Progress Report (2 submittals - Draft/Final) to be submitted according to schedule agreed upon by the USGR WMP Group at the end of the reporting period.

### **Assumptions**

1. Each Semi-Annual Data Report will include the data collected in this scope and in accordance with the Approved CIMP.



2. All water quality data not collected by the CONSULTANT that are required to complete the Semi-Annual Data Report for the CIMP Implementation period from July 1<sup>st</sup> to December 31<sup>st</sup> will be provided to the CONSULTANT no later than March 30<sup>th</sup> of each year.
3. All water quality data not collected by the CONSULTANT that are required to complete the Semi-Annual Data Report for the CIMP Implementation period from January 1<sup>st</sup> to June 30<sup>th</sup> will be provided to the CONSULTANT no later than August 30<sup>th</sup> of each year.
4. Each Semi-Annual Data Report will provide data in California Environmental Data Exchange Network (CEDEN) format or a format requested by the County Project Manager. All data will be collected and submitted in the CEDEN format per the 2021 MS4 Permit.
5. Each USGR WMP Group member will provide the information requested by the CONSULTANT according to the schedule agreed upon by the USGR WMP Group at the end of each reporting period.
6. The Semi-Annual WMP Progress Report will be limited to one round of review by the WMP Group Members. The review period from the WMP Group Members will be according to the schedule agreed upon by the USGR WMP Group at the end of each reporting period. The County Project Manager will compile all comments from the WMP Group Members, with no conflicting comments.

## **Task 5 – Annual Monitoring and TMDL Reports**

CONSULTANT will prepare and submit to the County Project Manager Annual Monitoring and TMDL Reports that cover the CIMP Implementation period from July 1<sup>st</sup> to June 30<sup>th</sup>. The Annual Monitoring and TMDL Report will contain the Annual Monitoring Report elements described in the Monitoring Report requirements of the 2021 MS4 Permit (Part XIV.B.2 of Attachment E).

1. Submit the Draft Annual Monitoring and TMDL Report.
2. Submit the Final Annual Monitoring and TMDL Report, including addressing comments provided by the WMP Group Members on the Draft Annual Monitoring and TMDL Report.
3. Submit an analysis of water quality data collected by the Lower San Gabriel River (LSGR) Group and East San Gabriel Valley (ESGV) Group identifying exceedances of receiving water limitations.
4. Submit the Draft Adaptive Management as described in Part IX.E of the 2021 MS4 Permit (pages 85-86) according to the schedule agreed upon by the USGR WMP Group.
5. Submit the Final Adaptive Management along with the Report of Waste Discharge on March 15, 2026.

## **Deliverables**

1. Electronic copy of Annual Monitoring and TMDL Reports according to the schedule agreed upon by the USGR WMP Group at the end of the reporting period (2 submittals – Draft/Final)
2. Excel spreadsheet containing water quality data collected by the LSGR Group and ESGV Group identifying exceedances of receiving water limitations. Electronic copy of TM presenting the exceedances of receiving water limitations in the context of the data collected by the USGR WMP Group by December 31<sup>st</sup> of each year.
3. Electronic copy of Adaptive Management Report according to the schedule agreed upon by the USGR WMP Group (2 submittals – Draft/Final)

### **Assumptions**

1. All water quality data not collected by the CONSULTANT that are required to complete the Annual Report tasks will be provided to the CONSULTANT no later than August 30<sup>th</sup> of each year.
2. CONSULTANT will work with WMP Group Members and lead Part XVIII.A.6 of the 2012 MS4 Permit. It is assumed that all WMP Group Members will provide information on Part XVIII.A.6 of the 2012 MS4 Permit (Adaptive Management Strategies) by October 1<sup>st</sup> following the reporting year address by the Annual Report.
3. Each Annual Monitoring and TMDL Report submittal will be limited to one round of review by the WMP Group Members. The Annual Report submittals will have a review period as agreed upon by the USGR WMP Group. The County Project Manager will compile all comments from the WMP Group Members, with no conflicting comments. Compiled comments on the Draft Annual Monitoring and TMDL Report will be provided according to the schedule agreed upon by the USGR WMP Group.
4. Each Annual Monitoring and TMDL Report will be limited in scope and will present data in a simplified way. The level of effort is commensurate with a concise Annual Monitoring and TMDL Report that provides information requested in Part XIV.B.2 of Attachment E of the 2021 MS4 Permit.
5. Completion of the Adaptive Management Report is dependent on each USGR WMP Group Member providing information that can easily be compiled into the Adaptive Management Report.
6. The Adaptive Management Report will be drafted under the assumption that water quality conditions are generally consistent with conditions that formed the basis for the development of the 2021 WMP update. As such, rerunning of the Reasonable Assurance Analysis and revising projects identified in the WMP are not included as part of this Scope. If rerunning of the RAA and/or updating the WMP is necessary, that will be conducted under a separate Scope.

## **Task 6 – Meetings and Communication**

CONSULTANT will provide project management services as follows:

1. Attend virtual meetings with the USGR WMP Group or as otherwise requested by the County Project Manager without preparation of agenda, presentation, or summary notes (i.e., meeting materials).
2. Schedule and prepare agenda, presentation, and/or summary notes (i.e., meeting materials) for virtual or in-person meetings with the USGR WMP Group or as otherwise requested by the County Project Manager.

### **Deliverables**

1. E-mail notifying County Project Manager of any action items assigned to the CONSULTANT, if any.
2. Electronic copy of all meeting agendas and summaries one week before and after each meeting, respectively, for meetings the CONSULTANT is responsible for preparing agenda, presentations, and/or summary notes.

### **Assumptions**

1. One CONSULTANT staff will attend up to eight virtual meetings per year. Two CONSULTANT staff will attend up to four virtual meetings per year.
2. Two CONSULTANT staff will attend up to four virtual or in-person meetings requiring the preparation of meeting materials with the USGR WMP Group, other watershed management program groups, Regional Board staff, City Councils, County staff, stakeholders, and/or other consultants per year.

## **Deliverable Schedule**

### Annually

1. September 30<sup>th</sup> – Pre-Storm Season Autosampler Maintenance Completion Email
2. April 30<sup>th</sup> – Draft Semi-Annual Data Report
3. May 31<sup>st</sup> – Final Semi-Annual Data Report
4. October 31<sup>st</sup> – Draft Tech Memo – Water Quality Analysis
5. October 31<sup>st</sup> – Draft Semi-Annual Data Report
6. November 30<sup>th</sup> – Final Tech Memo – Water Quality Analysis
7. November 30<sup>th</sup> – Final Semi-Annual Data Report
8. December 31<sup>st</sup> – Exceedance Analysis of LSGR Group and ESGR Group Data

### As-needed:

1. January 15<sup>th</sup> – Draft Letter to Regional Board to Revise CIMP
2. February 15<sup>th</sup> – Final Letter to Regional Board to Revise CIMP
3. June 1<sup>st</sup> – Draft Revised CIMP
4. June 30<sup>th</sup> – Final Revised CIMP
5. June 30<sup>th</sup> – Updated outfall GIS database

Task No.	Task Description	Year 1	Year 2	Year 3	Year 4 (Optional)
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring	\$ 633,228	\$ 633,228	\$ 633,228	\$ 633,228
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring	\$ 57,934	\$ 85,884	\$ 52,773	\$ 52,773
3.0	CIMP Evaluation and Revision	\$ 46,306	\$ 46,306	\$ 46,306	\$ 46,306
4.0	Semi-Annual Data Report and WMP Progress Report	\$ 34,808	\$ 34,808	\$ 34,808	\$ 34,808
5.0	Annual Monitoring and TMDL Reports	\$ 59,573	\$ 59,573	\$ 127,861	\$ 59,573
6.0	Meetings and Communication	\$ 32,462	\$ 32,462	\$ 32,462	\$ 32,462
	Total >>>>	\$ 864,311	\$ 892,261	\$ 927,438	\$ 859,150
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring (Optional)	\$ 272,832	\$ 272,832	\$ 272,832	\$ 272,832
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring (Optional)	\$ 418,007	\$ 46,058	\$ -	\$ -
3.0	CIMP Evaluation and Revision (Optional)	\$ 33,373	\$ 33,373	\$ 33,373	\$ 33,373
	Optional Tasks Total >>>>	\$ 724,212	\$ 352,263	\$ 306,205	\$ 306,205
	Total with Optional Tasks>>>>	\$ 1,588,523	\$ 1,244,524	\$ 1,233,643	\$ 1,165,355



Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring		58	154	217	173	148	180	73	1003	\$ 209,955	\$ -	\$ 209,955
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring (Optional)		17	42	72				5	136	\$ 33,294	\$ -	\$ 33,294
1.1	Autosampler Maintenance and Equipment Calibration	1.1	1	4	8				1	14	\$ 3,312		\$ 3,312
1.2	TMDL Receiving Water and Stormwater Outfall Monitoring		47	112	177	173	148	170	68	895	\$ 184,195	\$ -	\$ 184,195
1.2.1	Wet Weather Monitoring - 1st Event		11	26	46	44	40	46	18	231	\$ 47,127	\$ -	\$ 47,127
1.2.1.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		8	20	34	44	40	40	18	204	\$ 40,950		\$ 40,950
1.2.1.2	SGR Reach 4 Sampling							6		6	\$ 960		\$ 960
1.2.1.3	Post-Event Summary Report	1.2	3	6	12					21	\$ 5,217		\$ 5,217
1.2.2	Wet Weather Monitoring - 2nd Event		11	26	46	40	36	42	17	218	\$ 44,772	\$ -	\$ 44,772
1.2.2.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		8	20	34	40	36	36	17	191	\$ 38,595		\$ 38,595
1.2.2.2	SGR Reach 4 Sampling							6		6	\$ 960		\$ 960
1.2.2.3	Post-Event Summary Report	1.2	3	6	12					21	\$ 5,217		\$ 5,217
1.2.1.3	Wet Weather Monitoring - 3rd Event		11	26	46	40	36	42	17	218	\$ 44,772	\$ -	\$ 44,772
1.2.3.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		8	20	34	40	36	36	17	191	\$ 38,595		\$ 38,595
1.2.3.2	SGR Reach 4 Sampling							6		6	\$ 960		\$ 960
1.2.3.3	Post-Event Summary Report	1.2	3	6	12					21	\$ 5,217		\$ 5,217
1.2.4	Wet Weather Monitoring - 4th Event		2	12	11	17	14	18	6	80	\$ 16,082	\$ -	\$ 16,082
1.2.4.1	Receiving Water Sampling (Excluding Reach 4)		1	8	3	16	14	12	5	59	\$ 11,612		\$ 11,612
1.2.4.2	SGR Reach 4 Sampling							6		6	\$ 960		\$ 960
1.2.4.3	Post-Event Summary Report	1.2	1	4	8	1			1	15	\$ 3,510		\$ 3,510
1.2.5	Non-Event - 1st Event		4	7		16	11	11	4	53	\$ 10,736	\$ -	\$ 10,736
1.2.5.1	Preparation and Mobilization		2	4		16	11	11	4	48	\$ 9,325		\$ 9,325
1.2.5.2	Non-Event Summary Report	1.2	2	3						5	\$ 1,411		\$ 1,411
1.2.6	Non-Event - 2nd Event		4	7		16	11	11	4	53	\$ 10,736	\$ -	\$ 10,736
1.2.6.1	Preparation and Mobilization		2	4		16	11	11	4	48	\$ 9,325		\$ 9,325
1.2.6.2	Non-Event Summary Report	1.2	2	3						5	\$ 1,411		\$ 1,411
1.2.7	Dry Weather Monitoring - 1st Event		2	4	14				1	21	\$ 4,985	\$ -	\$ 4,985
1.2.7.1	SJC and WCW Sampling and SGR Reach 4 Observation		1	2	10				1	14	\$ 3,246		\$ 3,246



Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
1.2.7.2	Post-Event Summary Report	1.2	1	2	4					7	\$ 1,739		\$ 1,739
1.2.8	Dry Weather Monitoring - 2nd Event		2	4	14				1	21	\$ 4,985	\$ -	\$ 4,985
1.2.1.8.1	SJC and WCW Sampling and SGR Reach 4 Observation		1	2	10				1	14	\$ 3,246		\$ 3,246
1.2.1.8.2	Post-Event Summary Report	1.2	1	2	4					7	\$ 1,739		\$ 1,739
1.3	Aquatic Toxicity Monitoring and TIEs		6	30	12					48	\$ 12,384	\$ -	\$ 12,384
1.3.1	Toxicity Monitoring - 1st Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.1.1	Aquatic Toxicity - 1st Site	1.3		1	2					3	\$ 711		\$ 711
1.3.1.2	TIE - 1st Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.2	Toxicity Monitoring - 2nd Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.2.1	Aquatic Toxicity - 2nd Site	1.3		1	2					3	\$ 711		\$ 711
1.3.2.2	TIE - 2nd Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.3	Toxicity Monitoring - 3rd Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.3.1	Aquatic Toxicity - 3rd Site	1.3		1	2					3	\$ 711		\$ 711
1.3.3.2	TIE - 3rd Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.4	Toxicity Monitoring - 4th Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.4.1	Aquatic Toxicity - 4th Site	1.3		1	2					3	\$ 711		\$ 711
1.3.4.2	TIE - 4th Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.5	Toxicity Monitoring - 5th Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.5.1	Aquatic Toxicity - 5th Site	1.3		1	2					3	\$ 711		\$ 711
1.3.5.2	TIE - 5th Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.6	Toxicity Monitoring - 6th Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.6.1	Aquatic Toxicity - 6th Site	1.3		1	2					3	\$ 711		\$ 711
1.3.6.2	TIE - 6th Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.4	Obtain Access Permits	1.4	4	8	20			10	4	46	\$ 10,064		\$ 10,064
1.5	Equipment Malfunction Maintenance (Optional)		8	24	24				2	58	\$ 14,478	\$ -	\$ 14,478
1.5.1	Equipment Malfunction Maintenance - 1st Event		4	12	12				1	29	\$ 7,239	\$ -	\$ 7,239
1.5.1.1	Equipment Malfunction Maintenance with Minor Replacement	1.5	1	2	2					5	\$ 1,287		\$ 1,287
1.5.1.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5	1	4	4					9	\$ 2,257		\$ 2,257



Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
1.5.1.2	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5	2	6	6				1	15	\$ 3,695		\$ 3,695
1.5.2	Equipment Malfunction Maintenance - 2nd Event		4	12	12				1	29	\$ 7,239	\$ -	\$ 7,239
1.5.2.1	Equipment Malfunction Maintenance with Minor Replacement	1.5	1	2	2					5	\$ 1,287		\$ 1,287
1.5.2.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5	1	4	4					9	\$ 2,257		\$ 2,257
1.5.2.3	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5	2	6	6				1	15	\$ 3,695		\$ 3,695
1.6	Install New or Relocated Monitoring Site (Optional)		9	18	48				3	78	\$ 18,816	\$ -	\$ 18,816
1.6.1	Straightforward Installation	1.6	2	4	8				1	15	\$ 3,629		\$ 3,629
1.6.2	Intermediate Installation	1.6	3	6	16						\$ 6,121		\$ 6,121
1.6.3	Complex Installation	1.6	4	8	24				2	38	\$ 9,066		\$ 9,066
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring		14	36	40	12		16	6	124	\$ 28,644	\$ -	\$ 28,644
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring (Optional)		18	106	490	308	316	308	57	1603	\$ 323,759	\$ -	\$ 323,759
2.1	NSW Outfall Screening (Optional)		16	100	444	308	308	308	54	1538	\$ 309,178	\$ -	\$ 309,178
2.1.1	NSW Outfall Screening - 1st Event	2.1	8	44	170	110	110	110	20	572	\$ 115,982		\$ 115,982
2.1.2	NSW Outfall Screening - 2nd Event	2.1	4	28	137	99	99	99	17	483	\$ 96,598		\$ 96,598
2.1.2	NSW Outfall Screening - 3rd Event	2.1	4	28	137	99	99	99	17	483	\$ 96,598		\$ 96,598
2.2	Identification of Outfalls with Significant NSW Discharge (Optional)	2.2	2	6	46		8		3	65	\$ 14,581		\$ 14,581
2.3	Significant NSW Discharge Source Investigations (Optional)										\$ -	\$ -	\$ -
2.3.1	Draft Significant NSW Discharge Source Investigations Plan and Schedule	2.3									\$ -		\$ -
2.3.2	Final Significant NSW Discharge Source Investigations Plan and Schedule	2.3									\$ -		\$ -
2.3.3	Significant NSW Source Investigations										\$ -		\$ -
2.3.4	Draft NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4									\$ -		\$ -
2.3.5	Final NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4									\$ -		\$ -
2.4	Significant NSW Discharge Outfall Monitoring		6	16	24	8		16	4	74	\$ 16,218	\$ -	\$ 16,218
2.4.1	NSW Outfall Monitoring - 1st Event		3	8	12	4		8	2	37	\$ 8,109	\$ -	\$ 8,109
2.4.1.1	Unaddressed Significant NSW Discharge Monitoring		2	6	8	4		8	1	29	\$ 6,219		\$ 6,219





Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
2.4.1.2	Post-Event Summary Report	2.5	1	2	4				1	8	\$ 1,890		\$ 1,890
2.4.2	NSW Outfall Monitoring - 2nd Event		3	8	12	4		8	2	37	\$ 8,109	\$ -	\$ 8,109
2.4.2.1	Unaddressed Significant NSW Discharge Monitoring		2	6	8	4		8	1	29	\$ 6,219		\$ 6,219
2.4.2.2	Post-Event Summary Report	2.5	1	2	4				1	8	\$ 1,890		\$ 1,890
2.5	Illicit Discharge Notification		6	12					1	19	\$ 5,161	\$ -	\$ 5,161
2.5.1	NSW Outfall Screening - 1st Event	2.6	2	4					1	7	\$ 1,821		\$ 1,821
2.5.2	NSW Outfall Screening - 2nd Event	2.6	2	4						6	\$ 1,670		\$ 1,670
2.5.3	NSW Outfall Screening - 3rd Event	2.6	2	4						6	\$ 1,670		\$ 1,670
2.6	Upstream Jurisdiction Notification Letters										\$ -	\$ -	\$ -
2.6.1	Upstream Jurisdiction Notification Letter - 1st	2.7									\$ -		\$ -
2.6.2	Upstream Jurisdiction Notification Letter - 2nd	2.7									\$ -		\$ -
2.7	Source of Pollutants Notification Letters										\$ -	\$ -	\$ -
2.7.1	Source of Pollutants Notification Letter - 1st	2.8									\$ -		\$ -
2.7.2	Source of Pollutants Notification Letter - 2nd	2.8									\$ -		\$ -
2.8	Update Water Quality Characteristics	2.9	2	8	16	4			1	31	\$ 7,265		\$ 7,265
2.9	Paper-Based Outfall Drainage Maps Digitization	2.9									\$ -		\$ -
2.10	Drainage Area Delineation	2.9									\$ -		\$ -
3.0	CIMP Evaluation and Revision		5	30	72	4	96		9	216	\$ 46,306	\$ -	\$ 46,306
3.0	CIMP Evaluation and Revision (Optional)		12	26	40		66		7	151	\$ 33,373	\$ -	\$ 33,373
3.1	Water Quality Analysis Technical Memorandum		5	30	72	4	96		9	216	\$ 46,306	\$ -	\$ 46,306
3.1.1	Draft Water Quality Analysis Technical Memorandum	3.1	4	24	48	4	72		7	159	\$ 34,077		\$ 34,077
3.1.2	Final Water Quality Analysis Technical Memorandum	3.1	1	6	24		24		2	57	\$ 12,229		\$ 12,229
3.2	CIMP Adaptive Management Letter (Optional)		4	10			2		1	17	\$ 4,395	\$ -	\$ 4,395
3.2.1	Draft CIMP Adaptive Management Letter	3.2	2	6			2		1	11	\$ 2,725		\$ 2,725
3.2.2	Final CIMP Adaptive Management Letter	3.2	2	4						6	\$ 1,670		\$ 1,670
3.3	Revised CIMP (Optional)		8	16	40		64		6	134	\$ 28,978	\$ -	\$ 28,978
3.2.1	Draft Revised CIMP	3.3	4	8	32		48		4	96	\$ 20,440		\$ 20,440
3.2.2	Final Revised CIMP	3.3	4	8	8		16		2	38	\$ 8,538		\$ 8,538



Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
4.0	Semi-Annual Data Report and WMP Progress Report		18	48	20	10	48		6	150	\$ 34,808	\$ -	\$ 34,808
4.1	Jul 1 to Dec 31 Semi-Annual Monitoring Report		3	8		5	8		1	25	\$ 5,708	\$ -	\$ 5,708
4.1.1	Draft Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1	2	6		4	8		1	21	\$ 4,675		\$ 4,675
4.1.2	Final Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1	1	2		1				4	\$ 1,033		\$ 1,033
4.2	Jan 1 to Jun 30 Semi-Annual Monitoring Report		3	8		5	8		1	25	\$ 5,708	\$ -	\$ 5,708
4.2.1	Draft Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2	2	6		4	8		1	21	\$ 4,675		\$ 4,675
4.2.2	Final Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2	1	2		1				4	\$ 1,033		\$ 1,033
4.3	Jul 1 to Dec 31 Semi-Annual WMP Progress Report		6	16	10		16		2	50	\$ 11,696	\$ -	\$ 11,696
4.3.1	Draft Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3	4	12	8		16		2	42	\$ 9,574		\$ 9,574
4.3.2	Final Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3	2	4	2					8	\$ 2,122		\$ 2,122
4.4	Jan 1 to Jun 30 Semi-Annual WMP Progress Report		6	16	10		16		2	50	\$ 11,696	\$ -	\$ 11,696
4.4.1	Draft Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3	4	12	8		16		2	42	\$ 9,574		\$ 9,574
4.4.2	Final Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3	2	4	2					8	\$ 2,122		\$ 2,122
5.0	Annual Monitoring and TMDL Reports		13	59	56	10	112	16	9	275	\$ 59,573	\$ -	\$ 59,573
5.1	Draft Annual Report	5.1	6	30	40	8	60	8	6	158	\$ 34,062		\$ 34,062
5.2	Final Annual Report	5.1	1	5	4	2	12	4	1	29	\$ 6,019		\$ 6,019
5.3	LSGR and ESGR Exceedance Analysis	5.2	6	24	12		40	4	2	88	\$ 19,492		\$ 19,492
5.5	Draft Adaptive Management	5.3									\$ -		\$ -
5.6	Final Adaptive Management	5.3									\$ -		\$ -
6.0	Meetings and Communication		19	50	51				13	133	\$ 32,462	\$ -	\$ 32,462
6.1	Twelve Meetings and Calls without Meeting Materials	6.1	3	18	3				8	32	\$ 7,499		\$ 7,499
6.2	Four Meetings and Calls with Meeting Materials	6.2	16	32	48				5	101	\$ 24,963		\$ 24,963
	Totals		127	377	456	209	404	212	116	1901	\$ 411,748	\$ -	\$ 411,748
	Totals (Optional)		47	174	602	308	382	308	69	1890	\$ 390,426	\$ -	\$ 390,426

Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring		288	96	393	377		1154	\$ 219,188	\$ 3,000	\$ 222,188
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring (Optional)		61	13	403	314		791	\$ 144,538	\$ 95,000	\$ 239,538
1.1	Autosampler Maintenance and Equipment Calibration	1.1	34	6	60	60		160	\$ 29,742	\$ 3,000	\$ 32,742
1.2	TMDL Receiving Water and Stormwater Outfall Monitoring		254	90	333	317		994	\$ 189,446	\$ -	\$ 189,446
1.2.1	Wet Weather Monitoring - 1st Event		70	20	89	77		256	\$ 48,828	\$ -	\$ 48,828
1.2.1.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		60	14	80	74		228	\$ 43,116		\$ 43,116
1.2.1.2	SGR Reach 4 Sampling				3	3		6	\$ 1,068		\$ 1,068
1.2.1.3	Post-Event Summary Report	1.2	10	6	6			22	\$ 4,644		\$ 4,644
1.2.2	Wet Weather Monitoring - 2nd Event		60	20	73	73		226	\$ 43,048	\$ -	\$ 43,048
1.2.2.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		51	14	66	70		201	\$ 37,926		\$ 37,926
1.2.2.2	SGR Reach 4 Sampling				3	3		6	\$ 1,068		\$ 1,068
1.2.2.3	Post-Event Summary Report	1.2	9	6	4			19	\$ 4,054		\$ 4,054
1.2.1.3	Wet Weather Monitoring - 3rd Event		60	20	73	73		226	\$ 43,048	\$ -	\$ 43,048
1.2.3.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		51	14	66	70		201	\$ 37,926		\$ 37,926
1.2.3.2	SGR Reach 4 Sampling				3	3		6	\$ 1,068		\$ 1,068
1.2.3.3	Post-Event Summary Report	1.2	9	6	4			19	\$ 4,054		\$ 4,054
1.2.4	Wet Weather Monitoring - 4th Event		6	10	28	28		72	\$ 13,602	\$ -	\$ 13,602
1.2.4.1	Receiving Water Sampling (Excluding Reach 4)		5	7	22	25		59	\$ 11,028		\$ 11,028
1.2.4.2	SGR Reach 4 Sampling				3	3		6	\$ 1,068		\$ 1,068
1.2.4.3	Post-Event Summary Report	1.2	1	3	3			7	\$ 1,506		\$ 1,506
1.2.5	Non-Event - 1st Event		24	7	21	21		73	\$ 14,059	\$ -	\$ 14,059
1.2.5.1	Preparation and Mobilization		23	6	21	21		71	\$ 13,614		\$ 13,614
1.2.5.2	Non-Event Summary Report	1.2	1	1				2	\$ 445		\$ 445
1.2.6	Non-Event - 2nd Event		24	7	21	21		73	\$ 14,059	\$ -	\$ 14,059
1.2.6.1	Preparation and Mobilization		23	6	21	21		71	\$ 13,614		\$ 13,614
1.2.6.2	Non-Event Summary Report	1.2	1	1				2	\$ 445		\$ 445
1.2.7	Dry Weather Monitoring - 1st Event		5	3	14	12		34	\$ 6,401	\$ -	\$ 6,401
1.2.7.1	SJC and WCW Sampling and SGR Reach 4 Observation		2	2	14	12		30	\$ 5,548		\$ 5,548



Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
1.2.7.2	Post-Event Summary Report	1.2	3	1				4	\$ 853		\$ 853
1.2.8	Dry Weather Monitoring - 2nd Event		5	3	14	12		34	\$ 6,401	\$ -	\$ 6,401
1.2.1.8.1	SJC and WCW Sampling and SGR Reach 4 Observation		2	2	14	12		30	\$ 5,548		\$ 5,548
1.2.1.8.2	Post-Event Summary Report	1.2	3	1				4	\$ 853		\$ 853
1.3	Aquatic Toxicity Monitoring and TIEs								\$ -	\$ -	\$ -
1.3.1	Toxicity Monitoring - 1st Site								\$ -	\$ -	\$ -
1.3.1.1	Aquatic Toxicity - 1st Site	1.3							\$ -		\$ -
1.3.1.2	TIE - 1st Site	1.3							\$ -		\$ -
1.3.2	Toxicity Monitoring - 2nd Site								\$ -	\$ -	\$ -
1.3.2.1	Aquatic Toxicity - 2nd Site	1.3							\$ -		\$ -
1.3.2.2	TIE - 2nd Site	1.3							\$ -		\$ -
1.3.3	Toxicity Monitoring - 3rd Site								\$ -	\$ -	\$ -
1.3.3.1	Aquatic Toxicity - 3rd Site	1.3							\$ -		\$ -
1.3.3.2	TIE - 3rd Site	1.3							\$ -		\$ -
1.3.4	Toxicity Monitoring - 4th Site								\$ -	\$ -	\$ -
1.3.4.1	Aquatic Toxicity - 4th Site	1.3							\$ -		\$ -
1.3.4.2	TIE - 4th Site	1.3							\$ -		\$ -
1.3.5	Toxicity Monitoring - 5th Site								\$ -	\$ -	\$ -
1.3.5.1	Aquatic Toxicity - 5th Site	1.3							\$ -		\$ -
1.3.5.2	TIE - 5th Site	1.3							\$ -		\$ -
1.3.6	Toxicity Monitoring - 6th Site								\$ -	\$ -	\$ -
1.3.6.1	Aquatic Toxicity - 6th Site	1.3							\$ -		\$ -
1.3.6.2	TIE - 6th Site	1.3							\$ -		\$ -
1.4	Obtain Access Permits	1.4							\$ -		\$ -
1.5	Equipment Malfunction Maintenance (Optional)		30		170	170		370	\$ 66,640	\$ 95,000	\$ 161,640
1.5.1	Equipment Malfunction Maintenance - 1st Event		15		85	85		185	\$ 33,320	\$ 47,500	\$ 80,820
1.5.1.1	Equipment Malfunction Maintenance with Minor Replacement	1.5	5		10	10		25	\$ 4,580	\$ 2,500	\$ 7,080
1.5.1.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5	5		25	25		55	\$ 9,920	\$ 10,000	\$ 19,920

Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
1.5.1.2	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5	5		50	50		105	\$ 18,820	\$ 35,000	\$ 53,820
1.5.2	Equipment Malfunction Maintenance - 2nd Event		15		85	85		185	\$ 33,320	\$ 47,500	\$ 80,820
1.5.2.1	Equipment Malfunction Maintenance with Minor Replacement	1.5	5		10	10		25	\$ 4,580	\$ 2,500	\$ 7,080
1.5.2.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5	5		25	25		55	\$ 9,920	\$ 10,000	\$ 19,920
1.5.2.3	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5	5		50	50		105	\$ 18,820	\$ 35,000	\$ 53,820
1.6	Install New or Relocated Monitoring Site (Optional)		31	13	233	144		421	\$ 77,898	\$ -	\$ 77,898
1.6.1	Straightforward Installation	1.6	9	3	60	36		108	\$ 20,007		\$ 20,007
1.6.2	Intermediate Installation	1.6	10	4	78	48		140	\$ 25,882		\$ 25,882
1.6.3	Complex Installation	1.6	12	6	95	60		173	\$ 32,009		\$ 32,009
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring								\$ -	\$ -	\$ -
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring (Optional)					308	308	616	\$ 94,248	\$ -	\$ 94,248
2.1	NSW Outfall Screening (Optional)					308	308	616	\$ 94,248	\$ -	\$ 94,248
2.1.1	NSW Outfall Screening - 1st Event	2.1				110	110	220	\$ 33,660		\$ 33,660
2.1.2	NSW Outfall Screening - 2nd Event	2.1				99	99	198	\$ 30,294		\$ 30,294
2.1.2	NSW Outfall Screening - 3rd Event	2.1				99	99	198	\$ 30,294		\$ 30,294
2.2	Identification of Outfalls with Significant NSW Discharge (Optional)	2.2							\$ -		\$ -
2.3	Significant NSW Discharge Source Investigations (Optional)								\$ -	\$ -	\$ -
2.3.1	Draft Significant NSW Discharge Source Investigations Plan and Schedule	2.3							\$ -		\$ -
2.3.2	Final Significant NSW Discharge Source Investigations Plan and Schedule	2.3							\$ -		\$ -
2.3.3	Significant NSW Source Investigations								\$ -		\$ -
2.3.4	Draft NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4							\$ -		\$ -
2.3.5	Final NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4							\$ -		\$ -
2.4	Significant NSW Discharge Outfall Monitoring								\$ -	\$ -	\$ -
2.4.1	NSW Outfall Monitoring - 1st Event								\$ -	\$ -	\$ -
2.4.1.1	Unaddressed Significant NSW Discharge Monitoring								\$ -		\$ -



Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
2.4.1.2	Post-Event Summary Report	2.5							\$ -		\$ -
2.4.2	NSW Outfall Monitoring - 2nd Event								\$ -	\$ -	\$ -
2.4.2.1	Unaddressed Significant NSW Discharge Monitoring								\$ -		\$ -
2.4.2.2	Post-Event Summary Report	2.5							\$ -		\$ -
2.5	Illicit Discharge Notification								\$ -	\$ -	\$ -
2.5.1	NSW Outfall Screening - 1st Event	2.6							\$ -		\$ -
2.5.2	NSW Outfall Screening - 2nd Event	2.6							\$ -		\$ -
2.5.3	NSW Outfall Screening - 3rd Event	2.6							\$ -		\$ -
2.6	Upstream Jurisdiction Notification Letters								\$ -	\$ -	\$ -
2.6.1	Upstream Jurisdiction Notification Letter - 1st	2.7							\$ -		\$ -
2.6.2	Upstream Jurisdiction Notification Letter - 2nd	2.7							\$ -		\$ -
2.7	Source of Pollutants Notification Letters								\$ -	\$ -	\$ -
2.7.1	Source of Pollutants Notification Letter - 1st	2.8							\$ -		\$ -
2.7.2	Source of Pollutants Notification Letter - 2nd	2.8							\$ -		\$ -
2.8	Update Water Quality Characteristics	2.9							\$ -		\$ -
2.9	Paper-Based Outfall Drainage Maps Digitization	2.9							\$ -		\$ -
2.10	Drainage Area Delineation	2.9							\$ -		\$ -
3.0	CIMP Evaluation and Revision								\$ -	\$ -	\$ -
3.0	CIMP Evaluation and Revision (Optional)								\$ -	\$ -	\$ -
3.1	Water Quality Analysis Technical Memorandum								\$ -	\$ -	\$ -
3.1.1	Draft Water Quality Analysis Technical Memorandum	3.1							\$ -		\$ -
3.1.2	Final Water Quality Analysis Technical Memorandum	3.1							\$ -		\$ -
3.2	CIMP Adaptive Management Letter (Optional)								\$ -	\$ -	\$ -
3.2.1	Draft CIMP Adaptive Management Letter	3.2							\$ -		\$ -
3.2.2	Final CIMP Adaptive Management Letter	3.2							\$ -		\$ -
3.3	Revised CIMP (Optional)								\$ -	\$ -	\$ -
3.2.1	Draft Revised CIMP	3.3							\$ -		\$ -
3.2.2	Final Revised CIMP	3.3							\$ -		\$ -





Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
4.0	Semi-Annual Data Report and WMP Progress Report								\$ -	\$ -	\$ -
4.1	Jul 1 to Dec 31 Semi-Annual Monitoring Report								\$ -	\$ -	\$ -
4.1.1	Draft Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1							\$ -		\$ -
4.1.2	Final Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1							\$ -		\$ -
4.2	Jan 1 to Jun 30 Semi-Annual Monitoring Report								\$ -	\$ -	\$ -
4.2.1	Draft Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2							\$ -		\$ -
4.2.2	Final Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2							\$ -		\$ -
4.3	Jul 1 to Dec 31 Semi-Annual WMP Progress Report								\$ -	\$ -	\$ -
4.3.1	Draft Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3							\$ -		\$ -
4.3.2	Final Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3							\$ -		\$ -
4.4	Jan 1 to Jun 30 Semi-Annual WMP Progress Report								\$ -	\$ -	\$ -
4.4.1	Draft Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3							\$ -		\$ -
4.4.2	Final Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3							\$ -		\$ -
5.0	Annual Monitoring and TMDL Reports								\$ -	\$ -	\$ -
5.1	Draft Annual Report	5.1							\$ -		\$ -
5.2	Final Annual Report	5.1							\$ -		\$ -
5.3	LSGR and ESGR Exceedance Analysis	5.2							\$ -		\$ -
5.5	Draft Adaptive Management	5.3							\$ -		\$ -
5.6	Final Adaptive Management	5.3							\$ -		\$ -
6.0	Meetings and Communication								\$ -	\$ -	\$ -
6.1	Twelve Meetings and Calls without Meeting Materials	6.1							\$ -		\$ -
6.2	Four Meetings and Calls with Meeting Materials	6.2							\$ -		\$ -
	Totals		288	96	393	377		1154	\$ 219,188	\$ 3,000	\$ 222,188
	Totals (Optional)		61	13	403	622	308	1407	\$ 238,786	\$ 95,000	\$ 333,786

Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring		\$ 127,735	\$ 73,350	\$ 201,085	\$ 633,228
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring (Optional)		\$ -	\$ -	\$ -	\$ 272,832
1.1	Autosampler Maintenance and Equipment Calibration	1.1	\$ 21,478		\$ 21,478	\$ 57,532
1.2	TMDL Receiving Water and Stormwater Outfall Monitoring		\$ 106,257	\$ -	\$ 106,257	\$ 479,898
1.2.1	Wet Weather Monitoring - 1st Event		\$ 25,838	\$ -	\$ 25,838	\$ 121,793
1.2.1.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		\$ 22,686		\$ 22,686	\$ 106,752
1.2.1.2	SGR Reach 4 Sampling		\$ 3,153		\$ 3,153	\$ 5,181
1.2.1.3	Post-Event Summary Report	1.2			\$ -	\$ 9,861
1.2.2	Wet Weather Monitoring - 2nd Event		\$ 25,838	\$ -	\$ 25,838	\$ 113,658
1.2.2.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		\$ 22,686		\$ 22,686	\$ 99,207
1.2.2.2	SGR Reach 4 Sampling		\$ 3,153		\$ 3,153	\$ 5,181
1.2.2.3	Post-Event Summary Report	1.2			\$ -	\$ 9,271
1.2.1.3	Wet Weather Monitoring - 3rd Event		\$ 25,838	\$ -	\$ 25,838	\$ 113,658
1.2.3.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		\$ 22,686		\$ 22,686	\$ 99,207
1.2.3.2	SGR Reach 4 Sampling		\$ 3,153		\$ 3,153	\$ 5,181
1.2.3.3	Post-Event Summary Report	1.2			\$ -	\$ 9,271
1.2.4	Wet Weather Monitoring - 4th Event		\$ 11,035	\$ -	\$ 11,035	\$ 40,719
1.2.4.1	Receiving Water Sampling (Excluding Reach 4)		\$ 7,882		\$ 7,882	\$ 30,522
1.2.4.2	SGR Reach 4 Sampling		\$ 3,153		\$ 3,153	\$ 5,181
1.2.4.3	Post-Event Summary Report	1.2			\$ -	\$ 5,016
1.2.5	Non-Event - 1st Event		\$ -	\$ -	\$ -	\$ 24,795
1.2.5.1	Preparation and Mobilization				\$ -	\$ 22,939
1.2.5.2	Non-Event Summary Report	1.2			\$ -	\$ 1,856
1.2.6	Non-Event - 2nd Event		\$ -	\$ -	\$ -	\$ 24,795
1.2.6.1	Preparation and Mobilization				\$ -	\$ 22,939
1.2.6.2	Non-Event Summary Report	1.2			\$ -	\$ 1,856
1.2.7	Dry Weather Monitoring - 1st Event		\$ 8,854	\$ -	\$ 8,854	\$ 20,240
1.2.7.1	SJC and WCW Sampling and SGR Reach 4 Observation		\$ 8,854		\$ 8,854	\$ 17,648



Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
1.2.7.2	Post-Event Summary Report	1.2			\$ -	\$ 2,592
1.2.8	Dry Weather Monitoring - 2nd Event		\$ 8,854	\$ -	\$ 8,854	\$ 20,240
1.2.1.8.1	SJC and WCW Sampling and SGR Reach 4 Observation		\$ 8,854		\$ 8,854	\$ 17,648
1.2.1.8.2	Post-Event Summary Report	1.2			\$ -	\$ 2,592
<b>1.3</b>	<b>Aquatic Toxicity Monitoring and TIEs</b>		\$ -	\$ 73,350	\$ 73,350	\$ 85,734
1.3.1	Toxicity Monitoring - 1st Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.1.1	Aquatic Toxicity - 1st Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.1.2	TIE - 1st Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.2	Toxicity Monitoring - 2nd Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.2.1	Aquatic Toxicity - 2nd Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.2.2	TIE - 2nd Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.3	Toxicity Monitoring - 3rd Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.3.1	Aquatic Toxicity - 3rd Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.3.2	TIE - 3rd Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.4	Toxicity Monitoring - 4th Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.4.1	Aquatic Toxicity - 4th Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.4.2	TIE - 4th Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.5	Toxicity Monitoring - 5th Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.5.1	Aquatic Toxicity - 5th Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.5.2	TIE - 5th Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.6	Toxicity Monitoring - 6th Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.6.1	Aquatic Toxicity - 6th Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.6.2	TIE - 6th Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
<b>1.4</b>	<b>Obtain Access Permits</b>	1.4			\$ -	\$ 10,064
<b>1.5</b>	<b>Equipment Malfunction Maintenance (Optional)</b>		\$ -	\$ -	\$ -	\$ 176,118
1.5.1	Equipment Malfunction Maintenance - 1st Event		\$ -	\$ -	\$ -	\$ 88,059
1.5.1.1	Equipment Malfunction Maintenance with Minor Replacement	1.5			\$ -	\$ 8,367
1.5.1.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5			\$ -	\$ 22,177

Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
1.5.1.2	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5			\$ -	\$ 57,515
1.5.2	Equipment Malfunction Maintenance - 2nd Event		\$ -	\$ -	\$ -	\$ 88,059
1.5.2.1	Equipment Malfunction Maintenance with Minor Replacement	1.5			\$ -	\$ 8,367
1.5.2.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5			\$ -	\$ 22,177
1.5.2.3	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5			\$ -	\$ 57,515
1.6	Install New or Relocated Monitoring Site (Optional)		\$ -	\$ -	\$ -	\$ 96,714
1.6.1	Straightforward Installation	1.6			\$ -	\$ 23,636
1.6.2	Intermediate Installation	1.6			\$ -	\$ 32,003
1.6.3	Complex Installation	1.6			\$ -	\$ 41,075
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring		\$ 29,290	\$ -	\$ 29,290	\$ 57,934
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring (Optional)		\$ -	\$ -	\$ -	\$ 418,007
2.1	NSW Outfall Screening (Optional)		\$ -	\$ -	\$ -	\$ 403,426
2.1.1	NSW Outfall Screening - 1st Event	2.1			\$ -	\$ 149,642
2.1.2	NSW Outfall Screening - 2nd Event	2.1			\$ -	\$ 126,892
2.1.2	NSW Outfall Screening - 3rd Event	2.1			\$ -	\$ 126,892
2.2	Identification of Outfalls with Significant NSW Discharge (Optional)	2.2			\$ -	\$ 14,581
2.3	Significant NSW Discharge Source Investigations (Optional)		\$ -	\$ -	\$ -	\$ -
2.3.1	Draft Significant NSW Discharge Source Investigations Plan and Schedule	2.3			\$ -	\$ -
2.3.2	Final Significant NSW Discharge Source Investigations Plan and Schedule	2.3			\$ -	\$ -
2.3.3	Significant NSW Source Investigations				\$ -	\$ -
2.3.4	Draft NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4			\$ -	\$ -
2.3.5	Final NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4			\$ -	\$ -
2.4	Significant NSW Discharge Outfall Monitoring		\$ 29,290	\$ -	\$ 29,290	\$ 45,508
2.4.1	NSW Outfall Monitoring - 1st Event		\$ 14,645	\$ -	\$ 14,645	\$ 22,754
2.4.1.1	Unaddressed Significant NSW Discharge Monitoring		\$ 14,645		\$ 14,645	\$ 20,864

Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
2.4.1.2	Post-Event Summary Report	2.5			\$ -	\$ 1,890
2.4.2	NSW Outfall Monitoring - 2nd Event		\$ 14,645	\$ -	\$ 14,645	\$ 22,754
2.4.2.1	Unaddressed Significant NSW Discharge Monitoring		\$ 14,645		\$ 14,645	\$ 20,864
2.4.2.2	Post-Event Summary Report	2.5			\$ -	\$ 1,890
2.5	Illicit Discharge Notification		\$ -	\$ -	\$ -	\$ 5,161
2.5.1	NSW Outfall Screening - 1st Event	2.6			\$ -	\$ 1,821
2.5.2	NSW Outfall Screening - 2nd Event	2.6			\$ -	\$ 1,670
2.5.3	NSW Outfall Screening - 3rd Event	2.6			\$ -	\$ 1,670
2.6	Upstream Jurisdiction Notification Letters		\$ -	\$ -	\$ -	\$ -
2.6.1	Upstream Jurisdiction Notification Letter - 1st	2.7			\$ -	\$ -
2.6.2	Upstream Jurisdiction Notification Letter - 2nd	2.7			\$ -	\$ -
2.7	Source of Pollutants Notification Letters		\$ -	\$ -	\$ -	\$ -
2.7.1	Source of Pollutants Notification Letter - 1st	2.8			\$ -	\$ -
2.7.2	Source of Pollutants Notification Letter - 2nd	2.8			\$ -	\$ -
2.8	Update Water Quality Characteristics	2.9			\$ -	\$ 7,265
2.9	Paper-Based Outfall Drainage Maps Digitization	2.9			\$ -	\$ -
2.10	Drainage Area Delineation	2.9			\$ -	\$ -
3.0	CIMP Evaluation and Revision		\$ -	\$ -	\$ -	\$ 46,306
3.0	CIMP Evaluation and Revision (Optional)		\$ -	\$ -	\$ -	\$ 33,373
3.1	Water Quality Analysis Technical Memorandum		\$ -	\$ -	\$ -	\$ 46,306
3.1.1	Draft Water Quality Analysis Technical Memorandum	3.1			\$ -	\$ 34,077
3.1.2	Final Water Quality Analysis Technical Memorandum	3.1			\$ -	\$ 12,229
3.2	CIMP Adaptive Management Letter (Optional)		\$ -	\$ -	\$ -	\$ 4,395
3.2.1	Draft CIMP Adaptive Management Letter	3.2			\$ -	\$ 2,725
3.2.2	Final CIMP Adaptive Management Letter	3.2			\$ -	\$ 1,670
3.3	Revised CIMP (Optional)		\$ -	\$ -	\$ -	\$ 28,978
3.2.1	Draft Revised CIMP	3.3			\$ -	\$ 20,440
3.2.2	Final Revised CIMP	3.3			\$ -	\$ 8,538

Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
<b>4.0</b>	<b>Semi-Annual Data Report and WMP Progress Report</b>		\$ -	\$ -	\$ -	\$ 34,808
<b>4.1</b>	<b>Jul 1 to Dec 31 Semi-Annual Monitoring Report</b>		\$ -	\$ -	\$ -	\$ 5,708
4.1.1	Draft Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1			\$ -	\$ 4,675
4.1.2	Final Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1			\$ -	\$ 1,033
<b>4.2</b>	<b>Jan 1 to Jun 30 Semi-Annual Monitoring Report</b>		\$ -	\$ -	\$ -	\$ 5,708
4.2.1	Draft Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2			\$ -	\$ 4,675
4.2.2	Final Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2			\$ -	\$ 1,033
<b>4.3</b>	<b>Jul 1 to Dec 31 Semi-Annual WMP Progress Report</b>		\$ -	\$ -	\$ -	\$ 11,696
4.3.1	Draft Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3			\$ -	\$ 9,574
4.3.2	Final Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3			\$ -	\$ 2,122
<b>4.4</b>	<b>Jan 1 to Jun 30 Semi-Annual WMP Progress Report</b>		\$ -	\$ -	\$ -	\$ 11,696
4.4.1	Draft Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3			\$ -	\$ 9,574
4.4.2	Final Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3			\$ -	\$ 2,122
<b>5.0</b>	<b>Annual Monitoring and TMDL Reports</b>		\$ -	\$ -	\$ -	\$ 59,573
<b>5.1</b>	<b>Draft Annual Report</b>	5.1			\$ -	\$ 34,062
<b>5.2</b>	<b>Final Annual Report</b>	5.1			\$ -	\$ 6,019
<b>5.3</b>	<b>LSGR and ESGR Exceedance Analysis</b>	5.2			\$ -	\$ 19,492
<b>5.5</b>	<b>Draft Adaptive Management</b>	5.3			\$ -	\$ -
<b>5.6</b>	<b>Final Adaptive Management</b>	5.3			\$ -	\$ -
<b>6.0</b>	<b>Meetings and Communication</b>		\$ -	\$ -	\$ -	\$ 32,462
6.1	Twelve Meetings and Calls without Meeting Materials	6.1			\$ -	\$ 7,499
6.2	Four Meetings and Calls with Meeting Materials	6.2			\$ -	\$ 24,963
	<b>Totals</b>		\$ 157,025	\$ 73,350	\$ 230,375	\$ 864,311
	<b>Totals (Optional)</b>		\$ -	\$ -	\$ -	\$ 724,212



Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring		58	154	217	173	148	180	73	1003	\$ 209,955	\$ -	\$ 209,955
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring (Optional)		17	42	72				5	136	\$ 33,294	\$ -	\$ 33,294
1.1	Autosampler Maintenance and Equipment Calibration	1.1	1	4	8				1	14	\$ 3,312		\$ 3,312
1.2	TMDL Receiving Water and Stormwater Outfall Monitoring		47	112	177	173	148	170	68	895	\$ 184,195	\$ -	\$ 184,195
1.2.1	Wet Weather Monitoring - 1st Event		11	26	46	44	40	46	18	231	\$ 47,127	\$ -	\$ 47,127
1.2.1.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		8	20	34	44	40	40	18	204	\$ 40,950		\$ 40,950
1.2.1.2	SGR Reach 4 Sampling							6		6	\$ 960		\$ 960
1.2.1.3	Post-Event Summary Report	1.2	3	6	12					21	\$ 5,217		\$ 5,217
1.2.2	Wet Weather Monitoring - 2nd Event		11	26	46	40	36	42	17	218	\$ 44,772	\$ -	\$ 44,772
1.2.2.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		8	20	34	40	36	36	17	191	\$ 38,595		\$ 38,595
1.2.2.2	SGR Reach 4 Sampling							6		6	\$ 960		\$ 960
1.2.2.3	Post-Event Summary Report	1.2	3	6	12					21	\$ 5,217		\$ 5,217
1.2.1.3	Wet Weather Monitoring - 3rd Event		11	26	46	40	36	42	17	218	\$ 44,772	\$ -	\$ 44,772
1.2.3.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		8	20	34	40	36	36	17	191	\$ 38,595		\$ 38,595
1.2.3.2	SGR Reach 4 Sampling							6		6	\$ 960		\$ 960
1.2.3.3	Post-Event Summary Report	1.2	3	6	12					21	\$ 5,217		\$ 5,217
1.2.4	Wet Weather Monitoring - 4th Event		2	12	11	17	14	18	6	80	\$ 16,082	\$ -	\$ 16,082
1.2.4.1	Receiving Water Sampling (Excluding Reach 4)		1	8	3	16	14	12	5	59	\$ 11,612		\$ 11,612
1.2.4.2	SGR Reach 4 Sampling							6		6	\$ 960		\$ 960
1.2.4.3	Post-Event Summary Report	1.2	1	4	8	1			1	15	\$ 3,510		\$ 3,510
1.2.5	Non-Event - 1st Event		4	7		16	11	11	4	53	\$ 10,736	\$ -	\$ 10,736
1.2.5.1	Preparation and Mobilization		2	4		16	11	11	4	48	\$ 9,325		\$ 9,325
1.2.5.2	Non-Event Summary Report	1.2	2	3						5	\$ 1,411		\$ 1,411
1.2.6	Non-Event - 2nd Event		4	7		16	11	11	4	53	\$ 10,736	\$ -	\$ 10,736
1.2.6.1	Preparation and Mobilization		2	4		16	11	11	4	48	\$ 9,325		\$ 9,325
1.2.6.2	Non-Event Summary Report	1.2	2	3						5	\$ 1,411		\$ 1,411
1.2.7	Dry Weather Monitoring - 1st Event		2	4	14				1	21	\$ 4,985	\$ -	\$ 4,985
1.2.7.1	SJC and WCW Sampling and SGR Reach 4 Observation		1	2	10				1	14	\$ 3,246		\$ 3,246



Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
1.2.7.2	Post-Event Summary Report	1.2	1	2	4					7	\$ 1,739		\$ 1,739
1.2.8	Dry Weather Monitoring - 2nd Event		2	4	14				1	21	\$ 4,985	\$ -	\$ 4,985
1.2.1.8.1	SJC and WCW Sampling and SGR Reach 4 Observation		1	2	10				1	14	\$ 3,246		\$ 3,246
1.2.1.8.2	Post-Event Summary Report	1.2	1	2	4					7	\$ 1,739		\$ 1,739
1.3	Aquatic Toxicity Monitoring and TIEs		6	30	12					48	\$ 12,384	\$ -	\$ 12,384
1.3.1	Toxicity Monitoring - 1st Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.1.1	Aquatic Toxicity - 1st Site	1.3		1	2					3	\$ 711		\$ 711
1.3.1.2	TIE - 1st Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.2	Toxicity Monitoring - 2nd Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.2.1	Aquatic Toxicity - 2nd Site	1.3		1	2					3	\$ 711		\$ 711
1.3.2.2	TIE - 2nd Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.3	Toxicity Monitoring - 3rd Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.3.1	Aquatic Toxicity - 3rd Site	1.3		1	2					3	\$ 711		\$ 711
1.3.3.2	TIE - 3rd Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.4	Toxicity Monitoring - 4th Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.4.1	Aquatic Toxicity - 4th Site	1.3		1	2					3	\$ 711		\$ 711
1.3.4.2	TIE - 4th Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.5	Toxicity Monitoring - 5th Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.5.1	Aquatic Toxicity - 5th Site	1.3		1	2					3	\$ 711		\$ 711
1.3.5.2	TIE - 5th Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.6	Toxicity Monitoring - 6th Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.6.1	Aquatic Toxicity - 6th Site	1.3		1	2					3	\$ 711		\$ 711
1.3.6.2	TIE - 6th Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.4	Obtain Access Permits	1.4	4	8	20			10	4	46	\$ 10,064		\$ 10,064
1.5	Equipment Malfunction Maintenance (Optional)		8	24	24				2	58	\$ 14,478	\$ -	\$ 14,478
1.5.1	Equipment Malfunction Maintenance - 1st Event		4	12	12				1	29	\$ 7,239	\$ -	\$ 7,239
1.5.1.1	Equipment Malfunction Maintenance with Minor Replacement	1.5	1	2	2					5	\$ 1,287		\$ 1,287
1.5.1.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5	1	4	4					9	\$ 2,257		\$ 2,257





Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
1.5.1.2	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5	2	6	6				1	15	\$ 3,695		\$ 3,695
1.5.2	Equipment Malfunction Maintenance - 2nd Event		4	12	12				1	29	\$ 7,239	\$ -	\$ 7,239
1.5.2.1	Equipment Malfunction Maintenance with Minor Replacement	1.5	1	2	2					5	\$ 1,287		\$ 1,287
1.5.2.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5	1	4	4					9	\$ 2,257		\$ 2,257
1.5.2.3	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5	2	6	6				1	15	\$ 3,695		\$ 3,695
1.6	Install New or Relocated Monitoring Site (Optional)		9	18	48				3	78	\$ 18,816	\$ -	\$ 18,816
1.6.1	Straightforward Installation	1.6	2	4	8				1	15	\$ 3,629		\$ 3,629
1.6.2	Intermediate Installation	1.6	3	6	16						\$ 6,121		\$ 6,121
1.6.3	Complex Installation	1.6	4	8	24				2	38	\$ 9,066		\$ 9,066
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring		26	44	72	20	64	16	12	254	\$ 56,594	\$ -	\$ 56,594
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring (Optional)		12	34	120			32	8	206	\$ 46,058	\$ -	\$ 46,058
2.1	NSW Outfall Screening (Optional)										\$ -	\$ -	\$ -
2.1.1	NSW Outfall Screening - 1st Event	2.1									\$ -		\$ -
2.1.2	NSW Outfall Screening - 2nd Event	2.1									\$ -		\$ -
2.1.2	NSW Outfall Screening - 3rd Event	2.1									\$ -		\$ -
2.2	Identification of Outfalls with Significant NSW Discharge (Optional)	2.2									\$ -		\$ -
2.3	Significant NSW Discharge Source Investigations (Optional)		12	34	120			32	8	206	\$ 46,058	\$ -	\$ 46,058
2.3.1	Draft Significant NSW Discharge Source Investigations Plan and Schedule	2.3	4	8	24				2	38	\$ 9,066		\$ 9,066
2.3.2	Final Significant NSW Discharge Source Investigations Plan and Schedule	2.3	1	2	8					11	\$ 2,643		\$ 2,643
2.3.3	Significant NSW Source Investigations		2	14	56			32	4	108	\$ 22,640		\$ 22,640
2.3.4	Draft NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4	4	8	24				2	38	\$ 9,066		\$ 9,066
2.3.5	Final NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4	1	2	8					11	\$ 2,643		\$ 2,643
2.4	Significant NSW Discharge Outfall Monitoring		6	16	24	8		16	4	74	\$ 16,218	\$ -	\$ 16,218
2.4.1	NSW Outfall Monitoring - 1st Event		3	8	12	4		8	2	37	\$ 8,109	\$ -	\$ 8,109
2.4.1.1	Unaddressed Significant NSW Discharge Monitoring		2	6	8	4		8	1	29	\$ 6,219		\$ 6,219



Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
2.4.1.2	Post-Event Summary Report	2.5	1	2	4				1	8	\$ 1,890		\$ 1,890
2.4.2	NSW Outfall Monitoring - 2nd Event		3	8	12	4		8	2	37	\$ 8,109	\$ -	\$ 8,109
2.4.2.1	Unaddressed Significant NSW Discharge Monitoring		2	6	8	4		8	1	29	\$ 6,219		\$ 6,219
2.4.2.2	Post-Event Summary Report	2.5	1	2	4				1	8	\$ 1,890		\$ 1,890
2.5	Illicit Discharge Notification										\$ -	\$ -	\$ -
2.5.1	NSW Outfall Screening - 1st Event	2.6									\$ -		\$ -
2.5.2	NSW Outfall Screening - 2nd Event	2.6									\$ -		\$ -
2.5.3	NSW Outfall Screening - 3rd Event	2.6									\$ -		\$ -
2.6	Upstream Jurisdiction Notification Letters		8	8	16				1	33	\$ 8,375	\$ -	\$ 8,375
2.6.1	Upstream Jurisdiction Notification Letter - 1st	2.7	4	4	8				1	17	\$ 4,263		\$ 4,263
2.6.2	Upstream Jurisdiction Notification Letter - 2nd	2.7	4	4	8					16	\$ 4,112		\$ 4,112
2.7	Source of Pollutants Notification Letters		8	8	16				2	34	\$ 8,526	\$ -	\$ 8,526
2.7.1	Source of Pollutants Notification Letter - 1st	2.8	4	4	8				1	17	\$ 4,263		\$ 4,263
2.7.2	Source of Pollutants Notification Letter - 2nd	2.8	4	4	8				1	17	\$ 4,263		\$ 4,263
2.8	Update Water Quality Characteristics	2.9	2	8	16	4			1	31	\$ 7,265		\$ 7,265
2.9	Paper-Based Outfall Drainage Maps Digitization	2.9	1	2		4	32		2	41	\$ 8,105		\$ 8,105
2.10	Drainage Area Delineation	2.9	1	2		4	32		2	41	\$ 8,105		\$ 8,105
3.0	CIMP Evaluation and Revision		5	30	72	4	96		9	216	\$ 46,306	\$ -	\$ 46,306
3.0	CIMP Evaluation and Revision (Optional)		12	26	40		66		7	151	\$ 33,373	\$ -	\$ 33,373
3.1	Water Quality Analysis Technical Memorandum		5	30	72	4	96		9	216	\$ 46,306	\$ -	\$ 46,306
3.1.1	Draft Water Quality Analysis Technical Memorandum	3.1	4	24	48	4	72		7	159	\$ 34,077		\$ 34,077
3.1.2	Final Water Quality Analysis Technical Memorandum	3.1	1	6	24		24		2	57	\$ 12,229		\$ 12,229
3.2	CIMP Adaptive Management Letter (Optional)		4	10			2		1	17	\$ 4,395	\$ -	\$ 4,395
3.2.1	Draft CIMP Adaptive Management Letter	3.2	2	6			2		1	11	\$ 2,725		\$ 2,725
3.2.2	Final CIMP Adaptive Management Letter	3.2	2	4						6	\$ 1,670		\$ 1,670
3.3	Revised CIMP (Optional)		8	16	40		64		6	134	\$ 28,978	\$ -	\$ 28,978
3.2.1	Draft Revised CIMP	3.3	4	8	32		48		4	96	\$ 20,440		\$ 20,440
3.2.2	Final Revised CIMP	3.3	4	8	8		16		2	38	\$ 8,538		\$ 8,538





Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
4.0	Semi-Annual Data Report and WMP Progress Report		18	48	20	10	48		6	150	\$ 34,808	\$ -	\$ 34,808
4.1	Jul 1 to Dec 31 Semi-Annual Monitoring Report		3	8		5	8		1	25	\$ 5,708	\$ -	\$ 5,708
4.1.1	Draft Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1	2	6		4	8		1	21	\$ 4,675		\$ 4,675
4.1.2	Final Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1	1	2		1				4	\$ 1,033		\$ 1,033
4.2	Jan 1 to Jun 30 Semi-Annual Monitoring Report		3	8		5	8		1	25	\$ 5,708	\$ -	\$ 5,708
4.2.1	Draft Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2	2	6		4	8		1	21	\$ 4,675		\$ 4,675
4.2.2	Final Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2	1	2		1				4	\$ 1,033		\$ 1,033
4.3	Jul 1 to Dec 31 Semi-Annual WMP Progress Report		6	16	10		16		2	50	\$ 11,696	\$ -	\$ 11,696
4.3.1	Draft Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3	4	12	8		16		2	42	\$ 9,574		\$ 9,574
4.3.2	Final Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3	2	4	2					8	\$ 2,122		\$ 2,122
4.4	Jan 1 to Jun 30 Semi-Annual WMP Progress Report		6	16	10		16		2	50	\$ 11,696	\$ -	\$ 11,696
4.4.1	Draft Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3	4	12	8		16		2	42	\$ 9,574		\$ 9,574
4.4.2	Final Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3	2	4	2					8	\$ 2,122		\$ 2,122
5.0	Annual Monitoring and TMDL Reports		13	59	56	10	112	16	9	275	\$ 59,573	\$ -	\$ 59,573
5.1	Draft Annual Report	5.1	6	30	40	8	60	8	6	158	\$ 34,062		\$ 34,062
5.2	Final Annual Report	5.1	1	5	4	2	12	4	1	29	\$ 6,019		\$ 6,019
5.3	LSGR and ESGR Exceedance Analysis	5.2	6	24	12		40	4	2	88	\$ 19,492		\$ 19,492
5.5	Draft Adaptive Management	5.3									\$ -		\$ -
5.6	Final Adaptive Management	5.3									\$ -		\$ -
6.0	Meetings and Communication		19	50	51				13	133	\$ 32,462	\$ -	\$ 32,462
6.1	Twelve Meetings and Calls without Meeting Materials	6.1	3	18	3				8	32	\$ 7,499		\$ 7,499
6.2	Four Meetings and Calls with Meeting Materials	6.2	16	32	48				5	101	\$ 24,963		\$ 24,963
	Totals		139	385	488	217	468	212	122	2031	\$ 439,698	\$ -	\$ 439,698
	Totals (Optional)		41	102	232		66	32	20	493	\$ 112,725	\$ -	\$ 112,725



Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring		288	96	393	377		1154	\$ 219,188	\$ 3,000	\$ 222,188
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring (Optional)		61	13	403	314		791	\$ 144,538	\$ 95,000	\$ 239,538
1.1	Autosampler Maintenance and Equipment Calibration	1.1	34	6	60	60		160	\$ 29,742	\$ 3,000	\$ 32,742
1.2	TMDL Receiving Water and Stormwater Outfall Monitoring		254	90	333	317		994	\$ 189,446	\$ -	\$ 189,446
1.2.1	Wet Weather Monitoring - 1st Event		70	20	89	77		256	\$ 48,828	\$ -	\$ 48,828
1.2.1.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		60	14	80	74		228	\$ 43,116		\$ 43,116
1.2.1.2	SGR Reach 4 Sampling				3	3		6	\$ 1,068		\$ 1,068
1.2.1.3	Post-Event Summary Report	1.2	10	6	6			22	\$ 4,644		\$ 4,644
1.2.2	Wet Weather Monitoring - 2nd Event		60	20	73	73		226	\$ 43,048	\$ -	\$ 43,048
1.2.2.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		51	14	66	70		201	\$ 37,926		\$ 37,926
1.2.2.2	SGR Reach 4 Sampling				3	3		6	\$ 1,068		\$ 1,068
1.2.2.3	Post-Event Summary Report	1.2	9	6	4			19	\$ 4,054		\$ 4,054
1.2.1.3	Wet Weather Monitoring - 3rd Event		60	20	73	73		226	\$ 43,048	\$ -	\$ 43,048
1.2.3.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		51	14	66	70		201	\$ 37,926		\$ 37,926
1.2.3.2	SGR Reach 4 Sampling				3	3		6	\$ 1,068		\$ 1,068
1.2.3.3	Post-Event Summary Report	1.2	9	6	4			19	\$ 4,054		\$ 4,054
1.2.4	Wet Weather Monitoring - 4th Event		6	10	28	28		72	\$ 13,602	\$ -	\$ 13,602
1.2.4.1	Receiving Water Sampling (Excluding Reach 4)		5	7	22	25		59	\$ 11,028		\$ 11,028
1.2.4.2	SGR Reach 4 Sampling				3	3		6	\$ 1,068		\$ 1,068
1.2.4.3	Post-Event Summary Report	1.2	1	3	3			7	\$ 1,506		\$ 1,506
1.2.5	Non-Event - 1st Event		24	7	21	21		73	\$ 14,059	\$ -	\$ 14,059
1.2.5.1	Preparation and Mobilization		23	6	21	21		71	\$ 13,614		\$ 13,614
1.2.5.2	Non-Event Summary Report	1.2	1	1				2	\$ 445		\$ 445
1.2.6	Non-Event - 2nd Event		24	7	21	21		73	\$ 14,059	\$ -	\$ 14,059
1.2.6.1	Preparation and Mobilization		23	6	21	21		71	\$ 13,614		\$ 13,614
1.2.6.2	Non-Event Summary Report	1.2	1	1				2	\$ 445		\$ 445
1.2.7	Dry Weather Monitoring - 1st Event		5	3	14	12		34	\$ 6,401	\$ -	\$ 6,401
1.2.7.1	SJC and WCW Sampling and SGR Reach 4 Observation		2	2	14	12		30	\$ 5,548		\$ 5,548



Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
1.2.7.2	Post-Event Summary Report	1.2	3	1				4	\$ 853		\$ 853
1.2.8	Dry Weather Monitoring - 2nd Event		5	3	14	12		34	\$ 6,401	\$ -	\$ 6,401
1.2.1.8.1	SJC and WCW Sampling and SGR Reach 4 Observation		2	2	14	12		30	\$ 5,548		\$ 5,548
1.2.1.8.2	Post-Event Summary Report	1.2	3	1				4	\$ 853		\$ 853
1.3	Aquatic Toxicity Monitoring and TIEs								\$ -	\$ -	\$ -
1.3.1	Toxicity Monitoring - 1st Site								\$ -	\$ -	\$ -
1.3.1.1	Aquatic Toxicity - 1st Site	1.3							\$ -		\$ -
1.3.1.2	TIE - 1st Site	1.3							\$ -		\$ -
1.3.2	Toxicity Monitoring - 2nd Site								\$ -	\$ -	\$ -
1.3.2.1	Aquatic Toxicity - 2nd Site	1.3							\$ -		\$ -
1.3.2.2	TIE - 2nd Site	1.3							\$ -		\$ -
1.3.3	Toxicity Monitoring - 3rd Site								\$ -	\$ -	\$ -
1.3.3.1	Aquatic Toxicity - 3rd Site	1.3							\$ -		\$ -
1.3.3.2	TIE - 3rd Site	1.3							\$ -		\$ -
1.3.4	Toxicity Monitoring - 4th Site								\$ -	\$ -	\$ -
1.3.4.1	Aquatic Toxicity - 4th Site	1.3							\$ -		\$ -
1.3.4.2	TIE - 4th Site	1.3							\$ -		\$ -
1.3.5	Toxicity Monitoring - 5th Site								\$ -	\$ -	\$ -
1.3.5.1	Aquatic Toxicity - 5th Site	1.3							\$ -		\$ -
1.3.5.2	TIE - 5th Site	1.3							\$ -		\$ -
1.3.6	Toxicity Monitoring - 6th Site								\$ -	\$ -	\$ -
1.3.6.1	Aquatic Toxicity - 6th Site	1.3							\$ -		\$ -
1.3.6.2	TIE - 6th Site	1.3							\$ -		\$ -
1.4	Obtain Access Permits	1.4							\$ -		\$ -
1.5	Equipment Malfunction Maintenance (Optional)		30		170	170		370	\$ 66,640	\$ 95,000	\$ 161,640
1.5.1	Equipment Malfunction Maintenance - 1st Event		15		85	85		185	\$ 33,320	\$ 47,500	\$ 80,820
1.5.1.1	Equipment Malfunction Maintenance with Minor Replacement	1.5	5		10	10		25	\$ 4,580	\$ 2,500	\$ 7,080
1.5.1.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5	5		25	25		55	\$ 9,920	\$ 10,000	\$ 19,920



Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
1.5.1.2	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5	5		50	50		105	\$ 18,820	\$ 35,000	\$ 53,820
1.5.2	Equipment Malfunction Maintenance - 2nd Event		15		85	85		185	\$ 33,320	\$ 47,500	\$ 80,820
1.5.2.1	Equipment Malfunction Maintenance with Minor Replacement	1.5	5		10	10		25	\$ 4,580	\$ 2,500	\$ 7,080
1.5.2.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5	5		25	25		55	\$ 9,920	\$ 10,000	\$ 19,920
1.5.2.3	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5	5		50	50		105	\$ 18,820	\$ 35,000	\$ 53,820
1.6	Install New or Relocated Monitoring Site (Optional)		31	13	233	144		421	\$ 77,898	\$ -	\$ 77,898
1.6.1	Straightforward Installation	1.6	9	3	60	36		108	\$ 20,007		\$ 20,007
1.6.2	Intermediate Installation	1.6	10	4	78	48		140	\$ 25,882		\$ 25,882
1.6.3	Complex Installation	1.6	12	6	95	60		173	\$ 32,009		\$ 32,009
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring								\$ -	\$ -	\$ -
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring (Optional)								\$ -	\$ -	\$ -
2.1	NSW Outfall Screening (Optional)								\$ -	\$ -	\$ -
2.1.1	NSW Outfall Screening - 1st Event	2.1							\$ -		\$ -
2.1.2	NSW Outfall Screening - 2nd Event	2.1							\$ -		\$ -
2.1.2	NSW Outfall Screening - 3rd Event	2.1							\$ -		\$ -
2.2	Identification of Outfalls with Significant NSW Discharge (Optional)	2.2							\$ -		\$ -
2.3	Significant NSW Discharge Source Investigations (Optional)								\$ -	\$ -	\$ -
2.3.1	Draft Significant NSW Discharge Source Investigations Plan and Schedule	2.3							\$ -		\$ -
2.3.2	Final Significant NSW Discharge Source Investigations Plan and Schedule	2.3							\$ -		\$ -
2.3.3	Significant NSW Source Investigations								\$ -		\$ -
2.3.4	Draft NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4							\$ -		\$ -
2.3.5	Final NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4							\$ -		\$ -
2.4	Significant NSW Discharge Outfall Monitoring								\$ -	\$ -	\$ -
2.4.1	NSW Outfall Monitoring - 1st Event								\$ -	\$ -	\$ -
2.4.1.1	Unaddressed Significant NSW Discharge Monitoring								\$ -		\$ -



Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
2.4.1.2	Post-Event Summary Report	2.5							\$ -		\$ -
2.4.2	NSW Outfall Monitoring - 2nd Event								\$ -	\$ -	\$ -
2.4.2.1	Unaddressed Significant NSW Discharge Monitoring								\$ -		\$ -
2.4.2.2	Post-Event Summary Report	2.5							\$ -		\$ -
2.5	Illicit Discharge Notification								\$ -	\$ -	\$ -
2.5.1	NSW Outfall Screening - 1st Event	2.6							\$ -		\$ -
2.5.2	NSW Outfall Screening - 2nd Event	2.6							\$ -		\$ -
2.5.3	NSW Outfall Screening - 3rd Event	2.6							\$ -		\$ -
2.6	Upstream Jurisdiction Notification Letters								\$ -	\$ -	\$ -
2.6.1	Upstream Jurisdiction Notification Letter - 1st	2.7							\$ -		\$ -
2.6.2	Upstream Jurisdiction Notification Letter - 2nd	2.7							\$ -		\$ -
2.7	Source of Pollutants Notification Letters								\$ -	\$ -	\$ -
2.7.1	Source of Pollutants Notification Letter - 1st	2.8							\$ -		\$ -
2.7.2	Source of Pollutants Notification Letter - 2nd	2.8							\$ -		\$ -
2.8	Update Water Quality Characteristics	2.9							\$ -		\$ -
2.9	Paper-Based Outfall Drainage Maps Digitization	2.9							\$ -		\$ -
2.10	Drainage Area Delineation	2.9							\$ -		\$ -
3.0	CIMP Evaluation and Revision								\$ -	\$ -	\$ -
3.0	CIMP Evaluation and Revision (Optional)								\$ -	\$ -	\$ -
3.1	Water Quality Analysis Technical Memorandum								\$ -	\$ -	\$ -
3.1.1	Draft Water Quality Analysis Technical Memorandum	3.1							\$ -		\$ -
3.1.2	Final Water Quality Analysis Technical Memorandum	3.1							\$ -		\$ -
3.2	CIMP Adaptive Management Letter (Optional)								\$ -	\$ -	\$ -
3.2.1	Draft CIMP Adaptive Management Letter	3.2							\$ -		\$ -
3.2.2	Final CIMP Adaptive Management Letter	3.2							\$ -		\$ -
3.3	Revised CIMP (Optional)								\$ -	\$ -	\$ -
3.2.1	Draft Revised CIMP	3.3							\$ -		\$ -
3.2.2	Final Revised CIMP	3.3							\$ -		\$ -



Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
4.0	Semi-Annual Data Report and WMP Progress Report								\$ -	\$ -	\$ -
4.1	Jul 1 to Dec 31 Semi-Annual Monitoring Report								\$ -	\$ -	\$ -
4.1.1	Draft Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1							\$ -		\$ -
4.1.2	Final Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1							\$ -		\$ -
4.2	Jan 1 to Jun 30 Semi-Annual Monitoring Report								\$ -	\$ -	\$ -
4.2.1	Draft Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2							\$ -		\$ -
4.2.2	Final Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2							\$ -		\$ -
4.3	Jul 1 to Dec 31 Semi-Annual WMP Progress Report								\$ -	\$ -	\$ -
4.3.1	Draft Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3							\$ -		\$ -
4.3.2	Final Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3							\$ -		\$ -
4.4	Jan 1 to Jun 30 Semi-Annual WMP Progress Report								\$ -	\$ -	\$ -
4.4.1	Draft Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3							\$ -		\$ -
4.4.2	Final Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3							\$ -		\$ -
5.0	Annual Monitoring and TMDL Reports								\$ -	\$ -	\$ -
5.1	Draft Annual Report	5.1							\$ -		\$ -
5.2	Final Annual Report	5.1							\$ -		\$ -
5.3	LSGR and ESGR Exceedance Analysis	5.2							\$ -		\$ -
5.5	Draft Adaptive Management	5.3							\$ -		\$ -
5.6	Final Adaptive Management	5.3							\$ -		\$ -
6.0	Meetings and Communication								\$ -	\$ -	\$ -
6.1	Twelve Meetings and Calls without Meeting Materials	6.1							\$ -		\$ -
6.2	Four Meetings and Calls with Meeting Materials	6.2							\$ -		\$ -
	Totals		288	96	393	377		1154	\$ 219,188	\$ 3,000	\$ 222,188
	Totals (Optional)		61	13	403	314		791	\$ 144,538	\$ 95,000	\$ 239,538



Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring		\$ 127,735	\$ 73,350	\$ 201,085	\$ 633,228
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring (Optional)		\$ -	\$ -	\$ -	\$ 272,832
1.1	Autosampler Maintenance and Equipment Calibration	1.1	\$ 21,478		\$ 21,478	\$ 57,532
1.2	TMDL Receiving Water and Stormwater Outfall Monitoring		\$ 106,257	\$ -	\$ 106,257	\$ 479,898
1.2.1	Wet Weather Monitoring - 1st Event		\$ 25,838	\$ -	\$ 25,838	\$ 121,793
1.2.1.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		\$ 22,686		\$ 22,686	\$ 106,752
1.2.1.2	SGR Reach 4 Sampling		\$ 3,153		\$ 3,153	\$ 5,181
1.2.1.3	Post-Event Summary Report	1.2			\$ -	\$ 9,861
1.2.2	Wet Weather Monitoring - 2nd Event		\$ 25,838	\$ -	\$ 25,838	\$ 113,658
1.2.2.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		\$ 22,686		\$ 22,686	\$ 99,207
1.2.2.2	SGR Reach 4 Sampling		\$ 3,153		\$ 3,153	\$ 5,181
1.2.2.3	Post-Event Summary Report	1.2			\$ -	\$ 9,271
1.2.1.3	Wet Weather Monitoring - 3rd Event		\$ 25,838	\$ -	\$ 25,838	\$ 113,658
1.2.3.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		\$ 22,686		\$ 22,686	\$ 99,207
1.2.3.2	SGR Reach 4 Sampling		\$ 3,153		\$ 3,153	\$ 5,181
1.2.3.3	Post-Event Summary Report	1.2			\$ -	\$ 9,271
1.2.4	Wet Weather Monitoring - 4th Event		\$ 11,035	\$ -	\$ 11,035	\$ 40,719
1.2.4.1	Receiving Water Sampling (Excluding Reach 4)		\$ 7,882		\$ 7,882	\$ 30,522
1.2.4.2	SGR Reach 4 Sampling		\$ 3,153		\$ 3,153	\$ 5,181
1.2.4.3	Post-Event Summary Report	1.2			\$ -	\$ 5,016
1.2.5	Non-Event - 1st Event		\$ -	\$ -	\$ -	\$ 24,795
1.2.5.1	Preparation and Mobilization				\$ -	\$ 22,939
1.2.5.2	Non-Event Summary Report	1.2			\$ -	\$ 1,856
1.2.6	Non-Event - 2nd Event		\$ -	\$ -	\$ -	\$ 24,795
1.2.6.1	Preparation and Mobilization				\$ -	\$ 22,939
1.2.6.2	Non-Event Summary Report	1.2			\$ -	\$ 1,856
1.2.7	Dry Weather Monitoring - 1st Event		\$ 8,854	\$ -	\$ 8,854	\$ 20,240
1.2.7.1	SJC and WCW Sampling and SGR Reach 4 Observation		\$ 8,854		\$ 8,854	\$ 17,648



Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
1.2.7.2	Post-Event Summary Report	1.2			\$ -	\$ 2,592
1.2.8	Dry Weather Monitoring - 2nd Event		\$ 8,854	\$ -	\$ 8,854	\$ 20,240
1.2.1.8.1	SJC and WCW Sampling and SGR Reach 4 Observation		\$ 8,854		\$ 8,854	\$ 17,648
1.2.1.8.2	Post-Event Summary Report	1.2			\$ -	\$ 2,592
1.3	Aquatic Toxicity Monitoring and TIEs		\$ -	\$ 73,350	\$ 73,350	\$ 85,734
1.3.1	Toxicity Monitoring - 1st Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.1.1	Aquatic Toxicity - 1st Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.1.2	TIE - 1st Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.2	Toxicity Monitoring - 2nd Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.2.1	Aquatic Toxicity - 2nd Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.2.2	TIE - 2nd Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.3	Toxicity Monitoring - 3rd Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.3.1	Aquatic Toxicity - 3rd Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.3.2	TIE - 3rd Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.4	Toxicity Monitoring - 4th Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.4.1	Aquatic Toxicity - 4th Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.4.2	TIE - 4th Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.5	Toxicity Monitoring - 5th Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.5.1	Aquatic Toxicity - 5th Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.5.2	TIE - 5th Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.6	Toxicity Monitoring - 6th Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.6.1	Aquatic Toxicity - 6th Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.6.2	TIE - 6th Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.4	Obtain Access Permits	1.4			\$ -	\$ 10,064
1.5	Equipment Malfunction Maintenance (Optional)		\$ -	\$ -	\$ -	\$ 176,118
1.5.1	Equipment Malfunction Maintenance - 1st Event		\$ -	\$ -	\$ -	\$ 88,059
1.5.1.1	Equipment Malfunction Maintenance with Minor Replacement	1.5			\$ -	\$ 8,367
1.5.1.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5			\$ -	\$ 22,177





Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
1.5.1.2	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5			\$ -	\$ 57,515
1.5.2	Equipment Malfunction Maintenance - 2nd Event		\$ -	\$ -	\$ -	\$ 88,059
1.5.2.1	Equipment Malfunction Maintenance with Minor Replacement	1.5			\$ -	\$ 8,367
1.5.2.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5			\$ -	\$ 22,177
1.5.2.3	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5			\$ -	\$ 57,515
1.6	Install New or Relocated Monitoring Site (Optional)		\$ -	\$ -	\$ -	\$ 96,714
1.6.1	Straightforward Installation	1.6			\$ -	\$ 23,636
1.6.2	Intermediate Installation	1.6			\$ -	\$ 32,003
1.6.3	Complex Installation	1.6			\$ -	\$ 41,075
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring		\$ 29,290	\$ -	\$ 29,290	\$ 85,884
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring (Optional)		\$ -	\$ -	\$ -	\$ 46,058
2.1	NSW Outfall Screening (Optional)		\$ -	\$ -	\$ -	\$ -
2.1.1	NSW Outfall Screening - 1st Event	2.1			\$ -	\$ -
2.1.2	NSW Outfall Screening - 2nd Event	2.1			\$ -	\$ -
2.1.2	NSW Outfall Screening - 3rd Event	2.1			\$ -	\$ -
2.2	Identification of Outfalls with Significant NSW Discharge (Optional)	2.2			\$ -	\$ -
2.3	Significant NSW Discharge Source Investigations (Optional)		\$ -	\$ -	\$ -	\$ 46,058
2.3.1	Draft Significant NSW Discharge Source Investigations Plan and Schedule	2.3			\$ -	\$ 9,066
2.3.2	Final Significant NSW Discharge Source Investigations Plan and Schedule	2.3			\$ -	\$ 2,643
2.3.3	Significant NSW Source Investigations				\$ -	\$ 22,640
2.3.4	Draft NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4			\$ -	\$ 9,066
2.3.5	Final NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4			\$ -	\$ 2,643
2.4	Significant NSW Discharge Outfall Monitoring		\$ 29,290	\$ -	\$ 29,290	\$ 45,508
2.4.1	NSW Outfall Monitoring - 1st Event		\$ 14,645	\$ -	\$ 14,645	\$ 22,754
2.4.1.1	Unaddressed Significant NSW Discharge Monitoring		\$ 14,645		\$ 14,645	\$ 20,864



Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
2.4.1.2	Post-Event Summary Report	2.5			\$ -	\$ 1,890
2.4.2	NSW Outfall Monitoring - 2nd Event		\$ 14,645	\$ -	\$ 14,645	\$ 22,754
2.4.2.1	Unaddressed Significant NSW Discharge Monitoring		\$ 14,645		\$ 14,645	\$ 20,864
2.4.2.2	Post-Event Summary Report	2.5			\$ -	\$ 1,890
2.5	Illicit Discharge Notification		\$ -	\$ -	\$ -	\$ -
2.5.1	NSW Outfall Screening - 1st Event	2.6			\$ -	\$ -
2.5.2	NSW Outfall Screening - 2nd Event	2.6			\$ -	\$ -
2.5.3	NSW Outfall Screening - 3rd Event	2.6			\$ -	\$ -
2.6	Upstream Jurisdiction Notification Letters		\$ -	\$ -	\$ -	\$ 8,375
2.6.1	Upstream Jurisdiction Notification Letter - 1st	2.7			\$ -	\$ 4,263
2.6.2	Upstream Jurisdiction Notification Letter - 2nd	2.7			\$ -	\$ 4,112
2.7	Source of Pollutants Notification Letters		\$ -	\$ -	\$ -	\$ 8,526
2.7.1	Source of Pollutants Notification Letter - 1st	2.8			\$ -	\$ 4,263
2.7.2	Source of Pollutants Notification Letter - 2nd	2.8			\$ -	\$ 4,263
2.8	Update Water Quality Characteristics	2.9			\$ -	\$ 7,265
2.9	Paper-Based Outfall Drainage Maps Digitization	2.9			\$ -	\$ 8,105
2.10	Drainage Area Delineation	2.9			\$ -	\$ 8,105
3.0	CIMP Evaluation and Revision		\$ -	\$ -	\$ -	\$ 46,306
3.0	CIMP Evaluation and Revision (Optional)		\$ -	\$ -	\$ -	\$ 33,373
3.1	Water Quality Analysis Technical Memorandum		\$ -	\$ -	\$ -	\$ 46,306
3.1.1	Draft Water Quality Analysis Technical Memorandum	3.1			\$ -	\$ 34,077
3.1.2	Final Water Quality Analysis Technical Memorandum	3.1			\$ -	\$ 12,229
3.2	CIMP Adaptive Management Letter (Optional)		\$ -	\$ -	\$ -	\$ 4,395
3.2.1	Draft CIMP Adaptive Management Letter	3.2			\$ -	\$ 2,725
3.2.2	Final CIMP Adaptive Management Letter	3.2			\$ -	\$ 1,670
3.3	Revised CIMP (Optional)		\$ -	\$ -	\$ -	\$ 28,978
3.2.1	Draft Revised CIMP	3.3			\$ -	\$ 20,440
3.2.2	Final Revised CIMP	3.3			\$ -	\$ 8,538



Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
4.0	Semi-Annual Data Report and WMP Progress Report		\$ -	\$ -	\$ -	\$ 34,808
4.1	Jul 1 to Dec 31 Semi-Annual Monitoring Report		\$ -	\$ -	\$ -	\$ 5,708
4.1.1	Draft Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1			\$ -	\$ 4,675
4.1.2	Final Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1			\$ -	\$ 1,033
4.2	Jan 1 to Jun 30 Semi-Annual Monitoring Report		\$ -	\$ -	\$ -	\$ 5,708
4.2.1	Draft Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2			\$ -	\$ 4,675
4.2.2	Final Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2			\$ -	\$ 1,033
4.3	Jul 1 to Dec 31 Semi-Annual WMP Progress Report		\$ -	\$ -	\$ -	\$ 11,696
4.3.1	Draft Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3			\$ -	\$ 9,574
4.3.2	Final Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3			\$ -	\$ 2,122
4.4	Jan 1 to Jun 30 Semi-Annual WMP Progress Report		\$ -	\$ -	\$ -	\$ 11,696
4.4.1	Draft Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3			\$ -	\$ 9,574
4.4.2	Final Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3			\$ -	\$ 2,122
5.0	Annual Monitoring and TMDL Reports		\$ -	\$ -	\$ -	\$ 59,573
5.1	Draft Annual Report	5.1			\$ -	\$ 34,062
5.2	Final Annual Report	5.1			\$ -	\$ 6,019
5.3	LSGR and ESGR Exceedance Analysis	5.2			\$ -	\$ 19,492
5.5	Draft Adaptive Management	5.3			\$ -	\$ -
5.6	Final Adaptive Management	5.3			\$ -	\$ -
6.0	Meetings and Communication		\$ -	\$ -	\$ -	\$ 32,462
6.1	Twelve Meetings and Calls without Meeting Materials	6.1			\$ -	\$ 7,499
6.2	Four Meetings and Calls with Meeting Materials	6.2			\$ -	\$ 24,963
	Totals		\$ 157,025	\$ 73,350	\$ 230,375	\$ 892,261
	Totals (Optional)		\$ -	\$ -	\$ -	\$ 352,263



Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring		58	154	217	173	148	180	73	1003	\$ 209,955	\$ -	\$ 209,955
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring (Optional)		17	42	72				5	136	\$ 33,294	\$ -	\$ 33,294
1.1	Autosampler Maintenance and Equipment Calibration	1.1	1	4	8				1	14	\$ 3,312		\$ 3,312
1.2	TMDL Receiving Water and Stormwater Outfall Monitoring		47	112	177	173	148	170	68	895	\$ 184,195	\$ -	\$ 184,195
1.2.1	Wet Weather Monitoring - 1st Event		11	26	46	44	40	46	18	231	\$ 47,127	\$ -	\$ 47,127
1.2.1.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		8	20	34	44	40	40	18	204	\$ 40,950		\$ 40,950
1.2.1.2	SGR Reach 4 Sampling							6		6	\$ 960		\$ 960
1.2.1.3	Post-Event Summary Report	1.2	3	6	12					21	\$ 5,217		\$ 5,217
1.2.2	Wet Weather Monitoring - 2nd Event		11	26	46	40	36	42	17	218	\$ 44,772	\$ -	\$ 44,772
1.2.2.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		8	20	34	40	36	36	17	191	\$ 38,595		\$ 38,595
1.2.2.2	SGR Reach 4 Sampling							6		6	\$ 960		\$ 960
1.2.2.3	Post-Event Summary Report	1.2	3	6	12					21	\$ 5,217		\$ 5,217
1.2.1.3	Wet Weather Monitoring - 3rd Event		11	26	46	40	36	42	17	218	\$ 44,772	\$ -	\$ 44,772
1.2.3.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		8	20	34	40	36	36	17	191	\$ 38,595		\$ 38,595
1.2.3.2	SGR Reach 4 Sampling							6		6	\$ 960		\$ 960
1.2.3.3	Post-Event Summary Report	1.2	3	6	12					21	\$ 5,217		\$ 5,217
1.2.4	Wet Weather Monitoring - 4th Event		2	12	11	17	14	18	6	80	\$ 16,082	\$ -	\$ 16,082
1.2.4.1	Receiving Water Sampling (Excluding Reach 4)		1	8	3	16	14	12	5	59	\$ 11,612		\$ 11,612
1.2.4.2	SGR Reach 4 Sampling							6		6	\$ 960		\$ 960
1.2.4.3	Post-Event Summary Report	1.2	1	4	8	1			1	15	\$ 3,510		\$ 3,510
1.2.5	Non-Event - 1st Event		4	7		16	11	11	4	53	\$ 10,736	\$ -	\$ 10,736
1.2.5.1	Preparation and Mobilization		2	4		16	11	11	4	48	\$ 9,325		\$ 9,325
1.2.5.2	Non-Event Summary Report	1.2	2	3						5	\$ 1,411		\$ 1,411
1.2.6	Non-Event - 2nd Event		4	7		16	11	11	4	53	\$ 10,736	\$ -	\$ 10,736
1.2.6.1	Preparation and Mobilization		2	4		16	11	11	4	48	\$ 9,325		\$ 9,325
1.2.6.2	Non-Event Summary Report	1.2	2	3						5	\$ 1,411		\$ 1,411
1.2.7	Dry Weather Monitoring - 1st Event		2	4	14				1	21	\$ 4,985	\$ -	\$ 4,985
1.2.7.1	SJC and WCW Sampling and SGR Reach 4 Observation		1	2	10				1	14	\$ 3,246		\$ 3,246



Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
1.2.7.2	Post-Event Summary Report	1.2	1	2	4					7	\$ 1,739		\$ 1,739
1.2.8	Dry Weather Monitoring - 2nd Event		2	4	14				1	21	\$ 4,985	\$ -	\$ 4,985
1.2.1.8.1	SJC and WCW Sampling and SGR Reach 4 Observation		1	2	10				1	14	\$ 3,246		\$ 3,246
1.2.1.8.2	Post-Event Summary Report	1.2	1	2	4					7	\$ 1,739		\$ 1,739
1.3	Aquatic Toxicity Monitoring and TIEs		6	30	12					48	\$ 12,384	\$ -	\$ 12,384
1.3.1	Toxicity Monitoring - 1st Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.1.1	Aquatic Toxicity - 1st Site	1.3		1	2					3	\$ 711		\$ 711
1.3.1.2	TIE - 1st Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.2	Toxicity Monitoring - 2nd Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.2.1	Aquatic Toxicity - 2nd Site	1.3		1	2					3	\$ 711		\$ 711
1.3.2.2	TIE - 2nd Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.3	Toxicity Monitoring - 3rd Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.3.1	Aquatic Toxicity - 3rd Site	1.3		1	2					3	\$ 711		\$ 711
1.3.3.2	TIE - 3rd Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.4	Toxicity Monitoring - 4th Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.4.1	Aquatic Toxicity - 4th Site	1.3		1	2					3	\$ 711		\$ 711
1.3.4.2	TIE - 4th Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.5	Toxicity Monitoring - 5th Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.5.1	Aquatic Toxicity - 5th Site	1.3		1	2					3	\$ 711		\$ 711
1.3.5.2	TIE - 5th Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.6	Toxicity Monitoring - 6th Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.6.1	Aquatic Toxicity - 6th Site	1.3		1	2					3	\$ 711		\$ 711
1.3.6.2	TIE - 6th Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.4	Obtain Access Permits	1.4	4	8	20			10	4	46	\$ 10,064		\$ 10,064
1.5	Equipment Malfunction Maintenance (Optional)		8	24	24				2	58	\$ 14,478	\$ -	\$ 14,478
1.5.1	Equipment Malfunction Maintenance - 1st Event		4	12	12				1	29	\$ 7,239	\$ -	\$ 7,239
1.5.1.1	Equipment Malfunction Maintenance with Minor Replacement	1.5	1	2	2					5	\$ 1,287		\$ 1,287
1.5.1.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5	1	4	4					9	\$ 2,257		\$ 2,257



Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
1.5.1.2	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5	2	6	6				1	15	\$ 3,695		\$ 3,695
1.5.2	Equipment Malfunction Maintenance - 2nd Event		4	12	12				1	29	\$ 7,239	\$ -	\$ 7,239
1.5.2.1	Equipment Malfunction Maintenance with Minor Replacement	1.5	1	2	2					5	\$ 1,287		\$ 1,287
1.5.2.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5	1	4	4					9	\$ 2,257		\$ 2,257
1.5.2.3	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5	2	6	6				1	15	\$ 3,695		\$ 3,695
1.6	Install New or Relocated Monitoring Site (Optional)		9	18	48				3	78	\$ 18,816	\$ -	\$ 18,816
1.6.1	Straightforward Installation	1.6	2	4	8				1	15	\$ 3,629		\$ 3,629
1.6.2	Intermediate Installation	1.6	3	6	16						\$ 6,121		\$ 6,121
1.6.3	Complex Installation	1.6	4	8	24				2	38	\$ 9,066		\$ 9,066
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring		8	24	40	12		16	5	105	\$ 23,483	\$ -	\$ 23,483
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring (Optional)										\$ -	\$ -	\$ -
2.1	NSW Outfall Screening (Optional)										\$ -	\$ -	\$ -
2.1.1	NSW Outfall Screening - 1st Event	2.1									\$ -		\$ -
2.1.2	NSW Outfall Screening - 2nd Event	2.1									\$ -		\$ -
2.1.2	NSW Outfall Screening - 3rd Event	2.1									\$ -		\$ -
2.2	Identification of Outfalls with Significant NSW Discharge (Optional)	2.2									\$ -		\$ -
2.3	Significant NSW Discharge Source Investigations (Optional)										\$ -	\$ -	\$ -
2.3.1	Draft Significant NSW Discharge Source Investigations Plan and Schedule	2.3									\$ -		\$ -
2.3.2	Final Significant NSW Discharge Source Investigations Plan and Schedule	2.3									\$ -		\$ -
2.3.3	Significant NSW Source Investigations										\$ -		\$ -
2.3.4	Draft NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4									\$ -		\$ -
2.3.5	Final NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4									\$ -		\$ -
2.4	Significant NSW Discharge Outfall Monitoring		6	16	24	8		16	4	74	\$ 16,218	\$ -	\$ 16,218
2.4.1	NSW Outfall Monitoring - 1st Event		3	8	12	4		8	2	37	\$ 8,109	\$ -	\$ 8,109
2.4.1.1	Unaddressed Significant NSW Discharge Monitoring		2	6	8	4		8	1	29	\$ 6,219		\$ 6,219





Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
2.4.1.2	Post-Event Summary Report	2.5	1	2	4				1	8	\$ 1,890		\$ 1,890
2.4.2	NSW Outfall Monitoring - 2nd Event		3	8	12	4		8	2	37	\$ 8,109	\$ -	\$ 8,109
2.4.2.1	Unaddressed Significant NSW Discharge Monitoring		2	6	8	4		8	1	29	\$ 6,219		\$ 6,219
2.4.2.2	Post-Event Summary Report	2.5	1	2	4				1	8	\$ 1,890		\$ 1,890
2.5	Illicit Discharge Notification										\$ -	\$ -	\$ -
2.5.1	NSW Outfall Screening - 1st Event	2.6									\$ -		\$ -
2.5.2	NSW Outfall Screening - 2nd Event	2.6									\$ -		\$ -
2.5.3	NSW Outfall Screening - 3rd Event	2.6									\$ -		\$ -
2.6	Upstream Jurisdiction Notification Letters										\$ -	\$ -	\$ -
2.6.1	Upstream Jurisdiction Notification Letter - 1st	2.7									\$ -		\$ -
2.6.2	Upstream Jurisdiction Notification Letter - 2nd	2.7									\$ -		\$ -
2.7	Source of Pollutants Notification Letters										\$ -	\$ -	\$ -
2.7.1	Source of Pollutants Notification Letter - 1st	2.8									\$ -		\$ -
2.7.2	Source of Pollutants Notification Letter - 2nd	2.8									\$ -		\$ -
2.8	Update Water Quality Characteristics	2.9	2	8	16	4			1	31	\$ 7,265		\$ 7,265
2.9	Paper-Based Outfall Drainage Maps Digitization	2.9									\$ -		\$ -
2.10	Drainage Area Delineation	2.9									\$ -		\$ -
3.0	CIMP Evaluation and Revision		5	30	72	4	96		9	216	\$ 46,306	\$ -	\$ 46,306
3.0	CIMP Evaluation and Revision (Optional)		12	26	40		66		7	151	\$ 33,373	\$ -	\$ 33,373
3.1	Water Quality Analysis Technical Memorandum		5	30	72	4	96		9	216	\$ 46,306	\$ -	\$ 46,306
3.1.1	Draft Water Quality Analysis Technical Memorandum	3.1	4	24	48	4	72		7	159	\$ 34,077		\$ 34,077
3.1.2	Final Water Quality Analysis Technical Memorandum	3.1	1	6	24		24		2	57	\$ 12,229		\$ 12,229
3.2	CIMP Adaptive Management Letter (Optional)		4	10			2		1	17	\$ 4,395	\$ -	\$ 4,395
3.2.1	Draft CIMP Adaptive Management Letter	3.2	2	6			2		1	11	\$ 2,725		\$ 2,725
3.2.2	Final CIMP Adaptive Management Letter	3.2	2	4						6	\$ 1,670		\$ 1,670
3.3	Revised CIMP (Optional)		8	16	40		64		6	134	\$ 28,978	\$ -	\$ 28,978
3.2.1	Draft Revised CIMP	3.3	4	8	32		48		4	96	\$ 20,440		\$ 20,440
3.2.2	Final Revised CIMP	3.3	4	8	8		16		2	38	\$ 8,538		\$ 8,538



Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
4.0	Semi-Annual Data Report and WMP Progress Report		18	48	20	10	48		6	150	\$ 34,808	\$ -	\$ 34,808
4.1	Jul 1 to Dec 31 Semi-Annual Monitoring Report		3	8		5	8		1	25	\$ 5,708	\$ -	\$ 5,708
4.1.1	Draft Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1	2	6		4	8		1	21	\$ 4,675		\$ 4,675
4.1.2	Final Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1	1	2		1				4	\$ 1,033		\$ 1,033
4.2	Jan 1 to Jun 30 Semi-Annual Monitoring Report		3	8		5	8		1	25	\$ 5,708	\$ -	\$ 5,708
4.2.1	Draft Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2	2	6		4	8		1	21	\$ 4,675		\$ 4,675
4.2.2	Final Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2	1	2		1				4	\$ 1,033		\$ 1,033
4.3	Jul 1 to Dec 31 Semi-Annual WMP Progress Report		6	16	10		16		2	50	\$ 11,696	\$ -	\$ 11,696
4.3.1	Draft Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3	4	12	8		16		2	42	\$ 9,574		\$ 9,574
4.3.2	Final Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3	2	4	2					8	\$ 2,122		\$ 2,122
4.4	Jan 1 to Jun 30 Semi-Annual WMP Progress Report		6	16	10		16		2	50	\$ 11,696	\$ -	\$ 11,696
4.4.1	Draft Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3	4	12	8		16		2	42	\$ 9,574		\$ 9,574
4.4.2	Final Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3	2	4	2					8	\$ 2,122		\$ 2,122
5.0	Annual Monitoring and TMDL Reports		25	135	108	22	256	34	9	589	\$ 127,861	\$ -	\$ 127,861
5.1	Draft Annual Report	5.1	6	30	40	8	60	8	6	158	\$ 34,062		\$ 34,062
5.2	Final Annual Report	5.1	1	5	4	2	12	4	1	29	\$ 6,019		\$ 6,019
5.3	LSGR and ESGR Exceedance Analysis	5.2	6	24	12		40	4	2	88	\$ 19,492		\$ 19,492
5.5	Draft Adaptive Management	5.3	8	60	40	8	120	12		248	\$ 53,780		\$ 53,780
5.6	Final Adaptive Management	5.3	4	16	12	4	24	6		66	\$ 14,508		\$ 14,508
6.0	Meetings and Communication		19	50	51				13	133	\$ 32,462	\$ -	\$ 32,462
6.1	Twelve Meetings and Calls without Meeting Materials	6.1	3	18	3				8	32	\$ 7,499		\$ 7,499
6.2	Four Meetings and Calls with Meeting Materials	6.2	16	32	48				5	101	\$ 24,963		\$ 24,963
	Totals		133	441	508	221	548	230	115	2196	\$ 474,875	\$ -	\$ 474,875
	Totals (Optional)		29	68	112		66		12	287	\$ 66,667	\$ -	\$ 66,667



Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring		288	96	393	377		1154	\$ 219,188	\$ 3,000	\$ 222,188
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring (Optional)		61	13	403	314		791	\$ 144,538	\$ 95,000	\$ 239,538
1.1	Autosampler Maintenance and Equipment Calibration	1.1	34	6	60	60		160	\$ 29,742	\$ 3,000	\$ 32,742
1.2	TMDL Receiving Water and Stormwater Outfall Monitoring		254	90	333	317		994	\$ 189,446	\$ -	\$ 189,446
1.2.1	Wet Weather Monitoring - 1st Event		70	20	89	77		256	\$ 48,828	\$ -	\$ 48,828
1.2.1.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		60	14	80	74		228	\$ 43,116		\$ 43,116
1.2.1.2	SGR Reach 4 Sampling				3	3		6	\$ 1,068		\$ 1,068
1.2.1.3	Post-Event Summary Report	1.2	10	6	6			22	\$ 4,644		\$ 4,644
1.2.2	Wet Weather Monitoring - 2nd Event		60	20	73	73		226	\$ 43,048	\$ -	\$ 43,048
1.2.2.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		51	14	66	70		201	\$ 37,926		\$ 37,926
1.2.2.2	SGR Reach 4 Sampling				3	3		6	\$ 1,068		\$ 1,068
1.2.2.3	Post-Event Summary Report	1.2	9	6	4			19	\$ 4,054		\$ 4,054
1.2.1.3	Wet Weather Monitoring - 3rd Event		60	20	73	73		226	\$ 43,048	\$ -	\$ 43,048
1.2.3.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		51	14	66	70		201	\$ 37,926		\$ 37,926
1.2.3.2	SGR Reach 4 Sampling				3	3		6	\$ 1,068		\$ 1,068
1.2.3.3	Post-Event Summary Report	1.2	9	6	4			19	\$ 4,054		\$ 4,054
1.2.4	Wet Weather Monitoring - 4th Event		6	10	28	28		72	\$ 13,602	\$ -	\$ 13,602
1.2.4.1	Receiving Water Sampling (Excluding Reach 4)		5	7	22	25		59	\$ 11,028		\$ 11,028
1.2.4.2	SGR Reach 4 Sampling				3	3		6	\$ 1,068		\$ 1,068
1.2.4.3	Post-Event Summary Report	1.2	1	3	3			7	\$ 1,506		\$ 1,506
1.2.5	Non-Event - 1st Event		24	7	21	21		73	\$ 14,059	\$ -	\$ 14,059
1.2.5.1	Preparation and Mobilization		23	6	21	21		71	\$ 13,614		\$ 13,614
1.2.5.2	Non-Event Summary Report	1.2	1	1				2	\$ 445		\$ 445
1.2.6	Non-Event - 2nd Event		24	7	21	21		73	\$ 14,059	\$ -	\$ 14,059
1.2.6.1	Preparation and Mobilization		23	6	21	21		71	\$ 13,614		\$ 13,614
1.2.6.2	Non-Event Summary Report	1.2	1	1				2	\$ 445		\$ 445
1.2.7	Dry Weather Monitoring - 1st Event		5	3	14	12		34	\$ 6,401	\$ -	\$ 6,401
1.2.7.1	SJC and WCW Sampling and SGR Reach 4 Observation		2	2	14	12		30	\$ 5,548		\$ 5,548



Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
1.2.7.2	Post-Event Summary Report	1.2	3	1				4	\$ 853		\$ 853
1.2.8	Dry Weather Monitoring - 2nd Event		5	3	14	12		34	\$ 6,401	\$ -	\$ 6,401
1.2.1.8.1	SJC and WCW Sampling and SGR Reach 4 Observation		2	2	14	12		30	\$ 5,548		\$ 5,548
1.2.1.8.2	Post-Event Summary Report	1.2	3	1				4	\$ 853		\$ 853
1.3	Aquatic Toxicity Monitoring and TIEs								\$ -	\$ -	\$ -
1.3.1	Toxicity Monitoring - 1st Site								\$ -	\$ -	\$ -
1.3.1.1	Aquatic Toxicity - 1st Site	1.3							\$ -		\$ -
1.3.1.2	TIE - 1st Site	1.3							\$ -		\$ -
1.3.2	Toxicity Monitoring - 2nd Site								\$ -	\$ -	\$ -
1.3.2.1	Aquatic Toxicity - 2nd Site	1.3							\$ -		\$ -
1.3.2.2	TIE - 2nd Site	1.3							\$ -		\$ -
1.3.3	Toxicity Monitoring - 3rd Site								\$ -	\$ -	\$ -
1.3.3.1	Aquatic Toxicity - 3rd Site	1.3							\$ -		\$ -
1.3.3.2	TIE - 3rd Site	1.3							\$ -		\$ -
1.3.4	Toxicity Monitoring - 4th Site								\$ -	\$ -	\$ -
1.3.4.1	Aquatic Toxicity - 4th Site	1.3							\$ -		\$ -
1.3.4.2	TIE - 4th Site	1.3							\$ -		\$ -
1.3.5	Toxicity Monitoring - 5th Site								\$ -	\$ -	\$ -
1.3.5.1	Aquatic Toxicity - 5th Site	1.3							\$ -		\$ -
1.3.5.2	TIE - 5th Site	1.3							\$ -		\$ -
1.3.6	Toxicity Monitoring - 6th Site								\$ -	\$ -	\$ -
1.3.6.1	Aquatic Toxicity - 6th Site	1.3							\$ -		\$ -
1.3.6.2	TIE - 6th Site	1.3							\$ -		\$ -
1.4	Obtain Access Permits	1.4							\$ -		\$ -
1.5	Equipment Malfunction Maintenance (Optional)		30		170	170		370	\$ 66,640	\$ 95,000	\$ 161,640
1.5.1	Equipment Malfunction Maintenance - 1st Event		15		85	85		185	\$ 33,320	\$ 47,500	\$ 80,820
1.5.1.1	Equipment Malfunction Maintenance with Minor Replacement	1.5	5		10	10		25	\$ 4,580	\$ 2,500	\$ 7,080
1.5.1.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5	5		25	25		55	\$ 9,920	\$ 10,000	\$ 19,920

Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
1.5.1.2	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5	5		50	50		105	\$ 18,820	\$ 35,000	\$ 53,820
1.5.2	Equipment Malfunction Maintenance - 2nd Event		15		85	85		185	\$ 33,320	\$ 47,500	\$ 80,820
1.5.2.1	Equipment Malfunction Maintenance with Minor Replacement	1.5	5		10	10		25	\$ 4,580	\$ 2,500	\$ 7,080
1.5.2.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5	5		25	25		55	\$ 9,920	\$ 10,000	\$ 19,920
1.5.2.3	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5	5		50	50		105	\$ 18,820	\$ 35,000	\$ 53,820
1.6	Install New or Relocated Monitoring Site (Optional)		31	13	233	144		421	\$ 77,898	\$ -	\$ 77,898
1.6.1	Straightforward Installation	1.6	9	3	60	36		108	\$ 20,007		\$ 20,007
1.6.2	Intermediate Installation	1.6	10	4	78	48		140	\$ 25,882		\$ 25,882
1.6.3	Complex Installation	1.6	12	6	95	60		173	\$ 32,009		\$ 32,009
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring								\$ -	\$ -	\$ -
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring (Optional)								\$ -	\$ -	\$ -
2.1	NSW Outfall Screening (Optional)								\$ -	\$ -	\$ -
2.1.1	NSW Outfall Screening - 1st Event	2.1							\$ -		\$ -
2.1.2	NSW Outfall Screening - 2nd Event	2.1							\$ -		\$ -
2.1.2	NSW Outfall Screening - 3rd Event	2.1							\$ -		\$ -
2.2	Identification of Outfalls with Significant NSW Discharge (Optional)	2.2							\$ -		\$ -
2.3	Significant NSW Discharge Source Investigations (Optional)								\$ -	\$ -	\$ -
2.3.1	Draft Significant NSW Discharge Source Investigations Plan and Schedule	2.3							\$ -		\$ -
2.3.2	Final Significant NSW Discharge Source Investigations Plan and Schedule	2.3							\$ -		\$ -
2.3.3	Significant NSW Source Investigations								\$ -		\$ -
2.3.4	Draft NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4							\$ -		\$ -
2.3.5	Final NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4							\$ -		\$ -
2.4	Significant NSW Discharge Outfall Monitoring								\$ -	\$ -	\$ -
2.4.1	NSW Outfall Monitoring - 1st Event								\$ -	\$ -	\$ -
2.4.1.1	Unaddressed Significant NSW Discharge Monitoring								\$ -		\$ -



Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
2.4.1.2	Post-Event Summary Report	2.5							\$ -		\$ -
2.4.2	NSW Outfall Monitoring - 2nd Event								\$ -	\$ -	\$ -
2.4.2.1	Unaddressed Significant NSW Discharge Monitoring								\$ -		\$ -
2.4.2.2	Post-Event Summary Report	2.5							\$ -		\$ -
2.5	Illicit Discharge Notification								\$ -	\$ -	\$ -
2.5.1	NSW Outfall Screening - 1st Event	2.6							\$ -		\$ -
2.5.2	NSW Outfall Screening - 2nd Event	2.6							\$ -		\$ -
2.5.3	NSW Outfall Screening - 3rd Event	2.6							\$ -		\$ -
2.6	Upstream Jurisdiction Notification Letters								\$ -	\$ -	\$ -
2.6.1	Upstream Jurisdiction Notification Letter - 1st	2.7							\$ -		\$ -
2.6.2	Upstream Jurisdiction Notification Letter - 2nd	2.7							\$ -		\$ -
2.7	Source of Pollutants Notification Letters								\$ -	\$ -	\$ -
2.7.1	Source of Pollutants Notification Letter - 1st	2.8							\$ -		\$ -
2.7.2	Source of Pollutants Notification Letter - 2nd	2.8							\$ -		\$ -
2.8	Update Water Quality Characteristics	2.9							\$ -		\$ -
2.9	Paper-Based Outfall Drainage Maps Digitization	2.9							\$ -		\$ -
2.10	Drainage Area Delineation	2.9							\$ -		\$ -
3.0	CIMP Evaluation and Revision								\$ -	\$ -	\$ -
3.0	CIMP Evaluation and Revision (Optional)								\$ -	\$ -	\$ -
3.1	Water Quality Analysis Technical Memorandum								\$ -	\$ -	\$ -
3.1.1	Draft Water Quality Analysis Technical Memorandum	3.1							\$ -		\$ -
3.1.2	Final Water Quality Analysis Technical Memorandum	3.1							\$ -		\$ -
3.2	CIMP Adaptive Management Letter (Optional)								\$ -	\$ -	\$ -
3.2.1	Draft CIMP Adaptive Management Letter	3.2							\$ -		\$ -
3.2.2	Final CIMP Adaptive Management Letter	3.2							\$ -		\$ -
3.3	Revised CIMP (Optional)								\$ -	\$ -	\$ -
3.2.1	Draft Revised CIMP	3.3							\$ -		\$ -
3.2.2	Final Revised CIMP	3.3							\$ -		\$ -



Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
4.0	Semi-Annual Data Report and WMP Progress Report								\$ -	\$ -	\$ -
4.1	Jul 1 to Dec 31 Semi-Annual Monitoring Report								\$ -	\$ -	\$ -
4.1.1	Draft Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1							\$ -		\$ -
4.1.2	Final Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1							\$ -		\$ -
4.2	Jan 1 to Jun 30 Semi-Annual Monitoring Report								\$ -	\$ -	\$ -
4.2.1	Draft Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2							\$ -		\$ -
4.2.2	Final Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2							\$ -		\$ -
4.3	Jul 1 to Dec 31 Semi-Annual WMP Progress Report								\$ -	\$ -	\$ -
4.3.1	Draft Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3							\$ -		\$ -
4.3.2	Final Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3							\$ -		\$ -
4.4	Jan 1 to Jun 30 Semi-Annual WMP Progress Report								\$ -	\$ -	\$ -
4.4.1	Draft Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3							\$ -		\$ -
4.4.2	Final Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3							\$ -		\$ -
5.0	Annual Monitoring and TMDL Reports								\$ -	\$ -	\$ -
5.1	Draft Annual Report	5.1							\$ -		\$ -
5.2	Final Annual Report	5.1							\$ -		\$ -
5.3	LSGR and ESGR Exceedance Analysis	5.2							\$ -		\$ -
5.5	Draft Adaptive Management	5.3							\$ -		\$ -
5.6	Final Adaptive Management	5.3							\$ -		\$ -
6.0	Meetings and Communication								\$ -	\$ -	\$ -
6.1	Twelve Meetings and Calls without Meeting Materials	6.1							\$ -		\$ -
6.2	Four Meetings and Calls with Meeting Materials	6.2							\$ -		\$ -
	Totals		288	96	393	377		1154	\$ 219,188	\$ 3,000	\$ 222,188
	Totals (Optional)		61	13	403	314		791	\$ 144,538	\$ 95,000	\$ 239,538

Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring		\$ 127,735	\$ 73,350	\$ 201,085	\$ 633,228
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring (Optional)		\$ -	\$ -	\$ -	\$ 272,832
1.1	Autosampler Maintenance and Equipment Calibration	1.1	\$ 21,478		\$ 21,478	\$ 57,532
1.2	TMDL Receiving Water and Stormwater Outfall Monitoring		\$ 106,257	\$ -	\$ 106,257	\$ 479,898
1.2.1	Wet Weather Monitoring - 1st Event		\$ 25,838	\$ -	\$ 25,838	\$ 121,793
1.2.1.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		\$ 22,686		\$ 22,686	\$ 106,752
1.2.1.2	SGR Reach 4 Sampling		\$ 3,153		\$ 3,153	\$ 5,181
1.2.1.3	Post-Event Summary Report	1.2			\$ -	\$ 9,861
1.2.2	Wet Weather Monitoring - 2nd Event		\$ 25,838	\$ -	\$ 25,838	\$ 113,658
1.2.2.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		\$ 22,686		\$ 22,686	\$ 99,207
1.2.2.2	SGR Reach 4 Sampling		\$ 3,153		\$ 3,153	\$ 5,181
1.2.2.3	Post-Event Summary Report	1.2			\$ -	\$ 9,271
1.2.1.3	Wet Weather Monitoring - 3rd Event		\$ 25,838	\$ -	\$ 25,838	\$ 113,658
1.2.3.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		\$ 22,686		\$ 22,686	\$ 99,207
1.2.3.2	SGR Reach 4 Sampling		\$ 3,153		\$ 3,153	\$ 5,181
1.2.3.3	Post-Event Summary Report	1.2			\$ -	\$ 9,271
1.2.4	Wet Weather Monitoring - 4th Event		\$ 11,035	\$ -	\$ 11,035	\$ 40,719
1.2.4.1	Receiving Water Sampling (Excluding Reach 4)		\$ 7,882		\$ 7,882	\$ 30,522
1.2.4.2	SGR Reach 4 Sampling		\$ 3,153		\$ 3,153	\$ 5,181
1.2.4.3	Post-Event Summary Report	1.2			\$ -	\$ 5,016
1.2.5	Non-Event - 1st Event		\$ -	\$ -	\$ -	\$ 24,795
1.2.5.1	Preparation and Mobilization				\$ -	\$ 22,939
1.2.5.2	Non-Event Summary Report	1.2			\$ -	\$ 1,856
1.2.6	Non-Event - 2nd Event		\$ -	\$ -	\$ -	\$ 24,795
1.2.6.1	Preparation and Mobilization				\$ -	\$ 22,939
1.2.6.2	Non-Event Summary Report	1.2			\$ -	\$ 1,856
1.2.7	Dry Weather Monitoring - 1st Event		\$ 8,854	\$ -	\$ 8,854	\$ 20,240
1.2.7.1	SJC and WCW Sampling and SGR Reach 4 Observation		\$ 8,854		\$ 8,854	\$ 17,648



Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
1.2.7.2	Post-Event Summary Report	1.2			\$ -	\$ 2,592
1.2.8	Dry Weather Monitoring - 2nd Event		\$ 8,854	\$ -	\$ 8,854	\$ 20,240
1.2.1.8.1	SJC and WCW Sampling and SGR Reach 4 Observation		\$ 8,854		\$ 8,854	\$ 17,648
1.2.1.8.2	Post-Event Summary Report	1.2			\$ -	\$ 2,592
1.3	Aquatic Toxicity Monitoring and TIEs		\$ -	\$ 73,350	\$ 73,350	\$ 85,734
1.3.1	Toxicity Monitoring - 1st Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.1.1	Aquatic Toxicity - 1st Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.1.2	TIE - 1st Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.2	Toxicity Monitoring - 2nd Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.2.1	Aquatic Toxicity - 2nd Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.2.2	TIE - 2nd Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.3	Toxicity Monitoring - 3rd Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.3.1	Aquatic Toxicity - 3rd Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.3.2	TIE - 3rd Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.4	Toxicity Monitoring - 4th Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.4.1	Aquatic Toxicity - 4th Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.4.2	TIE - 4th Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.5	Toxicity Monitoring - 5th Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.5.1	Aquatic Toxicity - 5th Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.5.2	TIE - 5th Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.6	Toxicity Monitoring - 6th Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.6.1	Aquatic Toxicity - 6th Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.6.2	TIE - 6th Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.4	Obtain Access Permits	1.4			\$ -	\$ 10,064
1.5	Equipment Malfunction Maintenance (Optional)		\$ -	\$ -	\$ -	\$ 176,118
1.5.1	Equipment Malfunction Maintenance - 1st Event		\$ -	\$ -	\$ -	\$ 88,059
1.5.1.1	Equipment Malfunction Maintenance with Minor Replacement	1.5			\$ -	\$ 8,367
1.5.1.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5			\$ -	\$ 22,177



Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
1.5.1.2	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5			\$ -	\$ 57,515
1.5.2	Equipment Malfunction Maintenance - 2nd Event		\$ -	\$ -	\$ -	\$ 88,059
1.5.2.1	Equipment Malfunction Maintenance with Minor Replacement	1.5			\$ -	\$ 8,367
1.5.2.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5			\$ -	\$ 22,177
1.5.2.3	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5			\$ -	\$ 57,515
1.6	Install New or Relocated Monitoring Site (Optional)		\$ -	\$ -	\$ -	\$ 96,714
1.6.1	Straightforward Installation	1.6			\$ -	\$ 23,636
1.6.2	Intermediate Installation	1.6			\$ -	\$ 32,003
1.6.3	Complex Installation	1.6			\$ -	\$ 41,075
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring		\$ 29,290	\$ -	\$ 29,290	\$ 52,773
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring (Optional)		\$ -	\$ -	\$ -	\$ -
2.1	NSW Outfall Screening (Optional)		\$ -	\$ -	\$ -	\$ -
2.1.1	NSW Outfall Screening - 1st Event	2.1			\$ -	\$ -
2.1.2	NSW Outfall Screening - 2nd Event	2.1			\$ -	\$ -
2.1.2	NSW Outfall Screening - 3rd Event	2.1			\$ -	\$ -
2.2	Identification of Outfalls with Significant NSW Discharge (Optional)	2.2			\$ -	\$ -
2.3	Significant NSW Discharge Source Investigations (Optional)		\$ -	\$ -	\$ -	\$ -
2.3.1	Draft Significant NSW Discharge Source Investigations Plan and Schedule	2.3			\$ -	\$ -
2.3.2	Final Significant NSW Discharge Source Investigations Plan and Schedule	2.3			\$ -	\$ -
2.3.3	Significant NSW Source Investigations				\$ -	\$ -
2.3.4	Draft NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4			\$ -	\$ -
2.3.5	Final NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4			\$ -	\$ -
2.4	Significant NSW Discharge Outfall Monitoring		\$ 29,290	\$ -	\$ 29,290	\$ 45,508
2.4.1	NSW Outfall Monitoring - 1st Event		\$ 14,645	\$ -	\$ 14,645	\$ 22,754
2.4.1.1	Unaddressed Significant NSW Discharge Monitoring		\$ 14,645		\$ 14,645	\$ 20,864



Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
2.4.1.2	Post-Event Summary Report	2.5			\$ -	\$ 1,890
2.4.2	NSW Outfall Monitoring - 2nd Event		\$ 14,645	\$ -	\$ 14,645	\$ 22,754
2.4.2.1	Unaddressed Significant NSW Discharge Monitoring		\$ 14,645		\$ 14,645	\$ 20,864
2.4.2.2	Post-Event Summary Report	2.5			\$ -	\$ 1,890
2.5	Illicit Discharge Notification		\$ -	\$ -	\$ -	\$ -
2.5.1	NSW Outfall Screening - 1st Event	2.6			\$ -	\$ -
2.5.2	NSW Outfall Screening - 2nd Event	2.6			\$ -	\$ -
2.5.3	NSW Outfall Screening - 3rd Event	2.6			\$ -	\$ -
2.6	Upstream Jurisdiction Notification Letters		\$ -	\$ -	\$ -	\$ -
2.6.1	Upstream Jurisdiction Notification Letter - 1st	2.7			\$ -	\$ -
2.6.2	Upstream Jurisdiction Notification Letter - 2nd	2.7			\$ -	\$ -
2.7	Source of Pollutants Notification Letters		\$ -	\$ -	\$ -	\$ -
2.7.1	Source of Pollutants Notification Letter - 1st	2.8			\$ -	\$ -
2.7.2	Source of Pollutants Notification Letter - 2nd	2.8			\$ -	\$ -
2.8	Update Water Quality Characteristics	2.9			\$ -	\$ 7,265
2.9	Paper-Based Outfall Drainage Maps Digitization	2.9			\$ -	\$ -
2.10	Drainage Area Delineation	2.9			\$ -	\$ -
3.0	CIMP Evaluation and Revision		\$ -	\$ -	\$ -	\$ 46,306
3.0	CIMP Evaluation and Revision (Optional)		\$ -	\$ -	\$ -	\$ 33,373
3.1	Water Quality Analysis Technical Memorandum		\$ -	\$ -	\$ -	\$ 46,306
3.1.1	Draft Water Quality Analysis Technical Memorandum	3.1			\$ -	\$ 34,077
3.1.2	Final Water Quality Analysis Technical Memorandum	3.1			\$ -	\$ 12,229
3.2	CIMP Adaptive Management Letter (Optional)		\$ -	\$ -	\$ -	\$ 4,395
3.2.1	Draft CIMP Adaptive Management Letter	3.2			\$ -	\$ 2,725
3.2.2	Final CIMP Adaptive Management Letter	3.2			\$ -	\$ 1,670
3.3	Revised CIMP (Optional)		\$ -	\$ -	\$ -	\$ 28,978
3.2.1	Draft Revised CIMP	3.3			\$ -	\$ 20,440
3.2.2	Final Revised CIMP	3.3			\$ -	\$ 8,538



Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
4.0	Semi-Annual Data Report and WMP Progress Report		\$ -	\$ -	\$ -	\$ 34,808
4.1	Jul 1 to Dec 31 Semi-Annual Monitoring Report		\$ -	\$ -	\$ -	\$ 5,708
4.1.1	Draft Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1			\$ -	\$ 4,675
4.1.2	Final Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1			\$ -	\$ 1,033
4.2	Jan 1 to Jun 30 Semi-Annual Monitoring Report		\$ -	\$ -	\$ -	\$ 5,708
4.2.1	Draft Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2			\$ -	\$ 4,675
4.2.2	Final Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2			\$ -	\$ 1,033
4.3	Jul 1 to Dec 31 Semi-Annual WMP Progress Report		\$ -	\$ -	\$ -	\$ 11,696
4.3.1	Draft Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3			\$ -	\$ 9,574
4.3.2	Final Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3			\$ -	\$ 2,122
4.4	Jan 1 to Jun 30 Semi-Annual WMP Progress Report		\$ -	\$ -	\$ -	\$ 11,696
4.4.1	Draft Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3			\$ -	\$ 9,574
4.4.2	Final Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3			\$ -	\$ 2,122
5.0	Annual Monitoring and TMDL Reports		\$ -	\$ -	\$ -	\$ 127,861
5.1	Draft Annual Report	5.1			\$ -	\$ 34,062
5.2	Final Annual Report	5.1			\$ -	\$ 6,019
5.3	LSGR and ESGR Exceedance Analysis	5.2			\$ -	\$ 19,492
5.5	Draft Adaptive Management	5.3			\$ -	\$ 53,780
5.6	Final Adaptive Management	5.3			\$ -	\$ 14,508
6.0	Meetings and Communication		\$ -	\$ -	\$ -	\$ 32,462
6.1	Twelve Meetings and Calls without Meeting Materials	6.1			\$ -	\$ 7,499
6.2	Four Meetings and Calls with Meeting Materials	6.2			\$ -	\$ 24,963
	Totals		\$ 157,025	\$ 73,350	\$ 230,375	\$ 927,438
	Totals (Optional)		\$ -	\$ -	\$ -	\$ 306,205



Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring		58	154	217	173	148	180	73	1003	\$ 209,955	\$ -	\$ 209,955
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring (Optional)		17	42	72				5	136	\$ 33,294	\$ -	\$ 33,294
1.1	Autosampler Maintenance and Equipment Calibration	1.1	1	4	8				1	14	\$ 3,312		\$ 3,312
1.2	TMDL Receiving Water and Stormwater Outfall Monitoring		47	112	177	173	148	170	68	895	\$ 184,195	\$ -	\$ 184,195
1.2.1	Wet Weather Monitoring - 1st Event		11	26	46	44	40	46	18	231	\$ 47,127	\$ -	\$ 47,127
1.2.1.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		8	20	34	44	40	40	18	204	\$ 40,950		\$ 40,950
1.2.1.2	SGR Reach 4 Sampling							6		6	\$ 960		\$ 960
1.2.1.3	Post-Event Summary Report	1.2	3	6	12					21	\$ 5,217		\$ 5,217
1.2.2	Wet Weather Monitoring - 2nd Event		11	26	46	40	36	42	17	218	\$ 44,772	\$ -	\$ 44,772
1.2.2.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		8	20	34	40	36	36	17	191	\$ 38,595		\$ 38,595
1.2.2.2	SGR Reach 4 Sampling							6		6	\$ 960		\$ 960
1.2.2.3	Post-Event Summary Report	1.2	3	6	12					21	\$ 5,217		\$ 5,217
1.2.1.3	Wet Weather Monitoring - 3rd Event		11	26	46	40	36	42	17	218	\$ 44,772	\$ -	\$ 44,772
1.2.3.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		8	20	34	40	36	36	17	191	\$ 38,595		\$ 38,595
1.2.3.2	SGR Reach 4 Sampling							6		6	\$ 960		\$ 960
1.2.3.3	Post-Event Summary Report	1.2	3	6	12					21	\$ 5,217		\$ 5,217
1.2.4	Wet Weather Monitoring - 4th Event		2	12	11	17	14	18	6	80	\$ 16,082	\$ -	\$ 16,082
1.2.4.1	Receiving Water Sampling (Excluding Reach 4)		1	8	3	16	14	12	5	59	\$ 11,612		\$ 11,612
1.2.4.2	SGR Reach 4 Sampling							6		6	\$ 960		\$ 960
1.2.4.3	Post-Event Summary Report	1.2	1	4	8	1			1	15	\$ 3,510		\$ 3,510
1.2.5	Non-Event - 1st Event		4	7		16	11	11	4	53	\$ 10,736	\$ -	\$ 10,736
1.2.5.1	Preparation and Mobilization		2	4		16	11	11	4	48	\$ 9,325		\$ 9,325
1.2.5.2	Non-Event Summary Report	1.2	2	3						5	\$ 1,411		\$ 1,411
1.2.6	Non-Event - 2nd Event		4	7		16	11	11	4	53	\$ 10,736	\$ -	\$ 10,736
1.2.6.1	Preparation and Mobilization		2	4		16	11	11	4	48	\$ 9,325		\$ 9,325
1.2.6.2	Non-Event Summary Report	1.2	2	3						5	\$ 1,411		\$ 1,411
1.2.7	Dry Weather Monitoring - 1st Event		2	4	14				1	21	\$ 4,985	\$ -	\$ 4,985
1.2.7.1	SJC and WCW Sampling and SGR Reach 4 Observation		1	2	10				1	14	\$ 3,246		\$ 3,246



Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
1.2.7.2	Post-Event Summary Report	1.2	1	2	4					7	\$ 1,739		\$ 1,739
1.2.8	Dry Weather Monitoring - 2nd Event		2	4	14				1	21	\$ 4,985	\$ -	\$ 4,985
1.2.1.8.1	SJC and WCW Sampling and SGR Reach 4 Observation		1	2	10				1	14	\$ 3,246		\$ 3,246
1.2.1.8.2	Post-Event Summary Report	1.2	1	2	4					7	\$ 1,739		\$ 1,739
1.3	Aquatic Toxicity Monitoring and TIEs		6	30	12					48	\$ 12,384	\$ -	\$ 12,384
1.3.1	Toxicity Monitoring - 1st Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.1.1	Aquatic Toxicity - 1st Site	1.3		1	2					3	\$ 711		\$ 711
1.3.1.2	TIE - 1st Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.2	Toxicity Monitoring - 2nd Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.2.1	Aquatic Toxicity - 2nd Site	1.3		1	2					3	\$ 711		\$ 711
1.3.2.2	TIE - 2nd Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.3	Toxicity Monitoring - 3rd Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.3.1	Aquatic Toxicity - 3rd Site	1.3		1	2					3	\$ 711		\$ 711
1.3.3.2	TIE - 3rd Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.4	Toxicity Monitoring - 4th Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.4.1	Aquatic Toxicity - 4th Site	1.3		1	2					3	\$ 711		\$ 711
1.3.4.2	TIE - 4th Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.5	Toxicity Monitoring - 5th Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.5.1	Aquatic Toxicity - 5th Site	1.3		1	2					3	\$ 711		\$ 711
1.3.5.2	TIE - 5th Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.3.6	Toxicity Monitoring - 6th Site		1	5	2					8	\$ 2,064	\$ -	\$ 2,064
1.3.6.1	Aquatic Toxicity - 6th Site	1.3		1	2					3	\$ 711		\$ 711
1.3.6.2	TIE - 6th Site	1.3	1	4						5	\$ 1,353		\$ 1,353
1.4	Obtain Access Permits	1.4	4	8	20			10	4	46	\$ 10,064		\$ 10,064
1.5	Equipment Malfunction Maintenance (Optional)		8	24	24				2	58	\$ 14,478	\$ -	\$ 14,478
1.5.1	Equipment Malfunction Maintenance - 1st Event		4	12	12				1	29	\$ 7,239	\$ -	\$ 7,239
1.5.1.1	Equipment Malfunction Maintenance with Minor Replacement	1.5	1	2	2					5	\$ 1,287		\$ 1,287
1.5.1.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5	1	4	4					9	\$ 2,257		\$ 2,257



Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
1.5.1.2	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5	2	6	6				1	15	\$ 3,695		\$ 3,695
1.5.2	Equipment Malfunction Maintenance - 2nd Event		4	12	12				1	29	\$ 7,239	\$ -	\$ 7,239
1.5.2.1	Equipment Malfunction Maintenance with Minor Replacement	1.5	1	2	2					5	\$ 1,287		\$ 1,287
1.5.2.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5	1	4	4					9	\$ 2,257		\$ 2,257
1.5.2.3	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5	2	6	6				1	15	\$ 3,695		\$ 3,695
1.6	Install New or Relocated Monitoring Site (Optional)		9	18	48				3	78	\$ 18,816	\$ -	\$ 18,816
1.6.1	Straightforward Installation	1.6	2	4	8				1	15	\$ 3,629		\$ 3,629
1.6.2	Intermediate Installation	1.6	3	6	16						\$ 6,121		\$ 6,121
1.6.3	Complex Installation	1.6	4	8	24				2	38	\$ 9,066		\$ 9,066
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring		8	24	40	12		16	5	105	\$ 23,483	\$ -	\$ 23,483
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring (Optional)										\$ -	\$ -	\$ -
2.1	NSW Outfall Screening (Optional)										\$ -	\$ -	\$ -
2.1.1	NSW Outfall Screening - 1st Event	2.1									\$ -		\$ -
2.1.2	NSW Outfall Screening - 2nd Event	2.1									\$ -		\$ -
2.1.2	NSW Outfall Screening - 3rd Event	2.1									\$ -		\$ -
2.2	Identification of Outfalls with Significant NSW Discharge (Optional)	2.2									\$ -		\$ -
2.3	Significant NSW Discharge Source Investigations (Optional)										\$ -	\$ -	\$ -
2.3.1	Draft Significant NSW Discharge Source Investigations Plan and Schedule	2.3									\$ -		\$ -
2.3.2	Final Significant NSW Discharge Source Investigations Plan and Schedule	2.3									\$ -		\$ -
2.3.3	Significant NSW Source Investigations										\$ -		\$ -
2.3.4	Draft NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4									\$ -		\$ -
2.3.5	Final NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4									\$ -		\$ -
2.4	Significant NSW Discharge Outfall Monitoring		6	16	24	8		16	4	74	\$ 16,218	\$ -	\$ 16,218
2.4.1	NSW Outfall Monitoring - 1st Event		3	8	12	4		8	2	37	\$ 8,109	\$ -	\$ 8,109
2.4.1.1	Unaddressed Significant NSW Discharge Monitoring		2	6	8	4		8	1	29	\$ 6,219		\$ 6,219



Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
2.4.1.2	Post-Event Summary Report	2.5	1	2	4				1	8	\$ 1,890		\$ 1,890
2.4.2	NSW Outfall Monitoring - 2nd Event		3	8	12	4		8	2	37	\$ 8,109	\$ -	\$ 8,109
2.4.2.1	Unaddressed Significant NSW Discharge Monitoring		2	6	8	4		8	1	29	\$ 6,219		\$ 6,219
2.4.2.2	Post-Event Summary Report	2.5	1	2	4				1	8	\$ 1,890		\$ 1,890
2.5	Illicit Discharge Notification										\$ -	\$ -	\$ -
2.5.1	NSW Outfall Screening - 1st Event	2.6									\$ -		\$ -
2.5.2	NSW Outfall Screening - 2nd Event	2.6									\$ -		\$ -
2.5.3	NSW Outfall Screening - 3rd Event	2.6									\$ -		\$ -
2.6	Upstream Jurisdiction Notification Letters										\$ -	\$ -	\$ -
2.6.1	Upstream Jurisdiction Notification Letter - 1st	2.7									\$ -		\$ -
2.6.2	Upstream Jurisdiction Notification Letter - 2nd	2.7									\$ -		\$ -
2.7	Source of Pollutants Notification Letters										\$ -	\$ -	\$ -
2.7.1	Source of Pollutants Notification Letter - 1st	2.8									\$ -		\$ -
2.7.2	Source of Pollutants Notification Letter - 2nd	2.8									\$ -		\$ -
2.8	Update Water Quality Characteristics	2.9	2	8	16	4			1	31	\$ 7,265		\$ 7,265
2.9	Paper-Based Outfall Drainage Maps Digitization	2.9									\$ -		\$ -
2.10	Drainage Area Delineation	2.9									\$ -		\$ -
3.0	CIMP Evaluation and Revision		5	30	72	4	96		9	216	\$ 46,306	\$ -	\$ 46,306
3.0	CIMP Evaluation and Revision (Optional)		12	26	40		66		7	151	\$ 33,373	\$ -	\$ 33,373
3.1	Water Quality Analysis Technical Memorandum		5	30	72	4	96		9	216	\$ 46,306	\$ -	\$ 46,306
3.1.1	Draft Water Quality Analysis Technical Memorandum	3.1	4	24	48	4	72		7	159	\$ 34,077		\$ 34,077
3.1.2	Final Water Quality Analysis Technical Memorandum	3.1	1	6	24		24		2	57	\$ 12,229		\$ 12,229
3.2	CIMP Adaptive Management Letter (Optional)		4	10			2		1	17	\$ 4,395	\$ -	\$ 4,395
3.2.1	Draft CIMP Adaptive Management Letter	3.2	2	6			2		1	11	\$ 2,725		\$ 2,725
3.2.2	Final CIMP Adaptive Management Letter	3.2	2	4						6	\$ 1,670		\$ 1,670
3.3	Revised CIMP (Optional)		8	16	40		64		6	134	\$ 28,978	\$ -	\$ 28,978
3.2.1	Draft Revised CIMP	3.3	4	8	32		48		4	96	\$ 20,440		\$ 20,440
3.2.2	Final Revised CIMP	3.3	4	8	8		16		2	38	\$ 8,538		\$ 8,538





Task No.	Task Description	Scope of Services Deliverable Numbers	LWA										
			\$ 317	\$ 259	\$ 226	\$ 198	\$ 193	\$ 160	\$ 151	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Senior Project Manager	Senior Project Engineer II	Environmental Scientist (Biologist)	Associate Environmental Scientist I	Project Engineer III	Project Engineer II	Contract Coordinator				
4.0	Semi-Annual Data Report and WMP Progress Report		18	48	20	10	48		6	150	\$ 34,808	\$ -	\$ 34,808
4.1	Jul 1 to Dec 31 Semi-Annual Monitoring Report		3	8		5	8		1	25	\$ 5,708	\$ -	\$ 5,708
4.1.1	Draft Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1	2	6		4	8		1	21	\$ 4,675		\$ 4,675
4.1.2	Final Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1	1	2		1				4	\$ 1,033		\$ 1,033
4.2	Jan 1 to Jun 30 Semi-Annual Monitoring Report		3	8		5	8		1	25	\$ 5,708	\$ -	\$ 5,708
4.2.1	Draft Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2	2	6		4	8		1	21	\$ 4,675		\$ 4,675
4.2.2	Final Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2	1	2		1				4	\$ 1,033		\$ 1,033
4.3	Jul 1 to Dec 31 Semi-Annual WMP Progress Report		6	16	10		16		2	50	\$ 11,696	\$ -	\$ 11,696
4.3.1	Draft Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3	4	12	8		16		2	42	\$ 9,574		\$ 9,574
4.3.2	Final Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3	2	4	2					8	\$ 2,122		\$ 2,122
4.4	Jan 1 to Jun 30 Semi-Annual WMP Progress Report		6	16	10		16		2	50	\$ 11,696	\$ -	\$ 11,696
4.4.1	Draft Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3	4	12	8		16		2	42	\$ 9,574		\$ 9,574
4.4.2	Final Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3	2	4	2					8	\$ 2,122		\$ 2,122
5.0	Annual Monitoring and TMDL Reports		13	59	56	10	112	16	9	275	\$ 59,573	\$ -	\$ 59,573
5.1	Draft Annual Report	5.1	6	30	40	8	60	8	6	158	\$ 34,062		\$ 34,062
5.2	Final Annual Report	5.1	1	5	4	2	12	4	1	29	\$ 6,019		\$ 6,019
5.3	LSGR and ESGR Exceedance Analysis	5.2	6	24	12		40	4	2	88	\$ 19,492		\$ 19,492
5.5	Draft Adaptive Management	5.3									\$ -		\$ -
5.6	Final Adaptive Management	5.3									\$ -		\$ -
6.0	Meetings and Communication		19	50	51				13	133	\$ 32,462	\$ -	\$ 32,462
6.1	Twelve Meetings and Calls without Meeting Materials	6.1	3	18	3				8	32	\$ 7,499		\$ 7,499
6.2	Four Meetings and Calls with Meeting Materials	6.2	16	32	48				5	101	\$ 24,963		\$ 24,963
	Totals		121	365	456	209	404	212	115	1882	\$ 406,587	\$ -	\$ 406,587
	Totals (Optional)		29	68	112		66		12	287	\$ 66,667	\$ -	\$ 66,667

Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring		288	96	393	377		1154	\$ 219,188	\$ 3,000	\$ 222,188
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring (Optional)		61	13	403	314		791	\$ 144,538	\$ 95,000	\$ 239,538
1.1	Autosampler Maintenance and Equipment Calibration	1.1	34	6	60	60		160	\$ 29,742	\$ 3,000	\$ 32,742
1.2	TMDL Receiving Water and Stormwater Outfall Monitoring		254	90	333	317		994	\$ 189,446	\$ -	\$ 189,446
1.2.1	Wet Weather Monitoring - 1st Event		70	20	89	77		256	\$ 48,828	\$ -	\$ 48,828
1.2.1.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		60	14	80	74		228	\$ 43,116		\$ 43,116
1.2.1.2	SGR Reach 4 Sampling				3	3		6	\$ 1,068		\$ 1,068
1.2.1.3	Post-Event Summary Report	1.2	10	6	6			22	\$ 4,644		\$ 4,644
1.2.2	Wet Weather Monitoring - 2nd Event		60	20	73	73		226	\$ 43,048	\$ -	\$ 43,048
1.2.2.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		51	14	66	70		201	\$ 37,926		\$ 37,926
1.2.2.2	SGR Reach 4 Sampling				3	3		6	\$ 1,068		\$ 1,068
1.2.2.3	Post-Event Summary Report	1.2	9	6	4			19	\$ 4,054		\$ 4,054
1.2.1.3	Wet Weather Monitoring - 3rd Event		60	20	73	73		226	\$ 43,048	\$ -	\$ 43,048
1.2.3.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		51	14	66	70		201	\$ 37,926		\$ 37,926
1.2.3.2	SGR Reach 4 Sampling				3	3		6	\$ 1,068		\$ 1,068
1.2.3.3	Post-Event Summary Report	1.2	9	6	4			19	\$ 4,054		\$ 4,054
1.2.4	Wet Weather Monitoring - 4th Event		6	10	28	28		72	\$ 13,602	\$ -	\$ 13,602
1.2.4.1	Receiving Water Sampling (Excluding Reach 4)		5	7	22	25		59	\$ 11,028		\$ 11,028
1.2.4.2	SGR Reach 4 Sampling				3	3		6	\$ 1,068		\$ 1,068
1.2.4.3	Post-Event Summary Report	1.2	1	3	3			7	\$ 1,506		\$ 1,506
1.2.5	Non-Event - 1st Event		24	7	21	21		73	\$ 14,059	\$ -	\$ 14,059
1.2.5.1	Preparation and Mobilization		23	6	21	21		71	\$ 13,614		\$ 13,614
1.2.5.2	Non-Event Summary Report	1.2	1	1				2	\$ 445		\$ 445
1.2.6	Non-Event - 2nd Event		24	7	21	21		73	\$ 14,059	\$ -	\$ 14,059
1.2.6.1	Preparation and Mobilization		23	6	21	21		71	\$ 13,614		\$ 13,614
1.2.6.2	Non-Event Summary Report	1.2	1	1				2	\$ 445		\$ 445
1.2.7	Dry Weather Monitoring - 1st Event		5	3	14	12		34	\$ 6,401	\$ -	\$ 6,401
1.2.7.1	SJC and WCW Sampling and SGR Reach 4 Observation		2	2	14	12		30	\$ 5,548		\$ 5,548





Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
1.2.7.2	Post-Event Summary Report	1.2	3	1				4	\$ 853		\$ 853
1.2.8	Dry Weather Monitoring - 2nd Event		5	3	14	12		34	\$ 6,401	\$ -	\$ 6,401
1.2.1.8.1	SJC and WCW Sampling and SGR Reach 4 Observation		2	2	14	12		30	\$ 5,548		\$ 5,548
1.2.1.8.2	Post-Event Summary Report	1.2	3	1				4	\$ 853		\$ 853
1.3	Aquatic Toxicity Monitoring and TIEs								\$ -	\$ -	\$ -
1.3.1	Toxicity Monitoring - 1st Site								\$ -	\$ -	\$ -
1.3.1.1	Aquatic Toxicity - 1st Site	1.3							\$ -		\$ -
1.3.1.2	TIE - 1st Site	1.3							\$ -		\$ -
1.3.2	Toxicity Monitoring - 2nd Site								\$ -	\$ -	\$ -
1.3.2.1	Aquatic Toxicity - 2nd Site	1.3							\$ -		\$ -
1.3.2.2	TIE - 2nd Site	1.3							\$ -		\$ -
1.3.3	Toxicity Monitoring - 3rd Site								\$ -	\$ -	\$ -
1.3.3.1	Aquatic Toxicity - 3rd Site	1.3							\$ -		\$ -
1.3.3.2	TIE - 3rd Site	1.3							\$ -		\$ -
1.3.4	Toxicity Monitoring - 4th Site								\$ -	\$ -	\$ -
1.3.4.1	Aquatic Toxicity - 4th Site	1.3							\$ -		\$ -
1.3.4.2	TIE - 4th Site	1.3							\$ -		\$ -
1.3.5	Toxicity Monitoring - 5th Site								\$ -	\$ -	\$ -
1.3.5.1	Aquatic Toxicity - 5th Site	1.3							\$ -		\$ -
1.3.5.2	TIE - 5th Site	1.3							\$ -		\$ -
1.3.6	Toxicity Monitoring - 6th Site								\$ -	\$ -	\$ -
1.3.6.1	Aquatic Toxicity - 6th Site	1.3							\$ -		\$ -
1.3.6.2	TIE - 6th Site	1.3							\$ -		\$ -
1.4	Obtain Access Permits	1.4							\$ -		\$ -
1.5	Equipment Malfunction Maintenance (Optional)		30		170	170		370	\$ 66,640	\$ 95,000	\$ 161,640
1.5.1	Equipment Malfunction Maintenance - 1st Event		15		85	85		185	\$ 33,320	\$ 47,500	\$ 80,820
1.5.1.1	Equipment Malfunction Maintenance with Minor Replacement	1.5	5		10	10		25	\$ 4,580	\$ 2,500	\$ 7,080
1.5.1.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5	5		25	25		55	\$ 9,920	\$ 10,000	\$ 19,920

Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
1.5.1.2	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5	5		50	50		105	\$ 18,820	\$ 35,000	\$ 53,820
1.5.2	Equipment Malfunction Maintenance - 2nd Event		15		85	85		185	\$ 33,320	\$ 47,500	\$ 80,820
1.5.2.1	Equipment Malfunction Maintenance with Minor Replacement	1.5	5		10	10		25	\$ 4,580	\$ 2,500	\$ 7,080
1.5.2.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5	5		25	25		55	\$ 9,920	\$ 10,000	\$ 19,920
1.5.2.3	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5	5		50	50		105	\$ 18,820	\$ 35,000	\$ 53,820
1.6	Install New or Relocated Monitoring Site (Optional)		31	13	233	144		421	\$ 77,898	\$ -	\$ 77,898
1.6.1	Straightforward Installation	1.6	9	3	60	36		108	\$ 20,007		\$ 20,007
1.6.2	Intermediate Installation	1.6	10	4	78	48		140	\$ 25,882		\$ 25,882
1.6.3	Complex Installation	1.6	12	6	95	60		173	\$ 32,009		\$ 32,009
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring								\$ -	\$ -	\$ -
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring (Optional)								\$ -	\$ -	\$ -
2.1	NSW Outfall Screening (Optional)								\$ -	\$ -	\$ -
2.1.1	NSW Outfall Screening - 1st Event	2.1							\$ -		\$ -
2.1.2	NSW Outfall Screening - 2nd Event	2.1							\$ -		\$ -
2.1.2	NSW Outfall Screening - 3rd Event	2.1							\$ -		\$ -
2.2	Identification of Outfalls with Significant NSW Discharge (Optional)	2.2							\$ -		\$ -
2.3	Significant NSW Discharge Source Investigations (Optional)								\$ -	\$ -	\$ -
2.3.1	Draft Significant NSW Discharge Source Investigations Plan and Schedule	2.3							\$ -		\$ -
2.3.2	Final Significant NSW Discharge Source Investigations Plan and Schedule	2.3							\$ -		\$ -
2.3.3	Significant NSW Source Investigations								\$ -		\$ -
2.3.4	Draft NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4							\$ -		\$ -
2.3.5	Final NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4							\$ -		\$ -
2.4	Significant NSW Discharge Outfall Monitoring								\$ -	\$ -	\$ -
2.4.1	NSW Outfall Monitoring - 1st Event								\$ -	\$ -	\$ -
2.4.1.1	Unaddressed Significant NSW Discharge Monitoring								\$ -		\$ -



Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
2.4.1.2	Post-Event Summary Report	2.5							\$ -		\$ -
2.4.2	NSW Outfall Monitoring - 2nd Event								\$ -	\$ -	\$ -
2.4.2.1	Unaddressed Significant NSW Discharge Monitoring								\$ -		\$ -
2.4.2.2	Post-Event Summary Report	2.5							\$ -		\$ -
2.5	Illicit Discharge Notification								\$ -	\$ -	\$ -
2.5.1	NSW Outfall Screening - 1st Event	2.6							\$ -		\$ -
2.5.2	NSW Outfall Screening - 2nd Event	2.6							\$ -		\$ -
2.5.3	NSW Outfall Screening - 3rd Event	2.6							\$ -		\$ -
2.6	Upstream Jurisdiction Notification Letters								\$ -	\$ -	\$ -
2.6.1	Upstream Jurisdiction Notification Letter - 1st	2.7							\$ -		\$ -
2.6.2	Upstream Jurisdiction Notification Letter - 2nd	2.7							\$ -		\$ -
2.7	Source of Pollutants Notification Letters								\$ -	\$ -	\$ -
2.7.1	Source of Pollutants Notification Letter - 1st	2.8							\$ -		\$ -
2.7.2	Source of Pollutants Notification Letter - 2nd	2.8							\$ -		\$ -
2.8	Update Water Quality Characteristics	2.9							\$ -		\$ -
2.9	Paper-Based Outfall Drainage Maps Digitization	2.9							\$ -		\$ -
2.10	Drainage Area Delineation	2.9							\$ -		\$ -
3.0	CIMP Evaluation and Revision								\$ -	\$ -	\$ -
3.0	CIMP Evaluation and Revision (Optional)								\$ -	\$ -	\$ -
3.1	Water Quality Analysis Technical Memorandum								\$ -	\$ -	\$ -
3.1.1	Draft Water Quality Analysis Technical Memorandum	3.1							\$ -		\$ -
3.1.2	Final Water Quality Analysis Technical Memorandum	3.1							\$ -		\$ -
3.2	CIMP Adaptive Management Letter (Optional)								\$ -	\$ -	\$ -
3.2.1	Draft CIMP Adaptive Management Letter	3.2							\$ -		\$ -
3.2.2	Final CIMP Adaptive Management Letter	3.2							\$ -		\$ -
3.3	Revised CIMP (Optional)								\$ -	\$ -	\$ -
3.2.1	Draft Revised CIMP	3.3							\$ -		\$ -
3.2.2	Final Revised CIMP	3.3							\$ -		\$ -



Task No.	Task Description	Scope of Services Deliverable Numbers	Kinnetic Laboratories Inc								
			\$ 204	\$ 241	\$ 193	\$ 163	\$ 143	Total Hours	Labor Costs	Other Direct Costs (ODCs) [Materials, Equipment, Transportation, etc.]	Total Firm Costs
			Supervising Field Technician	Environmental Engineer	Project Engineer III	Engineering Technician	Environmental Scientist II				
4.0	Semi-Annual Data Report and WMP Progress Report								\$ -	\$ -	\$ -
4.1	Jul 1 to Dec 31 Semi-Annual Monitoring Report								\$ -	\$ -	\$ -
4.1.1	Draft Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1							\$ -		\$ -
4.1.2	Final Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1							\$ -		\$ -
4.2	Jan 1 to Jun 30 Semi-Annual Monitoring Report								\$ -	\$ -	\$ -
4.2.1	Draft Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2							\$ -		\$ -
4.2.2	Final Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2							\$ -		\$ -
4.3	Jul 1 to Dec 31 Semi-Annual WMP Progress Report								\$ -	\$ -	\$ -
4.3.1	Draft Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3							\$ -		\$ -
4.3.2	Final Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3							\$ -		\$ -
4.4	Jan 1 to Jun 30 Semi-Annual WMP Progress Report								\$ -	\$ -	\$ -
4.4.1	Draft Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3							\$ -		\$ -
4.4.2	Final Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3							\$ -		\$ -
5.0	Annual Monitoring and TMDL Reports								\$ -	\$ -	\$ -
5.1	Draft Annual Report	5.1							\$ -		\$ -
5.2	Final Annual Report	5.1							\$ -		\$ -
5.3	LSGR and ESGR Exceedance Analysis	5.2							\$ -		\$ -
5.5	Draft Adaptive Management	5.3							\$ -		\$ -
5.6	Final Adaptive Management	5.3							\$ -		\$ -
6.0	Meetings and Communication								\$ -	\$ -	\$ -
6.1	Twelve Meetings and Calls without Meeting Materials	6.1							\$ -		\$ -
6.2	Four Meetings and Calls with Meeting Materials	6.2							\$ -		\$ -
	Totals		288	96	393	377		1154	\$ 219,188	\$ 3,000	\$ 222,188
	Totals (Optional)		61	13	403	314		791	\$ 144,538	\$ 95,000	\$ 239,538

Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring		\$ 127,735	\$ 73,350	\$ 201,085	\$ 633,228
1.0	TMDL Receiving Water Monitoring and Stormwater Monitoring (Optional)		\$ -	\$ -	\$ -	\$ 272,832
1.1	Autosampler Maintenance and Equipment Calibration	1.1	\$ 21,478		\$ 21,478	\$ 57,532
1.2	TMDL Receiving Water and Stormwater Outfall Monitoring		\$ 106,257	\$ -	\$ 106,257	\$ 479,898
1.2.1	Wet Weather Monitoring - 1st Event		\$ 25,838	\$ -	\$ 25,838	\$ 121,793
1.2.1.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		\$ 22,686		\$ 22,686	\$ 106,752
1.2.1.2	SGR Reach 4 Sampling		\$ 3,153		\$ 3,153	\$ 5,181
1.2.1.3	Post-Event Summary Report	1.2			\$ -	\$ 9,861
1.2.2	Wet Weather Monitoring - 2nd Event		\$ 25,838	\$ -	\$ 25,838	\$ 113,658
1.2.2.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		\$ 22,686		\$ 22,686	\$ 99,207
1.2.2.2	SGR Reach 4 Sampling		\$ 3,153		\$ 3,153	\$ 5,181
1.2.2.3	Post-Event Summary Report	1.2			\$ -	\$ 9,271
1.2.1.3	Wet Weather Monitoring - 3rd Event		\$ 25,838	\$ -	\$ 25,838	\$ 113,658
1.2.3.1	Receiving Water Sampling (Excluding Reach 4) and SWOF Sampling		\$ 22,686		\$ 22,686	\$ 99,207
1.2.3.2	SGR Reach 4 Sampling		\$ 3,153		\$ 3,153	\$ 5,181
1.2.3.3	Post-Event Summary Report	1.2			\$ -	\$ 9,271
1.2.4	Wet Weather Monitoring - 4th Event		\$ 11,035	\$ -	\$ 11,035	\$ 40,719
1.2.4.1	Receiving Water Sampling (Excluding Reach 4)		\$ 7,882		\$ 7,882	\$ 30,522
1.2.4.2	SGR Reach 4 Sampling		\$ 3,153		\$ 3,153	\$ 5,181
1.2.4.3	Post-Event Summary Report	1.2			\$ -	\$ 5,016
1.2.5	Non-Event - 1st Event		\$ -	\$ -	\$ -	\$ 24,795
1.2.5.1	Preparation and Mobilization				\$ -	\$ 22,939
1.2.5.2	Non-Event Summary Report	1.2			\$ -	\$ 1,856
1.2.6	Non-Event - 2nd Event		\$ -	\$ -	\$ -	\$ 24,795
1.2.6.1	Preparation and Mobilization				\$ -	\$ 22,939
1.2.6.2	Non-Event Summary Report	1.2			\$ -	\$ 1,856
1.2.7	Dry Weather Monitoring - 1st Event		\$ 8,854	\$ -	\$ 8,854	\$ 20,240
1.2.7.1	SJC and WCW Sampling and SGR Reach 4 Observation		\$ 8,854		\$ 8,854	\$ 17,648

Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
1.2.7.2	Post-Event Summary Report	1.2			\$ -	\$ 2,592
1.2.8	Dry Weather Monitoring - 2nd Event		\$ 8,854	\$ -	\$ 8,854	\$ 20,240
1.2.1.8.1	SJC and WCW Sampling and SGR Reach 4 Observation		\$ 8,854		\$ 8,854	\$ 17,648
1.2.1.8.2	Post-Event Summary Report	1.2			\$ -	\$ 2,592
<b>1.3</b>	<b>Aquatic Toxicity Monitoring and TIEs</b>		\$ -	\$ 73,350	\$ 73,350	\$ 85,734
1.3.1	Toxicity Monitoring - 1st Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.1.1	Aquatic Toxicity - 1st Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.1.2	TIE - 1st Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.2	Toxicity Monitoring - 2nd Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.2.1	Aquatic Toxicity - 2nd Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.2.2	TIE - 2nd Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.3	Toxicity Monitoring - 3rd Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.3.1	Aquatic Toxicity - 3rd Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.3.2	TIE - 3rd Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.4	Toxicity Monitoring - 4th Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.4.1	Aquatic Toxicity - 4th Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.4.2	TIE - 4th Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.5	Toxicity Monitoring - 5th Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.5.1	Aquatic Toxicity - 5th Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.5.2	TIE - 5th Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
1.3.6	Toxicity Monitoring - 6th Site		\$ -	\$ 12,225	\$ 12,225	\$ 14,289
1.3.6.1	Aquatic Toxicity - 6th Site	1.3		\$ 2,225	\$ 2,225	\$ 2,936
1.3.6.2	TIE - 6th Site	1.3		\$ 10,000	\$ 10,000	\$ 11,353
<b>1.4</b>	<b>Obtain Access Permits</b>	1.4			\$ -	\$ 10,064
<b>1.5</b>	<b>Equipment Malfunction Maintenance (Optional)</b>		\$ -	\$ -	\$ -	\$ 176,118
1.5.1	Equipment Malfunction Maintenance - 1st Event		\$ -	\$ -	\$ -	\$ 88,059
1.5.1.1	Equipment Malfunction Maintenance with Minor Replacement	1.5			\$ -	\$ 8,367
1.5.1.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5			\$ -	\$ 22,177

Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
1.5.1.2	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5			\$ -	\$ 57,515
1.5.2	Equipment Malfunction Maintenance - 2nd Event		\$ -	\$ -	\$ -	\$ 88,059
1.5.2.1	Equipment Malfunction Maintenance with Minor Replacement	1.5			\$ -	\$ 8,367
1.5.2.2	Equipment Malfunction Maintenance with Limited Equipment Replacement	1.5			\$ -	\$ 22,177
1.5.2.3	Equipment Malfunction Maintenance with Complete Equipment Replacement	1.5			\$ -	\$ 57,515
1.6	Install New or Relocated Monitoring Site (Optional)		\$ -	\$ -	\$ -	\$ 96,714
1.6.1	Straightforward Installation	1.6			\$ -	\$ 23,636
1.6.2	Intermediate Installation	1.6			\$ -	\$ 32,003
1.6.3	Complex Installation	1.6			\$ -	\$ 41,075
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring		\$ 29,290	\$ -	\$ 29,290	\$ 52,773
2.0	Non Stormwater (NSW) Outfall Screening and Monitoring (Optional)		\$ -	\$ -	\$ -	\$ -
2.1	NSW Outfall Screening (Optional)		\$ -	\$ -	\$ -	\$ -
2.1.1	NSW Outfall Screening - 1st Event	2.1			\$ -	\$ -
2.1.2	NSW Outfall Screening - 2nd Event	2.1			\$ -	\$ -
2.1.2	NSW Outfall Screening - 3rd Event	2.1			\$ -	\$ -
2.2	Identification of Outfalls with Significant NSW Discharge (Optional)	2.2			\$ -	\$ -
2.3	Significant NSW Discharge Source Investigations (Optional)		\$ -	\$ -	\$ -	\$ -
2.3.1	Draft Significant NSW Discharge Source Investigations Plan and Schedule	2.3			\$ -	\$ -
2.3.2	Final Significant NSW Discharge Source Investigations Plan and Schedule	2.3			\$ -	\$ -
2.3.3	Significant NSW Source Investigations				\$ -	\$ -
2.3.4	Draft NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4			\$ -	\$ -
2.3.5	Final NSW Outfall Screening and Source Identification and Investigation Technical Memorandum	2.4			\$ -	\$ -
2.4	Significant NSW Discharge Outfall Monitoring		\$ 29,290	\$ -	\$ 29,290	\$ 45,508
2.4.1	NSW Outfall Monitoring - 1st Event		\$ 14,645	\$ -	\$ 14,645	\$ 22,754
2.4.1.1	Unaddressed Significant NSW Discharge Monitoring		\$ 14,645		\$ 14,645	\$ 20,864



Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
2.4.1.2	Post-Event Summary Report	2.5			\$ -	\$ 1,890
2.4.2	NSW Outfall Monitoring - 2nd Event		\$ 14,645	\$ -	\$ 14,645	\$ 22,754
2.4.2.1	Unaddressed Significant NSW Discharge Monitoring		\$ 14,645		\$ 14,645	\$ 20,864
2.4.2.2	Post-Event Summary Report	2.5			\$ -	\$ 1,890
2.5	Illicit Discharge Notification		\$ -	\$ -	\$ -	\$ -
2.5.1	NSW Outfall Screening - 1st Event	2.6			\$ -	\$ -
2.5.2	NSW Outfall Screening - 2nd Event	2.6			\$ -	\$ -
2.5.3	NSW Outfall Screening - 3rd Event	2.6			\$ -	\$ -
2.6	Upstream Jurisdiction Notification Letters		\$ -	\$ -	\$ -	\$ -
2.6.1	Upstream Jurisdiction Notification Letter - 1st	2.7			\$ -	\$ -
2.6.2	Upstream Jurisdiction Notification Letter - 2nd	2.7			\$ -	\$ -
2.7	Source of Pollutants Notification Letters		\$ -	\$ -	\$ -	\$ -
2.7.1	Source of Pollutants Notification Letter - 1st	2.8			\$ -	\$ -
2.7.2	Source of Pollutants Notification Letter - 2nd	2.8			\$ -	\$ -
2.8	Update Water Quality Characteristics	2.9			\$ -	\$ 7,265
2.9	Paper-Based Outfall Drainage Maps Digitization	2.9			\$ -	\$ -
2.10	Drainage Area Delineation	2.9			\$ -	\$ -
3.0	CIMP Evaluation and Revision		\$ -	\$ -	\$ -	\$ 46,306
3.0	CIMP Evaluation and Revision (Optional)		\$ -	\$ -	\$ -	\$ 33,373
3.1	Water Quality Analysis Technical Memorandum		\$ -	\$ -	\$ -	\$ 46,306
3.1.1	Draft Water Quality Analysis Technical Memorandum	3.1			\$ -	\$ 34,077
3.1.2	Final Water Quality Analysis Technical Memorandum	3.1			\$ -	\$ 12,229
3.2	CIMP Adaptive Management Letter (Optional)		\$ -	\$ -	\$ -	\$ 4,395
3.2.1	Draft CIMP Adaptive Management Letter	3.2			\$ -	\$ 2,725
3.2.2	Final CIMP Adaptive Management Letter	3.2			\$ -	\$ 1,670
3.3	Revised CIMP (Optional)		\$ -	\$ -	\$ -	\$ 28,978
3.2.1	Draft Revised CIMP	3.3			\$ -	\$ 20,440
3.2.2	Final Revised CIMP	3.3			\$ -	\$ 8,538



Task No.	Task Description	Scope of Services Deliverable Numbers	Laboratory Costs			Total of Project Costs
			General Lab	Toxicity Lab	Total Laboratory Costs	
<b>4.0</b>	<b>Semi-Annual Data Report and WMP Progress Report</b>		\$ -	\$ -	\$ -	\$ 34,808
<b>4.1</b>	<b>Jul 1 to Dec 31 Semi-Annual Monitoring Report</b>		\$ -	\$ -	\$ -	\$ 5,708
4.1.1	Draft Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1			\$ -	\$ 4,675
4.1.2	Final Jul 1 to Dec 31 Semi-Annual Monitoring Report	4.1			\$ -	\$ 1,033
<b>4.2</b>	<b>Jan 1 to Jun 30 Semi-Annual Monitoring Report</b>		\$ -	\$ -	\$ -	\$ 5,708
4.2.1	Draft Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2			\$ -	\$ 4,675
4.2.2	Final Jan 1 to Jun 30 Semi-Annual Monitoring Report	4.2			\$ -	\$ 1,033
<b>4.3</b>	<b>Jul 1 to Dec 31 Semi-Annual WMP Progress Report</b>		\$ -	\$ -	\$ -	\$ 11,696
4.3.1	Draft Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3			\$ -	\$ 9,574
4.3.2	Final Jul 1 to Dec 31 Semi-Annual WMP Progress Report	4.3			\$ -	\$ 2,122
<b>4.4</b>	<b>Jan 1 to Jun 30 Semi-Annual WMP Progress Report</b>		\$ -	\$ -	\$ -	\$ 11,696
4.4.1	Draft Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3			\$ -	\$ 9,574
4.4.2	Final Jan 1 to Jun 30 Semi-Annual WMP Progress Report	4.3			\$ -	\$ 2,122
<b>5.0</b>	<b>Annual Monitoring and TMDL Reports</b>		\$ -	\$ -	\$ -	\$ 59,573
<b>5.1</b>	<b>Draft Annual Report</b>	5.1			\$ -	\$ 34,062
<b>5.2</b>	<b>Final Annual Report</b>	5.1			\$ -	\$ 6,019
<b>5.3</b>	<b>LSGR and ESGR Exceedance Analysis</b>	5.2			\$ -	\$ 19,492
<b>5.5</b>	<b>Draft Adaptive Management</b>	5.3			\$ -	\$ -
<b>5.6</b>	<b>Final Adaptive Management</b>	5.3			\$ -	\$ -
<b>6.0</b>	<b>Meetings and Communication</b>		\$ -	\$ -	\$ -	\$ 32,462
6.1	Twelve Meetings and Calls without Meeting Materials	6.1			\$ -	\$ 7,499
6.2	Four Meetings and Calls with Meeting Materials	6.2			\$ -	\$ 24,963
	<b>Totals</b>		\$ 157,025	\$ 73,350	\$ 230,375	\$ 859,150
	<b>Totals (Optional)</b>		\$ -	\$ -	\$ -	\$ 306,205



## AGENDA STAFF REPORT

---

City of West Covina | Office of the City Manager

**DATE:** September 5, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: CONSIDERATION OF PERSONNEL RULES AND EMPLOYER-EMPLOYEE RELATIONS  
RESOLUTION**

---

### RECOMMENDATION:

It is recommended that the City Council approve the following:

**RESOLUTION NO. 2023-73 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST  
COVINA, CALIFORNIA, ADOPTING NEW PERSONNEL RULES**

**RESOLUTION NO. 2023-65 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST  
COVINA, CALIFORNIA, ADOPTING THE EMPLOYER-EMPLOYEE RELATIONS RESOLUTION**

### BACKGROUND:

The City undertook an effort to comprehensively review, revise and update its personnel rules in order to align the personnel rules with current legal standards and best practices. With the assistance of legal counsel and in collaboration the City's labor groups and department managers, an amended personnel rules that reflect these revisions and updates has been prepared for consideration and adoption.

### DISCUSSION:

Starting in 2020, the City undertook an effort to comprehensively review, revise and update its personnel rules in order to align the personnel rules with current legal standards and best practices. During that time, staff collaborated with legal counsel, department managers and labor groups to prepare the amended personnel rules for consideration and adoption. Although there have been piecemeal updates and amendments to the personnel rules over the years, it is staff's understanding there has not been a comprehensive review, revision and update to the personnel rules since 1996.

There are three main areas of revisions and updates to the personnel rules:

1. Formatting and language clean-up
2. Legal compliance
3. Conformance with best practices.

On numerous occasions, staff met with both department managers and labor groups to discuss questions and concerns, and receive important feedback on the personnel rules. On December 7, 2022, the proposed amended personnel rules were considered by the Human Resources Commission. The

Human Resources Commission recommends adoption of the amended personnel rules in their entirety.

### **Employer-Employee Relations Resolution (“EERR”)**

The City's legal counsel, Liebert Cassidy Whitmore (LCW) reviewed and revised the EERR pursuant to applicable statutory changes and mandates. Because the EERR was adopted over 25 years ago, LCW made revisions to the EERR that comports with current legal requirements. Below is a brief summary of the substantive revisions and differences between the City's existing EERR and the revised EERR.

#### **Added Section 1.2 – Definitions:**

Section 1.2 adds definitions and meaning of terms following terms used throughout the EERR. Further notes that terms not defined shall have the meanings set forth in the MMBA.

#### **Section 2.4 – Granting Recognition Without an Election**

Legislation effective January 1, 2002, amended the Meyers-Milias-Brown Act to require recognition without an election in the case of an unchallenged majority recognition petition.

#### **Section 2.5 – Election Procedure**

Adds in the event the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

#### **Added Article III – Impasse Procedures**

##### **Section 3.1 – Initiation of Impasse Procedures**

In the event the parties are unable to settle disputes arising from the negotiations process, a multi-stage impasse resolution procedure is suggested. First, at the initiation of either party, an impasse meeting is scheduled wherein the parties attempt one last time to reach agreement on a memorandum of understanding.

##### **Section 3.2 (c) –Impasse Procedures**

Effective January 1, 2012, under AB 646, if the parties participate in mediation and the mediator is unable to effect settlement within 30 days after his or her appointment, an employee organization may request that the parties' differences be submitted to a fact-finding panel. The statute does not specify the amount of time an employee organization has to request fact finding, nor whether an employee organization can request fact-finding where no impasse mediation has taken place. However, PERB issued emergency regulations noting that fact-finding can be requested by an employee organization regardless of whether impasse mediation has taken place and established timelines for an employee organization to request fact-finding. The resolution incorporates these timelines as noted in PERB's emergency regulations.

##### **Section 3.2 – Impasse Procedures**

AB 646 specifies a list of criteria for fact finders' consideration, including “any other facts, which are normally or traditionally taken into consideration in making the findings and recommendations.” It is recommended that the agency adopt the expanded criteria set forth in Section 17 (e)(2). The indicated criteria put controlling emphasis on the District's financial condition, based on the current tax rates, Board determined budgetary priorities, consideration of compensation increases to other employee groups, and the need to maintain sound reserves.

The Human Resources Commission has reviewed and recommends approval of the Personnel Rules and the Employer-Employee Relations Resolution. Additionally, each bargaining unit has been granted the opportunity to review and provide comments.

### **LEGAL REVIEW:**

Liebert Cassidy Whitmore reviewed and revised the City's Personnel Rules, which included the City's Employer-Employee Relations Resolution (“EERR”).

**Fiscal Impact**

**FISCAL IMPACT:**

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

---

**Attachments**

Attachment No. 1 - Resolution No. 2023-73

Exhibit A - Personnel Rules

Attachment No. 2 - Personnel Rules Redlined

Attachment No. 3 - Resolution No. 2023-65

Attachment No. 4 - Employer Employee Resolution Redlined

**CITY COUNCIL GOALS & OBJECTIVES:** Maintain Good Intergovernmental Relations  
Enhance City Image and Effectiveness

# **ATTACHMENT NO. 1**

## **RESOLUTION NO. 2023-73**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING NEW PERSONNEL RULES**

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

**WHEREAS**, the City of West Covina Personnel Rules have been amended to comply with federal and state legislation; and

**WHEREAS**, certain adaptations and previously agreed upon Memorandum of Understanding provisions are included to update the rules in terms of modern personnel practices; and

**WHEREAS**, the Human Resources Commission has reviewed and recommends approval of the amended Personnel Rules; and

**WHEREAS**, the City's legal counsel has reviewed and approved the amended Personnel Rules; and

**WHEREAS**, each employee association was provided an opportunity to comment on the amended Personnel Rules.

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

**SECTION 1.** The City Council hereby adopts the revised Personnel Rules, attached hereto as Exhibit A, which shall supersede all previously adopted Personnel Rules.

**SECTION 2.** All prior resolutions relating to the City of West Covina Personnel Rules are hereby repealed.

**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 5th day of September, 2023.

---

Rosario Diaz  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

---

Thomas P. Duarte  
City Attorney

---

Lisa Sherrick  
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2023-73 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 5th day of September, 2023, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Lisa Sherrick  
Assistant City Clerk

**EXHIBIT A**

**CITY OF WEST COVINA  
PERSONNEL RULES**

## CITY OF WEST COVINA



## PERSONNEL RULES



## Table of Contents

RULE I – GENERAL PROVISIONS .....	5
SEC. 1.1 PURPOSE .....	5
SEC. 1.2 APPLICABILITY .....	5
SEC. 1.3 NO CONTRACT RIGHT .....	5
SEC. 1.4 CONFLICT BETWEEN THESE RULES AND A MEMORANDUM OF UNDERSTANDING ....	5
SEC. 1.5 EMPLOYEE ACCEPTANCE OF RULES AND REVISIONS TO RULES .....	5
SEC. 1.6 ADMINISTRATIVE RESPONSIBILITIES .....	5
SEC. 1.7 AMENDMENT OF THE RULES .....	7
SEC. 1.8 DEFINITION OF TERMS .....	7
SEC. 1.9 POLITICAL ACTIVITY .....	11
SEC. 1.10 POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION; COMPLAINT PROCEDURE .....	11
SEC. 1.11 REASONABLE ACCOMMODATION AND INTERACTIVE PROCESS .....	17
RULE II – CLASSIFICATION .....	24
SEC. 2.1 THE CLASSIFICATION PLAN .....	24
SEC. 2.2 CREATION AND ABOLISHMENT OF POSITIONS .....	24
SEC. 2.3 AMENDMENT AND MAINTENANCE OF CLASSIFICATION PLAN .....	24
SEC. 2.4 CLASS SPECIFICATIONS .....	25
SEC. 2.5 INTERPRETATION OF CLASS SPECIFICATIONS .....	26
RULE III – COMPENSATION .....	27
SEC. 3.1 INCREASES WITHIN THE SALARY RANGE .....	27
SEC. 3.2 SALARY ON APPOINTMENT .....	27
SEC. 3.3 SALARY ON PROMOTION .....	28
SEC. 3.4 SALARY ON REEMPLOYMENT .....	28
SEC. 3.5 SALARY UPON REINSTATEMENT POST RESIGNATION .....	28
SEC. 3.6 SALARY ON TRANSFER .....	29
SEC. 3.7 SALARY ON NON-DISCIPLINARY DEMOTION .....	29
SEC. 3.8 SALARY ON CHANGE IN RANGE ASSIGNMENT .....	29
SEC. 3.9 SALARY ON REALLOCATION OF POSITION .....	29
SEC. 3.10 SALARY ON DEMOTION .....	30
SEC. 3.11 MONTHLY SALARY .....	30
SEC. 3.12 SPECIAL SALARY ADJUSTMENTS .....	30
RULE IV – APPLICATIONS, RECRUITMENT, AND EXAMINING .....	31
SEC. 4.1 CONDITIONS OF EMPLOYMENT .....	31
SEC. 4.2 REQUEST TO FILL VACANCIES .....	31
SEC. 4.3 ANNOUNCEMENT AND APPLICATIONS .....	31

SEC. 4.4	DISQUALIFICATION OF APPLICANTS BY PERSONNEL OFFICER .....	32
SEC. 4.5	EXAMINATIONS .....	33
RULE V – ELIGIBILITY LISTS .....		38
SEC. 5.1	TYPE OF LISTS .....	38
SEC. 5.2	ESTABLISHMENT OF ELIGIBILITY LISTS .....	38
SEC. 5.3	DURATION OF LISTS .....	38
SEC. 5.4	REMOVAL OF NAMES FROM ELIGIBILITY LIST .....	39
SEC. 5.5	ELIGIBILITY LIST PRIORITY .....	39
SEC. 5.6	CERTIFICATION FROM ELIGIBILITY LISTS .....	40
SEC. 5.7	AVAILABILITY OF ELIGIBLES .....	40
RULE VI – APPOINTMENTS – PROMOTIONAL/ACTING/REINSTATEMENT/LIMITED SERVICE .....		41
SEC. 6.1	APPOINTMENT OF NEW EMPLOYEES .....	41
SEC. 6.2	PROVISIONAL APPOINTMENTS .....	41
SEC. 6.3	ACTING APPOINTMENTS TO A HIGHER CLASS .....	42
SEC. 6.4	REINSTATEMENT POST RESIGNATION .....	42
SEC. 6.5	TRANSFER .....	42
SEC. 6.6	EMPLOYMENT OF RELATIVES, SPOUSES, DOMESTIC PARTNERS .....	43
RULE VII – PROBATION .....		45
SEC. 7.1	PROBATIONARY STATUS .....	45
SEC. 7.2	PROBATIONARY PERIODS .....	45
SEC. 7.3	REGULAR STATUS .....	45
SEC. 7.4	REJECTION DURING PROBATIONARY PERIOD OF PROMOTED EMPLOYEES .....	46
RULE VIII – PERFORMANCE EVALUATIONS .....		47
SEC. 8.1	POLICY .....	47
SEC. 8.2	AUTHORITY TO MAKE REPORTS .....	47
SEC. 8.3	TIME FOR REPORTING .....	47
SEC. 8.4	SALARY ON NON-DISCIPLINARY DEMOTION .....	48
SEC. 8.5	DISTRIBUTION OF REPORTS .....	48
SEC. 8.6	PERFORMANCE RATINGS .....	48
RULE IX – HOURS OF WORK/OVERTIME/COMPENSATORY TIME .....		50
SEC. 9.1	POLICY .....	50
SEC. 9.2	DAILY HOURS OF WORK .....	50
SEC. 9.3	CHANGE IN WORKING HOURS .....	50
SEC. 9.4	HOLD-OVER COMMUNICATIONS .....	50
SEC. 9.5	FIRE SUPPRESSION .....	50
SEC. 9.6	OVERTIME .....	51
SEC. 9.7	COMPENSATORY TIME OFF .....	52
RULE X – LEAVES .....		54

SEC. 10.1	TIME OFF BENEFITS FOR SHIFT EMPLOYEES .....	54
SEC. 10.2	HOLIDAYS .....	54
SEC. 10.3	FLOATING HOLIDAY LEAVE .....	55
SEC. 10.4	VACATION .....	56
SEC. 10.5	SICK LEAVE .....	59
SEC. 10.6	BEREAVEMENT LEAVE .....	62
SEC. 10.7	MILITARY LEAVE .....	63
SEC. 10.8	JURY DUTY, WITNESS LEAVE .....	63
SEC. 10.9	FAMILY AND MEDICAL CARE LEAVES .....	64
SEC. 10.10	LACTATION POLICY .....	78
SEC. 10.11	WORK RELATED DISABILITY LEAVE .....	79
SEC. 10.12	SPECIAL LEAVE OF ABSENCE WITH PAY .....	80
SEC. 10.13	LEAVES OF ABSENCE WITHOUT PAY .....	81
SEC. 10.14	FAILURE TO RETURN FROM LEAVE .....	83
RULE XI – LAYOFF/REEMPLOYMENT .....		84
SEC. 11.1	ELIMINATION OF POSITIONS .....	84
SEC. 11.2	LAYOFF PROCEDURE .....	84
SEC. 11.3	REEMPLOYMENT .....	86
RULE XII – SEPARATIONS/RETIREMENT .....		88
SEC. 12.1	RESIGNATIONS .....	88
RULE XIII – OUTSIDE EMPLOYMENT .....		89
SEC. 13.1	POLICY .....	89
SEC. 13.2	SALARY ON NON-DISCIPLINARY DEMOTION .....	89
SEC. 13.3	DETERMINATION OF INCONSISTENT ACTIVITIES .....	89
SEC. 13.4	INJURIES RELATED TO OUTSIDE EMPLOYMENT .....	90
RULE XIV – DISCIPLINARY ACTIONS .....		91
SEC. 14.1	CAUSES .....	91
SEC. 14.2	AUTHORITY FOR DISCIPLINARY ACTIONS .....	91
SEC. 14.3	KINDS OF DISCIPLINE .....	91
SEC. 14.4	DISCIPLINE PROCEDURES .....	93
RULE XV – GRIEVANCE AND COMPLAINT PROCEDURE .....		97
SEC. 15.1	ESTABLISHMENT .....	97
SEC. 15.2	SCOPE OF LIMITATIONS .....	97
SEC. 15.3	DEFINITIONS .....	97
SEC. 15.4	COMPLAINT PROCEDURE .....	97
SEC. 15.5	GRIEVANCE PROCEDURE .....	98
SEC. 15.6	GENERAL PROVISIONS .....	99

## **RULE I – GENERAL PROVISIONS**

### **SEC. 1.1 PURPOSE**

These Personnel Rules are intended to implement and supplement the Personnel Ordinance and the Classification and Salary Resolution in the establishment and maintenance of a justifiable, efficient, and uniform personnel program for the City of West Covina ("City").

### **SEC. 1.2 APPLICABILITY**

The provisions of these rules shall apply to all classified employees. The applicability of these rules to unclassified employees is limited to position classification, attendance, vacation and holidays, leave policies, outside employment, long term disability, political activity, solicitation, and discrimination, except where specified.

### **SEC. 1.3 NO CONTRACT RIGHT**

These rules do not create any contract right, or any express or implied contract of employment.

### **SEC. 1.4 CONFLICT BETWEEN THESE RULES AND A MEMORANDUM OF UNDERSTANDING**

If a provision of these rules conflicts with any provision of a valid memorandum of understanding ("MOU") between the City and a recognized employee organization, the provision of the MOU that is in conflict shall apply to employees covered by that MOU.

### **SEC. 1.5 EMPLOYEE ACCEPTANCE OF RULES AND REVISIONS TO RULES**

As a condition of employment, the City requires that each employees read and, if necessary, request clarification regarding these rules. Each employee must sign a statement of receipt acknowledging that: a) he or she has received a copy, or has been provided access to the rules; and b) understands that he or she is responsible for reading and becoming familiar with the contents of the rules and any subsequent revisions to the rules.

### **SEC. 1.6 ADMINISTRATIVE RESPONSIBILITIES**

#### **A. Personnel Officer**

1. The duties and responsibilities of the Personnel Officer may be assumed entirely by the City Manager, entirely by another employee designated by the City Manager as the Personnel Officer, entirely by an individual or

agency with which the City contracts for performance of the Personnel Officer, or the Personnel Officer's duties and responsibilities may be divided among any combination of the foregoing.

2. In the event that the City Manager delegates all or part of his/her powers and duties as Personnel Officer as provided in these rules to another officer or employee of the city, such employee may be employed on a full-time or part-time basis. The position of Personnel Officer may be combined with any other position in the City Service.
3. The Personnel Officer shall establish and maintain an updated roster of officers and employees of the City, an individual employment folder for each employee containing all papers pertinent to said employee's work history, such forms, records, and documents as required to implement the proper administration of the classification and salary plans, the examining program, and such other aspects of the overall personnel programs as are necessary.
4. The Personnel Officer shall be responsible for the preparation and revision of such forms, documents, records and operating procedures as are necessary for the accomplishment of the provisions of these rules, the Personnel Ordinance and the Classification and Salary Resolution and as are required in the administration of the personnel program for the City.

#### B. Contracting for Services

The City Manager shall consider and make recommendations to the City Council regarding the extent to which the City should contract for the performance of technical services in connection with the development and administration of any phase of the personnel program. The Council may contract for the performance of such service with a qualified person or agency.

#### C. Human Resources Commission

1. The regular monthly meeting of the Human Resources Commission ("Commission") shall be held at the time and place, which the Commission may determine. The City Council must confirm the meeting time and place by resolution. The Personnel Officer shall give written notice of special meetings to all members of the Commission at least 24 hours prior to the meeting. The notice may be delivered personally or by mail; and shall contain a statement of the purpose of the meeting.
2. The Commission shall maintain official minutes of its actions. The Personnel Officer shall arrange for taking and preparation of the Commission's minutes.

3. All substantive requests, recommendations and actions of or to the Commission shall be in writing and shall be made part of the record.
4. Each Commission member shall recognize that it is the policy of the Commission to act as an official body. No member or combination of members of the Commission shall grant a private or unofficial hearing to any employee or group of employees, or pursue any such course as might be construed to be prejudicial for or against any employee or group of employees, or encourage the violation of the passing of any step or stage in the official lines of authority within the City organization, or any step or stage of procedures established by these rules, the Personnel Ordinance, or the Classification and Salary Resolution.
5. At any hearings conducted by the Commission, within the scope of the Commission's responsibilities as set forth in Chapter 2, Article III, Section 2-73 of City's Municipal Code, the Commission may make arrangements to keep stenographic records of the proceedings. When a decision is made by the Commission, it shall be reduced to writing and incorporated in the records.

## **SEC. 1.7 AMENDMENT OF THE RULES**

### **A. Power to Amend**

The City Council shall have the authority to adopt, amend, or revise the Personnel Rules as provided in Section 2-192, paragraph (b) of West Covina Municipal Code.

### **B. Hearings on Amendments**

1. At the City Council's discretion, upon recommendation of the Personnel Officer and Commission, the Council may authorize the Commission to conduct hearings relative to any proposed amendment to the Personnel Rules.
2. In the event such hearings are to be held, the Personnel Officer, upon request of the Commission, shall post notices in all City departments announcing the times of, and describing the issues involved in, such hearings, such notices shall be posted no less than five (5) working days prior to the date of the hearing.

## **SEC. 1.8 DEFINITION OF TERMS**

### **A. General Definition**

All Words and terms used in these rules and in any resolution or ordinance dealing with personnel policies, systems, or procedures shall be defined as they are normally and generally defined in the field of personnel administration.

B. Specific Definitions

1. **“Allocation”** means the official assignment of an individual position to an appropriate class in accordance with its duties and responsibilities.
2. **“Anniversary Date”** means an employee’s original hire date, which is the first day an employee reports to and performs work for the City and is in paid status. An “anniversary date” is the date used to compute an employee’s seniority and various conditions and benefits described in personnel rules, employment policies and ordinances, unless otherwise defined. An anniversary date would not need to be adjusted for employees who transfer from one full-time position to another, without a break in service.
3. **“Appointing Authority”** means the City Manager, Division Manager, or Department Head having the power by law or ordinance to make an appointment to any position in a specified department of the City of West Covina.
4. **“Calendar Month”** means any of the twelve months starting on the first day thereof and terminating at the close of the last day thereof.
5. **“Class” or “Class Positions”** is composed of all positions in the City service having duties and responsibilities sufficiently similar so that the same requirements as to education, experience, knowledge, and ability may be demanded of incumbents and so that the same schedule of compensation may be made to apply with equity to all.
6. **“Classified Service”** means all positions in the city service except for those specifically exempted by Section 2-236 of the Municipal Code.
7. **“Compensation”** means the salary, wage, allowance, and all other forms of valuable consideration earned by or paid to any employee by reason of service in any position, but does not include expenses authorized and incurred incidental to employment.
8. **“Continuous Service”** means regular service in the employ of the city without a break or interruption. A deliberate severance of the employee from his/her employment initiated by either the City or the employee for periods of more than 15 days constitutes a break in continuous service.

9. **“Council”** means the City Council of the City of West Covina.
10. **“Department”** includes offices and various divisions of departments and is a section of the organization designated as such on the Organizational Chart.
11. **“Department Head”** means the head of an established City department, having supervision of such department.
12. **“Desirable Qualifications”** as stated in the class specifications means those requirements deemed highly suitable for employment in the classification described.
13. **“Division Manager”** is the manager of several City departments, having supervision of Department Heads and reporting to the City Manager.
14. **“Elective Service”** means all positions of elected officers.
15. **“Eligibility List”** means the names of successful applicants according to relative performance on the total weighted examinations.
16. **“Employee”** means a person occupying a position in the City service.
17. **“Full-Time Employees”** shall mean those employees whose positions require the total number of hours prescribed for normal employment in the class or position, generally 40 hours per workweek. All positions shall be full-time unless otherwise designated, or unless the compensation is fixed upon the basis of part-time work. Full-time employees receive all benefits provided in these rules, unless otherwise provided in an MOU, or an employment agreement approved by the City Council.
18. **“Police Officer Lateral Entry”** A Police Officer possessing a California P.O.S.T. Basic Certificate and employed- for a minimum of 18 months with a California Police or Sheriff’s Department or Highway Patrol.
19. **“Limited Service”** includes all or any of the following:
  - a. **“Part-time Employee”** means a person holding an authorized position which is designated part-time, and the compensation for which is fixed upon the basis of part-time work. Part-time employees may have different rights to leave and other benefits under the law or these rules, depending on the number of hours they work. A part-time employee serves as an at-will employee and at the pleasure of the appointing authority, has no property right in continued



employment, and has no right to any pre- or post-disciplinary procedural due process or appeal.

- b. **“Seasonal Employee”** means an employee temporarily employed in a position, which is not regular and is not dependent upon a condition of emergency, but is regularly recurrent in certain offices or departments based on seasonal workload. A seasonal employee is not a full or part-time employee, and is not appointed from an eligibility list. A seasonal employee is appointed on a seasonal basis, not to exceed six (6) months. A seasonal employee serves as an at-will employee and at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal.
  - c. **“Temporary Employee”** means an employee employed on a temporary basis because of the workload within a department. A temporary employee is not a full or part-time employee, and is not appointed from an eligibility list. A temporary employee is appointed on a project oriented or department workload as needed basis, not to exceed six (6) months. A temporary employee serves as an at-will employee and at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal.
- 20. **“Military Leave”** means leave of absence for Military Duty.
  - 21. **“Position”** means a combination of current duties and responsibilities legally assigned to a single officer or employee and performed on either a full or part-time basis.
  - 22. **“Provisional Employee”** shall be a full-time employee appointed in the absence of an eligibility list for a stipulated period of time.
  - 23. **“Reallocation”** means a change in allocation of an individual position from one class to another.
  - 24. **“Recognized Employee Organization”** means an employee organization that has been recognized as provided for herein by the City as an employee organization that represents City employees.
  - 25. **“Strike”** means any concerted stoppage of work by a City employee or employees, or a concerted slow-down or other concerted interruption of City operations by an employee or employees. A strike shall be considered an emergency situation.

26. **“Title”, “Class Title”, or “Title of Class”** means the official name applied to a class and to each position allocated to the class and to the legally appointed incumbent of each such position.
27. **“Unclassified Service”** includes those positions as specified in Section 2-236 of the Municipal Code, which are exempted from the **“Classified Service”** in the annual Management/Confidential Salary and Benefit Resolution and Section 2-236 of the Municipal Code.

## **SEC. 1.9 POLITICAL ACTIVITY**

### **A. During Working Hours**

Employees in the service of the City shall not advocate the election or defeat of any ballot proposition or any candidate for any political office or engage in any other kind of political activity during his/her assigned working hours or while on City property. No employee or official shall participate in political activities while dressed in the uniform required in any department of the City or dressed in any other City-issued clothing, whether or not it is during his/her assigned working hours.

### **B. Political Contributions**

No officer or employee of the city shall solicit or receive, from anyone on an eligible list or employed in the service of the city, any assessment, subscription, contribution, or political service, for aiding or assisting in the campaign for election, or appointment to any position in the City, either partisan or nonpartisan.

## **SEC. 1.10 POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION; COMPLAINT PROCEDURE**

### **A. Purpose**

The City has a strong commitment to prohibiting and preventing discrimination, harassment and retaliation in the workplace. The City has zero tolerance for any conduct that violates this Policy. Conduct need not arise to the level of a violation of state or federal law to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. This Policy establishes a complaint procedure for investigating and resolving internal complaints of discrimination, harassment and retaliation. The City encourages all covered individuals to report any conduct they believe violates this Policy as soon as possible. Any retaliation against an employee because they filed or supported

a complaint or because they participated in the complaint resolution process is prohibited. Individuals found to have retaliated in violation of this Policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

## B. Covered Individuals and Scope of Policy

The individuals covered by this Policy are: applicants; employees regardless of rank or title; elected or appointed officials; interns; volunteers; and contractors. This Policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

## C. Definitions

### 1. Protected Classification

This Policy prohibits harassment, discrimination or retaliation because of an individual's protected classification. "Protected Classification" includes race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, reproductive health decision making, or military and veteran status, or any other basis protected by law. This Policy prohibits discrimination, harassment or retaliation because: (1) of an individual's protected classification; (2) the perception that an individual has a protected classification; or (3) the individual associates with a person who has or is perceived to have a protected classification.

### 2. Protected Activity

This Policy prohibits discrimination, harassment, or retaliation because of an individual's protected activity. Protected activity includes: (1) making a request for an accommodation for a disability; (2) making a request for accommodation for religious beliefs; (3) making a complaint under this Policy; (4) opposing violations of this Policy; or (5) participating in an investigation under this Policy.

### 3. Discrimination

This Policy prohibits treating covered individuals differently and adversely because of the individual's protected classification, actual or perceived; because the individual associates with a person who is member of a

protected classification, actual or perceived; or because the individual participates in a protected activity as defined in this Policy.

#### 4. Harassment

Harassment includes, but is not limited to, the following types of behavior that are taken because of a person's actual or perceived protected classification:

- (a) Speech, such as epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This includes inappropriate comments about appearance, dress, physical features, gender identification, or race-oriented stories and jokes.
- (b) Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
- (c) Visual acts, such as derogatory posters, cartoons, emails, pictures or drawings related to a protected classification.
- (d) Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

#### D. Guidelines for Identifying Harassment

Harassment includes any conduct that would be unwelcome or unwanted to an individual of the recipient's same protected classification. The following guidelines to determine if conduct is unwelcome or unwanted should be followed:

- (a) It is no defense that the recipient "appears" to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized or subjected to retaliation.
- (b) Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome.

Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one has yet complained does not preclude someone from complaining if the conduct is repeated in the future.

- (c) Even visual, verbal, or physical conduct between two people who appear to welcome the conduct can constitute harassment of a third person who witnesses the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.
- (d) Conduct can constitute harassment even if the individual has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual would find it offensive (e.g., gifts, over-attention, endearing nicknames, hugs).

#### E. Retaliation

Retaliation occurs when an employer takes adverse conduct against a covered individual because of the individual's protected activity as defined in this Policy. "Adverse conduct" may include but is not limited to: (1) disciplinary action; (2) counseling; (3) taking sides because an individual has reported harassment or discrimination; (4) spreading rumors about a complainant or about someone who supports or assists the complainant; (5) shunning or avoiding an individual who reports harassment or discrimination; or (6) making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

#### F. Complaint Procedure

A covered individual who believes he or she has been subjected to discrimination, harassment or retaliation may make a complaint – orally or in writing – to any supervisor, any manager, or any department head, without regard to any chain of command. Any supervisory or management employee who receives a harassment complaint should immediately notify the Personnel Officer. Upon receiving notification of a harassment complaint, the Personnel Officer will complete and/or delegate the following steps. If the Personnel Officer is accused, or a witness to the events at issue, an individual with higher authority will complete and/or delegate the following steps.

- (a) Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with: (1) the complainant; (2) the accused; and (3) other persons who have relevant knowledge concerning the allegations in the complaint.

- (b) Review the factual information gathered through the investigation to determine whether the alleged conduct violates the Policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
- (c) Report a summary of the determination as to whether this Policy has been violated to appropriate persons. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
- (d) If conduct in violation of this Policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
- (e) Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation.

G. Option to Report to Outside Administrative Agencies

An individual has the option to report harassment, discrimination or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD). These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed on the Internet, in the government section of the telephone book or employees can check the posters that are located on City bulletin boards for office locations and telephone number.

H. Confidentiality

Every effort will be made to assure the confidentiality of complaints made under this Policy to the greatest extent allowed by law. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. An employee who is interviewed during the course of an investigation is prohibited from attempting to influence any potential witness while the investigation is ongoing. An employee may discuss his or her interview with a designated representative. The City will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

I. Responsibilities

- (a) Each non-manager or non-supervisor is responsible for:

- 1) Treating all individuals in the workplace or on worksites with respect and consideration.
  - 2) Modeling behavior that conforms to this Policy.
  - 3) Participating in periodic training.
  - 4) Cooperating with the City's] investigations pursuant to this Policy by responding fully and truthfully to all questions posed during the investigation.
  - 5) Taking no actions to influence any potential witness while the investigation is ongoing.
  - 6) Reporting any act he or she believes in good faith constitutes harassment, discrimination or retaliation as defined in this Policy, to his or her immediate supervisor, or department head, or Personnel Officer.
- (b) In addition to the responsibilities listed above, each manager and supervisor is responsible for:
- 1) Informing employees of this Policy.
  - 2) Taking all steps necessary to prevent harassment, discrimination and, retaliation from occurring, including monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
  - 3) Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
  - 4) Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
  - 5) Informing those who complain of harassment or discrimination of his or her option to contact the EEOC or CRD regarding alleged Policy violations.
  - 6) Assisting, advising, or consulting with employees and the Personnel Officer regarding this Policy.
  - 7) Assisting in the investigation of complaints involving employee(s) in their departments and, when appropriate, if the complaint is substantiated,

recommending appropriate corrective or disciplinary action in accordance with these Policies, up to and including termination.

- 8) Implementing appropriate disciplinary and remedial actions.
- 9) Reporting potential violations of this Policy of which he or she becomes aware to the Personnel Officer regardless of whether a complaint has been submitted.
- 10) Participating in periodic training and scheduling employees for training.

## **SEC 1.11 REASONABLE ACCOMMODATION AND INTERACTIVE PROCESS**

### **A. Reasonable Accommodation**

Absent undue hardship or direct threats to the health and safety of employee(s), the City provides employment-related accommodations to:

- (a.) qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions; and
- (b.) employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider; and
- (c.) employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
- (d.) employees who request reasonable accommodation to address a conflict between.

### **B. Supporting Documentation or Certification**

#### **1. Reasonable Medical Documentation of Disability**

If the disability or the need for reasonable accommodation is not obvious, the City may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the agency will: (1) explain the insufficiency; (2) allow the employee or applicant to supplement the documentation; and (3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

#### **2. Medical Certification Indicating the Need for a Reasonable Accommodation or Transfer Due to Pregnancy or Related Conditions**



If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the City will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: (1) a description of the requested accommodation or transfer; (2) a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and (3) the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

### 3. Certification of Victim Status

- (a) An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for his or her safety while at work must provide both of the following:
- (b) A written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
- (c) A certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

## C. Fitness for Duty Examinations

### 1. Applicants

After the City extends a conditional offer of employment to an applicant, the City may require the applicant to submit to a fitness for duty examination that is job-related, necessary for efficient operations of the agency, and required of all applicants for the job classification. The City will notify an applicant or employee who is required to pass a medical and/or psychological examination of his/her right to obtain a second opinion at his/her expense and that he/she may submit such second opinions for consideration.

## 2. Current Employee

The Personnel Officer may require an employee to submit to a fitness for duty examination to determine if the employee has a disability and is able to perform the essential functions of his or her job when there is significant evidence that:

- (a) the employee's ability to perform one or more essential functions of his or her job has declined; or
- (b) could cause a reasonable person to question whether an employee is still capable of performing one or more of his or her essential job duties, or is still capable of performing those duties in a manner that does not harm him or herself or others.

## 3. Role of Health Care Provider

The City may request the applicant's or employee's health care provider to conduct a fitness for duty exam on the applicant or employee, or may request an City-selected health care provider to do so at the City's expense. The City will allow an employee paid time off to attend the exam. The City will provide the health care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the job. The examination will be limited to determining whether the applicant or employee can perform the essential functions of his/her position and any work restrictions and/or functional limitations that apply to the applicant or employee. The health care provider will examine the employee and provide the City with non-confidential information regarding whether:

- (a) The applicant or employee has a disability within the meaning of the California Fair Employment and Housing Act;
- (b) The applicant or employee is fit to perform essential job functions;
- (c) Workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations;
- (d) There are any reasonable accommodations that would enable the employee to perform essential job functions; and
- (e) The employee's continued employment poses a threat to the health and safety of him or herself or others.

Should the health care provider exceed the scope of the City's request and provide confidential health information, without valid consent of the applicant or employee, the City will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that the City has requested.

#### 4. Authorization for Use of Medical Information

During the course of a fitness for duty examination, the City will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

#### 5. Medical Information from the Employee or Applicant

If an employee or applicant submits medical information to the City from his or her own health care provider, the Personnel Officer will not forward that information on to the health care provider who conducted the examination for the City, without the employee or applicant's written authorization. Upon receipt of the written authorization, the Personnel Officer will request the City-paid health care provider to determine whether the information alters the original fitness for duty assessment.

### D. Interactive Process

#### 1. When to Initiate the Interactive Process

The Personnel Officer will initiate the interactive process when:

- (a) An applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s);
- (b) The City otherwise becomes aware of the need for an accommodation through a third party (e.g. a doctor's note requesting an accommodation), or by observation of the employee's work;
- (c) The City becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation;

- (d) An employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider;
- (e) An employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave;
- (f) An employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for his or her safety at work;
- (g) An employee requests an accommodation to address a conflict between religious belief, observance, or practice and any employment requirement; or
- (h) An employer is aware of the need for a reasonable accommodation for an employee's or applicant's religious beliefs, observance or practices.

## 2. Interactive Communication and Potential Accommodations for Applicants or Employees with Disabilities

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the Personnel Officer will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and his or her designated representative, (if any). The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations. The Personnel Officer will document these communications in writing.

Depending on the facts of each case, the interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the individual to retain his or her current job. The process will generally then move on to possible reasonable accommodations in other vacant jobs, for which the individual is qualified, if there is no reasonable accommodation in the current job that does not cause undue hardship, or that does not present a risk of harm to the individual or others. The City will consider accommodations that the applicant or employee suggests, but has the right to select and implement any reasonable accommodation that it deems effective.

## 3. Determination

After the interactive process communications, the Personnel Officer will review the information received, and determine: whether all available information has been reviewed; whether all potential accommodations that the applicant or employee has suggested have been considered; whether additional discussions with the applicant or employee would be helpful; whether the applicant's or employee's preferences have been taken into account; if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming him or herself or others; and if the accommodations would pose an undue hardship on City finances or operations. The Personnel Officer will inform the applicant or employee of his or her determination in writing. The Personnel Officer will use his or her discretion based upon the particular facts of each case.

#### 4. Access to Medical Information Regarding Fitness for Duty

Medical records and information regarding fitness for duty, or the need for an accommodation, will be maintained separately from non-medical records and information. Medical records and information regarding fitness for duty and the need for accommodation will be accessible only by the Personnel Officer, the City's legal counsel, first aid and safety personnel in case of emergency, and supervisors who are responsible for identifying reasonable accommodations. Medical records and information contained therein may be released pursuant to state and federal law.



## **RULE II – CLASSIFICATION**

### **SEC. 2.1 THE CLASSIFICATION PLAN**

The Council upon recommendation of the Personnel Officer and review of the Commission shall create and adjust classes of positions in the classified service which classes shall be known as the "Position Classification Plan of the City of West Covina."

- A. The Council, at any meeting thereof and upon recommendation of the Personnel Officer and review of the Commission, may by resolution, adopted by a majority vote, create new classes or divide, combine or abolish existing classes and may reassign a class from one salary range to another.
- B. All existing positions and all new positions in the classified service created or established by the Council shall be allocated by the Personnel Officer to their proper class in the classification plan.
- C. The classification title of a position shall be used in all official personnel and budget records and transactions.
- D. Whenever in the judgment of the Council it is necessary for the expeditious transaction of the business of the City for a department to employ a person on an emergency or extra help basis in a position for which there is no classification, then the Council may authorize such employment. In such case the Council, on recommendation of the Personnel Officer, shall by motion, fix the amount of compensation, and may determine the minimum qualifications for such additional employees, and shall limit the period of time the position may be allowed.

### **SEC. 2.2 CREATION AND ABOLISHMENT OF POSITIONS**

- A. The Council shall have authority to create and abolish positions in the City service.
- B. The incumbent of an abolished position may be laid off, transferred, or demoted. Such action shall not be subject to the appeal process.

### **SEC. 2.3 AMENDMENT AND MAINTENANCE OF CLASSIFICATION PLAN**

Whenever one or more new positions are under consideration for possible establishment, or whenever because of any revision in organization methods, a significant change of the duties or responsibilities of any existing position is made which may require the reallocation of such position, or whenever a new class is created to which any position may more appropriately be allocated, or whenever because of the abolishment or combination of any existing positions, or classes, an amendment of the classification plan

is required, one or a combination of the procedures stipulated as follows shall be observed:

1. The appointing authority shall report any significant facts relating to such possible changes in writing to the Personnel Officer in the manner prescribed.
2. The Personnel Officer upon written request of any employee, or upon his/her own initiative, after consultation with the head of the department concerned, may undertake an inquiry of the classification of any position.
3. Upon either of the above initiations, the Personnel Officer shall study the assigned duties and responsibilities of any such position and the qualifications required for filling the same, and of the relationship of such position to other classes of positions in the classification plan.
4. On the basis of such investigation, the Personnel Officer shall make a determination as to the appropriate action as follows: (1) no change in allocation of the position; or (2) allocation of the position to a more appropriate class in the existing classification; or (3) the establishment of the new class to which the position would be allocated.
5. The Personnel Officer shall recommend to the Council any change in the existing classes and class specifications he/she deems appropriate. Such proposed changes shall be reviewed by the Commission as provided in these rules.

#### **SEC. 2.4 CLASS SPECIFICATIONS**

- A. The Personnel Officer shall maintain a specification for each class, and such class specifications when approved and adopted by the Council, shall constitute the official specifications of classes in the City service. Such specifications shall be based on a study of the duties and responsibilities of positions in the City services. Each class specification shall set forth the title of the class, class definition, distinguishing characteristics, if necessary, examples of duties, and a statement of qualifications for proficient performance of the work.
- B. The class specification shall be maintained by the Personnel Officer. The specification shall be open to inspection by employees and the public.
- C. Said specifications referred to herein and any modifications or amendments thereto shall be made by a Resolution, duly passed and adopted by the majority vote of the Council.



## **SEC. 2.5    INTERPRETATION OF CLASS SPECIFICATIONS**

The class specifications are descriptive and explanatory and not restrictive. They are intended to indicate the kinds of positions allocated to the various classes and should not be construed as limiting the assignment to the prescribed duties and responsibilities. The use of a particular expression or an illustration as to duties should not be interpreted to exclude others not mentioned that are of similar kind or quantity. The specifications for each class should be considered in its entirety and in relation to other classes in the classification plan. Consideration should be given to the general duties, specific tasks, responsibilities, qualifications desired and relation to other positions determine the kind of employment the class is designed to embrace.

## **RULE III – COMPENSATION**

### **SEC. 3.1 INCREASES WITHIN THE SALARY RANGE**

- A. Classified employees based upon evaluation of performance may be considered eligible for an increase in salary according to the following general plan:
  - 1. The numbers 1, 2, 3, 4, and 5 respectively denote the various merit steps in the pay range.
  - 2. Salary Step “1” will be paid upon initial employment and for a period of six months from the anniversary date.
  - 3. Upon completion of six months of employment in Salary Step “1” where the department head determines the employee has demonstrated satisfactory job performance and the employee receives a performance rating of satisfactory or higher, the employee is eligible for Salary Step “2”.
  - 4. Upon completion of one year of employment in Salary Step “2” where the department head determines the employee has demonstrated satisfactory job performance and the employee receives a performance rating of satisfactory or higher, the employee is eligible for an increase to Salary Step “3.” Any further advancement in salary step(s) shall follow this aforementioned requirement and process.
  - 5. All other advancements in salary step are subject to the consideration and approval by the Personnel Officer/City Manager.
- B. An employee employed or reemployed at any step above step “1” may advance to the next higher step in his/her range no sooner than one year from the anniversary date of his/her employment or reemployment.
- C. On or about thirty (30) days prior to each employee's salary increase anniversary date, the department head shall be advised in writing by the Personnel Officer that the employee will be eligible for a salary increase. For step “2” and above, the department head shall advise the Personnel Officer in writing prior to the employee's salary increase anniversary date whether he/she recommends or does not recommend that the employee be advanced to the next higher step of the range. The Personnel Officer shall notify the Finance Department in writing of all anniversary increases and such notification shall constitute authorization for the Finance Department to make payment to the employee at a higher rate.

### **SEC. 3.2 SALARY ON APPOINTMENT**

- A. Superior Qualifications

New employees shall be appointed at the first step of the salary range to which their class is assigned except when it appears that the education and previous training or experience of a proposed employee are substantially superior to those required of the class and justify a beginning salary in excess of such minimum compensation. Upon recommendation of the department head or appointing authority, the City Manager may authorize an appointment at a higher step. Such department head or appointing authority shall submit his/her recommendation to the Personnel Officer in such form, together with such information as the Personnel-officer may require.

**B. Recruitment Step Advancement**

Upon recommendation of the department head, initial employment at salary step "2" or "3" may be authorized by the City Manager when a particularly difficult recruiting problem for a class is found to exist. In such cases the incumbents in the affected class shall be advanced to the next higher step to the one they are then earning in the case of "2" step recruiting, or to the second higher step in the case of "3" step recruiting. New salary increase anniversary dates for said incumbent employees shall be established based on the date of the salary increase.

**SEC. 3.3 SALARY ON PROMOTION**

Except in instances where the granting of a full step increase would result in a salary in excess of the top step of the range, any employee who is promoted to a position in a class with a higher salary range shall be placed on the step in the new higher range which is at least equal to an advancement of a full step over the step he/she held in his/her former range in the basic salary schedule. If the maximum of the range would be exceeded by such advancement, the employee shall receive the top step of the salary range. An employee thus promoted is assigned to a new salary increase anniversary date effective on the date of promotion. An employee who, on his/her anniversary date is promoted to a class with a higher salary range shall first receive any within range increases to which he/she is entitled, and then the higher step as provided in this section.

**SEC. 3.4 SALARY ON REEMPLOYMENT**

An employee shall be placed at the same salary step or its equivalent that the employee occupied at a time of layoff.

**SEC. 3.5 SALARY UPON REINSTATEMENT POST RESIGNATION**

- A. A reinstated employee shall not receive more than the salary step he/she received prior to his/her separation.

- B. Reinstated employees who were granted an education incentive salary differential prior to termination shall be granted that same salary differential upon reinstatement.

### **SEC. 3.6 SALARY ON TRANSFER**

Any employee who is transferred from one position to another position in the same class, or to another position in a class having the same salary range, shall be compensated at the same step in the salary range as he/she previously received and his/her salary increase anniversary date shall not change.

### **SEC. 3.7 SALARY ON NON-DISCIPLINARY DEMOTION**

Any employee who is demoted to a position in a class with a lower salary range shall have his/her salary reduced to the salary step in the range for the lower class which is the same step he/she would have received in that lower class if his/her services had been continuous in said lower class; he/she shall retain his/her current salary increase anniversary date.

### **SEC. 3.8 SALARY ON CHANGE IN RANGE ASSIGNMENT**

Whenever a class is reassigned to either a higher or lower salary range by the Council, the salary of each incumbent in such class on the date the reassignment is effective shall be adjusted to the step salary position in the new range that corresponds to the step-salary position he/she was receiving in the former range and he/she shall retain the same salary increase anniversary date. When a salary range reassignment becomes effective on the same date as an employee's salary increase anniversary date, he/she shall first receive any within range increase to which he/she is entitled and then receive his/her corresponding step adjustment.

### **SEC. 3.9 SALARY ON REALLOCATION OF POSITION**

- A. If the position is reallocated to a class having the same salary range, the salary and the salary increase anniversary date of the incumbent shall not change.
- B. If the position is reallocated to a class which has a higher salary range, then the salary of such employee who shall fill such position shall be governed by these rules, Specifically Sec. 3.4, Salary on Promotion.
- C. If the position is reallocated to a class with a lower salary range, and the employee's salary exceeds the top step of the class to which his/her position is reallocated, his/her salary shall not change until it is exceeded by the top step of the class. The employee's salary increase anniversary date shall not change.

### **SEC. 3.10 SALARY ON DEMOTION**

Any employee who is demoted to a position in a class with a lower salary range shall have his/her salary reduced to the salary step in the range for the lower class which is:

- A. If a disciplinary demotion, to any designated salary step in the lower salary range which is at least one step less than that received in the salary range for the class from which demoted. A new salary increase anniversary date shall be established on the basis of the demotion.
- B. If a non-disciplinary demotion, to that salary in the dollar amount he/she would have received in that lower class if his/her services had been continuous in said lower class, he/she shall retain his/her current salary increase anniversary date.

### **SEC. 3.11 MONTHLY SALARY**

Monthly salary rates are based on a 40-hour workweek and no authorization may be made for a non-exempt employee to work less than said workweek without a directly proportionate decrease in compensation.

### **SEC. 3.12 SPECIAL SALARY ADJUSTMENTS**

Notwithstanding anything in these rules to the contrary, the Council may by a four-fifths vote, upon recommendation of the department head or appointing Authority and the Personnel Officer, adjust the salary rate of an incumbent of a particular position to any step within the salary range for the class to which the position is allocated.

## **RULE IV – APPLICATIONS, RECRUITMENT, AND EXAMINING**

### **SEC. 4.1 CONDITIONS OF EMPLOYMENT**

- A. The City shall have the right to require all applicants to complete and submit any applications, agreements, or statements pertinent to their employment, as stipulated by decision of the City Council.
- B. All applicants for positions in the classified service shall be subject to an appraisal of their qualifications as provided in the Personnel Rules.
- C. Basic Requirements of Applicants
  - 1. No requirements as to residence in the City shall be made for any candidate at the time of his/her application, notwithstanding the fact that residence within the City or adjacent area may, at the discretion of the Council, be required of a regular employee.
  - 2. Job applications shall require information describing an individual's training, experience, and other pertinent information as deemed necessary to assess qualifications for the job. Applicants may be required to provide supplementary information, including but not limited to: answers to job-related questions; resume; licenses; certifications; diplomas; letters of recommendation; and references. All applications must be completed in full and signed, physically by the person applying. The Personnel Officer will not process any application which is not fully completed and signed. Should an applicant be appointed to a position, the supplemental information shall become a part of the individual's permanent employment records.
- D. Loyalty Oath

Employees are required to sign a loyalty oath as prescribed by law.

### **SEC. 4.2 REQUEST TO FILL VACANCIES**

When a position is to be filled, the appointing authority shall notify the Personnel Officer and make a written request on the applicable form to fill the vacancy and provide such information as is required. The Personnel Officer shall advise the appointing authority as to the availability of persons for employment in the position.

### **SEC. 4.3 ANNOUNCEMENT AND APPLICATIONS**

The Personnel Officer will prepare a job announcement to announce a proposed recruitment. The announcement may be posted on the City's website and other locations

the Personnel Officer deems appropriate, depending upon whether the recruitment is open to the public or current employees only. The announcement will include:

- A. The title and pay for the position;
- B. The nature of the work to be performed and essential job duties of the position;
- C. The minimum qualifications, including whether the job is a promotional position;
- D. A statement of the employment status of the position – for cause or at-will;
- E. The last date that the Personnel Officer will accept applications, if any;
- F. The time, place, and type of the examination, if known, and if a medical examination, and/or a drug screen will be required following a conditional offer of employment; and
- G. Such other information as determined in the discretion of the Personnel Officer.

#### **SEC. 4.4 DISQUALIFICATION OF APPLICANTS BY PERSONNEL OFFICER**

- A. The Personnel Officer may disqualify any applicant either before or after examination for any of the following causes:
  - 1. Applicant is substantially lacking in any of the minimum qualifications or requirements set forth in the Personnel Ordinance, the Classification and Salary Resolution, the official class specifications for the class in which he/she is applying, or in the Personnel Rules.
  - 2. Application is received after the application deadline.
  - 3. Applicant has made a false statement or omission of any significant material fact, or practices or attempted to practice any deception or fraud in his/her application, examination, or appointment.
  - 4. For any material cause which, in the judgment of the Personnel Officer, would render the applicant unfit for the particular position for which the application is filed.
- B. Criminal Conviction Check

After the City makes a conditional offer of employment, the Personnel Office may then request information about criminal convictions, except for misdemeanor marijuana-related convictions that are over two years old, or convictions that have been judicially sealed, eradicated, or expunged. Unless required by law, the City

will not deny employment to any applicant solely because he or she has been convicted of a crime. The City may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position. This Policy does not apply to applicants for public safety jobs.

C. Notice of Rejection

Whenever an applicant is rejected, notice of such rejection shall be mailed or emailed to the applicant by the Personnel Officer.

D. Incomplete or Defective Applications

Incomplete or defective applications may be corrected, provided the time limit for receiving applications has not expired at the time the application is corrected by the applicant.

## **SEC. 4.5 EXAMINATIONS**

A. Responsibility to Examine

1. The Personnel Officer will determine the manner and methods of administering examinations for classes of positions within the City's service.
2. The Commission shall review the examination programs as provided in the Personnel Ordinance. The City Council may, upon recommendation by the Personnel Officer and Commission, contract with any responsible personnel agency for the performance of such technical examination services as may be desired.

B. Need for Examinations

The Personnel Officer shall determine when examinations are necessary. If there is a vacancy or one is anticipated, procedures governing an examination will be conducted as soon as practicable to establish or supplement an employment list.

C. Subject and Methods of Examinations

The examination content shall be determined or approved by the Personnel Officer, and at his/her discretion, the method of examining applicants may involve:

1. Examinations may consist of: written tests; oral tests; performance tests; evaluations of prior training and performance, experience and/or education; interviews; working style assessments; practical exercises; file review; or any combination thereof. The content of all examinations will be job-related



and designed to test knowledge, skills or abilities that help predict successful completion of job duties.

2. A physical, medical, and/or psychological test may be made a part of any examination. Appointments to certain positions may be made contingent upon the applicant/employee passing a drug/alcohol test, and/or job-related medical and/or psychological examination. Such examination shall only be required after a conditional offer of employment has been made. Such tests shall be made at the City's expense, by a duly licensed health care provider.
3. Applicants who meet the minimum qualifications and pass all examinations may be subject to a background and/or reference check. It shall be conducted at the City's expense.
4. In examinations where appropriate, the education, experience, qualifications and other pertinent information about the candidates may be evaluated by a Qualifications Appraisal Board consisting of at least two Board members, and all members shall, during their review, be cognizant of the criterion to be consistently applied to the review of every application. If possible, at least one of the members shall be technically familiar with the character of the work in the position for which the applications will be examined. The weight to be given the evaluation of the above shall be determined by the Personnel Officer.
5. Failure in one part of the examination, or the failure to meet established standards described in the job announcement, may be grounds for declaring such applicant as failing in the entire examination. Each applicant will be notified by mail whether he or she will continue in the examination process.
6. Job applicants upon receipt of a conditional offer (with the exception of police officer positions) shall submit their fingerprints through Live-Scan to obtain criminal history record information.

D. Open and Promotional Examinations

1. Examinations may be specified by the Personnel Officer as promotional only, as open only, or as both open and promotional. It shall be the policy of the Personnel Officer and the Commission to encourage the general practice of promotion within the City service wherever in their view a sufficient number of fully qualified candidates are available and such policy will contribute to a sound and efficiently operating City organization.

2. All examinations which are to be held on either promotional only or on both open and promotional basis, shall be so designated on the examination bulletin.
3. Employees shall be entitled to compete on a promotional basis in the promotional examination provided that they meet the requirements of the class for which the examination is to be held.

E. Conduct of Examinations

1. The Personnel Officer shall determine or approve the manner and methods of preparation of examinations, and by whom they are to be administered. The identity of persons taking written examinations shall remain confidential until after the examination papers of all applicants are marked and a passing score established.
2. Test Review by Candidates
  - a. Within five working days of the date of an examination, candidates may file a request with the Personnel Officer or designee to inspect a keyed copy of the written or practical examination.
  - b. Key inspection of the written or practical examination key shall be at such time and place and under such conditions of supervision as the Personnel Officer or designee shall require. Candidates will not be permitted to copy examination items except to take notes on the one or several under question.
  - c. Within ten calendar days of the examination date, a candidate may submit a written protest to any item(s) in the written or practical examination only. Protests should cite authorities or references, in support and/or reason for challenge to item in sufficient detail to enable the Personnel Officer or designee to understand the objection and to complete any research which is necessary to evaluate the soundness of the protest. Protests based purely on personal opinion without cited authority may not be entertained by the Personnel Officer or designee.
  - d. Upon timely receipt of the protests, the Personnel Officer or designee shall review the basis for the protests, consulting with subject authorities as appropriate, and make a determination that the item(s) shall stand as keyed, be eliminated from the test, or that the key be modified and test shall be scored or rescored accordingly. In any case, the protestant shall be notified of the Personnel Officer or designee's decision.

3. Normally, scoring of tests will not be completed pending disposition of protests. However, as the needs of the service may require filling vacancies from employment lists, tests may be scored and other parts of the examination, certification and appointment process completed prior to receipt of or City's response to protests. Appointments so made are not subject to any challenge or appeal should subsequent test rescoring based on a protest alter the rank order of the employment lists.

4. Veteran's Preference

Honorable discharged veterans of the Armed Forces of the United States, will be given a veteran's preference of five points, which shall be added to the earned total passing examination score in examinations for entrance level positions into the classified service. No veteran's preference points shall be credited to any veteran's scores on any promotional examination. The words, "Armed Forces of the United States" apply only to the actual Armed Forces of the United States and to members of the National Guard and State Militia only while called into and on active duty as part of the Armed Forces of the United States. A person must have completed his/her required military duty and have in his/her possession an Honorable discharge to obtain the Veteran's Preference. No applicant will be displaced as a result of another receiving Veteran's preference.

5. Each candidate who participates in an examination shall be sent written notice of the results of such examination, and if successful, of his/her final earned certification category on the employment list.

- F. Rating

Reliable measurement techniques and procedures shall be used in rating the results of tests and in determining the relative ranking of the candidates. At the discretion of the Personnel Officer, failure on any part of an entire examination, may be grounds for declaring that the applicant has failed the entire examination, or that he/she is disqualified for subsequent parts of the examination. The Personnel Officer may also designate any part of an examination as qualifying only, and no numerical weight need be assigned to passing scores in said part.

- G. Appeals to Commission

1. The Commission shall consider appeals from final ratings in any examination only after such appeals are heard by the Personnel Officer and-denied, where candidates allege noncompliance with Personnel Rules.
2. Appeals must be in writing and include information considered by the Personnel Officer. Upon receipt of such appeals the Commission shall

conduct such hearings and investigations as it deems necessary and if it finds the allegations of the appellant to be matters of fact, it shall recommend corrective action to the City Manager.

## **RULE V – ELIGIBILITY LISTS**

### **SEC. 5.1 TYPE OF LISTS**

- A. Promotional Only
- B. Open and Promotional
- C. Open Competitive Only

### **SEC. 5.2 ESTABLISHMENT OF ELIGIBILITY LISTS**

- A. Upon scoring of all examination components, the Personnel Officer shall prepare an eligible list of persons with passing grades. Starting with the highest score, the names of eligibles shall be placed on the list in order of their final ratings. If some eligibles have identical ratings, they shall be grouped as one standing for certification purposes. If two or more eligibles have the same total percentage standing on the eligibility list, they shall be ranked in order of their scores in that portion of the examination having the greatest weight. In case this fails to break the tie, the eligible who first filed their application shall be listed first.
- B. If the examination was given on both a promotional and open competitive basis, two lists shall be formed. In case of tied scores, both applicants shall receive similar treatment which shall include certification at the same time, notwithstanding that such action may require an exception to any of these rules pertaining to numbers of persons certified.

### **SEC. 5.3 DURATION OF LISTS**

- A. Eligibility lists shall become effective upon the Personnel Officer's certification of the lists..
- B. If a background investigation is required, applicants shall be referred to the Police Department according to relative performance and certified to the Eligibility List by the Personnel Officer upon successful completion of the background investigation.
- C. The review of the eligibility lists shall be included in the minutes of the Commission.
- D. Eligibility lists shall be effective for a period of one year from the date of their establishment, provided that the Personnel Officer may extend the period not to exceed twelve (12) months. The Personnel Officer may abolish an eligibility list at any time and for any reason before the expiration date of the one-year period and request a new examination and preparation of a new eligibility list for any class of position.

#### **SEC. 5.4 REMOVAL OF NAMES FROM ELIGIBILITY LIST**

The Personnel Officer may remove the name of any eligible applicant from an eligibility list:

- A. On evidence that the eligible applicant cannot be located by postal authorities. Failure to reply within five (5) working days to a letter requesting information as to availability for appointment, or failure to notify the Personnel Officer of any change of address resulting in the return of letters without forwarding by the U.S. Post Office, will be considered grounds for removal. On submission of a request from the applicant giving acceptable reasons as to why the notice was not returned or change of address not filed, the Personnel Officer may restore the name of an eligible candidate to the eligibility list.
- B. Upon receipt of a written statement from the eligible applicant declining appointment and stating that he/she wishes his/her name to be removed from the employment list.
- C. If two offers of regular full-time employment in the class for which the eligibility list was established have been declined by the eligible applicant.
- D. Upon request of the appointing authority after a determination has been made by the Personnel Officer that the candidate does not meet job related standards.

#### **SEC. 5.5 ELIGIBILITY LIST PRIORITY**

Priority for consideration for employment shall be given to the various eligibility lists in the following order: Reemployment Lists, Promotional Lists, and Open Competitive Lists.

- A. The reemployment list for any position shall consist of the names of regular employees who have been laid off for lack of work or lack of funds from a position in the same class or an equivalent class to that in which the vacancy exists. Such names shall be placed on the reemployment lists in reverse order of layoff. Employees whose positions have been reallocated to a lower class, but who have not been demoted for cause shall also have their names placed on the reemployment list for the class from which their position was reallocated.
- B. Promotional lists shall consist of the names of regular employees who have been successful in a promotional examination for a higher class than that which they presently occupy. Probationary employees who compete in a promotional exam process will be certified after completion of initial probationary processes.

- C. Open competitive lists shall consist of the names of persons not employed by the City who have been successful in an examination or of employees of the City who have passed the examination, but have not yet attained regular status; or in the case where an examination has been designated as open competitive, only the names of all passing candidates whether regular employees, non-regular employees, or persons not employed by the City, shall be placed on the list in order of their scores.
- D. Promotional lists and open competitive lists shall be created as a result of examination as provided in these rules. The names of probationary employees who are laid off for lack of work or lack of funds may be restored to the same eligibility list from which the original appointment was made and in the same rank or category as when the original appointment was made if it is so requested by the appointing authority.

## **SEC. 5.6 CERTIFICATION FROM ELIGIBILITY LISTS**

Appointments shall be made from certified eligibility lists in accordance with the following provisions:

- A. If a reemployment list exists for the class, the Personnel Officer shall select the highest number of names from the list as the Personnel Officer deems necessary for the certified eligibility list for each vacancy to be filled.
- B. If no reemployment list exists for a class, the Personnel Officer shall select the highest number of names from the promotional list as the Personnel Officer deems necessary for the certified eligibility list for each vacancy to be filled.
- C. If no reemployment list or promotional list exists, the Personnel Officer shall select the highest number of names from the open competitive list as the Personnel Officer deems necessary for the certified eligibility list for each vacancy to be filled.
- D. When all eligibility lists for a class contain a total of fewer than the number of vacant positions plus two, the appointing authority may, at its discretion, make provisional appointments until additional names are secured through another examination.

## **SEC. 5.7 AVAILABILITY OF ELIGIBLES**

It shall be the responsibility of eligible applicants to notify the Personnel Officer in writing of any change of address or other change affecting availability for appointment.

## **RULE VI – APPOINTMENTS – PROMOTIONAL/ACTING/REINSTATEMENT/LIMITED SERVICE**

### **SEC. 6.1 APPOINTMENT OF NEW EMPLOYEES**

The original hire date of a new employee shall be that of the first day actually worked.

### **SEC. 6.2 PROVISIONAL APPOINTMENTS**

1. It shall be the policy of the City to require all department heads and other appointing authorities, whenever possible, to notify the Personnel Officer of impending or anticipated vacancies in their departments sufficient in advance so as to allow for the establishment of an appropriate open competitive or promotional eligibility list. However, when the demands of the services are such that it is not practicable to give such notification and when no eligibility list or appropriate combination of lists with seven or more names is available, and if it is not practicable to delay appointment until a new eligibility list can be certified, the appointing authority may make a provisional appointment to the position. As soon as practicable, but not longer than six (6) months after a provisional appointment has been made, the Personnel Officer shall cause an examination to be prepared, and all positions filled provisionally shall be filled by an appointment from an employment list.
2. In the absence of appropriate eligibility lists, a provisional appointment may be made by the appointing authority of a person meeting the qualifications for employment for the position. An eligibility list shall be established within six months for any regular position filled by provisional appointment. No person shall be employed by the City under provisional appointment for a total of more than six (6) months or 960 hours in any fiscal year except that the City Manager extend the period of any provisional appointment for not more than ninety days by any one action and shall exceed a total of twelve months. However, any extension provided shall not total more than 960 hours in any fiscal year.
3. A person appointed to a regular position from a provisional appointment shall not be entitled to credit for the time served under the provisional appointment toward the completion of his/her probationary period and shall be entitled to the same salary and other benefits as an employee appointed from an eligible list except that he/she may not be employed under the provisional appointment for longer than the period authorized herein.



4. No special credit shall be allowed in any examination or the establishment of any employment or promotional lists for services rendered under a provisional appointment.

### **SEC. 6.3 ACTING APPOINTMENTS TO A HIGHER CLASS**

An acting appointment may be made to a higher class or position occupied by a person on temporary leave or disability, such acting appointment shall not exceed 12 months. Acting appointments shall be made from existing promotional lists. Should no promotional eligibility list exist, acting appointments shall be made in accordance with the provisional appointments section of the Personnel Rules. Upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume regular duties, compensation and privileges as if he/she had continued his/her duties in his/her regular classification. An acting appointment to a higher class or position in a vacant position shall not exceed 960 hours in a fiscal year.

### **SEC. 6.4 REINSTATEMENT POST RESIGNATION**

The appointing authority may, with the approval of the Personnel Officer, reinstate any person who has resigned in good standing, provided that such reinstatement is accomplished within one (1) year of the date of resignation. Such reinstatement action may, at the discretion of the appointing authority, take precedence over any eligibility list except a reemployment list. Any person so reinstated shall be subject to a new probationary period of the same length as established for new appointees to a position in the class. Reinstated Police Officers shall be subject to a probationary period of twelve (12) months.

Any employee who accepts a voluntary demotion from a class in which he/she had regular status may be reinstated to the class from which he/she was demoted, provided such reinstatement is accomplished within one (1) year of the date of demotion. Such reinstatement action may, at the discretion of the appointing authority, take precedence over any eligibility list except a reemployment list. Any person reinstated shall be subject to a new probationary period of the same length as established for new appointees to a position in the class.

### **SEC. 6.5 TRANSFER**

A. Approval of the Personnel Officer

With the approval of the Personnel Officer, an employee may be transferred by the appointing authority from one position to another position in the same class or a comparable class at the same salary level. If such transfer involves a change from the jurisdiction of one appointing authority to that of another, both must consent thereto before the action shall be considered effective, except if the City Manager shall order the transfer, such consent shall not be required.

B. Notification

Whenever possible an employee being considered for transfer shall be notified within a reasonable period in advance of the effective date of such contemplated transfer and his/her wishes with respect to this action shall be taken into account to whatever extent practicable, consistent with the interest of efficient operations of the departments concerned.

**SEC 6.6 EMPLOYMENT OF RELATIVES, SPOUSES, DOMESTIC PARTNERS**

A. Policy

The City regulates the employment and placement of relatives, spouses, and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision, and morale.

B. Definitions

- (a) "Relative" means child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.
- (b) "Spouse" means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law.
- (c) "Supervisory relationship" means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to his or her City appointment.

C. Employment of Relatives

The City will not appoint, promote or transfer a person to a position within the same department, division, or facility in which the person's relative already holds a position, if any of the following would result:

- (a) A direct or indirect supervisory relationship between the relatives;
- (b) The two employees having job duties which require performance of shared duties on the same or related work assignment;
- (c) Both employees having the same supervisor; or
- (d) A potential for creating an adverse impact on supervision, safety, security, morale or efficiency.

#### D. Spouses or Domestic Partners

The City will not appoint, promote, or transfer a person, to the same department, division, or facility in which the person's spouse or registered domestic partner already holds a position, if such employment would result in any of the following:

- (a) One spouse or domestic partner being under the direct supervision of the other spouse or domestic partner; or
- (b) Potential conflicts of interest or hazards for married persons or those in domestic partnership which are greater than for those who are not married or in domestic partnerships.

#### E. Marriage or Domestic Partnership After Employment

- (a) **Transfer:** If two City employees who work in the same department later become spouses or domestic partners, the Personnel Officer has discretion to transfer one of the employees to a similar position in another department, or modify the work schedule of one of the employees. Although the wishes of the two employees will be considered, the Personnel Officer retains sole discretion to determine which employee will be transferred based upon City needs for supervision, safety, security or morale. Any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.
- (b) **Separation:** If continuing employment of both employees, who work in the same department and who later become spouses or domestic partners, cannot be accommodated in a manner the Personnel Officer finds to be consistent with the City's interest in the promotion of supervision, safety, security, or morale, then the Personnel Officer retains sole discretion to separate one employee from City employment. Absent the resignation of one employee, the less senior employee will be separated. Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary procedural due process or appeal.

## **RULE VII – PROBATION**

### **SEC. 7.1 PROBATIONARY STATUS**

- A. Any persons, other than those specified as unclassified, holding positions of employment in the classified service shall be regarded as holding their position or employment at-will. A probationary employee shall serve out the balance of his or her probationary period before obtaining regular status.
- B. During the probationary period the employee may be rejected at any time with or without cause or reason, without notice or right of appeal or grievance.

### **SEC. 7.2 PROBATIONARY PERIODS**

- A. The probationary period shall not include time served under a temporary appointment, but shall include time served as a provisional employee. Periods of time on leaves longer than 30 days require that the probationary period be extended a period of time equal to the amount of time spent on leave.
- B. Length of Probationary Period
  - 1. With the exception of police officers and firefighters, all original and promotional appointments shall be for a probationary period of twelve (12) months.
  - 2. Probationary Period-Transfers

Whenever a transfer is made, at the initial request of the employee, the transfershall be subject to the employee satisfactorily completing a six (6) month probationary period provided that there are six months left in the period.
  - 3. Extension of Probationary Period

At the discretion of the appointing authority, any employee serving a probationary period may at the conclusion of such period have his/her probationary period extended for an additional six (6) months, but for no longer. Prior to the end of the probationary period, the appointing authority shall notify the Personnel Officer of such contemplated extension of the probationary period.

### **SEC. 7.3 REGULAR STATUS**

- A. An employee's status shall be considered regular upon completion of the probationary period only if the appointing authority reports to the Personnel Officer that the services of the employee have been satisfactory, the employee is recommended for regular status, and upon the employee having received written notification from the Personnel Officer of regular status and completion of the probationary period.
- B. If recommendation is made for rejection of the probationer by the appointing authority, he/she shall notify the Personnel Officer indicating the individual did not meet conditions of probation.

#### **SEC. 7.4 REJECTION DURING PROBATIONARY PERIOD OF PROMOTED EMPLOYEES**

- A. An employee rejected during the probationary period from a position to which he has been promoted shall be reinstated to the position from which he/she was promoted, unless he/she is discharged for cause, as provided in this division and the rules, which would have been sufficient to cause his/her discharge from his/her former position. In such case, the employee shall be entitled to appeal his/her dismissal as provided in these rules.
- B. Employees promoted to a higher class while on probation in a lower class and who subsequently fail to perform satisfactorily in the promoted position will be entitled to return to their former position provided the position is vacant or has not been eliminated.

## **RULE VIII – PERFORMANCE EVALUATIONS**

### **SEC. 8.1    POLICY**

It is the policy of the City that regular reports be made as to the efficiency, competency, conduct and merit of its employees. To this end, it is the responsibility of the City Manager, the department heads and their subordinate supervisors that these ratings be made. It is the responsibility of the Personnel Officer to provide and prescribe the forms and procedures to be used in such reports of performance and to assist in the training of supervisory personnel so that the performance reporting will be carried on in a consistent and effective manner.

### **SEC. 8.2    AUTHORITY TO MAKE REPORTS**

The appointing authority shall have the authority to prepare reports of performance. He/she may, however, delegate said authority to such subordinate supervisory employees who are most familiar with the work of their subordinate employees , provided that he/she shall review and approve all performance evaluations of personnel under his/her jurisdiction.

### **SEC. 8.3    TIME FOR REPORTING**

#### **A.     Probationary Employees**

Within ten (10) days prior to the completion of every three (3) months during the probationary period, the department head shall furnish the Personnel Officer with a report as to the progress and performance of the probationary employee, a copy of which shall also be furnished to the probationary employee .

#### **B.     Regular Employees**

A performance evaluation for a regular employee shall be prepared and received within thirty (30) days after his/her anniversary dates. The employee's anniversary date is the employee's date of hire except for employees who have been promoted, in which case a performance evaluation shall be completed on the anniversary of the employee's date of last promotion. In addition, the employee may be given a report of performance at any other time during the year upon his/her request or at the discretion of the appointing authority. Further, any employee who has been rated "improvement needed" or "unsatisfactory" shall be reported on again three (3) months from receiving such rating and again three (3) months subsequent to that.

## **SEC. 8.4 SALARY ON NON-DISCIPLINARY DEMOTION**

It is acknowledged that one of the prime benefits of a sound performance rating system is that it can bring together the employee and his/her supervisor in a frank and constructive discussion and appraisal of the employee's work and the specific ways in which it may be improved. Therefore, each performance report shall be thoroughly discussed with the employee with this view in mind. The employee shall sign the report to acknowledge its contents. Such signature shall not necessarily mean the employee endorses the content of the report.

## **SEC. 8.5 DISTRIBUTION OF REPORTS**

Three (3) copies of the performance evaluation shall be prepared. After review and approval of the appointing authority, one (1) copy shall be retained by him/her for his/her files, one (1) copy provided to the employee, and one (1) copy shall be transmitted to the Personnel Officer. The Personnel Department copy shall be maintained in the employee's personnel file.

## **SEC. 8.6 PERFORMANCE RATINGS**

### **A. Effects of "Improvement Needed" and "Unsatisfactory" Ratings**

1. Any employee who receives an "unsatisfactory" or "improvement needed" rating will not be eligible to be appointed to any promotional list until a satisfactory rating is established.
2. Any employee who receives an "unsatisfactory" or "improvement needed" rating will not receive any 5th step merit salary increase during the period following the report in which the "unsatisfactory" or "improvement needed" rating is effective. If an employee receives one "improvement needed" rating and subsequently is granted a merit or length of service salary increase, due to a satisfactory rating within the year following his/her "improvement needed" or "unsatisfactory" rating, such increase shall be withdrawn if his/her next report of performance contains a rating of "improvement needed" or "unsatisfactory." Nothing herein shall prohibit an appointing authority from removing the "5" merit step when performance no longer qualifies an employee for it.

3. In any case, where an employee is rated “unsatisfactory” on two (2) consecutive occasions or “improvement needed” on three (3) consecutive occasions, further disciplinary action shall be taken by the appointing authority as provided for in these rules, if such action has not already been taken.
4. If an employee who has been denied a merit salary increase improves his/her performance to such extent that the appointing authority believes it is justified, he/she shall indicate the improvement on the report of performance form and may specifically recommend the restoration of any merit increment withheld and or merit increase anniversary date changed under the provisions of this rule.

B. Protest of Ratings

In any case of protest to an overall rating in a report of performance, the provisions of Rule XV shall apply provided, however, that the decision of the City Manager shall be final.



## **RULE IX – HOURS OF WORK/OVERTIME/COMPENSATORY TIME**

### **SEC. 9.1 POLICY**

It is the policy of the City that the hours of work, as negotiated by unit or determined by the City Council for non-represented employees, shall constitute a week's work for all full-time employees, except that work days and work weeks of a different number of hours may be established in order to meet the varying needs of the different City Departments.

### **SEC. 9.2 DAILY HOURS OF WORK**

Daily hours of work or shifts for employees within departments shall be assigned by department heads as required to meet the operational requirements of said departments. The normal work shift for non-public safety employees and certain designated safety employees may be eight hours per day, nine hours per day, ten hours per day, twelve hours per day, or twelve and one-half hours per day as determined by the department. Fire suppression employees have a work shift of 24 hours.

### **SEC. 9.3 CHANGE IN WORKING HOURS**

Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be cleared through the office of the Personnel Officer, and such absence shall be noted on the employee's time sheet.

### **SEC. 9.4 HOLD-OVER COMMUNICATIONS**

When conditions necessitate, employees in the Communications Department and sworn employees in the Police Department shall be required on a mandatory basis to hold over past the end of their normal shifts and or to be called back to work during their off-duty time. Such action shall be taken during emergency situations as determined by the department head, including when staffing drops below department set minimum levels.

Approved overtime for Fire Department employees entitled to it also shall include time worked in excess of a regular scheduled shift, to be compensated on the basis of 15-minute increments.

### **SEC. 9.5 FIRE SUPPRESSION**

- A. In the Fire Department, employees classified as Firefighter, Firefighter/Paramedic, Fire Engineer, Fire Captain, and Assistant Fire Chief, will normally serve on the 3-

platoon system; each platoon is required to work 121.75 regularly scheduled 24-hour shifts per year.

- B. Each Fire Department employee classified as a Firefighter, Firefighter/Paramedic, Fire Engineer, Fire Captain and Assistant Fire Chief normally work a total of 2922 hours per year (56.19 hours per week).

## **SEC. 9.6 OVERTIME**

It is the policy of the City of West Covina to avoid the necessity for overtime work whenever possible. However, when overtime is necessary and approved by the department head, payment will be at time and one-half for all hours worked in excess of the normal daily work shift.

Fair Labor Standards Act ("FLSA") overtime is defined as all hours worked by nonexempt employees in excess of 40 hours in an established workweek.

### **A. Overtime Authorization**

1. If in the judgment of the department head, work beyond the established workweek is required by his/her employees, such work, except in the case of immediate emergency, shall be performed only with the prior authorization of the supervisor. Performing overtime work without prior authorization is grounds for discipline.
2. In emergencies, where prior authorization cannot be issued, the employee shall make a request department head shall obtain approval for the overtime worked at the earliest opportunity thereafter, in no case to exceed five calendar days after the day in which the overtime is worked.
3. An emergency shall be construed as an unforeseen combination of circumstances, which calls for immediate action, where life, health, safety, welfare, or security are involved.

### **B. Management Overtime**

No department head, assistant department head, or exempt first-line supervisor shall be entitled to any compensation for overtime work except as provided in the applicable memorandum of understanding.

C. The City has established different FLSA work weeks and work periods to correspond to the various work schedules as follows:

1. Police Representation Unit – Law enforcement personnel are subject to the work period under the 7(k) exception to FLSA.
2. Fire Representation Unit – Fire suppression personnel are subject to the work period under the 7(k) exception to FLSA.
3. Work Week for 5/8 and 4/10 Work Schedule – The 7-day work week shall be fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods that begins on Sunday at 12:00 and ends on Saturday at 11:59 p.m.
4. Work Week for 9/80 Work Schedule – 7 day work week shall be a fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods as follows:

Employees working a 9/80 work schedule will have a regular day off every other week as determined by the City. For such employees working a 9/80 work schedule, each employee's designated work week shall begin exactly four hours after the start of his/her eight hour shift on the day of the week that corresponds to the employee's alternating regular day off.

Work Week for 3/12 Work Schedule — 7-day work week shall be a fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods as follows:

Employees working a 3/12 work schedule will have a regular day off every other week as determined by the City. For such employees working a 3/12 work schedule, each employee's designated work week shall begin exactly four hours after the start of his/her eight hour shift on the day of the week that corresponds to the employee's alternating regular day off.

## **SEC. 9.7 COMPENSATORY TIME OFF**

- A. Upon the approval of his/her supervisor, an employee, other than fire safety employees, may elect to receive compensatory time off in lieu of pay for overtime hours worked. Such compensatory time off shall be credited to the employee's

account on a time and one-half basis; i.e., one and one-half hours for each overtime hour worked.

- B. Once compensatory time off is selected and approved by the department head, the employee may not request cash payment. Upon separation, an employee shall be paid for accumulated compensatory time.
- C. The department head may set individual employee accumulation ceilings and procedures based on the needs of the department. These individual employee accumulation ceilings may not exceed the maximum limits set forth in employee's Memoranda of Understanding
- D. Department management will endeavor to schedule compensatory time off to the mutual satisfaction of employee and department unless the use of CTO on the day requested will cause undue disruption to department operations

## **RULE X – LEAVES**

### **SEC. 10.1 TIME OFF BENEFITS FOR SHIFT EMPLOYEES**

Holidays, vacations, sick leave, and other similar "time off" benefits granted City employees by these rules will be provided to all employees at the rate of eight (8) hours regardless of actual length of work day shift, unless otherwise stated in these rules or applicable MOU.

### **SEC. 10.2 HOLIDAYS**

#### **A. Class I Holidays for all Employees**

1. Recognized holidays for all officers and employees shall be: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. However, on any day appointed by the President or by the Governor as a special or limited holidays, City offices shall be open and shall function in their normal and usual manner, and all other public functions shall be performed as on days which are not holidays.
2. A special or limited holiday is hereby defined as a holiday applying only to a special class or classes of business, or a special class or classes of persons and not appointed to be generally observed throughout the state by all classes of business and all classes of persons. The West Covina City Hall will remain open on all limited holidays unless the Council takes official action to close it.

#### **B. Class II Holidays**

Class II Holidays are specified in the applicable Memoranda of Understanding.

#### **C. Observation of Saturday and Sunday Holidays**

For those employees whose normal work week is Monday through Friday, when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. For all other employees, when a holiday falls on a regularly scheduled day off, the employee shall be entitled to straight time compensation for the holiday. This compensation

can be taken as either compensatory time or pay, at the discretion of the employee.

**D. Compensatory Time for Holidays**

Any employee whose regular schedule requires him/her to work on a holiday shall be given compensating time off for such work or paid the straight daily equivalent of his/her salary at the discretion of the department head.

**E. Exception to Holiday Benefit**

This section shall not apply to any employee hired on a part-time temporary, extra help, hourly, or daily basis. A temporary employee who is filling a full-time position, during the absence of a regular employee on military leave of absence for military duty, shall be entitled to the same holidays as a regular employee.

**F. Employees are eligible to receive credit for holidays only if they are in "paid status" on the regularly scheduled work day or shift immediately preceding the holiday and the regularly scheduled work day or shift immediately following the holiday. "Paid status" includes vacation, sick leave; compensatory time, injured on duty, etc.**

**SEC. 10.3 FLOATING HOLIDAY LEAVE**

**A. With the exception of Police Lieutenants and Fire Battalion Chiefs, all management/confidential employees, and employees in the general, maintenance, and communications representation units are entitled to 40 hours per calendar year as floating holiday leave time, which is usable subject to the approval of the department head or the designated authority. Floating holiday leave becomes usable on January 1 of each calendar year and must be used by December 31 of the same calendar year. Floating holiday leave time may not be carried over into the next calendar year nor may the hourly equivalent be paid in lieu of time off.**

**B. Floating Holiday Leave – New Employees**

New employees are not eligible to use floating holiday leave until they have been continuously employed with the City for a period of one month.

New employees appointed after the beginning of the calendar year are entitled to floating holiday leave days at a rate of 1.54 hours per pay period of employment.

C. Floating Holiday Leave – Reinstated Employees

Reinstated employees shall receive credit for all prior service in the current year in ascertaining the number of days/hours usable and when they may be used.

D. Floating Holiday Leave – Terminating Employees

1. Terminating employees who have not used all the floating holiday times that they are entitled to shall be paid off at the rate of 3.33 hours per month of employment in the current calendar year. If the employee's termination date is after the 18th of the month, the employee will receive credit for that month.
2. If terminating employees have taken more floating holiday leave time than they are entitled to, the amount of time taken in excess shall be deducted from vacation, sick leave pay-off, or salary when final checks are computed.

**SEC. 10.4 VACATION**

A. Vacation Accrual

1. Accrual Rates

If not otherwise defined in a MOU, agreement or policy, each full-time employee shall accrue vacation leave with pay at the rate of 6.67 hours of a working day per month for each month of service with the City up to and including 60 months of service, and at the completion of 60 months of service, 40 additional hours vacation shall be granted; from 61 up to and including 108 months, vacation shall be earned at the rate of ten (10) hours per month; and from 109 up to and including 120 months, vacation time shall be earned at the rate of 10.67 hours per month; and from 120 up to and including 132 months, vacation time shall be earned at the rate of 11.33 hours per month; and from 132 up to and including 144 months, vacation time shall be earned at the rate of 12.00 hours per month; and from 144 up to and including 156, vacation time shall be earned at the rate of 12.67 hours per month; and from 156 or more months, vacation time shall be earned at the rate of 13.33 hours per month, up to a maximum not to exceed 160 hours earned vacation per year.

2. Management New Hires

Each management employee shall be granted, upon completion of one year of employment, at the employee's first anniversary date, a maximum of 160 hours of vacation leave with pay. Additional vacation, based on length of service, will accrue pursuant to these rules.

3. Reinstated/Reemployed Employees

Any employee who is reinstated or reemployed under the provisions of these rules shall accrue vacation at the same time as prior to his/her termination.

4. Ineligible Employees

No vacation with pay is allowable to part-time, emergency relief, seasonal, temporary, or extra help employee, nor to employees paid solely on an hourly or daily basis. Provided, however, that a temporary employee who is filling a position in which a person on military leave has regular classification and the right to return, shall be entitled to the same vacation as he/she would have been entitled to had he/she not been on temporary employment.

B. Vacation Use

1. New employees – Upon completion of six (6) consecutive months of service, may be credited with one-half of the annual vacation earnings, and may begin using such accrual. Thereafter, employees may use vacation as they complete each month of service.
2. It is the policy of the City that where possible, vacation be taken in the year earned. Upon approval of the department head, vacation leave may be accumulated to a maximum of 160 hours added to an amount equal to the monthly accrual rate multiplied by 12.
3. The time during the year at which an employee may take his/her vacation shall be determined by the appointing authority of such employee with due regard to the wishes of the employee and particular regard for the needs of the service.



4. If a holiday falls within a scheduled vacation period, 8 additional hours of vacation shall be granted.
5. The Division Managers shall fix vacation periods for department heads.

C. Payment for Unused Vacation

1. Any employee who terminates his/her employment, shall be paid for accrued vacation time on the effective date of termination.

Upon request of the employee and the department head and with approval of the City Manager, in order to address unusual or emergency conditions, an employee may be paid the straight time daily equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than 40 hours in any one calendar year, except as otherwise provided herein or as set forth in a Memorandum of Understanding.

2. Management Employees

- a. Management employees with less than five years City service, exempt or non-exempt, may receive payment in lieu of up to 80 hours of accumulated vacation time in any calendar year upon filing a written request with the Finance Department five days prior to requested date of issuance of the check, upon approval of department head.
- b. Management employees with five or more years of City service, exempt or non-exempt, may receive payment in lieu of up to 120 hours accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five days prior to requested date of issuance of the check, upon approval of department head.

3. Confidential Employees

- a. Confidential employees with less than five years City service, exempt or non-exempt, may receive payment in lieu of up to 40 hours accumulated vacation time in any calendar year upon filing a written request with the Finance Department five days prior to requested date of issuance of the check, upon approval of department head.

- b. Confidential employees with five or more years of City service, exempt or non-exempt, may receive payment in lieu of up to 80 hours accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five days prior to requested date of issuance of the check, upon approval of department head.

D. Advance Payment of Vacation

Any employee who is authorized to take 40 or more hours, (2-1/2 shifts for fire suppression employees) of vacation with pay at one time may apply for the payment of salary in advance for any pay period occurring during the period of the employee's authorized vacation. The application must be approved by the employee's department head and filed with the Finance Director at least seven (7) days before the vacation period for which the salary advance is requested. In cases of extreme emergency where the employee is unable to give the required notice, approval for an advance vacation check may be given where such request can be justified to, and approved by, the department head, division manager, and Finance Director.

## **SEC. 10.5 SICK LEAVE**

A. Allowance/Accumulation

Following completion of thirty (30) days of full-time service, each City employee shall receive 3.69 hours per pay period of sick leave pay. Thereafter, for each pay period of service in which the employee has worked or has been paid for one-half (1/2) or more of the actual number of working days of such month, he/she shall continue to accrue 3.69 hours of credit for sick leave with pay. Unused sick leave may be accumulated without limit.

A part-time, seasonal or temporary employee who for 30 or more days within a year from the beginning of employment is entitled to paid sick leave. Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee's regular wage rate. Accrual shall begin on the first day of employment. A part-time, seasonal or temporary employee may use accrued paid sick days beginning on the 90th day of employment.

B. Reinstatement of Sick Leave

1. Any employee who is reinstated under the provisions of these rules shall be given full credit for his/her unused accumulated sick leave at the time of termination provided, however, that no payoff for accumulated sick leave was received upon termination.
2. Applicable only to non-public safety employees. Upon reemployment, an employee will have sick leave time reinstated in that amount accumulated at the time of layoff up to a maximum of 320 hours. In the event that through the course of continued employment accumulated sick leave exceeds 320 hours, payoff for such excess accumulations shall be in accordance with the payoff provisions of the program, but in no case shall the aggregate of such amount(s) exceed that provided by the policy.

C. Use of Sick Leave

1. Purposes for Sick Leave

Sick leave is paid leave from work that an employee may use for the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or any of the following family members of the employee: a child of any age or dependency status; a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchildren; sibling; or designated person; or
2. For an employee who is a victim of domestic violence, sexual assault, stalking, or other crime in order for the employee to engage in any of the following activities: (1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or (2) obtain medical attention or psychological counseling, services from a shelter, program or crisis center, or (3) participate in safety planning or other actions to increase safety.

2. Immediate Family

No more than 48 hours of sick leave within any calendar year may be granted to an employee for the care or attendance upon members of his/her immediate family and not more than 40 hours (or 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" for the use of sick leave, is defined as grandparent, parent, spouse, registered domestic partner, parent-in-law, child, stepchild, grandchild, brother, or sister.

3. Temporary Disability

A city employee who is entitled to temporary disability indemnity under Div. 4, of the State Labor Code may elect to take that number of days or portions of days of his/her accumulated sick leave, or his/her accumulated vacation, as when added to his/her disability indemnity will result in payment to him/her of his/her full salary. When his/her accumulated sick leave, or vacation, or both are exhausted, he/she is still entitled to receive disability indemnity.

4. Sick Leave Exemptions

An employee may not be entitled to sick leave with pay while absent from duty on account of the following causes:

- a. Sickness or disability sustained while on leave of absence, other than regular vacation leave or sick leave.
- b. Disability or illness arising from compensated employment other than with the City of West Covina.

5. Sick Leave During Vacation

Sick leave shall not be used in lieu of or in addition to vacation. However, an employee who becomes seriously ill on an approved vacation may contact his/her department head and request that sick leave be granted in lieu of vacation for the period of illness. The department head has discretion in approving or disapproving such request.

6. Holiday During Sick Leave

Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

7. Use of Sick Leave to Offset Disability Retirement

No employee shall use sick leave days to offset the date of disability retirement. The effective date of disability retirement shall be as soon as practicable after the City's physician has determined that the employee can no longer perform the duties of his/her or an alternate position.

D. Proof of Illness or Injury

The department head may require evidence in the form of a physician's certificate or written statement, as to the adequacy of reason for any employee's absence of three (3) or more consecutive working days for which sick leave was requested.

In the Fire Department, the Department Head may require evidence in the form of a physician's certificate or written statement, as to the adequacy of the reason for any Fire employee's absence of three (3) or more consecutive shifts.

E. Sick Leave Pay-Off Upon Termination

1. Employees in the Communications, General, and Maintenance classifications, upon termination of continuous service, other than by discharge, shall be paid for 50 percent of all sick leave accrued to the time of such termination which is in excess of 320 hours, but does not exceed a maximum accrual of 800 hours.
2. Management and Confidential and employees in position classifications in the Police representation unit, upon death, retirement, or voluntary termination, shall be paid 1/3 of their accumulated and unused sick leave up to a maximum of 400 hours provided, however, that no eligibility for payoff of unused sick leave exists for employees terminating prior to three years of full-time employment with the City.

**SEC. 10.6 BEREAVEMENT LEAVE**

Bereavement – 40 hours (3 shifts for fire platoon/shift employee) of said leave per calendar year will be available to an employee in the event of the death of said employee's

“immediate family”, which is defined as grandparent, parent, spouse, registered domestic partner, parent-in-laws, child, stepchild, grandchild, brother or sister. The program is supplemental to the current sick leave program.

## **SEC. 10.7 MILITARY LEAVE**

Military leave with pay shall be granted in accordance with Section 395 of the Military and Veteran's Code.

Any employee who is on temporary military leave of absence for military duty ordered for purposes of active military training, encampment, naval cruises, special exercises, or like activity as such member, provided that the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from the duty, but not for inactive duty such as scheduled reserve drill periods, and who has been in the service of the public agency from which leave is taken for a period not less than one year immediately prior to the day on which the absence begins shall be entitled to receive his/her salary or compensation as such public employee for the first 30 calendar days of any such absence. Pay for such purposes shall not exceed 30 days in any one-year of public agency service, all service of said public employee in the recognized military service shall be counted as public agency service.

## **SEC. 10.8 JURY DUTY, WITNESS LEAVE**

### **A. Jury Duty**

1. No deductions shall be made from the salary of an employee while on jury duty if he/she has waived or remitted to the City the fee for jury duty paid for hours the employee is scheduled to work. If he/she has not so waived or remitted the jury fee, he/she shall be paid only for the time actually worked in his/her regular position. An employee accepted for jury duty shall immediately notify his/her department head in writing whether or not he/she waives or remits his/her jury fee to the City.
2. 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." Administrative procedures will govern implementation of this program.

B. Witness Leave

An employee who is subpoenaed or required to appear in court as a witness on job related matters shall be deemed to be on paid leave of absence, while actually in court. Any notification of such appearance shall immediately be reported to the employee's supervisor for supervisor approval prior to the appearance. The employee shall remit to the City Treasurer all fees received related to the appearance, except mileage

**SEC. 10.9 FAMILY AND MEDICAL CARE LEAVES**

A. Statement of Policy; Concurrent Running of FMLA and CFRA Leaves

The City provides family and medical care leave for eligible employees as required by State and federal law. Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination. Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA's job restoration or maintenance of health benefits provisions. This Policy is supplemented by the Federal Family and Medical Leave Act ("FMLA"), and the California Family Rights Act ("CFRA"). Unless otherwise stated in this Policy, "Leave" means leave pursuant to the FMLA and CFRA. Unless otherwise provided by law, the City will run each employee's FMLA and CFRA leaves concurrently.

B. Definitions

- (a) "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- (b) "Single 12 Month Period" means a 12-month period, which begins on the first day the eligible employee takes FMLA leave to take care of a covered servicemember and ends 12 months after that date.
- (c) "Family member" for FMLA leave means an employee's child, parent, and spouse. "Family member" for CFRA leave means an employee's child, parent, parent-in-law, spouse, domestic partner, grandchild, grandparent, and sibling.
- (d) "Child"

- 1) Under the FMLA, “child” means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee’s child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster or stepchild. A child is “incapable of self care” if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning shopping, taking public transportation, paying bills, maintaining a residence, or using telephones and directories.
  - 2) Under the CFRA, “child” means a child, including a child who is 18 years of age or older who is capable of self-care. An employee’s child means a biological, adopted, foster, stepchild, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.
- (e) “Parent” means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
  - (f) “Parent-in-law” means the parent of a spouse or the domestic partner of the employee.
  - (g) “Spouse” means one or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined below.
  - (g) “Domestic Partner” is another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.
  - (h) “Grandparent” means a parent of the employee’s parent.
  - (i) “Grandchild” means a child of the employee’s child.



- (j) “Sibling” means a person related to the employee by blood, adoption, or affinity through a common legal or biological parent.
- (k) “Serious Health Condition” means an illness, injury impairment, or physical or mental condition that involves:
  - 1) Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered “inpatient” when a health care facility admits him or her to the facility with the expectation that he or she will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or
  - 2) Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
    - a. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and
    - b. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
      - i. Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or
      - ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
  - 3) Any period of incapacity due to pregnancy or for prenatal care. Note that pregnancy is a “serious health condition” only under the FMLA. Under California law, an employee disabled by pregnancy

is entitled to pregnancy leave. (See Policy 808, Leave Because of Pregnancy, Childbirth, or Related Medical Condition.)

- 4) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
  - a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
  - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
- 5) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by health care provider.
- 6) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

(l) "Health Care Provider" means:

- 1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of California;
- 2) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition;
- 3) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual

manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;

- 4) Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
- 5) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
- 6) Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

(m) "Covered active duty" means: 1) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or 2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

(n) "Covered Servicemember" means: 1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or 2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

(o) "Outpatient Status" means, with respect to a covered servicemember, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

(p) "Next of Kin of a Covered Servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or

statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

- (q) "Serious Injury or Illness" means: 1) in the case of a member of the Armed forces, including a member of the National Guard or reserves, means an injury or illness that a covered servicemember incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; or 2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

### C. Reasons for Leave

Leave is only permitted for the reasons listed below.

- (a) The birth of a child or to care for a newborn of an employee; ;
- (b) The placement of a child with an employee in connection with the adoption or foster care of a child;;
- (c) Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition; ;
- (d) Under the CFRA only, leave is permitted to care for a domestic partner, grandparent, grandchild, parent-in-law, sibling, or designated person who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA;
- (e) Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of his/her position;

- (f) Leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation ;
- (g) Leave to care for a spouse, son, daughter, parent, or “next of kin” who is a covered servicemember of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period; or
- (h) Under the CFRA only, leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s domestic partner is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA.

#### D. Employees Eligible For Leave

An employee is eligible for leave if:

- (a) The employee has been employed by the City for at least 12 months; and
- (b) The employee has been employed by the City for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
- (c) The City directly employs at least 50 full or part-time employees within a 75-mile radius for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year. The workweeks do not have to be consecutive. The phrase “current or preceding calendar year” refers to the calendar year in which the employee requests the leave or the calendar year preceding this request. This criteria is not required and does not apply for an employee to be eligible CFRA leave.

#### E. Amount of Leave

Eligible employees are entitled to a total of 12 workweeks (or 26 workweeks to care for a covered servicemember) of leave during any 12-month period. If FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

#### F. Minimum Duration of Leave

- (a) If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two weeks duration on any two occasions.
- (b) If leave is requested to care for a child, parent, parent-in-law, spouse, domestic partner, grandparent, grandchild, sibling or the employee him/herself with serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this Policy is required.

#### G. Parents both Employed by the City of West Covina

If both parents of a child, adoptee, or foster child are employed by the City and are entitled to bonding leave:

- 1. The aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period; and
- 2. Each parent is entitled to take 12 workweeks of CFRA leave during any 12-month period.

If both parents of a covered servicemember are employed by the City and are entitled to leave to care for a covered servicemember, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during the 12-month period. This limitation does not apply to any other type of leave under this Policy.

#### H. Employee Benefits While On Leave

- (a) Group Health Insurance During Unpaid Leave: Leave under this Policy is unpaid. While on unpaid leave, employees will continue to be covered by the City's group health insurance for up to 12 weeks each leave year to the

same extent that coverage is provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will continue up to four months each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the City will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks).

- (b) **Benefit Plans Not Provided through the City's Group Health Plan During Unpaid Leave Do Not Continue:** The City does not pay for benefit plans that are not part of the group health plan for any employee on unpaid leave. As a result, employees will not continue to be covered under the City's benefit plans that are not provided through the City's group health plans while the employee is on unpaid leave.
- (c) **Payment of Premiums:** Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using his or her paid leave) or direct payments (if the employee is not using his or her paid leave). The City will inform the employee whether the direct payments for premiums should be paid to the carrier or to the City, and the deadlines for paying premiums in order to prevent coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while employee is on leave.
- (d) **Recovery of Premium if the Employee Fails to Return from Leave:** If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the City shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control.

#### I. Substitution of Paid Accrued Leaves

Although family and medical care leave is unpaid, an employee may elect and the City will require an employee to concurrently use all paid accrued leaves during family and medical care leave as described below.

#### J. City's Right to Require an Employee to use Paid Leave when using FMLA/CFRA Leave

Employees must use and exhaust their accrued leaves concurrently with family and medical care leave to the same extent that employees have the right to use their accrued leaves concurrently with family and medical care leave with two exceptions:

- (a) Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit; and
- (b) An employee must agree to use accrued sick leave to care for a child, parent, parent-in-law, spouse, domestic partner, grandparent, grandchild or sibling.

K. City's Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves

If an employee takes a leave of absence for any purpose, which also qualifies under both the FMLA and/or CFRA, the City will designate that leave as running concurrently with the employee's 12-week FMLA and/or CFRA leave entitlement.

L. City's and Employee's Rights if an Employee Requests Accrued Leave without Mentioning FMLA or CFRA

If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA qualifying purpose, the City may not ask the employee if the leave is for a FMLA/CFRA qualifying purpose. However, if the City denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA qualifying purpose, the City may require the employee to exhaust accrued leave as described above.

M. Medical Certification/ Recertification

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

- (a) Employee's Own Serious Health Condition: Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition



commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position. Upon expiration of the time period the health care provider originally estimated that the employee needed for his/her own serious health condition, the employee must obtain recertification if additional leave is requested.

- (b) **Family Member Serious Health Condition:** Employees who request leave to care for a child, parent, parent-in-law, domestic partner, spouse, grandparent, grandchild, sibling or designated person who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, spouse, grandparent, grandchild, sibling or designated person, and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, spouse domestic partner, grandparent, grandchild, sibling or designated person. The term “warrants the participation of the employee” includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.
- (c) **Servicemember Serious Injury or Illness:** Employees who request FMLA leave to care for a covered servicemember who is a child, spouse, parent or “next of kin” of the employee, must provide written certification from a health care provider regarding the injured servicemember’s serious injury or illness. The City will verify the certification as permitted by the FMLA regulations.
- (d) **Qualifying Exigency:** The first time an employee requests FMLA leave because of a qualifying exigency, an employee may require the employee to provide a copy of the military member’s active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member’s active duty service. A copy of the new active duty orders or similar documentation

shall be provided to the City if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member. The City will verify the certification as permitted by the FMLA regulations.

N. Time to Provide a Medical Certification

When an employee has provided at least 30 days' notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to the City within the time frame requested by the City (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

O. Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established in this Policy, the City may delay the taking of FMLA/CFRA leave until required certification is provided, or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification.

P. Personnel Officer's Review of the Contents of Medical Certification for Employee's Own Serious Health Condition

(a) Complete and Sufficient: The employee must provide a certification for his or her own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If the certification is incomplete or insufficient, the Personnel Officer will give the employee written notice of the deficiencies and seven days to cure, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies.

(b) Authentication and Clarification: After giving the employee an opportunity to cure the deficiencies in a medical certification for the employee's own serious health condition, the Personnel Officer may contact the health care provider who provided the certification to clarify and/or authenticate the certification. "Authentication" means providing

the health care provider with a copy of the certification form and requesting verification that the information on the form was completed or authorized by the health care provider who signed the form. "Clarification" means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. The Personnel Officer may not ask for additional information beyond that required on the certification form.

#### Q. Second and Third Medical Opinions For Employee's Own Serious Health Condition

If the City has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee, but paid for by the City. The opinion of the third provider will be binding. The City must provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee.

#### R. Intermittent Leave or Leave on a Reduced Leave Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for his or her own serious health condition, or to care for an immediate family member with serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The City may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

#### S. Employee Notice of Leave

Although the City are required to give as much verbal or written notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact day(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. For foreseeable leave due to a qualifying exigency, an employee must provide

verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

#### T. Reinstatement Upon Return From Leave

- (a) Reinstatement to Same or Equivalent Position: Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.
- (b) Date of Reinstatement: If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the City, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.
- (c) Employee's Obligation to Periodically Report on His/Her Condition: Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
- (d) Fitness for Duty Certification: As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his or her job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.
- (e) Reinstatement of "Key Employees": Under the FMLA only, the City may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the City within 75 miles of the worksite) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the City, and the employee is notified of the City's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur. Under the CFRA, the City may not deny reinstatement to a "key" employee during or upon expiration of CFRA leave.

#### U. Required Forms

Employees must complete the applicable forms to receive family and medical care leave. The forms may be found at Human Resources.

## **SEC. 10.10 LACTATION POLICY**

### **A. Lactation Break Time and Location**

The City will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. If the employee takes lactation breaks at times other than their provided break times, then the lactation break shall be unpaid or the employee may choose to use accrued leave.

Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The City will provide a room or other appropriate location in close proximity to the employee's worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:

- Be shielded from view and free from intrusion while being used to express milk;
- Be safe, clean, and free of hazardous materials;
- Contain a surface on which to place a breast pump and personal items;
- Contain a place to sit; and
- Have access to electricity needed to operate an electric battery-powered breast pump.

An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.

The City will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee's work area.

## B. Lactation Accommodation

An employee may make a request for lactation accommodation, either orally or in writing, with the Personnel Office.

Following receipt of a request for lactation accommodation, the City will provide a timely written response to the employee in which the City will indicate if it is unable to provide the requested break time or a requested location for the purposes of expressing breast milk.

An employee does not believe that the City is providing an appropriate lactation accommodation should immediately inform the Personnel Office.

An employee who does not believe that the City is providing an appropriate lactation accommodation as required by state law has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

## **SEC. 10.11 WORK RELATED DISABILITY LEAVE**

### A. Entitlement to Leave

Whenever any employees of the City are disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, they shall be entitled, regardless of their period of service with the City, to leave of absence while so disabled, without loss of salary - temporary disability compensation, if any, being considered as and credited to salary for this purpose - for the period of such disability, but not exceeding one year, or until such earlier date as they are determined to be permanent and stationary and unable to return to their usual and customary duties; and the leave of absence, hereby granted shall be in addition to, and shall not be charged to or deducted from, accumulated sick leave except as provided herein. Such leave, however, shall not be paid for more than three days unless and until such employees are determined by the City to be legally entitled to receive benefits under the Worker's Compensation Law of the State of California based upon such injury or illness. When and while applicable, this section shall supersede the provisions of the Grievance Procedure.

### B. Salary Step Increases During Leave (CC Action 1/8/02)

Relative to non-public safety employees, (1) promotion or step increases which would have come due during a disability leave shall take effect upon the day the

employee returns to regular duties in accordance with existing rules; (2) holidays occurring during disability shall not be counted as disability leave days, but shall be considered as holidays for which time off has been utilized; and (3) vacation and sick leave benefits shall continue to accrue during periods of industrial disability leaves.

C. Review of Safety Committee

The first three (3) days of absence of a non-public safety employee due to a disability shall be charged to the employee's usable accumulation of sick leave or other time off benefits; provided, however, that the Safety Committee or its sub-committee, upon request of the employee, shall review the circumstances of the injury. If the Safety Committee rules that the employee had no possible opportunity to prevent or reduce the injury through any alternative action, disability time off charged to the employee's time off benefits may be restored. Such restorations shall be limited to causes where no danger could have been anticipated or precautions and actions taken by the employee to prevent or reduce the injury.

Appeal of Safety Committee determinations provided for in this section shall be made to the City Manager, whose decision shall be final.

D. Paid Leave During Disability

No sworn members of the Police and Fire Departments, while on or entitled to disability leave of absence, shall suffer the loss of any vacation, sick leave, or increase in compensation which would have accrued, or to which he/she would have been entitled, if he/she were actually performing his/her duties.

E. Probation During Disability

Probationary employees on temporary disability due to work incurred or related injury/illness shall not progress towards the completion of the probationary period while on such temporary disability leave.

**SEC. 10.12 SPECIAL LEAVE OF ABSENCE WITH PAY**

When an employee has exhausted all sick leave and vacation time to which he/she is entitled, the City Council may, upon a showing of good cause and justifiable and

deserving circumstances, grant to such employee a leave of absence with pay for a period not exceeding six months and subject to such conditions as the City Council may deem advisable. If temporary disability payments are paid to such employee during any such leave of absence with pay, they shall be credited to and considered a part of his/her salary, and the City shall pay only the difference which when added thereto would equal his/her full salary.

## **SEC. 10.13 LEAVES OF ABSENCE WITHOUT PAY**

### **A. Unauthorized Absence – Automatic Termination**

Any employee absent from his/her job for more than (2) working days without prior permission of the department head, shall be considered to have automatically terminated his/her employment with the City.

### **B. Unauthorized Absence – Other Disciplinary Action**

Any unauthorized absence may be cause for disciplinary action as provided in these rules.

### **C. Authorized Absence**

1. Upon the request of the employee and the recommendation of the appointing authority, a leave of absence without pay may be granted by the Council or City Manager to an employee, who immediately preceding the effective date of such leave, shall have completed at least one year of continuous service.
2. An employee shall not be entitled to a leave of absence as a matter of right, but only upon good and sufficient reason.
3. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without aforementioned restrictions.

### **D. Non-Medical Leave of Absence Without Pay - Duration**

1. Request for leave of absence without pay shall be made as prescribed by the Personnel Officer, and shall state specifically the reason for the request,



the date when it is desired to begin the leave, and the probable date of return. The Personnel Officer will transmit the request to the Council, in the case of leaves of more than one hundred twenty (120) calendar days. A request for a leave of one hundred twenty (120) calendar days or less may be approved by the City Manager upon recommendation of the appointing authority.

2. A leave of absence without pay may be granted by the Council for a period not to exceed one year provided that the Council may extend such leave for an additional year.
3. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

E. Military Leave

The Council may grant a military leave of absence without pay for an indefinite period of time to any employee who is called into active military service even though the employee does not meet the one (1) year of continuous service requirements specified in Section 10.7.

F. Leave of Absence - Injury

The Council may grant a leave of absence without pay for an indefinite period of time to any employee who is injured on the job, or has a serious illness even though the employee does not meet the one year of continuous service requirements as specified in Section 10.35.C.

G. Accrual Benefits

Leave of absence without pay granted by the Council shall not be construed as a break in service or employment, and rights accrued at the time of leave is granted shall be retained by the employee; However, vacation credits, sick leave credits, increases in salary and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee reinstated after leave of absence without pay shall receive the same step in the salary range he/she received when he/she began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range,

and the employee's salary increase anniversary date shall be set forward one month for each thirty (30) consecutive days taken.

**SEC. 10.14 FAILURE TO RETURN FROM LEAVE**

- A. Failure of the employee to return to his/her employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service of that employee, unless such leave is extended.
- B. The Council reserves the right to revoke or cancel any authorized leave for reasons which said Council finds to be sufficient.

## **RULE XI – LAYOFF/REEMPLOYMENT**

### **SEC. 11.1 ELIMINATION OF POSITIONS**

Public interest may require elimination or curtailment of a public service activity which may, therefore, require the layoff of one or more employees. The following procedure is intended to provide primary consideration to seniority of service.

### **SEC. 11.2 LAYOFF PROCEDURE**

#### **A. Seniority**

Seniority is defined as the length of continuous service in the employee's present classification or in higher or equal classes regardless of department to which assigned. When employees have equal seniority for retention in a class, the employee with the greater amount of seniority credit with the City shall have the highest retention priority. "Seniority credit with the City shall be defined as the length of continuous service from the last date of hire by the City, including time spent in the San Gabriel Valley Fire Authority. If a tie occurs, priority shall be determined on the basis of the employee's rank on the certified eligibility list at the time of appointment to that class.

#### **B. Employees will be laid off on the least seniority bases in order of the following categories, completely exhausting each before proceeding to the next.**

1. Temporary, seasonal and provisional non-regular employees.
2. Probationary, full-time employees in the classified service.
3. Regular, classified full-time employees.

#### **C. When a position within a class is abolished, the following steps shall be observed:**

1. The names of all employees occupying positions in said class shall be listed in the order of their lengths of service in said class or in higher or equal classes.
2. If on this list there is included the names of any probationary or otherwise non-regular employees, the appointing authority shall choose an employee

from the three with the least seniority to be laid off for each position to be abolished. The provision of paragraph 4 shall apply to these laid off employees who hold regular status in a lower class.

3. The appointing authority shall base the layoff decision on quality of service and seniority. If one layoff is to be made, then the three lowest seniority employees will be considered. If more than one layoff is to be made, the number of employees lowest in seniority equal to the number of layoffs, plus two, will be considered.
4. An employee laid off under the provisions of paragraph 2 who holds regular status in a lower class, may request demotion to a position in said lower class or equivalent class in order to avoid layoff. If the employee makes such request, a list of employees as prescribed in paragraph 1 shall be prepared and subject employee shall have his/her name placed among the other names on said list according to his/her seniority. Thereafter, the appointing authority shall choose an employee to be laid off according to the provisions of paragraphs 2 and 3.
5. An employee laid off, under the provisions in paragraph 4 may request demotion to a position in any lower class within the same series as, or an equivalent series to, that within which he/she held his/her position. If the employee makes such request, thereafter the same provisions as stipulated in paragraph 4 with respect to the preparation of a list of employees and the selection of an employee to be laid off shall apply.
6. In the case of layoffs necessitated by demotion under the above outlined procedures, the same general provisions as outlined above shall apply in laying off employees in the lower class.
7. In the case of any questions as to the equivalency of classes for the purpose of preparing the lists prescribed above, the Personnel Officer, having responsibility for the maintenance and application of the classification plan, shall render his/her judgment and such judgment shall be final.

#### D. Written Notice of Layoff

1. Any employee to be laid off will be given written notice of layoff not less than fourteen (14) calendar days prior to the effective date of such layoff.
2. An employee so notified will be provided with three (3) working days to respond/appeal the City's layoff notice. The employee must request an appointment with the Personnel Officer for an informal pre-layoff review meeting within three (3) working days for the City's layoff notice. The Personnel Officer's decision is final.
3. Upon receipt of notice of layoff and in order to avoid layoff, an employee may request a demotion in writing to the Personnel Officer within three (3) working days of receipt of layoff notice.

**E. Specially Funded Positions**

1. When a position is created and is funded by a grant of funds from the State or the Federal government, the position shall be automatically abolished when the funding is terminated. The incumbent of the position shall be laid off on the date upon which the position is abolished and the layoff procedures prescribed in these rules are applicable and shall be followed.
2. Any employee hired or promoted to fill a vacancy in a regular full-time City position resulting from the assignment of a regular employee to a specially funded position, may be demoted or laid off in accordance with this procedure at the time the regular employee returns to his/her former position.

**SEC. 11.3 REEMPLOYMENT**

**A. Reemployment List**

1. The reemployment list shall consist of the names of regular employees who have been laid off for lack of work, lack of funds from a position in the same class, or an equivalent class, or that in which the vacancy exists.
2. Such names shall be placed on the reemployment list in reverse order of layoff. Last employee laid off is the first employee on the reemployment list with other laid off employees in sequential order thereafter.
3. Employees whose positions have been reallocated to a lower class, but who have not been demoted for cause, shall also have their names placed on the reemployment list for the class from which their position was reallocated.

4. Reemployment lists shall be certified by the Personnel Officer and shall be valid for one year from date of layoff.

B. Appointments

The appointing authority shall select from among the three highest available and qualified on the reemployment list. Qualifications shall be determined by the last performance evaluation.

C. Prior Service

For the purpose of computing total seniority with the City, an employee reemployed shall have the same prior service credited to them as they had at the time of layoff.

D. Anniversary Date

Upon reemployment, an employee shall be credited with the same portion of a year as that credited at the time of layoff for purposes of establishing a new anniversary date for step and merit increase eligibility.

## **RULE XII – SEPARATIONS/RETIREMENT**

### **SEC. 12.1 RESIGNATIONS**

A resignation in good standing shall require the submittal by the employee of a notice of planned resignation. Once submitted a resignation notice may not be withdrawn without the approval of the appointing authority.

## **RULE XIII – OUTSIDE EMPLOYMENT**

### **SEC. 13.1 POLICY**

A city officer or employee shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with his/her duties, functions, or responsibilities of his/her appointing authority or the department in which he/she is employed, nor shall he/she engage in any outside activity which will directly, or indirectly, contribute to the lessening of his/her effectiveness as a City employee.

### **SEC. 13.2 SALARY ON NON-DISCIPLINARY DEMOTION**

- A. Any officer or employee wishing to engage in an occupation or outside activity for compensation, shall inform the appointing authority of such desire, providing information as to the time required and nature of such activity and such other information as may be required, and the appointing authority shall determine whether or not said outside activity is compatible with the employee's City employment.
- B. If the appointing authority determines such activity is compatible, he/she may authorize the activity in writing using the "Outside Employment Form" and sending a copy to the Personnel Office.
- C. Said authorization shall be valid only for work and period prescribed herein.

### **SEC. 13.3 DETERMINATION OF INCONSISTENT ACTIVITIES**

In making a determination as to the consistency or inconsistency of outside activities with City employment, the appointing authority shall consider, among other pertinent factors, whether the activity:

- A. Involves the use for private gain or advantage of City time, facilities, equipment, and supplies, or the badge, uniform, prestige, or influence of one's City office or employment.
- B. Involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the City for the performance of an act which the officer or employee, if not performing such act, would be required or expected



to render in the regular course of his/her City employment or as a part of his/her duties as a City officer or employee.

- C. Involves conditions or factors which would probably directly or indirectly lessen the efficiency of the employee in his/her regular City employment, or conditions in which a substantial danger or injury or illness to the employee.
- D. Involves the performance of an act in other than his/her capacity as a City officer or employee, which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such officer or employee or the department in which he/she is employed.

#### **SEC. 13.4 INJURIES RELATED TO OUTSIDE EMPLOYMENT**

The City will investigate injuries to determine if they were sustained or aggravated by outside employment. The determination that an employee's injury was sustained or aggravated by outside employment may impact eligibility for Workers' Compensation and rights under Section 4850 of the Labor Code of the State of California

## **RULE XIV – DISCIPLINARY ACTIONS**

### **SEC. 14.1 CAUSES**

- A. Disciplinary measures may be taken for any good and sufficient cause. The extent of the disciplinary action taken shall be commensurate with the offense, provided that the prior employment history of the employee may also be considered pertinent. Progressive discipline is to be used to assist employees in improving their performance and correcting deficiencies. There may be instances that require proceeding directly to more severe levels of discipline; and the City reserves the right to proceed to any level of discipline, including termination. Cause may include violation of the Personnel Ordinance or of these rules or any rules and for regulations of the Department or the personnel thereof, any act of insubordination or act detrimental to the public service, or any departmental policy or rule failure, refusal or inability to comply with the duties of the position occupied by the employee, or any other type of misfeasance, malfeasance or nonfeasance relating to his/her duties, office or position. Should there be an investigation to support the disciplinary measure, such investigation shall consider all relevant evidence as the investigator sees fit.
- B. Reductions in pay which are part of a general plan to reduce salaries and wages as an economy measure are not disciplinary measures.

### **SEC. 14.2 AUTHORITY FOR DISCIPLINARY ACTIONS**

- A. The appointing authority shall have authority to take disciplinary action provided also that the appointing authority may delegate to certain of his/her subordinate supervisory employees the authority to make official warnings. Immediate suspensions may not be stipulated, however, except by the appointing authority.
- B. The Personnel Officer shall be notified of any contemplated disciplinary action prior to the time it is taken, provided that in emergency situations or other instances when prior notification is not practicable, the Personnel Officer may be notified as soon as possible subsequent to the time the action is taken.

### **SEC. 14.3 KINDS OF DISCIPLINE**

Disciplinary actions include suspensions, demotions, reduction in pay and dismissal. Oral and written reprimands and counseling memos are considered official warnings and are not disciplinary actions covered under this section. Employees receiving warnings may respond in writing and have such response placed in their personnel file.

All disciplinary actions shall be made in accordance with these Rules. Probationary and limited service employees may be dismissed, demoted or reduced in pay without right to review or appeal unless otherwise required by law.

A. Cause for Suspension, Demotion, Reduction in Salary, Dismissal

An employee with regular status may be demoted, suspended, reduced in pay or dismissed only for cause. Employee may be disciplined for, including but not limited to, any of the following causes of discipline:

1. Failure to meet work performance standards and requirements.
2. Discourteous or offensive treatment of the public or other employees.
3. Willful or negligent disobedience of any law, ordinance, rule or regulation, or superior's lawful order.
4. Excessive absenteeism or absence without approved leave.
5. Misappropriation or damage of public property or public funds through negligent or willful misconduct.
6. Excessive tardiness.
7. Deception or fraud in securing a job appointment, promotion or making a false statement on an application for employment.
8. Falsification of a relevant official statement or document.
9. Possessing or using narcotics, alcohol or controlled substances in City offices, facilities or property, or being under the influence of same while on duty.
10. Failure to supply full information as to character, employment history, or acts which, if known at the time of appointment might have resulted in disqualification for the job to which appointment was made.
11. Improper or unauthorized use of City property.

12. Failure to exhibit good behavior or conduct, either during or outside of duty hours which is of such nature that causes discredit to the appointing authority or City.
13. Outside employment not specifically noticed to and authorize by the appointing authority.
14. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
15. Improper political activity while on duty such as campaigning or espousing the election or non-election of any candidate in nation, state, county or municipal elections.
16. Dishonesty – acts and statements such as lying, making false entries on records and other actions showing a lack of truthfulness and integrity.
17. Theft.
18. Abusive conduct, including malicious verbal, visual, or physical actions, or the gratuitous sabotage or undermining of person's work performance.

## **SEC. 14.4 DISCIPLINE PROCEDURES**

### **A. Notice to Employees**

In instances of serious disciplinary actions which result in financial detriment to the employee, i.e., dismissal, demotion, salary reduction, and suspension equivalent to five (5) days or more, written notice of the proposed disciplinary actions shall be submitted to regular employees five (5) work days prior to the effective date of the proposed action. In emergency situations when prior notification is not practicable, an employee may be suspended with pay until such notice is given and until the proposed action becomes effective.

1. The written notice of proposed disciplinary action shall include the level of the proposed disciplinary action, the effective date, and specific charges upon which the proposed disciplinary action is based, and a summary of the facts that show that the elements of each at issue in the proposed discipline.
2. The written notice of proposed disciplinary action shall include a copy of all materials upon which the proposed disciplinary action is based.

3. The written notice shall also inform the employee of his/her right to respond, either orally by requesting a *Skelly* conference or in writing, to the Department Head or Division Manager before the disciplinary action is imposed. The written notice will also advise of the employee's right to have a representative of his or her choice at the *Skelly* conference. Such response must be made within five (5) working days of receipt of the written notice. Failure to respond during the time specified shall constitute a waiver of the right to respond prior to imposition of the proposed action.
4. If the employee requests a *Skelly* conference, the Department Head, Division Manager or designee will conduct an informal meeting with the employee. During the informal meeting, the employee shall have the opportunity to rebut the charges against him or her and present any mitigating circumstances. The Department Head or designee will consider the employee's presentation before issuing the disciplinary action. The employee's failure to attend the conference, or to deliver a written response by the date specified in the notice of proposed disciplinary action, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the notice.
5. After the *Skelly* conference and/or timely receipt of the employee's written response, the Department Head, Division Manager or designee will: (1) take no disciplinary action; (2) modify the intended discipline; or (3) impose the intended disciplinary action. In any case, the Department Head, Division Manager or designee will provide the employee with a final notice of discipline that contains the following:
  - The level of discipline, if any, to be imposed and the effective date of the discipline,
  - The specific charges upon which the discipline is based,
  - A summary of the facts that show that the elements of each charge at issue in the intended discipline;
  - A copy of all materials upon which the discipline is based; and
6. A reference to the employee's appeal right and deadline to appeal. In cases involving suspension of less than 40 hours, or reduction in pay equivalent to less than 40 hours of cumulative pay, oral notice of proposed action is sufficient prior to imposition. Written order of action shall be given to the employee within five (5) working days after the discipline is imposed.

B. Evidentiary Hearing – Right of Appeal

As provided in Section 2-254 of the Municipal Code, any regular employee in the classified service who has been demoted, dismissed, suspended for a period of

five work days or more, or reduced in step within his/her range shall be entitled to request a hearing before the Commission, provided, however, that employees in the position classifications in the Police representation unit shall have the right to appeal a disciplinary suspension pursuant to these rules, and the Public Safety Officer Procedural Bill of Rights Act. Employees in the position classifications in the Fire representation unit shall have the right to appeal a disciplinary suspension pursuant to these rules, and the Firefighters Procedural Bill of Rights.

### C. Appeal Procedure

1. Provided that settlement of the matter has not been made, the employee may, within five (5) work days of the receipt of the final notice of disciplinary action, request in writing a hearing of the matter by the Commission. Such request shall be filed with the Personnel Officer. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.
2. The Personnel Officer shall then transmit to the Commission, within ten (10) working days, said employee's request together with copies of all the above-mentioned documents pertinent to the case and such other documents and information as may be requested by the Commission. The Commission may at its discretion designate an independent hearing officer to conduct disciplinary appeal hearings on its behalf. The role of the hearing officer is to set and conduct grievance appeal proceedings, administer oaths, and present findings and non-binding recommendations to the Commission for their consideration.
3. In the course of hearing the Commission shall cause the employee to appear before it. The employee may be represented by a representative of his/her choice. The hearing may be conducted by an informal process to facilitate garnering of information and to expedite the entire process.

Upon the conclusion of the Commission's hearing it shall certify its findings and final action shall be taken by the City Manager as provided in Section 2-257 of the Municipal Code.

4. The purpose of the hearing is to determine the accuracy and sufficiency of the facts attendant to the disciplinary action imposed. The appellant and the City shall have the right to introduce evidence and call witnesses. Hearings need not be conducted according to technical rules relation to evidence and witnesses, but hearings shall be conducted in a manner that the hearing officer decides is the most conducive to determining the truth. Any relevant evidence shall be permitted if it is the type reasonable persons can rely on

in the conduct of business. Irrelevant and repetitious evidence shall be excluded.

5. The burden of proof of in disciplinary appeals is the preponderance of evidence.
6. All hearings are closed to the public unless otherwise specifically stipulated by the appellant.
7. Communication to the appellant shall be by certified registered mail.

D. Findings

The 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.

E. Reimbursement for Loss of Pay

1. Reimbursement for loss of pay due to a disciplinary action which is subsequently revoked or modified shall be made to an employee. Said reimbursement pertains to and is confined to the period of time between the date of initial action and ending with the date of final decision above.
2. Where procedural steps are not followed, the employee is entitled to back pay from the time the discipline was imposed up to the time the administrative review process has been completed and a final decision was made. Provided further, however, that loss of pay subsequent to the date of final decision may be made upon recommendation of the City Manager and approval of City Council.

## **RULE XV – GRIEVANCE AND COMPLAINT PROCEDURE**

### **SEC. 15.1 ESTABLISHMENT**

In accordance with Section 2-258 of the Municipal Code, these procedures are established in order to provide an adequate opportunity for City employees to bring forth their views relating to alleged violation of these rules or policies related to unfair or improper aspects of their employment situation and to seek correction thereof.

### **SEC. 15.2 SCOPE OF LIMITATIONS**

The procedures set forth in this Section of this Rule shall apply to all employee grievances except where other methods have been specifically prescribed in the Personnel Ordinance and in these rules, such as in the matters of dismissal, demotion, and reduction.

### **SEC. 15.3 DEFINITIONS**

- A. Complaint: An allegation or charge that the complaining employee has suffered a wrong as a result of management action or inaction.
- B. Complaint Procedure: The process by which a determination is made as to whether or not a wrong has been committed.
- C. Grievance: An expressed claim by an employee that the City has violated, misinterpreted, or misapplied an obligation to the employee as such obligation is expressed and written in the City Personnel Ordinance, Resolutions. The following procedure applies to all City employees, unless the following apply: the employee is covered by a grievance procedure in a memorandum of understanding, another dispute resolution procedure applies to the dispute, or a discipline policy and procedure applies.
- D. Grievance Procedure: The process by which the validity of a grievance is determined.

### **SEC. 15.4 COMPLAINT PROCEDURE**

Step 1. The employee shall discuss any complaint with his/her immediate supervisor. The supervisor is required to review every complaint and attempt to settle it as quickly and fairly as possible.



Step 2. If the action taken by his/her immediate supervisor is not satisfactory, the employee may take his/her complaint to successive levels of supervision as determined by the chart of administrative organization, up to and including the City Manager.

## **SEC. 15.5 GRIEVANCE PROCEDURE**

Step. 1. The employee shall inform in writing his/her immediate supervisor of his/her grievance and relevant facts within ten (10) working days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. At least one conference shall be held between the employee and his/her immediate supervisor after, the employee has expressed his/her grievance. The supervisor shall advise the employee of his/her decision within fifteen (15) working days following notification of the grievance.

Step 2. In the event such efforts as are specified in Step1 are not productive of a mutually satisfactory solution, the employee aggrieved shall fill out a City Grievance Form. The grievant shall set forth all the facts necessary to an understanding of the issues involved, and refrain from including any unrelated charges or language. The grievance shall include a citation of the sections of the City ordinances, resolutions, or rules alleged to have been violated and then remedy sought by the grievant. The grievance shall be signed by the grievant and submitted to the grievant's immediate supervisor. Within ten (10) working days of receipt of a Grievance Form, the supervisor shall inform the grievant of his/her decision.

Step 3. If the grievance is not satisfactorily resolved in Step 2, the grievant may, within ten (10) working days after receipt of his/her supervisor's response, submit the grievance to his/her department head. Such submittal shall be by written memo and include the original of the Grievance Form. After receipt of the grievance, the department head will meet with the grievant and make such investigation as is required. Within ten (10) working days of his/her meeting with the grievant, the department head shall return the original Grievance Form to the employee along with his/her written decision on the grievance.

Step 4. If the grievance is not satisfactorily resolved in Step 3, the grievant may, within ten (10) working days of receipt of the department head's decision, submit a grievance to the Personnel Officer for consideration by the Division Manager. Such submittal shall include the original Grievance Form, a written statement of any issues which are still in dispute, and the specific basis upon which the grievant takes issues with the position of his/her department head. The Division Manager or his/her designee shall take such

review and investigative action he/she deems necessary and appropriate and inform the grievant of his/her decision within fifteen(15) working days of receipt of the grievance.

Step 5. If the grievant is not satisfied with the Division Manager's decision, he/she may, by written notification to the Personnel Officer within ten (10) working days of receipt of the Division Manager's decision, request that the grievance be submitted to the Commission. The Personnel Officer shall submit said request, together with copies of all the pertinent forms, documents, and materials concerned, to the Commission. The Commission may at its discretion designate an independent hearing officer to conduct grievance appeal hearings on its behalf. The role of the hearing officer is to set and conduct grievance appeal proceedings, administer oaths and present findings and non-binding recommendations to the Commission for their consideration. The Commission shall, at its discretion, hold such hearings as it requires and certify its findings as provided in Section 2-257 of the Municipal Code.

Pursuant to Section 2-257 of the Municipal Code, the Commission shall certify copies of its or its designee's findings and recommendations to the City Manager, the Personnel Officer, and other officials from whose action the appeal was made, and to the appellant employee. The official from whose action the appeal was made shall then review such findings and recommendations with the City Manager and upon approval of the City Manager, shall then affirm, revoke or modify the original action taken. Such affirmation, revocation or modification taken shall then be final.

## **SEC. 15.6 GENERAL PROVISIONS**

- A. No retaliation or prejudice shall be suffered by employees making use of the grievance or complaint procedures by reason of such use.
- B. Forms for filing and processing grievances and other documents necessary under these procedures shall be prepared by the Personnel Officer and given appropriate distribution. All documents, communications and records dealing with the processing of grievances shall be filed separately from personnel files.
- C. Failure by management at any step of this procedure to communicate the decision of the grievance within specified time limits shall permit the grievant to proceed to the next step.
- D. The grievant shall be entitled to be present at all steps of the procedure.

- E. Failure at any step of this procedure to appeal a decision on a grievance within specified time limits shall be deemed acceptance of the decision rendered.
- F. The time limits specified at any step in this procedure may be extended by mutual written agreement.
- G. The original Grievance Form shall accompany all requests for institution of the first step of the grievance procedure.
- H. A classified Maintenance Department employee shall be granted a reasonable amount of City time during the employee's work day to prepare for a grievance matter presentation. Such time off is subject to department head approval.
- I. Communications with grievant shall be acknowledged by personal signed receipt of document, certified mail or registered mail.

## RULE I GENERAL PROVISIONS

### SEC. 1.1 **PURPOSE**

These Personnel Rules are intended to implement and supplement the Personnel Ordinance and the Classification and Salary Resolution in the establishment and maintenance of a justifiable, efficient, and uniform personnel program for the City of West Covina ("City").

### SEC. 1.2 **APPLICABILITY**

The provisions of these rules shall apply to all classified employees. The applicability of these rules to unclassified employees is limited to position classification, attendance, vacation and holidays, leave policies, outside employment, long term disability, political activity, solicitation, and discrimination, except where specified.

### SEC. 1.3 **NO CONTRACT RIGHT**

These rules do not create any contract right, or any express or implied contract of employment.

### SEC. 1.4 **CONFLICT BETWEEN THESE RULES AND A MEMORANDUM OF UNDERSTANDING**

If a provision of these rules conflicts with any provision of a valid memorandum of understanding ("MOU") between the City and a recognized employee organization, the provision of the MOU that is in conflict shall apply to employees covered by that MOU.

### SEC. 1.5 **EMPLOYEE ACCEPTANCE OF RULES AND REVISIONS TO RULES**

As a condition of employment, the City requires that each employees read and, if necessary, request clarification regarding these rules. Each employee must sign a statement of receipt acknowledging that: a) he or she has received a copy, or has been provided access to the rules; and b) understands that he or she is responsible for reading and becoming familiar with the contents of the rules and any subsequent revisions to the rules.

### ~~SEC. 1.3 **TENSES, GENDER, AND NUMBERS**~~

~~The present tense includes the past and future tenses; and the future, the present. "Shall" is mandatory and "may" is permissive. The masculine gender includes the feminine and neuter. The singular number includes the plural; and the plural, the singular.~~

### ~~SEC. 1.4 **ORGANIZATION OF RULES**~~

~~The rules are grouped by major subject areas. These are identified by Roman numerals and further by numeric designation, e.g.; 1, 2, 3. Within each major subject area the~~

~~sections are coded numerically beginning with the number immediately following the subject area number. The more detailed subject matter pertaining to a section is identified by numerical and alphabetical codes.~~

~~The order of major subject areas, with some exceptions, correspond to the sequence of events involving an employee. Deviation from this approach was necessary in order to ensure the grouping of all rules pertinent to a given subject area.~~

## SEC. 1. ~~640~~ **ADMINISTRATIVE RESPONSIBILITIES**

### A. Personnel Officer

1. The duties and responsibilities of the Personnel Officer may be assumed entirely by the City Manager, entirely by another employee designated by the City Manager as the Personnel Officer, entirely by an individual or agency with which the City contracts for ~~their~~ performance of the Personnel Officer, or the Personnel Officer's ~~such~~ duties and responsibilities may be divided among any combination of the foregoing.
2. In the event that the City Manager delegates all or part of his/her powers and duties as Personnel Officer as provided in these rules to another officer or employee of the city, such employee may be employed on a full-time or part-time basis. The position of Personnel Officer may be combined with any other position in the City Service.
3. The Personnel Officer shall establish and maintain ~~in an a modern and efficient~~ manner, a updated roster of officers and employees of the City, an individual employment folder for each employee containing all papers pertinent to said employee's work history, such forms, records, and documents as required to implement the proper administration of the classification and salary plans, the examining program, and such other aspects of the overall personnel programs as are necessary.
4. The Personnel Officer shall be responsible for the preparation and revision of such forms, documents, records and operating procedures as are necessary for the accomplishment of the provisions of these rules, the Personnel Ordinance and the Classification and Salary Resolution and as are required in the administration of the personnel program for the City.

### B. Contracting for Services

The City Manager shall consider and make recommendations to the City Council regarding the extent to which the City should contract for the performance of technical services in connection with the development and administration of any phase of the personnel program. ~~and I~~ the Council may contract for the performance of such service with a qualified person or agency.

### C. ~~Personnel~~ Human Resources Commission

1. The regular monthly meeting of the ~~Personnel~~ Human Resources Commission ("Commission") shall be held at the time and ~~place~~ which place, which the Commission may determine. The City Council must confirm the meeting time and place by resolution. The Personnel Officer shall give written notice of special meetings to all members of the Commission at least 24 hours prior to the meeting. The notice may be delivered personally or by mail; and shall contain a statement of the purpose of the meeting.
2. The Commission shall maintain official minutes of its actions. The Personnel Officer shall arrange for taking and preparation of the Commission's minutes.
3. All substantive requests, recommendations and actions of or to the Commission shall be in writing and shall be made part of the record.
4. Each Commission member shall recognize that it is the policy of the Commission to act as an official body. No member or combination of members of the Commission shall grant a private or unofficial hearing to any employee or group of employees, or pursue any such course as might be construed to be prejudicial for or against any employee or group of employees, or encourage the violation of the passing of any step or stage in the official lines of authority within the City organization, or any step or stage of procedures established by these rules, the Personnel Ordinance, or the Classification and Ssalary Resolution.
5. At any hearings conducted by the Commission, within the scope of the Commission's responsibilities as set forth in Chapter 2, Article III, Section 2-73 of City's Municipal Code, ~~the Personnel~~ Commission may make arrangements ~~provisions~~ to keep stenographic records of the proceedings. When a decision is made by the Commission, it shall be reduced to writing and incorporated in the records.

#### SEC. 1. ~~741~~ **AMENDMENT OF THE RULES**

##### A. Power to Amend

The City Council shall have the authority to adopt, amend, or revise ~~appeal~~ the Personnel Rules as provided in Section 2-192, paragraph (b) of West Covina Municipal Code.

##### B. Hearings on Amendments

1. At the City Council's discretion, upon recommendation of the Personnel Officer and ~~for Personnel~~ Commission, the Council may authorize the

~~Personnel~~ Commission to conduct hearings relative to any proposed amendment to the Personnel Rules.

2. In the event such hearings are to be held, the Personnel Officer, upon request of the ~~Personnel~~ Commission, shall post notices in all City departments announcing the times of, and describing the issues involved in, such hearings, such notices shall be posted no less than five (5) working days prior to the date of the hearing.

## SEC. 1. ~~812~~ **DEFINITION OF TERMS**

### A. General Definition

All Words and terms used in these ~~R~~Rules and in any resolution or ordinance dealing with personnel policies, systems, or procedures shall be defined as they are normally and generally defined in the field of personnel administration.

### B. Specific Definitions

1. **“Allocation”** means the official assignment of an individual position to an appropriate class in accordance with its duties and responsibilities.
- ~~4.2.~~ **“Anniversary Date”** means an employee's original hire date, which is the first day an employee reports to and performs work for the City and is in paid status. An “anniversary date” is the date used to compute an employee's seniority and various conditions and benefits described in personnel rules, employment policies and ordinances, unless otherwise defined. An anniversary date would not need to be adjusted for employees who transfer from one full-time position to another, without a break in service.
- ~~2.3.~~ **“Appointing Authority”** means the City Manager, Division Manager, or Department Head having the power by law or ordinance to make an appointment to any position in a specified department of the City of West Covina.
- ~~3.4.~~ **“Calendar Month”** means any of the twelve months starting on the first day thereof and terminating at the close of the last day thereof.
- ~~4.5.~~ **“Class” or “Class Positions”** is composed of all positions in the City service having duties and responsibilities sufficiently similar so that the same requirements as to education, experience, knowledge, and ability may be demanded of incumbents and so that the same schedule of compensation may be made to apply with equity to all.

- ~~5.6.~~ **“Classified Service”** means all positions in the city service except for those specifically exempted by Section 2-236 of the Municipal Code.
- ~~6.7.~~ **“Compensation”** means the salary, wage, allowance, and all other forms of valuable consideration earned by or paid to any employee by reason of service in any position, but does not include expenses authorized and incurred incidental to employment.
- ~~7.8.~~ **“Continuous Service”** means regular service in the employ of the city without a break or interruption. A deliberate severance of the employee from his/her employment initiated by either the City or the employee for periods of more than 15 days constitutes a break in continuous service.
- ~~8.9.~~ **“Council”** means the City Council of the City of West Covina.
- ~~9.10.~~ **“Department”** includes offices and various ~~divisions~~sections of departments and is a ~~portion~~section of the organization designated as such on the Organizational al Chart.
- ~~10.11.~~ **“Department Head”** means the head of an established City department, having supervision of such department.
- ~~11.12.~~ **“Desirable Qualifications”** as stated in the class specifications means those requirements deemed highly suitable for employment ~~a person entering a position~~ in the classification described.
- ~~12.13.~~ **“Division Manager”** is the manager of several City departments, having supervision of Department Heads and reporting to the City Manager.
- ~~13.14.~~ **“Elective Service”** means all positions of elected officers.
- ~~14.15.~~ **“Eligibility List”** means the names of successful applicants according to relative performance on the total weighted examinations.
- ~~15.16.~~ **“Employee”** means a person ~~legally~~ occupying a position in the City service.
- ~~16.~~ **“Employee Organization”** ~~means any organization which includes City employees and which has as one of its primary purposes the representation of such employees in their relations with the City.~~
17. **“Full-Time Employees”** shall mean those employees whose positions require the total number of hours prescribed for normal employment in the class or position, generally 40 hours per workweek. All positions shall be full-time unless otherwise designated, or unless the compensation is fixed upon the basis of part-time work. Full-time employees receive all benefits



provided in these rules, unless otherwise provided in an MOU, or an employment agreement approved by the City Council.

18. **“Police Officer Lateral Entry”** A Police Officer possessing a California P.O.S.T. Basic Certificate and employed- for a minimum of 18 months with a California Police or Sheriff’s Department or Highway Patrol.
  
19. **“Limited Service”** includes all or any of the following:
  - a. **“Part-time Employee”** means a person holding an authorized position which is designated part-time, and the compensation for which is fixed upon the basis of part-time work. Part-time employees may have different rights to leave and other benefits under the law or these rules, depending on the number of hours they work. A part-time employee serves as an at-will employee and at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or appeal.
  
  - b. **“Seasonal Employee”** means ~~a person~~ an employee temporarily employed in a position, which is not regular and is not dependent upon a condition of emergency, but is regularly recurrent in certain offices or departments based on seasonal workload. ~~A seasonal employee is not a full or part-time employee, and is not appointed from an eligibility list. A seasonal employee is appointed on a seasonal basis, not to exceed six (6) months. A seasonal employee serves as an at-will employee and at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal.~~
  
  - c. **“Temporary Employee”** means ~~a person~~ an employee employed on a temporary basis because of the workload within a department. A temporary employee is not a full or part-time employee, and is not appointed from an eligibility list. A temporary employee is appointed on a project oriented or department workload as needed basis, not to exceed six (6) months. A temporary employee serves as an at-will employee and at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal.
  
  - d. ~~**“Federally Funded Employee”** means a person employed under the provisions of a Federal Government subsidy. May be full-time or part-time with benefits applicable.~~

~~20. “Majority Representative” means a recognized employee organization that has been granted formal recognition by the city Council upon the recommendation of the Personnel commission as representing the majority of employees in an appropriate unit.~~

~~21. “Meet and Confer in Good Faith” means that the authorized representatives of the City and the representatives of recognized employee organizations have the mutual obligation personally to meet at reasonable times and confer in order to freely exchange information, opinions, and proposals and to endeavor to reach agreement on matters within the scope of representation. The obligation to meet and confer in good faith does not compel the representative of either party to agree to a proposal or to make a concession.~~

~~22.~~20. **“Military Leave”** means leave of absence for Military Duty.

~~23.~~21. **“Position”** means a combination of current duties and responsibilities legally assigned to a single officer or employee and performed on either a full or part-time basis.

~~24. “Probationary Period” is defined as a working test period during which an employee is required to demonstrate his/her fitness for the duties of the position to which he/she is appointed.~~

~~25.~~22. **“Provisional Employee”** shall be a full-time employee appointed in the absence of an eligibility list for a stipulated period of time.

~~26.~~23. **“Reallocation”** means a change in allocation of an individual position from one class to another.

~~27.~~24. **“Recognized Employee Organization”** means an employee organization that has been recognized as provided for herein by the City as an employee organization that represents City employees. ~~The rights accompanying recognition are either:~~

~~a. “Formal Recognition” which is the right to meet and confer in good faith as the majority representatives in an appropriate unit; or~~

~~b. “Informal Recognition” which is the right to consultation in good faith by all recognized employee organizations.~~

~~28.~~25. **“Strike”** means any concerted stoppage of work by a City employee or employees, or a concerted slow-down or other concerted interruption of City operations by an employee or employees. A strike shall be considered an emergency situation.

~~29-26.~~ **“Title”, “Class Title”, or “Title of Class”** means the official name applied to a class and to each position allocated to the class and to the legally appointed incumbent of each such position.

~~30-27.~~ **“Unclassified Service”** includes those positions as specified in Section 2-236 of the Municipal Code, which are exempted from the **“Classified Service”** in the annual Management/Confidential Salary and Benefit Resolution and Section 2-236 of the Municipal Code.

## SEC. 1. ~~913~~ **POLITICAL ACTIVITY**

### A. During Working Hours

Employees in the service of the City shall not advocate the election or defeat of any ballot proposition or any candidate for any political office or engage in any other kind of political activity during his/her assigned working hours or while on City property. No employee or official shall participate in political activities while dressed in the uniform required in any department of the City or dressed in any other City-issued clothing. whether or not it is during his/her assigned working hours.

### B. Political Contributions

No officer or employee of the city, ~~or any other person directly or indirectly~~ shall solicit or receive, ~~or in any manner be concerned in soliciting or receiving,~~ from anyone on an eligible list or employed in the service of the city, any assessment, subscription, contribution, or political service, for aiding or assisting in the campaign for election, or appointment to any ~~political or official or other~~ position in the City, either partisan or nonpartisan.

### ~~C. Political Affiliation~~

~~No Person in the City service or seeking admission thereto shall be favored or discriminated against in his/her employment because of political affiliations.~~

## SEC. 1.14 ~~**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION**~~

### ~~A. Policy~~

~~The City of West Covina will take affirmative action to:~~

- ~~1. ensure that the City does not discriminate in employment on the basis of race, color, religion, national origin, sex, age, handicap, or marital status;~~
- ~~2. ensure that employment decisions are based on job-related criteria; and~~

- ~~3. improve the utilization in the city work force of various groups, women or men and the handicapped where they are not adequately represented.~~

## SEC. 1.10 POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION; COMPLAINT PROCEDURE

### A. Purpose

The City has a strong commitment to prohibiting and preventing discrimination, harassment and retaliation in the workplace. The City has zero tolerance for any conduct that violates this Policy. Conduct need not arise to the level of a violation of state or federal law to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. This Policy establishes a complaint procedure for investigating and resolving internal complaints of discrimination, harassment and retaliation. The City encourages all covered individuals to report any conduct they believe violates this Policy as soon as possible. Any retaliation against an employee because they filed or supported a complaint or because they participated in the complaint resolution process is prohibited. Individuals found to have retaliated in violation of this Policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

### B. Covered Individuals and Scope of Policy

The individuals covered by this Policy are: applicants; employees regardless of rank or title; elected or appointed officials; interns; volunteers; and contractors. This Policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

### C. Definitions

#### 1. Protected Classification

This Policy prohibits harassment, discrimination or retaliation because of an individual's protected classification. "Protected Classification" includes race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, reproductive health decision making, or military and veteran status, or any other basis protected by law. This Policy prohibits discrimination, harassment or retaliation because: (1) of an individual's protected classification; (2) the perception that an individual has a protected classification; or (3) the individual associates with a person who has or is perceived to have a protected classification.

2. Protected Activity

This Policy prohibits discrimination, harassment, or retaliation because of an individual's protected activity. Protected activity includes: (1) making a request for an accommodation for a disability; (2) making a request for accommodation for religious beliefs; (3) making a complaint under this Policy; (4) opposing violations of this Policy; or (5) participating in an investigation under this Policy.

3. Discrimination

This Policy prohibits treating covered individuals differently and adversely because of the individual's protected classification, actual or perceived; because the individual associates with a person who is member of a protected classification, actual or perceived; or because the individual participates in a protected activity as defined in this Policy.

4. Harassment

Harassment includes, but is not limited to, the following types of behavior that are taken because of a person's actual or perceived protected classification:

- (a) Speech, such as epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This includes inappropriate comments about appearance, dress, physical features, gender identification, or race-oriented stories and jokes.
- (b) Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
- (c) Visual acts, such as derogatory posters, cartoons, emails, pictures or drawings related to a protected classification.
- (d) Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

#### D. Guidelines for Identifying Harassment

Harassment includes any conduct that would be unwelcome or unwanted to an individual of the recipient's same protected classification. The following guidelines to determine if conduct is unwelcome or unwanted should be followed:

- (a) It is no defense that the recipient "appears" to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized or subjected to retaliation.
- (b) Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one has yet complained does not preclude someone from complaining if the conduct is repeated in the future.
- (c) Even visual, verbal, or physical conduct between two people who appear to welcome the conduct can constitute harassment of a third person who witnesses the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.
- (d) Conduct can constitute harassment even if the individual has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual would find it offensive (e.g., gifts, over-attention, endearing nicknames, hugs).

#### E. Retaliation

Retaliation occurs when an employer takes adverse conduct against a covered individual because of the individual's protected activity as defined in this Policy. "Adverse conduct" may include but is not limited to: (1) disciplinary action; (2) counseling; (3) taking sides because an individual has reported harassment or discrimination; (4) spreading rumors about a complainant or about someone who supports or assists the complainant; (5) shunning or avoiding an individual who reports harassment or discrimination; or (6) making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

## F. Complaint Procedure

A covered individual who believes he or she has been subjected to discrimination, harassment or retaliation may make a complaint – orally or in writing – to any supervisor, any manager, or any department head, without regard to any chain of command. Any supervisory or management employee who receives a harassment complaint should immediately notify the Personnel Officer. Upon receiving notification of a harassment complaint, the Personnel Officer will complete and/or delegate the following steps. If the Personnel Officer is accused, or a witness to the events at issue, an individual with higher authority will complete and/or delegate the following steps.

- (a) Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with: (1) the complainant; (2) the accused; and (3) other persons who have relevant knowledge concerning the allegations in the complaint.
- (b) Review the factual information gathered through the investigation to determine whether the alleged conduct violates the Policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
- (c) Report a summary of the determination as to whether this Policy has been violated to appropriate persons. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
- (d) If conduct in violation of this Policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
- (e) Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation.

## G. Option to Report to Outside Administrative Agencies

An individual has the option to report harassment, discrimination or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD). These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed on the Internet, in the government section of the telephone book or employees can check the posters that are located on City bulletin boards for office locations and telephone number.

## H. Confidentiality

Every effort will be made to assure the confidentiality of complaints made under this Policy to the greatest extent allowed by law. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. An employee who is interviewed during the course of an investigation is prohibited from attempting to influence any potential witness while the investigation is ongoing. An employee may discuss his or her interview with a designated representative. The City will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

## I. Responsibilities

(a) Each non-manager or non-supervisor is responsible for:

- 1) Treating all individuals in the workplace or on worksites with respect and consideration.
- 2) Modeling behavior that conforms to this Policy.
- 3) Participating in periodic training.
- 4) Cooperating with the City's] investigations pursuant to this Policy by responding fully and truthfully to all questions posed during the investigation.
- 5) Taking no actions to influence any potential witness while the investigation is ongoing.
- 6) Reporting any act he or she believes in good faith constitutes harassment, discrimination or retaliation as defined in this Policy, to his or her immediate supervisor, or department head, or Personnel Officer.

(b) In addition to the responsibilities listed above, each manager and supervisor is responsible for:

- 1) Informing employees of this Policy.
- 2) Taking all steps necessary to prevent harassment, discrimination and retaliation from occurring, including monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.



- 3) Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
- 4) Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
- 5) Informing those who complain of harassment or discrimination of his or her option to contact the EEOC or CRD regarding alleged Policy violations.
- 6) Assisting, advising, or consulting with employees and the Personnel Officer regarding this Policy.
- 7) Assisting in the investigation of complaints involving employee(s) in their departments and, when appropriate, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Policies, up to and including termination.
- 8) Implementing appropriate disciplinary and remedial actions.
- 9) Reporting potential violations of this Policy of which he or she becomes aware to the Personnel Officer regardless of whether a complaint has been submitted.
- 10) Participating in periodic training and scheduling employees for training.

~~B. Disabled Employees~~

- ~~1. The City's policy shall be to make such efforts as are consistent with the provisions of these rules, to place physically or mentally disabled employees in such positions as are available in the City service where their disabilities will not affect their performance of duties.~~
- ~~2. No employees shall hold any position in a class, where he/she is physically and/or mentally unable to perform fully the duties of such position, and without hazard to himself/herself or others.~~

SEC 1.11 REASONABLE ACCOMMODATION AND INTERACTIVE PROCESS

A. Reasonable Accommodation

Absent undue hardship or direct threats to the health and safety of employee(s), the City provides employment-related accommodations to:

- (a.)qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions; and
- (b.)employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider; and
- (c.)employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
- (d.)employees who request reasonable accommodation to address a conflict between.

B. Supporting Documentation or Certification

1. Reasonable Medical Documentation of Disability

If the disability or the need for reasonable accommodation is not obvious, the City may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the agency will: (1) explain the insufficiency; (2) allow the employee or applicant to supplement the documentation; and (3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

2. Medical Certification Indicating the Need for a Reasonable Accommodation or Transfer Due to Pregnancy or Related Conditions

If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the City will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: (1) a description of the requested accommodation or transfer; (2) a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and (3) the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

3. Certification of Victim Status

- (a) An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for his or her safety while at work must provide both of the following:

- (b) A written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
- (c) A certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.

### C. Fitness for Duty Examinations

#### 1. Applicants

After the City extends a conditional offer of employment to an applicant, the City may require the applicant to submit to a fitness for duty examination that is job-related, necessary for efficient operations of the agency, and required of all applicants for the job classification. The City will notify an applicant or employee who is required to pass a medical and/or psychological examination of his/her right to obtain a second opinion at his/her expense and that he/she may submit such second opinions for consideration.

#### 2. Current Employee

The Personnel Officer may require an employee to submit to a fitness for duty examination to determine if the employee has a disability and is able to perform the essential functions of his or her job when there is significant evidence that:

- (a) the employee's ability to perform one or more essential functions of his or her job has declined; or
- (b) could cause a reasonable person to question whether an employee is still capable of performing one or more of his or her essential job duties, or is still capable of performing those duties in a manner that does not harm him or herself or others.

#### 3. Role of Health Care Provider

The City may request the applicant's or employee's health care provider to conduct a fitness for duty exam on the applicant or employee, or may

request an City-selected health care provider to do so at the City's expense. The City will allow an employee paid time off to attend the exam. The City will provide the health care provider with a letter requesting a fitness for duty examination and a written description of the essential functions \of the job. The examination will be limited to determining whether the applicant or employee can perform the essential functions of his/her position and any work restrictions and/or functional limitations that apply to the applicant or employee. The health care provider will examine the employee and provide the City with non-confidential information regarding whether:

- (a) The applicant or employee has a disability within the meaning of the California Fair Employment and Housing Act;
- (b) The applicant or employee is fit to perform essential job functions;
- (c) Workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations;
- (d) There are any reasonable accommodations that would enable the employee to perform essential job functions; and
- (e) The employee's continued employment poses a threat to the health and safety of him or herself or others.

Should the health care provider exceed the scope of the City's request and provide confidential health information, without valid consent of the applicant or employee, the City will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that the City has requested.

#### 4. Authorization for Use of Medical Information

During the course of a fitness for duty examination, the City will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

#### 5. Medical Information from the Employee or Applicant

If an employee or applicant submits medical information to the City from his or her own health care provider, the Personnel Officer will not forward that information on to the health care provider who conducted the examination for the City, without the employee or applicant's written authorization. Upon receipt of the written authorization, the Personnel

Officer will request the City-paid health care provider to determine whether the information alters the original fitness for duty assessment.

D. Interactive Process

1. When to Initiate the Interactive Process

The Personnel Officer will initiate the interactive process when:

- (a) An applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s);
- (b) The City otherwise becomes aware of the need for an accommodation through a third party (e.g. a doctor's note requesting an accommodation), or by observation of the employee's work;
- (c) The City becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation;
- (d) An employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider;
- (e) An employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave;
- (f) An employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for his or her safety at work;
- (g) An employee requests an accommodation to address a conflict between religious belief, observance, or practice and any employment requirement; or
- (h) An employer is aware of the need for a reasonable accommodation for an employee's or applicant's religious beliefs, observance or practices.

2. Interactive Communication and Potential Accommodations for Applicants or Employees with Disabilities

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the Personnel Officer will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and his or her designated representative, (if any). The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations. The Personnel Officer will document these communications in writing.

Depending on the facts of each case, the interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the individual to retain his or her current job. The process will generally then move on to possible reasonable accommodations in other vacant jobs, for which the individual is qualified, if there is no reasonable accommodation in the current job that does not cause undue hardship, or that does not present a risk of harm to the individual or others. The City will consider accommodations that the applicant or employee suggests, but has the right to select and implement any reasonable accommodation that it deems effective.

3. Determination

After the interactive process communications, the Personnel Officer will review the information received, and determine: whether all available information has been reviewed; whether all potential accommodations that the applicant or employee has suggested have been considered; whether additional discussions with the applicant or employee would be helpful; whether the applicant's or employee's preferences have been taken into account; if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming him or herself or others; and if the accommodations would pose an undue hardship on City finances or operations. The Personnel Officer will inform the applicant or employee of his or her determination in writing. The Personnel Officer will use his or her discretion based upon the particular facts of each case.

4. Access to Medical Information Regarding Fitness for Duty

Medical records and information regarding fitness for duty, or the need for an accommodation, will be maintained separately from non-medical records and information. Medical records and information regarding fitness for duty and the need for accommodation will be accessible only by the

Personnel Officer, the City's legal counsel, first aid and safety personnel in case of emergency, and supervisors who are responsible for identifying reasonable accommodations. Medical records and information contained therein may be released pursuant to state and federal law.

## **RULE II**

### **CLASSIFICATION**

#### **SEC. 2.1     THE CLASSIFICATION PLAN**

The Council upon recommendation of the Personnel Officer and review of the Personnel Commission shall create and adjust classes of positions in the classified service which classes shall be known as the "Position Classification Plan of the City of West Covina."

- A. The Council, at any meeting thereof and upon recommendation of the Personnel Officer and review of the Personnel Commission, may by resolution, adopted by a majority vote, create new classes or divide, combine or abolish existing classes and may reassign a class from one salary range to another.

- B. All existing positions and all new positions in the classified service created or established by the Council shall be allocated by the Personnel Officer to their proper class in the classification plan.
- C. The classification title of a position shall be used in all official personnel and budget records and transactions.
- D. Whenever in the judgment of the Council it is necessary for the expeditious transaction of the business of the City for a department to employ a person on an emergency or extra help basis in a position for which there is no classification, then the Council may authorize such employment. In such case the Council, on recommendation of the Personnel Officer, shall by motion, fix the amount of compensation, and may determine the minimum qualifications for such additional employees, and shall limit ~~in advance~~ the period of time the position may be allowed.

SEC. 2.2 **CREATION AND ABOLISHMENT OF POSITIONS**

- A. The Council shall have authority to create and abolish positions in the City service.
- B. The incumbent of an abolished position may be laid off, transferred, or demoted. Such action shall not be subject to the appeal process.

SEC. 2.3 **AMENDMENT AND MAINTENANCE OF CLASSIFICATION PLAN**

Whenever one or more new positions are under consideration for possible establishment, or whenever because of any revision in organization methods, a significant change of the duties or responsibilities of any existing position is made which may require the reallocation of such position, or whenever a new class is created to which any position may more appropriately be allocated, or whenever because of the abolishment or combination of any existing positions, or classes, an amendment of the classification plan is required, one or a combination of the procedures stipulated [as follows](#) ~~in the following~~ shall be observed:

1. The appointing authority shall ~~forthwith~~ report any significant facts relating to such possible changes in writing to the Personnel Officer in the manner prescribed.
2. The Personnel Officer upon written request of any employee, or upon his/her own initiative, after consultation with the head of the department



concerned, may undertake an inquiry of the classification of any position.

3. Upon either of the above initiations, the Personnel Officer shall study the assigned duties and responsibilities of any such position and the qualifications required for filling the same, and of the relationships of such positions to other classes of positions in the classification plan.
4. On the basis of such ~~investigation~~ investigation, the Personnel Officer shall ~~then~~ make a determinations as to the appropriate action as follows: (1) for no change in allocation of the position; or (2) allocation of the position to a more appropriate class in the existing classification; or (3) the establishment of the new class to which the position would be allocated; ~~whichever is the appropriate action.~~
5. The Personnel Officer shall recommend to the Council any change in the existing classes and class specifications he/she deems appropriate. Such proposed changes shall be reviewed by the ~~Personnel~~ Commission as provided in these Rules.

#### SEC. 2.4 CLASS SPECIFICATIONS

- A. The Personnel Officer shall maintain a ~~written~~ specification for each class, and such class specifications when approved and adopted by the Council, shall constitute the official specifications of classes in the City service. Such specifications shall be based on a study of the duties and responsibilities of positions in the City services. Each class specification shall set forth the title of the class, class definition, distinguishing characteristics, if necessary, examples of duties, and a statement of qualifications for proficient performance of the work.
- B. The ~~official copy of each~~ class specification shall be ~~contained in the official book of class specifications~~ maintained by the Personnel Officer. The ~~official copy of the~~ specification shall be open to inspection by employees and the public.
- C. Said specifications referred to herein and any modifications or amendments thereto shall be made by a Resolution, duly passed and adopted by the majority vote of the Council.

#### SEC. 2.5 INTERPRETATION OF CLASS SPECIFICATIONS

The class specifications are descriptive and explanatory and not restrictive. They are intended to indicate the kinds of positions allocated to the various classes and should not be construed as limiting the assignment to the prescribed ~~of~~ duties and responsibilities. ~~to any position.~~ The use of a particular expression or an illustration as to duties should not be interpreted to exclude others not mentioned that are of similar kind or quantity. The specifications for each class should be considered in its entirety and in

relation to other classes in the classification plan. Consideration should be given to the general duties, specific tasks, responsibilities, qualifications desired and relation to other positions determine ~~as affording together a picture of~~ the kind of employment the class is designed to embrace.

## RULE III

### COMPENSATION

#### SEC. 3.1 ~~SALARY ANNIVERSARY DATES~~

~~Employees shall have a salary anniversary date of the first or sixteenth day of the month, whichever is closer to the date of his/her employment, promotion, reinstatement or reemployment.~~

#### SEC. 3.12 INCREASES WITHIN THE SALARY RANGE

A. ~~Normally, and as a general rule, C~~lassified employees based upon evaluation of performance may be considered eligible for an increase in salary according to the following general plan:

1. The numbers 1, 2, 3, 4, and 5 respectively denote the various merit steps in the pay range.
2. Salary Sstep "1" ~~will shall~~ be paid upon initial employment and for a period of six months from the anniversary date.
3. ~~Salary step "2" will be paid U~~pon completion of six months of employment in Ssalary Sstep "1" where the ~~employee~~department head determines the employee has demonstrated satisfactory job performance and the employee receives a ~~has demonstrated satisfactory performance rating of satisfactory or higher, job, progress and normally increasing productivity and upon recommendation of the department head~~the employee is eligible for Salary Step "2".
4. Upon completion of one year of employment in Salary Step "2" where the department head determines the employee has demonstrated satisfactory job performance and the employee receives a performance rating of satisfactory or higher, the employee is eligible for an increase to Salary Step "3." Any further advancement in salary step(s) shall follow this aforementioned requirement and process.
- 3.5. All other advancements in salary step are subject to the consideration and approval by the Personnel Officer/City Manager.
4. ~~Salary step "3" will be paid upon completion of one year of employment in salary step "2" where the employee has demonstrated satisfactory job progress and productivity and upon recommendation of the department head.~~
5. ~~Salary step "4" will be paid upon completion of one year of employment in salary step "3" where the employee has demonstrated job progress and productivity and upon recommendation of the department head.~~

~~6. Salary step "5" is a merit step, and will be paid upon completion of one year employment in salary step "4" where the employee has convincingly demonstrated job progress and productivity and upon the recommendation of the department head, and approval of the Personnel Officer.~~

- B. An employee employed or reemployed at any step above step~~the~~ "1" ~~step~~ may advance to the next higher step in his/her range no sooner than one year from the anniversary date of his/her employment or reemployment.
- C. ~~On or about t~~Thirty (30) days prior to each employee's salary ~~increase~~ anniversary date, the department head shall be advised in writing ~~by the Personnel Officer~~ that the employee will be eligible for a salary increase~~;~~ ~~and~~ ~~for step~~the "2" ~~step~~ and above, the department head shall advise the Personnel Officer in writing prior to the employee's ~~salary increase~~ anniversary date whether he/she recommends or does not recommend that the employee be advanced to the next higher step of the range. The Personnel Officer shall notify the Finance Department in writing of all anniversary ~~increases~~ and such notification shall constitute authorization for the Finance Department to make payment to the employee at a higher rate.

### SEC. 3.23 SALARY ON APPOINTMENT

#### A. Superior Qualifications

New employees shall be appointed at the first step of the salary range to which their class is assigned except when it appears that the education and previous training or experience of a proposed employee are substantially superior to those required of the class and justify a beginning salary in excess of such minimum compensation~~;~~ ~~U~~pon recommendation of the department head or appointing authority, the City Manager may authorize an appointment at a higher step. Such department head or appointing authority shall submit his/her recommendation to the Personnel Officer in such form, together with such information as the Personnel-officer may require.

#### B. Recruitment Step Advancement

Upon recommendation of the ~~d~~Department ~~h~~Head, initial employment at salary step "2" or "3" may be authorized by the City Manager when a particularly difficult recruiting problem for a class is found to exist. In such cases the incumbents in the affected class shall be advanced to the next higher step to the one they are then earning in the case of "2" step recruiting, or to the second higher step in the case of "3" step recruiting. New salary ~~increase~~ anniversary dates for said incumbent employees shall be established based on the date of the salary increase.

### ~~SEC. 3.4 SALARY ON APPOINTMENT – LATERAL ENTRY~~

~~Notwithstanding anything in these Rules to the contrary, upon recommendation of the Department Head and the approval of the City Manager, initial employment may be made at 1, 2, or 3 step upon a showing of good cause and when a part of a lateral entry program conducted by the city.~~

### SEC. 3.~~35~~ **SALARY ON PROMOTION**

Except in instances where the granting of a full step increase would result in a salary in excess of the top step of the range, any employee who is promoted to a position in a class with a higher salary range shall be placed on the step in the new higher range which is at least equal to an advancement of a full step over the step he/she held in his/her former range in the basic salary schedule. If the maximum of the range would be exceeded by such advancement, the employee shall receive the top step of the salary range. An employee thus promoted is assigned to a new salary increase anniversary date effective on the date of promotion. An employee who, on his/her anniversary date is promoted to a class with a higher salary range shall first receive any within range increases to which he/she is entitled, and then the higher step as provided in this section.

### SEC. 3.~~64~~ **SALARY ON REEMPLOYMENT**

An employee shall be placed at the same salary step or its equivalent that the employee occupied at a time of layoff.

### SEC. 3.~~75~~ **SALARY UPON REINSTATEMENT POST RESIGNATION**

- A. A reinstated employee shall not receive ~~not~~ more than the salary step ~~in the salary range~~ he/she received prior to his/her separation. ~~and the anniversary date shall be extended for advancement purposes one month for each 30 calendar days between resignation and reinstatement.~~
- B. Reinstated employees who were granted an education incentive salary differential prior to termination shall be granted that same salary differential upon reinstatement.

### SEC. 3.~~8-6~~ **SALARY ON TRANSFER**

Any employee who is transferred from one position to another position in the same class, or to another position in a class having the same salary range, shall be compensated at the same step in the salary range as he/she previously received and his/her salary increase anniversary date ~~shall not change.~~

### SEC. 3.~~9-7~~ **SALARY ON NON-DISCIPLINARY DEMOTION**

Any employee who is demoted to a position in a class with a lower salary range shall have his/her salary reduced to the salary step in the range for the lower class which is the same step he/she would have received in that lower class if his/her services had

been continuous in said lower class; he/she shall retain his/her current [salary increase](#) anniversary date.

### SEC. 3.840 **SALARY ON CHANGE IN RANGE ASSIGNMENT**

Whenever a class is reassigned to either a higher or lower salary range by the Council, the salary of each incumbent in such class on the date the reassignment is effective shall be adjusted to the step salary position in the new range that corresponds to the step-salary position he/she was receiving in the former range and he/she shall retain the same [salary increase](#) anniversary date. When a salary range reassignment becomes effective on the same date as an employee's [salary increase](#) anniversary date, he/she shall first receive any within range increase to which he/she is entitled and then receive his/her corresponding step adjustment.

### SEC. 3.920 **SALARY ON REALLOCATION OF POSITION**

- A. If the position is reallocated to a class having the same salary range, the salary and the [salary increase](#) anniversary date of the incumbent shall not change.
- B. If the position is reallocated to a class which has a higher salary range, then the salary of such employee ~~whoas~~ shall fill such position shall be governed by these rules. [Specifically Sec. 3.4, Salary on Promotion.](#)
- C. If the position is reallocated to a class with a lower salary range, and the employee's salary exceeds the top step of the class to which his/her position is reallocated, his/her salary shall not change until it is exceeded y the top step of the class. The employee's [salary increase](#) anniversary date shall not change.

### SEC. 3.102 **SALARY ON DEMOTION**

Any employee who is demoted to a position in a class with a lower salary range shall have his/her salary reduced to the salary step in the range for the lower class which is:

- A. If a disciplinary demotion, to any designated salary step in the lower salary range which is at least one step less than that received in the salary range for the class from which demoted. A new [salary increase](#) anniversary date shall be established on the basis of the demotion.
- ~~B.~~ If a non-disciplinary demotion, to that salary in the dollar amount he/she would have received in that lower class if his/her services had been continuous in said lower class, he/she shall retain his/her current [salary increase](#) anniversary date.

### ~~C. SEC. 3.13 **CALL-BACK COMPENSATION**~~

~~D. Police Call-Back~~~~E. Sworn classified personnel and Lieutenants in the Police Department shall be paid at a time and one-half rate with a two-hour minimum for emergency call-back time, which falls within a normal off-duty period.~~~~F. Fire Call-Back~~~~G. 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.~~~~H.—~~~~I. Maintenance Call-Back~~~~J. Whenever a Maintenance Department employee is required to return to work, he/she will be paid a minimum of two hours at time and one-half, and time and one-half for time worked in excess of two hours. Whenever an employee is required to work on a call-back basis, the employee may elect to receive compensatory time at a time and one-half rate.~~~~K. General Employee Call-Back~~~~L. If an employee, other than a safety or Maintenance Department employee is required to return to work at the request of his/her department head while on regularly scheduled time off, the employee shall receive a minimum of two hours pay at the rate of time and one-half. Such employee shall be compensated at the applicable rate for all time worked in excess of two hours, including necessary travel time from the employee's home to the job site and return. The minimum provided for herein shall not be paid more than twice during any one calendar day.~~~~M. SEC. 3.14 — COURT TIME PAY~~~~N. Time spent in court beyond the regularly scheduled shift will be paid at a time and one-half rate with a two-hour minimum guarantee.~~~~O. SEC. 3.15 — STANDBY COMPENSATION~~~~P. Court Standby~~~~Q. For each occasion a sworn police employee is placed on standby by the courts, the City will pay the employee \$50, provided such standby occurs beyond the employee's regularly assigned shift. The \$50 payment will be the maximum paid to any sworn police employee for all standby assignments in one day, except when additional pay-outs are authorized by the Chief of Police.~~~~R. Community Service Officers, Cadets, Jailers, and Police Records Clerks, on call during off-duty hours shall be compensated at a rate of \$30 per day. Public Safety~~

~~Dispatchers will be compensated at a rate of \$35 per day. (Resolution # 7990.5-1/87, Resolution # 8147-1/88, and Resolution # 8453-1/90)~~

~~S. Standby Maintenance (Non-Clerical and Non-Management)~~

~~T. Maintenance Department employees required to serve on standby will be compensated either eight hours earnings at straight time or four hours compensatory time off. A listing of names and dates of employees placed on standby will be provided. The City will attempt to solicit volunteers first and will place on standby only those employees who reside 15 or fewer miles from the West Covina city limits. Standby will be rotated uniformly among the appropriate department employees.~~

~~U. Holiday Week - When an employee is required to serve on standby during a holiday week, the employee shall receive twelve hours pay at straight time or twelve hours of compensatory time off.~~

~~V. Thanksgiving Holiday Week - When an employee is required to serve on standby during the Thanksgiving Holiday Week, the employee shall receive sixteen hours pay at straight time or twelve hours of compensatory time off.~~

~~W. SEC. 3.16 **ACTING PAY**~~

~~X. Employees in the General, Public Safety Dispatchers, and Police Associations serving in an acting status shall receive a full step increase in compensation payable from the 31st calendar day of such appointment until the completion of the appointment, provided such acting appointments are made in writing by the appointing authority with a copy to the Personnel Office.~~

~~Y.~~

~~Z. B. Employees in the Maintenance Department who are not clerical or management will be paid acting pay after the completion of twenty-two (22) non-consecutive work days \_\_\_\_\_ or the equivalent thereof in an "acting" status. Once an employee has received acting pay in a specific assignment class, such employee shall receive acting pay for any additional time worked in said assignment. Notwithstanding the above, continuous service employees who have been paid acting pay within the eighteen (18) month period beginning on July 1, 1981, and ending on December 31, 1982, shall be eligible for acting pay beginning with the first day worked in the class for which acting pay was received.~~

### SEC. 3. ~~11121~~ **MONTHLY SALARY**

Monthly salary rates are based on a 40-hour work-week and no authorization may be made for an non-exempt employee to work less than said work-week without a directly proportionate decrease in compensation.



~~Monthly salary rates for Police shift personnel are based on a 37 1/2 hour work week (36/48 hour work week for Jailers), with the condition that at the end of each month the employee will owe the City 10 hours (Jailers will owe the City 4 hours), to be reconciled in the following manner and order:~~

- ~~1. Reduction of straight time pay (training compensation).~~
- ~~2. Reduction in court on-call pay at the rate of 2 hours per each on-call status.~~
- ~~3. Reduction in time and one half pay.~~

~~A.~~

### ~~SEC. 3.23~~ **PERS MEMBERS CONTRIBUTIONS**

~~There shall be added to the base compensation payable to each employee an amount which shall be equal to 7% of the salary amount reportable to the Public Employees Retirement System. Such 7% shall constitute the entire or partial member's contribution required to be made under the system. The amount of additional compensation payable pursuant to this section shall constitute deferred compensation and the city shall pay the amount so deferred to the Public Employees Retirement System for the account of the employee entitled thereto as required by Section 20683 of the Government Code. Effective July 1, 1988, the city PERS contribution, on behalf of sworn Police employees, shall be increased from 7% to 9%. (Resolution #8146 - 1/88) Effective July 1, 1989, the City PERS contribution on behalf of sworn Fire employees, shall be increased from 7% to 9% (Resolution #8287 - 1/89).~~

### ~~SEC. 3.30~~ 1239 **SPECIAL SALARY ADJUSTMENTS**

Notwithstanding anything in these ~~r~~**R**ules to the contrary, ~~in order to correct gross inequities, or to reward outstanding achievement and performance that the City Council may find justified,~~ the Council may by a four-fifths vote, upon recommendation of the department head or appointing Authority and the Personnel Officer, adjust the salary rate of an incumbent of a particular position to any step within the salary range for the class to which the position is allocated.

## RULE IV

## APPLICATIONS, RECRUITMENT, AND EXAMINING

SEC. 4.1 **CONDITIONS OF EMPLOYMENT**

A. The City shall have the right to require all applicants to complete and submit any applications, agreements, or statements pertinent to their employment, as stipulated by decision of the City Council.

B. All applicants for positions in the classified service shall be subject to an appraisal of their qualifications as provided in the Personnel Rules.

C. Basic Requirements of Applicants

1. No requirements as to residence in the City shall be made for any candidate at the time of his/her application, notwithstanding the fact that residence within the City or adjacent area may, at the discretion of the Council, be required of a regular employee.

~~4-2.~~ Job applications shall require information describing an individual's training, experience, and other pertinent information as deemed necessary to assess qualifications for the job. Applicants may be required to provide supplementary information, including but not limited to: answers to job-related questions; resume; licenses; certifications; diplomas; letters of recommendation; and references. All applications must be completed in full and signed, physically by the person applying. The Personnel Officer will not process any application which is not fully completed and signed. Should an applicant be appointed to a position, the supplemental information shall become a part of the individual's permanent employment records.

~~2. The Personnel Officer may require applicants to furnish such evidence of good character, temperate habits, sound health and physical ability to perform successfully the duties of the position applied for as he/she may deem necessary.~~

~~3. Candidates for employment in the Police series:~~

~~a. Shall be of sound physical condition, possessing strength, endurance and agility demonstrable in tests of physical performance and medical examination.~~

- ~~b. — Shall be of good mentality and emotional maturity, possessing traits including: initiative, alertness; integrity, reliability, courtesy, honesty, and good judgment.~~
- ~~c. — Shall be in good health and free from chronic disease, impairment of bodily function, loss or impairment of use of any digit, history of psychosis or psychoneurosis, or other disabling defects.~~
- ~~d. — Shall meet such other physical requirements as may be specified in the class specifications for the class for which the examination is held.~~

#### ~~D. — Ability to Perform Duties~~

~~General — The city may require that all applicants and employees be in a physical and mental condition which would allow him/her to perform duties of their position in a manner which would not endanger himself/herself or other employees and be subject to examination when, in the judgment of the Personnel Officer, such examinations are appropriate.~~

#### E.D. Loyalty Oath

Employees are required to sign a loyalty oath as prescribed by law.

### SEC. 4.2 **REQUEST TO FILL VACANCIES**

When a position is to be filled, the appointing authority shall notify the Personnel Officer and make a written request on the applicable form to fill the vacancy ~~on the prescribed forms~~ and providing such information as is required. The Personnel Officer shall advise the appointing authority ~~power~~ as to the availability of persons for employment in the position.

### SEC. 4.3 **ANNOUNCEMENT AND APPLICATIONS**

- ~~A. — The Personnel Officer shall prepare an official bulletin announcing any proposed examination. Suitable and effective methods of distributing information relative to job openings and securing the most qualified candidates available for competition shall be practiced. The examination bulletin shall contain all information of importance in the consideration of potential applicants.~~
- ~~B. — Official application forms shall be available in the office of the Personnel Officer and at such other places as will facilitate effective recruiting. Any person who requests an application form shall be given one.~~

The Personnel Officer will prepare a job announcement to announce a proposed recruitment. The announcement may be posted on the City's website and other

locations the Personnel Officer deems appropriate, depending upon whether the recruitment is open to the public or current employees only. The announcement will include:

- A. The title and pay for the position;
- B. The nature of the work to be performed and essential job duties of the position;
- C. The minimum qualifications, including whether the job is a promotional position;
- D. A statement of the employment status of the position – for cause or at-will;
- E. The last date that the Personnel Officer will accept applications, if any;
- F. The time, place, and type of the examination, if known, and if a medical examination, and/or a drug screen will be required following a conditional offer of employment; and
- G. Such other information as determined in the discretion of the Personnel Officer.

#### SEC. 4.4 **DISQUALIFICATION OF APPLICANTS BY PERSONNEL OFFICER**

- A. The Personnel Officer may disqualify any applicant either before or after examination for any of the following causes:
  - 1. ~~That he/she~~ Applicant is substantially lacking in any of the minimum qualifications or requirements set forth in the Personnel Ordinance, the Classification and Salary Resolution, the official class specifications for the class in which ~~exists the position for which~~ he/she is applying, or in the Personnel Rules.
  - 2. Application is received after the application deadline. ~~That he/she is physically unfit for the performance of the duties of the position to which he/she seeks employment.~~
  - 3. ~~That he/she has been adjudged guilty of any violation of the penal statute or of infamous or disgraceful conduct. The Personnel Officer may disregard the conviction if he/she find and determines that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since conviction, or the fact that the classification applied for is unrelated to such conviction.~~
  - 4. 3. That he/she Applicant has made ~~any~~ false statement or omission of any significant material fact, or practices or attempted to practice any deception or fraud in his/her application, examination, or appointment.

~~5. That he/she is addicted to the use of intoxicating liquors or to the use of narcotics, drugs, or other substances.~~

~~6. That he/she has been dismissed for inefficiency, delinquency, or misconduct.~~

~~7.4. For any material cause which, in the judgment of the Personnel Officer, would render the applicant unfit for the particular position for which the application is filed, including a prior resignation from the City service accepted with prejudice.~~

#### B. Criminal Conviction Check

After the City makes a conditional offer of employment, the Personnel Office may then request information about criminal convictions, except for misdemeanor marijuana-related convictions that are over two years old, or convictions that have been judicially sealed, eradicated, or expunged. Unless required by law, the City will not deny employment to any applicant solely because he or she has been convicted of a crime. The City may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position. This Policy does not apply to applicants for public safety jobs.

#### ~~B.C.~~ Notice of Rejection

Whenever an applicant is rejected, notice of such rejection shall be mailed or emailed to the applicant by the Personnel Officer, ~~who shall, upon applicant's written request, state the reasons for such rejection.~~

#### ~~C.D.~~ Incomplete or Defective Applications

Incomplete or defective applications may be corrected, provided the time limit for receiving applications has not expired at the time the application is corrected by the applicant.

### SEC. 4.5 **EXAMINATIONS**

#### A. Responsibility to Examine

1. The Personnel Officer will determine the manner and methods of administering examinations ~~is responsible for the conduct of examinations~~ for classes of positions within the City's service.
2. The ~~Personnel~~ Commission shall review the examination~~ing~~ programs as provided in the Personnel Ordinance. The City Council may, upon recommendation by the Personnel Officer and ~~Personnel~~ Commission,

contract with any responsible personnel agency for the performance ~~by the agency~~ of such technical examinationing services as may be desired.

B. Need for Examinations

The Personnel Officer shall determine when examinations are necessary. If there is a vacancy or one is anticipated, procedures governing an examination will be conducted as soon as practicable to establish or supplement an employment list.

C. Subject and Methods of Examinations

The examination content shall be determined or approved by the Personnel Officer, and at his/her discretion, the method of examining applicants may involve:

1. ~~Any evaluation of education, experience, or skills or tests which fairly evaluates the relative capacities of the applicants.~~ Examinations may consist of: written tests; oral tests; performance tests; evaluations of prior training and performance, experience and/or education; interviews; working style assessments; practical exercises; file review; or any combination thereof. The content of all examinations will be job-related and designed to test knowledge, skills or abilities that help predict successful completion of job duties.

~~2. Physical~~

2. A physical, medical, and/or psychological test may be made a part of any examination. Appointments to certain positions may be made contingent upon the applicant/employee passing a drug/alcohol test, and/or job-related medical and/or psychological examination. Such examination shall only be required after a conditional offer of employment has been made. When Such tests are required, they shall be made at the City's expense, by a duly licensed ~~physical or professional psychologist~~ health care provider.

~~Promotion to each class above the Firefighter and Police Officer level within the Fire and Police services shall require that the candidate have qualified in a medical examination within two years prior to the date of appointment.~~

3. ~~Background Investigation. A background investigation may be made a part of any examination.~~ Applicants who meet the minimum qualifications and pass all examinations may be subject to a background and/or reference check. It shall be conducted at the City's expense.
4. ~~Qualifications Appraisal Board.~~ In examinations where appropriate, the education, experience, qualifications and other pertinent information about

the candidates may be evaluated by a Qualifications Appraisal Board consisting of at least two Board members, and all members shall, during their review, be cognizant of the criterion to be consistently applied to the review of every application. If possible, at least one of the members shall be technically familiar with the character of the work in the position for which the applications will be examined. The weight to be given the evaluation of the above shall be determined by the Personnel Officer.

5. Failure in one part of the examination, or the failure to meet established standards described in the job announcement, may be grounds for declaring such applicant as failing in the entire examination. Each applicant will be notified by mail whether he or she will continue in the examination process.
6. Job applicants upon receipt of a conditional offer (with the exception of police officer positions) shall submit their fingerprints through Live-Scan to obtain criminal history record information.
- ~~3. Polygraph Test. Police candidates must qualify in a polygraph before the appointment becomes final.~~
- ~~4. Fingerprints. No person shall be granted an appointment of any category in the service of the City who has not placed a copy of his/her fingerprints on file with the Police Department. The Chief of Police shall provide reports concerning the outcome of all such fingerprints clearances to the Personnel Officer.~~

#### D. Open and Promotional Examinations

1. Examinations may be specified by the Personnel Officer as promotional only, as open only, or as both open and promotional. It shall be the policy of the Personnel Officer and the ~~Personnel~~ Commission to encourage the general practice of promotion within the City service wherever in their view a sufficient number of fully qualified candidates are available and such policy will contribute to a sound and efficiently operating City organization.
2. All examinations which are to be held on either promotional only or on both open and promotional basis, shall be so designated on the examination bulletin.
3. Employees shall be entitled to compete on a promotional basis in the promotional examination provided that they meet the requirements of the class for which the examination is to be held.

#### E. Conduct of Examinations

1. The Personnel Officer shall determine or approve the manner and methods of preparation of examinations, and by whom they are to be administered. The identity of persons taking written examinations shall remain confidential ~~not be disclosed~~ until after the examination papers of all applicants are marked and a passing score established.
2. Test Review by Candidates
  - a. ~~Inspection keys will not be provided for form, standardized, or copyrighted tests, or essay, or problem tests not subject to scoring by an absolute standard.~~
  - b.a. ~~For a period of~~ Within five working days ~~of immediately following~~ the date of an examination, candidates may file a request with the Personnel Officer to designee to inspect a keyed copy of the written or practical examination; ~~and submit written protests to the Personnel Officer on any items or parts of an examination.~~
  - e.b. Key inspection of the written or practical examination key shall be at such time and place and under such conditions of supervision as the Personnel Officer or designee shall require. Candidates will not be permitted to copy examination items except to take notes on the one or several under question.
  - d.c. Within ten calendar days of the examination date, a candidate may submit a written protest ~~or objection~~ to any item(s) in the written or practical examination only. Protests should cite authorities or references, in support and/or reason for challenge to item in sufficient detail to enable the Personnel Officer or designee to understand the objection and to complete any research which is necessary to evaluate the soundness of the protest. Protests based purely on personal opinion without cited authority may not be entertained by the Personnel Officer or designee.
  - e.d. Upon ~~timely~~ the receipt of ~~the test or item~~ protests, the Personnel Officer or designee shall review the basis for the protests, consulting with subject authorities as appropriate, and make a determination that the item(s) shall stand as keyed, be eliminated from the test, or that the key be modified and test shall be scored or rescored accordingly. In any case, the protestant shall be notified of the Personnel Officer or designee's decision.
3. Normally, scoring of tests will not be completed pending disposition of protests. However, aAs the needs of the service may require filling vacancies from employment lists, tests may be scored and other parts of the examination, certification and appointment process completed prior to receipt of or City's response ~~answer~~ to protests. Appointments so made are not subject to any challenge or appeal ~~legal deficiency even~~ should



subsequent test rescoring based on a protest alter the rank order of the employment lists.

#### 4. Veteran's Preference

Honorable discharged veterans of the Armed Forces of the United States, will be given a veteran's preference of ~~five per centum, or~~ five points, which shall be added to the earned total passing examination score in examinations for entrance level positions into the classified service. No veteran's preference points shall be credited to any veteran's scores on any promotional examination. The words, "Armed Forces of the United States" apply only to the actual Armed Forces of the United States and to members of the National Guard and State Militia only while called into and on active duty as part of the Armed Forces of the United States. A person must have completed his/her required military duty and have in his/her possession an Honorable discharge to obtain the Veteran's Preference. No applicant will be displaced as a result of another receiving Veteran's preference.

#### ~~5. Review of Test Scores~~

- ~~a. Within ten (10) days after the date of notification of test scores, candidates may review their answers against the examination key. The purpose of this review is to assure that papers have been correctly scored according to the official key.~~
- ~~a. Protests to the accuracy of scoring may be submitted to the Personnel Officer, and such corrective measures as appropriate may be taken.~~
- ~~b. Protests to the substance or key of items shall not be entertained as a result of this inspection period.~~
- ~~c. Candidates may review answer sheets for form, standardized, or copyrighted tests if the answer sheet is separate from the test questions. This review is related to verification of scoring.~~

~~6.5. Notice of Examination Results.~~ Each candidate who participates in an examination shall be sent written notice of the results of such examination, and if successful, of his/her final earned certification category on the employment list.

#### F. Rating

~~Sound~~ Reliable measurement techniques and procedures shall be used in rating the results of tests and in determining the relative ranking of the candidates. At the discretion of the Personnel Officer, failure on any part of an entire examination, may be grounds for declaring that the applicant has failed the entire examination, or that he/she is disqualified for subsequent parts of the examination. The Personnel Officer may also designate any part of an

examination as qualifying only, and no numerical weight need be assigned to passing scores in said part.

G. Appeals to ~~Personnel~~ Commission

1. The ~~Personnel~~ Commission shall consider appeals from final ratings in any examination only after such appeals are heard by the Personnel Officer and denied, where candidates allege noncompliance with Personnel Rules.
2. Appeals must be in writing and include information considered by the Personnel Officer. Upon receipt of such appeals the ~~Personnel~~ Commission shall conduct such hearings and investigations as it deems necessary and if it finds the allegations of the appellant to be matters of fact, it shall recommend corrective action to the City Manager.

## RULE V ELIGIBILITY LISTS

### SEC. 5.1 TYPE OF LISTS

- A. Promotional Only
- B. Open and Promotional
- C. Open Competitive Only

### SEC. 5.2 ESTABLISHMENT OF ELIGIBILITY CATEGORIES LISTS

- A. Upon scoring of all examination components, the ~~names of applicants will be placed in eligibility categories according to composite performance on weighted selection procedures. The categories include:~~ Personnel Officer shall prepare an eligible list of persons with passing grades. Starting with the highest score, the names of eligibles shall be placed on the list in order of their final ratings. If some eligibles have identical ratings, they shall be grouped as one standing for certification purposes. If two or more eligibles have the same total percentage standing on the eligibility list, they shall be ranked in order of their scores in that portion of the examination having the greatest weight. In case this fails to break the tie, the eligible who first filed their application shall be listed first.

~~1. Highly Qualified — Highest 30 percent of passing scores.~~

~~2. Well Qualified — Second highest 30 percent of passing scores.~~

~~3. Qualified — Lowest 40 percent of passing scores.~~

- B. If the examination was given on both a promotional and open competitive basis, two lists shall be formed. In case of tied scores, both applicants shall receive similar treatment which shall include certification at the same time, notwithstanding that such action may require an exception to any of these rules pertaining to numbers of persons certified.

### SEC. 5.3 DURATION OF LISTS

- A. Eligibility lists shall become effective upon the Personnel Officer's certification ~~that of~~ the lists. ~~were prepared and represent the relative evaluations of the applicants whose names appear on them.~~
- B. If a background investigation is required, applicants shall be referred to the Police Department according to relative performance and certified to the Eligibility List by the Personnel Officer upon successful completion of the background investigation.

- C. The review of the eligibility lists shall be included in the minutes of the ~~Personnel~~ Commission.
- D. Eligibility lists shall be effective for a period of one year from the date of their establishment, provided that the Personnel Officer may extend the period not to exceed twelve (12) months. The Personnel Officer may abolish ~~for cause~~ an eligibility list at any time and for any reason before the expiration date of the one-year period and request a new examination and preparation of a new eligibility list for any class of position.

#### ~~SEC. 5.4~~ **COMBINATION OF LISTS**

~~The Commission may, upon request of the Personnel Officer, combine successive eligibility lists when insufficient names make such combinations desirable. Names on eligibility lists for the same class of position shall be placed according to their relative evaluation on any merged eligibility list. The names shall be removed one year after initial certification.~~

#### SEC. 5.45 **REMOVAL OF NAMES FROM ELIGIBILITY LIST**

The Personnel Officer may remove the name of any eligible applicant from an eligibility list:

- A. On evidence that the eligible applicant cannot be located by postal authorities. Failure to reply within five (5) working days to a letter requesting information as to availability for appointment, or failure to notify the Personnel Officer of any change of address resulting in the return of letters without forwarding by the U.S. Post Office, will be considered grounds for removal. ~~With such evidence,~~ On submission of a request from the applicant, ~~therefore,~~ giving acceptable reasons as to why the notice was not returned or change of address not filed, the Personnel Officer may restore the name of an eligible candidate to the eligibility list.
- B. Upon receipt of a written statement from the eligible applicant declining appointment and stating that he/she wishesd his/her name to be removed from the employment list.
- C. If two offers of regular full-time employment in the class for which the eligibility list was established have been declined by the eligible applicant.
- D. Upon request of the appointing authority after a determination has been made by the Personnel Officer that the candidate does not meet job related standards.

#### SEC. 5.56 **ELIGIBILITY LIST PRIORITY**

Priority for consideration for employment shall be given to the various eligibility lists in the following order: Reemployment Lists, Promotional Lists, and Open Competitive Lists.

- A. The reemployment list for any position shall consist of the names of regular employees who have been laid off for lack of work or lack of funds from a position in the same class or an equivalent class to that in which the vacancy exists. Such names shall be placed on the reemployment lists in reverse order of layoff. Employees whose positions have been reallocated to a lower class, but who have not been demoted for cause shall also have their names placed on the reemployment list for the class from which their position was reallocated.
- B. Promotional lists shall consist of the names of regular employees who have been successful in a promotional examination for a higher class than that which they presently occupy. Probationary employees who compete in a promotional exam process will be certified after completion of initial probationary processes.
- C. Open competitive lists shall consist of the names of persons not employed by the City who have been successful in an examination or of employees of the City who have passed the examination, but have not yet attained regular status; or in the case where an examination has been designated as open competitive, only the names of all passing candidates whether regular employees, non-regular employees, or persons not employed by the City, shall be placed on the list in order of their scores.
- D. Promotional lists and open competitive lists shall be created as a result of examination as provided in these rules. The names of probationary employees who are laid off for lack of work or lack of funds may be restored to the same eligibility list from which the original appointment was made and in the same rank or category as when the original appointment was made if it is so requested by the appointing authority.

#### SEC. 5.67 **CERTIFICATION FROM ELIGIBILITY LISTS**

Appointments shall be made from certified eligibility lists in accordance with the following provisions:

- A. If a reemployment list exists for the class, the Personnel Officer shall select the highest number of names from the list as the Personnel Officer deems necessary for the certified eligibility list ~~seven names on such list shall be certified~~ for each vacancy to be filled. ~~If fewer than seven names are on such list, then such number as are on the reemployment list shall be certified.~~
- B. If no reemployment list exists for a class, the Personnel Officer shall select the highest number of names from the promotional list as the Personnel Officer deems necessary for the certified eligibility list ~~certify to the appointing power~~

~~from the promotional list the highest band of names~~ for each vacancy to be filled. If there are fewer than seven names in the Highly Qualified, the Highly Qualified and Well Qualified bands will be certified. If there are fewer than seven names in the Highly Qualified and Well Qualified bands, the entire list will be certified. If there are less than seven qualified names on the list, the appointing power may request additional names to be certified from the open competitive list if such list exists.

- C. If no reemployment list or promotional list exists, the Personnel Officer shall select the highest number of names ~~certify to the appointing power~~ from the open competitive list as the Personnel Officer deems necessary for the certified eligibility list for each vacancy to be filled; ~~the highest qualified band. If there are fewer than ten names in the Highly Qualified category, the Highly Qualified and Well Qualified bands will be certified. If there are fewer than ten names in the Highly Qualified and Well Qualified bands, the entire list will be certified.~~
- D. When all eligibility lists for a class contain a total of fewer than the number of vacant positions plus two, the appointing authority ~~power~~ may, at its discretion, make provisional appointments until additional names are secured through another examination.

#### SEC. 5.78 AVAILABILITY OF ELIGIBLES

It shall be the responsibility of eligible applicants to notify the Personnel Officer in writing of any change of address or other change affecting availability for appointment.

## RULE VI

**APPOINTMENTS – PROMOTIONAL/ACTING/  
REINSTATEMENT/LIMITED SERVICE**

**SEC. 6.1     APPOINTMENT OF NEW EMPLOYEES**

The original hire date of a new employee shall be that of the first day actually worked.

**SEC. 6.2     PROVISIONAL APPOINTMENTS**

1. It shall be the policy of the City to require all department heads and other appointing authorities, whenever possible, to notify the Personnel Officer of impending or anticipated vacancies in their departments sufficient in advance so as to allow for the establishment of an appropriate open competitive or promotional eligibility list. However, when the demands of the services are such that it is not practicable to give such notification and when no eligibility list or appropriate combination of lists with seven or more names is available, and if it is not practicable to delay appointment until a new employment eligibility list can be certified, the appointing authority may make a provisional appointment to the position. As soon as practicable, but not longer than six (6) months after a provisional appointment has been made, the Personnel Officer shall cause an examination to be prepared, and all positions filled provisionally shall be filled by an appointment from an employment list.
  
2. In the absence of appropriate eligibility employment lists, a provisional appointment may be made by the appointing authority~~power~~ of a person meeting the qualifications for employment for the position. An eligibility employment list shall be established within six months for any regular position filled by provisional appointment. No person shall be employed by the City under provisional appointment for a total of more than six (6) months or 960 hours in any fiscal year except that the City Manager ~~may with approval of four-fifths of the Council,~~ extend the period of any provisional appointment for not more than ninety days by any one action and shall exceed a total of twelve months. However, any extension provided shall not total more than 960 hours in any fiscal year.
  
3. A person appointed to a regular position ~~from~~a provisional ~~basis~~appointment shall not be entitled to credit for the time served under the provisional appointment toward the completion of his/her probationary period and shall be entitled to the same salary and other benefits as an employee appointed from an

eligible list except that he/she may not be employed under the provisional appointment for longer than the period authorized herein.

4. No special credit shall be allowed in any examination or the establishment of any employment or promotional lists for services rendered under a provisional appointment.

### SEC. 6.3 **ACTING APPOINTMENTS TO A HIGHER CLASS**

An acting appointment may be made to a higher class or position occupied by a person on temporary leave or disability, such acting appointment shall not exceed 12 months. Acting appointments shall be made from existing promotional lists. Should no promotional eligibility list exist, acting appointments shall be made in accordance with the provisional appointments section of the Personnel Rules. Upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume regular duties, compensation and privileges as if he/she had continued his/her duties in his/her regular classification. [An acting appointment to a higher class or position in a vacant position shall not exceed 960 hours in a fiscal year.](#)

### SEC. 6.4 **REINSTATEMENT POST RESIGNATION**

The appointing authority may, with the approval of the Personnel Officer, reinstate any person who has resigned in good standing, provided that such reinstatement is accomplished within one (1) year of the date of resignation. Such reinstatement action may, at the discretion of the appointing authority, take precedence over any eligibility list except a reemployment list. Any person so reinstated shall be subject to a new probationary period of the same length as established for new appointees to a position in the class. Reinstated Police Officers shall be subject to a probationary period of twelve (12) months.

Any employee who accepts a voluntary demotion from a class in which he/she had regular status may be reinstated to the class from which he/she was demoted, provided such reinstatement is accomplished within one (1) year of the date of demotion. Such reinstatement action may, at the discretion of the appointing authority, take precedence over any eligibility list except a reemployment list. Any person reinstated shall be subject to a new probationary period of the same length as established for new appointees to a position in the class.

### ~~SEC. 6.5 **LIMITED SERVICE APPOINTMENT**~~



~~A daily work schedule of less than the number of hours of full-time employment, or a monthly work schedule of less than the number of days of full-time employment, or a yearly work schedule of less than the number of months of full-time employment shall be considered limited service employment. The number of hours, days, or months of service bears to the number of hours, days, or months of service required in full-time employment in each class or position, except for those positions specified in the List of Authorized Positions and Salary Ranges for which the City Council has established a special or flat rate of pay, is to be considered as full remuneration for all service if rendered regardless of the number of hours worked.~~

## SEC. 6.56 TRANSFER

### A. Approval of the Personnel Officer

With the approval of the Personnel Officer, an employee may be transferred by the appointing authority from one position to another position in the same class or a comparable class at the same salary level. If such transfer involves a change from the jurisdiction of one appointing authority to that of another, both must consent thereto before the action shall be considered effective, except if the City Manager shall order the transfer, such consent shall not be required.

### B. Notification

Whenever possible an employee being considered for transfer shall be notified within a reasonable period in advance of the effective date of such contemplated transfer and his/her wishes with respect to this action shall be taken into account to whatever extent practicable, consistent with the interest of efficient operations of the departments concerned.

## SEC. 6.7 NEPOTISM

### A. ~~Inconsistent Relationships~~

~~The City of West Covina retains the right:~~

- ~~1. To refuse to place one party to a relationship under the direct supervision of the other party to a relationship where such has the potential for creating adverse impact on supervision, safety, security, or morale.~~
- ~~2. To refuse to place both parties to a relationship in the same department, division, or facility where such has the potential for creating adverse impact on~~

~~supervision, safety, security, or morale, or involves potential conflicts of interest.~~

- ~~3. To maintain or adopt bona fide health plans which provide additional or greater benefits to employees with dependents than to those employees without or with fewer dependents. Where such a bona fide health plan discriminates against individuals on the basis of marital status, benefits shall not conditioned upon whether an employee is "head of household," "principal wage earner," "secondary wage earner," or other similar status.~~

~~B. Creation of Relationship — Current Employees~~

~~Upon the marriage or other creation of relationships due to marriage or adoption of two city employees, the Personnel Officer shall be notified in writing by the employees involved and the department head(s). Notification of new or impending relationships shall include the anticipated effect of relationship and recommendation as to possible action to be taken in assuring continued efficient departmental operation (s). The Personnel Officer and/or designated representative shall be responsible to consult with the department head (s) and/or specific employees in reaching a recommendation in accordance with previously stated guidelines and the following suggested options. The City Manager shall be the final determining authority in such matters.~~

- ~~1. Definition — For the purpose of this rule, the definition of "relative" or "relationship" shall include persons related in the following contexts by blood or marriage or adoption, including step and half relationships: child, sibling, parent, grandparent, grandchild, in-laws.~~
- ~~2. The employment relationship is acceptable if no adverse impact is anticipated; related employees are not in a supervisorial relationship or in direct contact in the same or related departments; the relationship will in no way detrimentally affect departmental operations.~~
- ~~3. Transferring one relative to an unrelated department may be approved where problems occur or are anticipated.~~
- ~~4. Adjustment of shifts may be approved if it is believed the relationship will interfere with the work environment.~~
- ~~5. Termination of one of the related employees may be recommended if the department head(s) find the problems involved in the employment relationship are irresolvable.~~

- ~~6. A relationship created between a full-time employee and a department head, the City Manager, or an elected official, will be evaluated on the same basis as the creation of a relationship between classified City employees.~~

~~C. Effect on Current Employees~~

~~Relatives currently employed by the City on the date of the passage of this rule shall not be affected by the provisions of this rule except:~~

- ~~1. If continued employment in specific area has or is proven to be detrimental to departmental or City operations, in which case the provisions of 21.5 shall apply.~~
- ~~2. In the case of a potential promotion or transfer or related employees, should such action prove detrimental to departmental or City operations, all provisions of this rule shall apply.~~

~~D. Full-Time Employment~~

- ~~1. No person shall be hired in a full-time position who is related to the City Manager/Personnel Officer or a member of the City Council.~~
- ~~2. No person shall be hired in a full-time position who is related to any department head, or to any elected official other than City Council members. In cases where no conflict is evident, the City Manager shall have the authority to approve exceptions to this subparagraph 2.~~
- ~~3. No person shall be hired in a full-time position in a department where a relative is employed or in a department which is closely related Police, Fire, Communications to a department in which a relative is employed.~~
- ~~4. When the positions involved are sufficiently unrelated so as not to cause, require or readily permit a supervisorial relationship, direct or indirect contact, or otherwise in any way detrimentally affect department or City operations, the City Manager upon recommendation of the department head may authorize an exemption from paragraph 3.~~

~~E. Part-Time Employment~~

~~No person shall be hired in a part-time position, in a department, who is related to the department's director.~~

**SEC 6.6 EMPLOYMENT OF RELATIVES, SPOUSES, DOMESTIC PARTNERS**

**A. Policy**

The City regulates the employment and placement of relatives, spouses, and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision, and morale.

B. Definitions

(a) "Relative" means child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.

(b) "Spouse" means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law.

(c) "Supervisory relationship" means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to his or her City appointment.

C. Employment of Relatives

The City will not appoint, promote or transfer a person to a position within the same department, division, or facility in which the person's relative already holds a position, if any of the following would result:

(a) A direct or indirect supervisory relationship between the relatives;

(b) The two employees having job duties which require performance of shared duties on the same or related work assignment;

(c) Both employees having the same supervisor; or

(d) A potential for creating an adverse impact on supervision, safety, security, morale or efficiency.

D. Spouses or Domestic Partners

The City will not appoint, promote, or transfer a person, to the same department, division, or facility in which the person's spouse or registered domestic partner already holds a position, if such employment would result in any of the following:

(a) One spouse or domestic partner being under the direct supervision of the other spouse or domestic partner; or

(b) Potential conflicts of interest or hazards for married persons or those in domestic partnership which are greater than for those who are not married or in domestic partnerships.

E. Marriage or Domestic Partnership After Employment

(a) **Transfer:** If two City employees who work in the same department later become spouses or domestic partners, the Personnel Officer has discretion to transfer one of the employees to a similar position in another department, or modify the work schedule of one of the employees. Although the wishes of the two employees will be considered, the Personnel Officer retains sole discretion to determine which employee will be transferred based upon City needs for supervision, safety, security or morale. Any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

~~(a)~~(b) **Separation:** If continuing employment of both employees, who work in the same department and who later become spouses or domestic partners, cannot be accommodated in a manner the Personnel Officer finds to be consistent with the City's interest in the promotion of supervision, safety, security, or morale, then the Personnel Officer retains sole discretion to separate one employee from City employment. Absent the resignation of one employee, the less senior employee will be separated. Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary procedural due process or appeal.

## RULE VII

### PROBATION

#### SEC. 7.1 PROBATIONARY STATUS

- A. Any persons, other than those specified as unclassified, holding positions of employment in the classified service shall be regarded as holding their positions or employments ~~s at-will. as probationers who are serving~~ A probationary employee shall serve out the balance of his or her ~~their~~ probationary periods before obtaining regular status.
- B. During the probationary period the employee may be rejected at any time with or without cause or reason, without notice or right of appeal or grievance~~hearing~~.

#### SEC. 7.2 PROBATIONARY PERIODS

- A. The probationary period shall not include time served under a temporary appointment, but shall include time served as a provisional employee. Periods of time on leaves longer than 30 days require that the probationary period be extended a period of time equal to the amount of time spent on leave.
- B. Length of Probationary Period
  - 1. With the exception of police officers and firefighters, all original and promotional appointments shall be for a probationary period of twelve (12) months. ~~one (1) year. All original and promotional appointments to the position of police officer, excepting lateral entry appointments, shall be for a probationary period of eighteen (18) months. Lateral entry and reinstated police officers shall serve a probationary period of (1) year.~~
  - 2. Probationary Period-Transfers
 

Whenever a transfer is made, at the initial request of the employee, the transfer shall be subject to the employee satisfactorily completing a six (6) month probationary period provided that there are six months left in the period.
  - 3. Extension of Probationary Period
 

At the discretion of the appointing authority, any employee serving a probationary period may at the conclusion of such period have his/her probationary period extended for an additional six (6) months, but for no longer. Prior to the end of the probationary period, ~~t~~The appointing

authority shall notify the Personnel Officer of such contemplated extension of the probationary period.

### SEC. 7.3 **REGULAR STATUS**

- A. An employee's status shall be considered regular upon completion of the probationary period only if the appointing authority reports to the Personnel Officer that the services of the employee have been satisfactory, ~~and that~~ the employee is recommended for regular status, and upon the employee having received written notification from the Personnel Officer of regular status and completion of the probationary period.
- B. If recommendation is made for rejection of the probationer by the appointing authority, he/she shall notify ~~furnish a written report to~~ the Personnel Officer indicating the individual did not meet conditions of probation.

### SEC. 7.4 **REJECTION DURING PROBATIONARY PERIOD OF PROMOTED EMPLOYEES**

- A. An employee rejected during the probationary period from a position to which he has been promoted shall be reinstated to the position from which he/she was promoted, unless he/she is discharged for cause ~~a reason~~, as provided in this division and the rules, which would have been sufficient to cause his/her discharge from his/her former position ~~as well~~. In such case, the employee shall be entitled to appeal his/her dismissal as provided in these R~~R~~ules.
- B. Employees promoted to a higher class while on probation in a lower class and who subsequently fail to perform satisfactorily in the promoted position will be entitled to return to their former position provided the position is vacant or has not been eliminated.

## RULE VIII

PERFORMANCE EVALUATIONS~~REPORTS~~SEC. 8.1 POLICY

It is the policy of the City that regular reports be made as to the efficiency, competency, conduct and merit of its employees. To this end, it is the responsibility of the City Manager, the department heads and their subordinate supervisors that these ratings be made. It is the responsibility of the Personnel Officer to provide and prescribe the forms and procedures to be used in such reports of performance and to assist in the training of supervisory personnel so that the ~~program of~~ performance reporting will be carried on in a consistent ~~sound~~ and effective manner.

SEC. 8.2 AUTHORITY TO MAKE REPORTS

The appointing authority shall have the authority to prepare reports of performance. He/she may, however, delegate said authority to such subordinate supervisory employees whoas are most familiar with the work of their subordinate employees ~~to be reported on~~, provided that he/she shall review and approve all performance evaluations ~~reports~~ of personnel under his/her jurisdiction.

SEC. 8.3 TIME FOR REPORTING

## A. Probationary Employees

Within ten (10) days prior to the completion of every three (3) months during the probationary period, the department head shall furnish the Personnel Officer with a report as to the progress and ~~capacity~~ performance of the probationary employee, a copy of which shall also be furnished to the probation ary employee ~~er~~.

## B. Regular Employees

A performance evaluation ~~report~~ for a regular employee shall be prepared and received within thirty (30) days after his/her anniversary dates. The employee's anniversary date is the employee's date of hire except for employees who have been promoted, in which case a performance evaluation shall be completed on the anniversary of the employee's date of last promotion. ~~provided that In addition,~~ the employee may ~~in addition~~ be given a report of performance at any other time during the year upon his/her request or at the discretion of the appointing authority. ~~and provided~~ Further, ~~that~~ any employee who has been



rated "improvement needed" or "unsatisfactory" shall be reported on again three (3) months from receiving such rating and again three (3) months subsequent to that.

#### SEC. 8.4 **SALARY ON NON-DISCIPLINARY DEMOTION**

It is acknowledged that one of the prime benefits of a sound performance rating system is that it can bring together the employee and his/her supervisor in a frank and constructive discussion and appraisal of the employee's work and the specific ways in which it may be improved. Therefore, each performance report shall be thoroughly discussed with the employee with this view in mind. The employee shall sign the report to acknowledge its contents. Such signature shall not necessarily mean the employee endorses the content of the report.

#### SEC. 8.5 **DISTRIBUTION OF REPORTS**

~~Reports shall be prepared in T~~three (3) copies of the performance evaluation shall be prepared. After review and approval of the appointing authority, one (1) copy shall be retained by him/her for his/her files, one (1) copy provided to the employee, and one (1) copy shall be transmitted to the Personnel Officer. The Personnel Department copy shall be maintained in ~~made a part of~~ the employee's personnel file ~~employment history~~.

#### SEC. 8.6 **PERFORMANCE RATINGS**

##### A. Effects of "Improvement Needed" and "Unsatisfactory" Ratings

1. Any employee who receives an "unsatisfactory" or "improvement needed" rating will not be eligible to be appointed to ~~off of~~ any promotional list until a satisfactory rating is established.
2. Any employee who receives an "unsatisfactory" or "improvement needed" rating will not receive any 5th step merit salary increase during the period following the report in which the "unsatisfactory" or "improvement needed" rating is effective. If an employee receives one "improvement needed" rating and subsequently is granted a merit or length of service salary increase, due to a satisfactory rating within the year following his/her "improvement needed" or "unsatisfactory" rating, such increase shall be withdrawn if his/her next report of performance contains a rating of "improvement needed" or "unsatisfactory." Nothing herein shall prohibit an appointing authority from

removing the "5" merit step when performance no longer qualifies an employee for it.

3. In any case, where an employee is rated "unsatisfactory" on two (2) consecutive occasions or "improvement needed" on three (3) consecutive occasions, further disciplinary action shall be taken by the appointing authority as provided for in these rules, if such action has not already been taken.
4. If an employee who has been denied a merit salary increase improves his/her performance to such extent that the appointing authority believes it is justified, he/she shall indicate the improvement on the report of performance form and may specifically recommend the restoration of any merit increment withheld and or merit increase anniversary date changed under the provisions of this rule.

**B. Protest of Ratings**

In any case of protest to an overall rating in a report of performance, the provisions of Rule XV shall apply provided, however, that the decision of the City Manager shall be final.

## RULE IX

### HOURS OF WORK/OVERTIME/COMPENSATORY TIME

#### SEC. 9.1 **POLICY**

It is the policy of the City that the hours of work, as negotiated by unit or determined by the City Council for non-represented employees, shall constitute a week's work for all full-time employees, except that work days and work weeks of a different number of hours may be established in order to meet the varying needs of the different City Departments.

#### ~~SEC. 9.2~~ **WORK PERIODS**

~~The work period for non-safety employees and certain designated safety employees shall be 7 consecutive 24-hour periods. Forty hours are normally worked during this period. The work period for fire suppression employees shall be 27 consecutive 24-hour periods during which 216 hours are normally worked.~~

#### SEC. 9.~~23~~<sup>23</sup> **DAILY HOURS OF WORK**

Daily hours of work or shifts for employees within departments shall be assigned by department heads as required to meet the operational requirements of said departments. The normal work shift for non-public safety employees and certain designated safety employees may be eight hours per day, nine hours per day, ten hours per day, twelve hours per day, or twelve and one-half hours per day as determined by the department. Fire suppression employees have a work shift of 24 hours.

#### SEC. 9.~~34~~<sup>34</sup> **CHANGE IN WORKING HOURS**

Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be cleared through the office of the Personnel Officer, and such absence shall be noted on the employee's time sheet.

#### SEC. 9.~~45~~<sup>45</sup> **HOLD-OVER COMMUNICATIONS**

When conditions necessitate, employees in the Communications Department and sworn employees in the Police Department shall be required on a mandatory basis to hold over past the end of their normal shifts and or to be called back to work during their off-

duty time. Such action shall be taken during emergency situations as determined by the department head, including when staffing drops below department set minimum levels.

Approved overtime for Fire Department employees entitled to it also shall include time worked in excess of ~~15 minutes as an extension of~~ a regular scheduled shift, to be compensated on the basis of 15-minute increments.

#### SEC. 9.56 FIRE SUPPRESSION

- A. In the Fire Department, employees classified as Firefighter, Firefighter/Paramedic, Fire Engineer, Fire Captain, and Assistant Fire Chief will normally serve on the 3-platoon system; each platoon is required to work 121.75 regularly scheduled 24-hour shifts per year; ~~and every shift is composed of 24 hours.~~
- B. Each Fire Department employee classified as a Firefighter, Firefighter/Paramedic, Fire Engineer, Fire Captain and Assistant Fire Chief ~~in these classes~~ normally works a ~~stated~~ total of 2922 hours per year (56.19 hours per week).
- C. ~~For purposes of equating vacations, holidays, sick leave, and similar benefits related to stated working time, it is the policy of the City that the ratio between general City employees and Fire platoon employees shall be determined by using a 1 to 1.5 factor; provided, however, that the base hourly rate for overtime purposes shall be computed by multiplying the monthly base salary by twelve and dividing said product by 2922.~~

#### SEC. 9.620 OVERTIME

It is the policy of the City of West Covina to avoid the necessity for overtime work whenever possible. However, when overtime is necessary and approved by the department head, payment will be at time and one-half for all hours worked in excess of the normal daily work shift. ~~Vacation, sick leave, holidays, jury duty and compensating time off shall be considered hours worked.~~

~~For employees covered by the 7(b) or 7(k) exception to the Fair Labor Standards Act on the 3/12 or 3/12-1/2 work schedule, work performed in excess of the normal daily work shift will be paid at the straight time rate of pay, until the employee has reconciled the hours owed to the city. Once the employee has reconciled the hours owed to the City, the remaining overtime work is paid at time and one-half.~~

Fair Labor Standards Act ("FLSA") overtime is defined as all hours worked by nonexempt employees in excess of 40 hours in an established workweek.

A. Overtime Authorization

1. If in the judgment of the department head, work beyond the established ~~work week~~workweek is required by his/her employees, such work, except in the case of immediate emergency, shall be performed only with the prior authorization of the ~~Division Manager~~supervisor. Performing overtime work without prior authorization is grounds for discipline.
2. In emergencies, where prior authorization cannot be issued, the employee shall make a request department head shall obtain approval for the overtime worked at the earliest opportunity thereafter, in no case to exceed five calendar days after the day in which the overtime is worked.
3. An emergency shall be construed as an unforeseen combination of circumstances, which calls for immediate action, where life, health, safety, welfare, or security are involved.

~~B. Incidental Overtime~~

~~Incidental overtime is not compensable, and may not be credited as overtime. Incidental overtime is defined as overtime of less than ten minutes in any one day, which is non-recurrent in nature.~~

~~C.B.~~ Management Overtime

No department head, assistant department head, or exempt first-line supervisor shall be entitled to any compensation for overtime work except as ~~herein stated~~provided in the applicable memorandum of understanding.

- ~~1. A first-line supervisor is defined as an employee with the authority to effectively recommend any one of the following:~~
  - ~~a. The hiring, transfer, suspension, promotion, discharge, and discipline of any other employee in his/her department or section.~~

2. ~~Police Lieutenants and Communications Supervisors will receive paid overtime at the rate of time and one-half for all hours worked in excess of the normal daily work shift.~~
3. ~~Police Lieutenants will receive premium overtime for call-back for manpower shortages, court and being held over upon the end of shifts due to excessive workload. However, Lieutenants receive straight time pay for training, monthly range obligations, and being held over at end of shift to complete reports or perform other functions that were started on the shift, but not completed prior to end of shift.~~
4. ~~Fire Suppression is on a 27 day work period, during which they "normally" work 216 hours. The employees in the Fire Department classified as Battalion Chief will be paid overtime in the following manner:~~
  - a. ~~Overtime at one and one-half times the regular hourly rate of pay will be paid for shift overtime hours worked in excess of 216 hours in any 27-day cycle. Shift overtime applies only when the incumbent is the assigned on-duty Battalion Chief. For purposes of this subsection, only vacation, sick leave, holidays, jury duty, bereavement, and compensating time off shall be considered hours worked.~~

~~No other provisions in the Personnel Rules will apply to the payment of overtime for these Fire Suppression employees.~~

D.C. The City has established different FLSA work weeks and work periods to correspond to the various work schedules as follows:

1. Police Representation Unit – Law enforcement personnel are subject to the work period under the ~~28 day work period of 171 hours. (7(k)~~ exception to FLSA.)
2. Fire Representation Unit – Fire suppression personnel are subject to the work period under the ~~27 day work period of 204 hours. (7(k)~~ exception to FLSA.)
3. Work Week for 5/8 and 4/10 Work Schedule – The 7-day work week shall be fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods ~~period of 40 hours~~ that begins on Sunday at 12:00 and ends on Saturday at 11:59 p.m.

4. Work Week for 9/80 Work Schedule – 7 day work week shall be a fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods ~~period of 40 hours~~ as follows:

Employees working a 9/80 work schedule will have a regular day off every other week as determined by the City. For such employees working a 9/80 work schedule, each employee's designated work week shall begin exactly four hours after the start of his/her eight hour shift on the day of the week that corresponds to the employee's alternating regular day off.

~~a. — Work week begins on Monday at 12:00 p.m. and ends the following Monday at 11:59 a.m.~~

~~b. — Work week begins on Friday at 12:00 p.m. and ends the following Friday at 11:59 a.m.~~

~~General Employees Association — Semi-annual work period of 1040 hours. (7(b) exception to FLSA.)~~

Work Week for 3/12 Work Schedule — 7-day work week shall be a fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods as follows:

Employees working a 3/12 work schedule will have a regular day off every other week as determined by the City. For such employees working a 3/12 work schedule, each employee's designated work week shall begin exactly four hours after the start of his/her eight hour shift on the day of the week that corresponds to the employee's alternating regular day off.

#### SEC. 9. ~~740~~ **COMPENSATORY TIME OFF**

- A. Upon the approval of his/her supervisor, an employee, other than fire safety employees, may elect to receive compensatory time off in lieu of pay for overtime hours worked. Such compensatory time off shall be credited to the employee's account on a time and one-half basis; i.e., one and one-half hours for each overtime hour worked.
- B. Once compensatory time off is selected and approved by the department head, the employee may not request cash payment. Upon separation, an employee shall be paid for accumulated compensatory time.
- C. The department head may set individual employee accumulation ceilings and procedures based on the needs of the department. These individual employee

accumulation ceilings may not exceed the ~~following~~ maximum limits set forth in employee's Memoranda of Understanding;

~~1. 80 hours Public Safety Dispatcher~~

~~2. 40 hours Miscellaneous employees~~

- D. Department management will endeavor to schedule compensatory time off to the mutual satisfaction of employee and department unless the use of CTO on the day requested will cause undue disruption to department operations.



## RULE X

### LEAVES

#### SEC. 10.1 TIME OFF BENEFITS FOR SHIFT EMPLOYEES

Holidays, vacations, sick leave, and other similar "time off" benefits granted City employees by these rules will be provided to all employees at the rate of eight (8) hours regardless of actual length of work day shift, unless otherwise stated in these rules or applicable MOU.

~~Leave benefits for fire safety employees working a twenty-four (24) hour shift shall be calculated on the basis of one and one-half times the hourly benefit granted to employees working an eight (8) hour day.~~

#### SEC. 10.25 HOLIDAYS

##### A. Class I Holidays for all Employees

1. Recognized hHolidays for all officers and employees shall be: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. ~~However, provided that~~ on any day appointed by the President or by the Governor as a special or limited holidays, City offices shall be open and shall function in their normal and usual manner, and all other public functions shall be performed as on days which are not holidays. ~~(Resolution #7990.5 & #7989 — 1/87)~~
2. A special or limited holiday is hereby defined as a holiday applying only to a special class or classes of business, or a special class or classes of persons and not appointed to be generally observed throughout the state by all classes of business and all classes of persons. The West Covina City Hall will remain open on all limited holidays unless the Council takes official action to close it.
3. ~~Non-shift employees, in the Police Representation Unit, who work on the 4/10 work schedule shall be paid 10 hours for each holidays stated in 10.5. A.1.~~

##### B. Class II Holidays

Class II Holidays are specified in the applicable Memoranda of Understanding.

~~1. Class II Holidays — General, Maintenance, Communications, Fire Prevention and Management~~

~~Washington's Birthday, the day after Thanksgiving Day, the day before Christmas unless Christmas falls on a Saturday, Sunday, Monday, and 40 floating personal leave hours per year to be taken at times specified in administrative guidelines. (Resolution #7990.5 & #7989 — 1/87)~~

~~2. Class II Holidays — Police Representation Unit~~

~~Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Admission Day and Veteran's Day, and the day after Thanksgiving Day.~~

~~3. Class II Holidays — Fire Suppression~~

~~Holidays shall be paid on the basis of one per month with no specific date designated to all classifications. If an employee terminates prior to the effective date of the traditional holiday, the holiday pay will be deducted from the final check.~~

~~4. Class II Holidays — Non-Shift Employees in Police Representation Unit~~

~~Washington's Birthday and the day after Thanksgiving for employees on the 4/10 work schedule shall be paid at 10 hours for each holiday. The remainder of the holidays listed in 10.5. B.2 will be discontinued and instead employees will accrue 16 hours of compensatory time.~~

B.C. Observation of Saturday and Sunday Holidays

For those employees whose normal work week is Monday through Friday, when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. For all other employees, when a holiday falls on a regularly scheduled day off, the employee shall be entitled to straight time compensation for the holiday. This compensation can be taken as either compensatory time or pay, at the discretion of the employee. ~~(Resolution #8316 — 3/89)~~

~~C.D.~~ D. Compensatory Time for Holidays

Any employee whose regular schedule requires him/her to work on a holiday shall be given compensating time off for such work or paid the straight daily equivalent of his/her salary at the discretion of the department head.

~~D.E.~~ E. Exception to Holiday Benefit

This section shall not apply to any employee hired on a part-time temporary, extra help, hourly, or daily basis. A temporary employee who is filling a full-time position, during the absence of a regular employee on military leave of absence for military duty, shall be entitled to the same holidays as a regular employee.

~~E.F.~~ F. Employees are eligible to receive credit for holidays only if they are in "paid status" on the regularly scheduled work day or shift immediately preceding the holiday and the regularly scheduled work day or shift immediately following the holiday. "Paid status" includes vacation, sick leave; compensatory time, injured on duty, etc.

~~SEC. 10.310~~ ADMINISTRATIVE LEAVE~~A.~~ Purpose

~~Administrative leave is granted to selected "management and confidential" designated positions. The purpose of such leave is to provide limited time off with regular compensation in recognition of the amount of time beyond the regular business week that is spent by such personnel on City business. No management employee shall otherwise be entitled to compensation for overtime unless specifically so designated. Administrative leave time cannot be carried over into the next calendar year, nor is it convertible to any form of cash compensation upon separation.~~

~~B.~~ Administrative Leave – Management

~~A minimum of 56 hours per year of administrative leave (pro-rata based upon date of hire or entrance into management) is granted to management employees other than Communications Supervisors and Police Lieutenants. Additional administrative leave, based on annual vacation earnings, may be granted. Such additional leave time shall be calculated at the rate of twenty-five percent of an employee's annual earned vacation rate as of January 1 of each year. The use of~~

~~management leave is to be in accordance with current and future guidelines approved by the City Manager. (Resolution #7990 – 1/87)~~

~~C. Administrative Leave – Confidential~~

~~Up to a maximum of 56 hours per year of a Administrative leave (pro-rata based upon date of hire or entrance into confidential) may be awarded to confidential employees based upon terms outlined the memorandum of understanding extra hours contributed by the employees as evaluated and approved by the respective department head. (Resolution #7990 – 1/87)~~

SEC. 10.315 ~~PERSONAL~~ FLOATING HOLIDAY LEAVE

- A. With the exception of Police Lieutenants and Fire Battalion Chiefs, all management/confidential employees, and employees in the general, maintenance, and communications representation units are entitled to 40 hours per calendar year as floating holiday ~~personal~~ leave time, which is usable subject to the approval of the department head or the designated authority. Floating holiday ~~Personal~~ leave becomes usable on January 1 of each calendar year and must be used by December 31 of the same calendar year. ~~Personal~~ Floating holiday leave time may not be carried over into the next calendar year nor may the hourly equivalent be paid in lieu of time off.

~~B. Personal Leave – Public Safety Dispatchers & Senior Communications Operators~~

~~Public Safety Dispatchers & senior Communications Operators may have the choice of Using their personal leave days as such, adding them to vacation, or taking direct cash payment in lieu of time off. Approval of such requests shall be subject to staffing requirements as determined by the department head.~~

~~C.B.~~ Personal Floating Holiday Leave – New Employees

New employees are not eligible to use floating holiday ~~personal~~ leave until they have been continuously employed with the City for a period of one month.

New employees appointed after the beginning of the calendar year are entitled to ~~personal~~ floating holiday leave days at a rate of ~~3.33~~ 1.54 hours per pay ~~period~~ month of employment. ~~If the hire date is before the 12th of the month, the employee will receive credit for that month.~~

~~D.C.~~ Floating Holiday~~Personal~~ Leave – Reinstated Employees

Reinstated employees shall receive credit for all prior service in the current year in ascertaining the number of days/hours usable and when they may be used.

~~E.D.~~ Floating Holiday~~Personal~~ Leave – Terminating Employees

1. Terminating employees who have not used all the floating ~~personal~~ holiday times that they are entitled to shall be paid off at the rate of 3.33 hours per month of employment in the current calendar year. If the employee's termination date is after the 18th of the month, the employee will receive credit for that month.
2. If terminating employees have taken more floating holiday ~~personal~~ leave time than they are entitled to, the amount of time taken in excess shall be deducted from vacation, sick leave pay-off, or salary when final checks are computed.

SEC. 10.4~~20~~ **VACATION**

A. Vacation Accrual

1. Accrual Rates

If not otherwise defined in a MOU, agreement or policy, e~~E~~Each full-time employee shall accrue vacation leave with pay at the rate of 6.67 hours of a working day per month for each month of service with the City up to and including 60 months of service, and at the completion of 60 months of service, 40 additional hours vacation shall be granted; from 61 up to and including 108 months, vacation shall be earned at the rate of ten (10) hours per month; and from 109 up to and including 120 months, vacation time shall be earned at the rate of 10.67 hours per month; and from 120 up to and including 132 months, vacation time shall be earned at the rate of 11.33 hours per month; and from 132 up to and including 144 months, vacation time shall be earned at the rate of 12.00 hours per month; and from 144 up to and including 156, vacation time shall be earned at the rate of 12.67 hours per month; and from 156 or more months, vacation time shall be earned at the rate of 13.33 hours per month, up to a maximum not to exceed 160 hours earned vacation per year.

## 2. Management New Hires

Each management employee shall be granted, upon completion of one year of employment, at the employee's first anniversary date, a maximum of 160~~120~~ hours of vacation leave with pay. Additional vacation, based on length of service, will accrue pursuant to these rules.

## ~~3. Lateral Entry Employees~~

~~Any person employed on the lateral entry program at a salary in excess of the beginning salary fixed for the class and who has completed five years of service with a prior employer, performing the same or similar duties shall be eligible for 120 hours vacation leave with pay upon the completion of eighteen months of service with the City. Thereafter, for the purpose of computing the employee's future vacation he/she shall be deemed to have completed sixty months of service.~~

## 4.3. Reinstated/Reemployed Employees

Any employee who is reinstated or reemployed under the provisions of these rules shall accrue vacation at the same time as prior to his/her termination.

## 5.4. Ineligible Employees

No vacation with pay is allowable to part-time, emergency relief, seasonal, temporary, or extra help employee, nor to employees paid solely on an hourly or daily basis. Provided, however, that a temporary employee who is filling a position in which a person on military leave has regular classification and the right to return, shall be entitled to the same vacation as he/she would have been entitled to had he/she not been on temporary employment.

## B. Vacation Use

1. New employees – Upon completion of six (6) consecutive months of service, may be credited with one-half of the annual vacation earnings,

and may begin using such accrual. Thereafter, employees may use vacation as they complete each month of service.

2. It is the policy of the City that where possible, vacation be taken in the year earned. Upon approval of the department head, vacation leave may be accumulated to a maximum of 160 hours added to an amount equal to the monthly accrual rate multiplied by 12.
3. The time during the year at which an employee may take his/her vacation shall be determined by the appointing authority of such employee with due regard to the wishes of the employee and particular regard for the needs of the service.
4. If a holiday falls within a scheduled vacation period, 8 additional hours of vacation shall be granted.
5. The Division Managers shall fix vacation periods for department heads.

C. Payment for Unused Vacation

1. Any employee, ~~who has been in continuous full-time service of the City for a period of six (6) full months or more,~~ who ~~is about to~~ terminates his/her employment, shall be paid for accrued vacation time on the effective date of termination.

Upon request of the employee and the department head and with approval of the City Manager, in order to address unusual or emergency conditions, an employee may be paid the straight time daily equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than 40 hours in any one calendar year, except as otherwise provided herein or as set forth in a Memorandum of Understanding.

2. Management Employees

- a. Management employees with less than five years City service, exempt or non-exempt, may receive payment in lieu of up to 80 hours of accumulated vacation time in any calendar year upon filing a written request with the Finance Department five days prior to requested date of issuance of the check, upon approval of department head.

- b. Management employees with five or more years of City service, exempt or non-exempt, may receive payment in lieu of up to 120 hours accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five days prior to requested date of issuance of the check, upon approval of department head.

2.3. Confidential Employees

- a. Confidential employees with less than five years City service, exempt or non-exempt, may receive payment in lieu of up to 40 hours accumulated vacation time in any calendar year upon filing a written request with the Finance Department five days prior to requested date of issuance of the check, upon approval of department head.
- b. Confidential employees with five or more years of City service, exempt or non-exempt, may receive payment in lieu of up to 80 hours accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five days prior to requested date of issuance of the check, upon approval of department head.

D. Advance Payment of Vacation

Any employee who is authorized to take 40 or more hours, (2-1/2 shifts for fire suppression employees) of vacation with pay at one time may apply for the payment of salary in advance for any pay period occurring during the period of the employee's authorized vacation. The application must be approved by the employee's department head and filed with the Finance Director at least seven (7) days before the vacation period for which the salary advance is requested. In cases of extreme emergency where the employee is unable to give the required notice, approval for an advance vacation check may be given where such request can be justified to, and approved by, the department head, division manager, and Finance Director.

SEC. 10.5~~21~~ SICK LEAVE



## A. Allowance/Accumulation

Following completion of thirty (30) days of full-time service, each City employee shall receive 3.69 hours per pay period of sick leave pay. Thereafter, for each pay period of service in which the employee has worked or has been paid for one-half (1/2) or more of the actual number of working days of such month, he/she shall continue to accrue 3.69 hours of credit for sick leave with pay. Unused sick leave may be accumulated without limit.

A part-time, seasonal or temporary employee who for 30 or more days within a year from the beginning of employment is entitled to paid sick leave. Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee's regular wage rate. Accrual shall begin on the first day of employment. A part-time, seasonal or temporary employee may use accrued paid sick days beginning on the 90th day of employment.

~~Following completion of thirty (30) calendar days of continuous full-time service, each City employee paid upon a monthly basis shall be allowed 8 hours of credit for sick leave pay. Thereafter for each calendar month of service in which the employee has worked or has been paid for more than two-thirds (2/3) of the actual number of working days of such month, he/she shall be allowed 8 hours of credit for sick leave with pay. Unused sick leave may be accumulated without limit.~~

~~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 factor.~~

~~B. Lateral Entry Sick Leave~~

~~Any person employed by the city for full-time service on the Lateral Entry Program at a salary in excess of the beginning salary fixed for the class and who, at the time of his/her employment, had accumulated unused full pay sick leave by virtue of his/her employment by another public entity, shall be given credit for that accumulated full pay sick leave as if it had been earned in the full-time service of the City of West Covina.~~

~~C.B.~~ Reinstatement of Sick Leave

1. Any employee who is reinstated under the provisions of these rules shall be given full credit for his/her unused accumulated sick leave at the time

of termination provided, however, that no payoff for accumulated sick leave was received upon termination.

2. Applicable only to non-public safety employees. Upon reemployment, an employee will have sick leave time reinstated in that amount accumulated at the time of layoff up to a maximum of 320 hours. In the event that through the course of continued employment accumulated sick leave exceeds 320 hours, payoff for such excess accumulations shall be in accordance with the payoff provisions of the program, but in no case shall the aggregate of such amount(s) exceed that provided by the policy.

#### ~~D.C.~~ Use of Sick Leave

1. ~~Approval~~ Purposes for Sick Leave

Sick leave is paid leave from work that an employee may use for the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or any of the following family members of the employee: a child of any age or dependency status; a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchildren; sibling; or designated person; or
2. For an employee who is a victim of domestic violence, sexual assault, stalking, or other crime in order for the employee to engage in any of the following activities: (1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or (2) obtain medical attention or psychological counseling, services from a shelter, program or crisis center, or (3) participate in safety planning or other actions to increase safety.

~~Sick leave can only be granted upon the approval of the concerned appointing power or his/her designee in the case of bona fide illness or injury of the employee or in the event of the serious illness or death of a member of the employee's immediate family.~~

2. Immediate Family

No more than ~~480~~ 40 hours of sick leave within any calendar year may be granted to an employee for the care or attendance upon members of his/her immediate family and not more than 40 hours (or 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" for the use of sick leave, is defined as grandparent, parent, spouse, registered domestic partner, parent-in-law, child, stepchild, grandchild, brother, or sister. ~~is construed to mean the husband, wife, parent, brother, sister, child, and a grandparent or grandchild.~~

### 3. Temporary Disability

A city employee who is entitled to temporary disability indemnity under Div. 4, ~~Div. 4.5~~ of the State Labor Code may elect to take that number of days or portions of days of his/her accumulated sick leave, or his/her accumulated vacation, as when added to his/her disability indemnity will result in payment to him/her of his/her full salary. When his/her accumulated sick leave, or vacation, or both are exhausted, he/she is still entitled to receive disability indemnity.

### 4. Sick Leave Exemptions

~~No employee shall~~ An employee may not be entitled to sick leave with pay while absent from duty on account of the following causes:

~~a. Disability arising from sickness or injury purposely self-inflicted or caused by any of his/her own willful misconduct.~~

~~b.~~ a. Sickness or disability sustained while on leave of absence, other than regular vacation leave or sick leave.

~~c.~~ b. Disability or illness arising from compensated employment other than with the City of West Covina.

### 5. Sick Leave During Vacation

Sick leave shall not be used in lieu of or in addition to vacation. However, an employee who becomes seriously ill on an approved vacation may

contact his/her department head and request that sick leave be granted in lieu of vacation for the period of illness. The department head has discretion in approving or disapproving such request.

6. Holiday During Sick Leave

Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

7. Use of Sick Leave to Offset Disability Retirement

No employee shall use sick leave days to offset the date of disability retirement. The effective date of disability retirement shall be as soon as practicable after the City's physician has determined that the employee can no longer perform the duties of his/her or an alternate position.

E.D. Proof of Illness or Injury

The department head may require evidence in the form of a physician's certificate or written statement, as to the adequacy of reason for any employee's absence of ~~three~~ two (32) or more consecutive working days ~~for which sick leave was requested~~ where the City suspects the employee is abusing sick leave. ~~A failure to supply or provide said certificate or written statement shall be grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.~~

In the Fire Department, the Department Head may require evidence in the form of a physician's certificate or written statement, as to the adequacy of the reason for any Fire employee's absence of three (3) or more consecutive shifts ~~for which sick leave was requested~~ where the City suspects the employee is abusing sick leave. ~~A failure to supply or provide said certificate shall be grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.~~

F.E. Sick Leave Pay-Off Upon Termination

1. Employees in the Communications, General, and Maintenance classifications, upon termination of continuous service, other than by discharge, shall be paid for 50 percent of all sick leave accrued to the time

of such termination which is in excess of 320 hours, but does not exceed a maximum accrual of 800 hours.

2. Management and Confidential and employees in position classifications in the Police representation unit, upon death, retirement, or voluntary termination, shall be paid 1/3 of their accumulated and unused sick leave up to a maximum of 400 hours provided, however, that no eligibility for payoff of unused sick leave exists for employees terminating prior to three years of full-time employment with the City.

~~G. Ineligible Employees~~

~~Sick leave is not allowable to part-time, emergency, seasonal, relief, temporary, or extra help employees, nor to employees paid solely on an hourly or daily basis. Provided, however, that a temporary employee who is filling a position in which a person on military leave has regular classification and the right to return, shall be entitled to the same sick leave as he/she would have been entitled to had he/she not been on temporary employment.~~

~~H. Physical Examination~~

~~Any employee absent from work for a period of three (3) or more consecutive working days, three or more consecutive shifts for Fire employees working a twenty-four (24) hour shift, due to illness or accident may be required to submit to and successfully complete a physical examination before returning to active duty. The physical examination will be conducted by a physician of the City's choice with all costs paid by the City.~~

~~SEC. 10.22 PILOT PROGRAM – SICK LEAVE, ANNUAL PAYOFF AND ACCRUAL~~

~~The following sick leave payoff and accrual program was instituted in 1980, as a "pilot program." The program will remain in effect and will be reevaluated by City management. If the program is discarded, the City will revert to its previously effective sick leave program as contained herein.~~

~~Sick leave will be earned at the rate of eight hours per month for a possible total maximum of 96 hours per calendar year. Sick leave used during each calendar year will be charged against the current year's earnings.~~

~~By November 30 of each calendar year, the City will determine the amount of unused sick leave for each regular employee. Each employee must carry over to a sick leave "bank" a minimum of 56 hours in December, and may request cash payment for any hours above 56 or may add it to the sick leave bank. If 56 hours of unused sick leave are not available, the number of unused hours must be carried over to the sick leave bank. The current payoff programs at termination or retirement, as detailed in these rules, remain unchanged.~~

#### SEC. 10.6~~25~~ **BEREAVEMENT LEAVE**

Bereavement – 40 hours (3 shifts for fire platoon/shift employee of said leave per calendar year will be available to an employee in the event of the death of said employee's "immediate family", which is defined as grandparent, parent, spouse, registered domestic partner, parent-in-laws, child, stepchild, grandchild, brother or sister. ~~grandparent, parent, spouse, child, stepchild, brother, or sister.~~ The program is supplemental to the current sick leave program. ~~(Resolution #8287)~~

#### SEC. 10.7~~26~~ **MILITARY LEAVE**

Military leave with pay shall be granted in accordance with Section 395 of the Military and Veteran's Code.

Any employee who is on temporary military leave of absence for military duty ordered for purposes of active military training, encampment, naval cruises, special exercises, or like activity as such member, provided that the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from the duty, but not for inactive duty such as scheduled reserve drill periods, and who has been in the service of the public agency from which leave is taken for a period not less than one year immediately prior to the day on which the absence begins shall be entitled to receive his/her salary or compensation as such public employee for the first 30 calendar days of any such absence. Pay for such purposes shall not exceed 30 days in any one-year of public agency service, all service of said public employee in the recognized military service shall be counted as public agency service.

#### SEC. 10.8~~27~~ **JURY DUTY, WITNESS LEAVE**

##### A. Jury Duty

1. No deductions shall be made from the salary of an employee while on jury duty if he/she has waived or remitted to the City the fee for jury duty paid

for hours the employee is scheduled to work. If he/she has not so waived or remitted the jury fee, he/she shall be paid only for the time actually worked in his/her regular position. An employee accepted for jury duty shall immediately notify his/her department head in writing whether or not he/she waives or remits his/her jury fee to the City.

~~2. A professional fire employee who is subpoenaed or required to appear in court as a witness on job related matters shall be deemed to be on paid leave of absence, while actually in court. Any notification of such appearance shall immediately be reported to the duty Battalion Chief. The employee shall remit to the City Treasurer all fees received except mileage.~~

~~3.~~

4.2. 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." Administrative procedures will govern implementation of this program.

#### B. Witness Leave

An employee who is subpoenaed or required to appear in court as a witness on job related matters shall be deemed to be on paid leave of absence, while actually in court. Any notification of such appearance shall immediately be reported to the employee's supervisor for supervisor approval prior to the appearance. The employee shall remit to the City Treasurer all fees received related to the appearance, except mileage

~~A sworn fire employee who is subpoenaed or required to appear in court as a witness on job related matters shall be deemed to be on paid leave of absence while actually in court.~~

### SEC. 10.9~~28~~ FAMILY AND MEDICAL CARE LEAVES (Resolution #8762—12/91)

#### A. Statement of Policy; Concurrent Running of FMLA and CFRA Leaves

The City provides family and medical care leave for eligible employees as required by State and federal law. Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination. Employees who fraudulently obtain or use CFRA leave are not protected

by the CFRA's job restoration or maintenance of health benefits provisions. This Policy is supplemented by the Federal Family and Medical Leave Act ("FMLA"), and the California Family Rights Act ("CFRA"). Unless otherwise stated in this Policy, "Leave" means leave pursuant to the FMLA and CFRA. Unless otherwise provided by law, the City will run each employee's FMLA and CFRA leaves concurrently.

## B. Definitions

- (a) "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- (b) "Single 12 Month Period" means a 12-month period, which begins on the first day the eligible employee takes FMLA leave to take care of a covered servicemember and ends 12 months after that date.
- (c) "Family member" for FMLA leave means an employee's child, parent, and spouse. "Family member" for CFRA leave means an employee's child, parent, parent-in-law, spouse, domestic partner, grandchild, grandparent, and sibling.
- (d) "Child"
  - 1) Under the FMLA, "child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster or stepchild. A child is "incapable of self care" if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning shopping, taking public transportation, paying bills, maintaining a residence, or using telephones and directories.
  - 2) Under the CFRA, "child" means a child, including a child who is 18 years of age or older who is capable of self-care. An employee's child means a biological, adopted, foster, stepchild, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.
- (a) "Parent" means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an



employee when the employee was a child. This term does not include parents-in-law.

(b) "Parent-in-law" means the parent of a spouse or the domestic partner of the employee.

(c) "Spouse" means one or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined below.

(g) "Domestic Partner" is another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.

(h) "Grandparent" means a parent of the employee's parent.

(i) "Grandchild" means a child of the employee's child.

(j) "Sibling" means a person related to the employee by blood, adoption, or affinity through a common legal or biological parent.

(k) "Serious Health Condition" means an illness, injury impairment, or physical or mental condition that involves:

1) Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered "inpatient" when a health care facility admits him or her to the facility with the expectation that he or she will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or

2) Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

a. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and

- b. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
    - i. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or
    - ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
- 3) Any period of incapacity due to pregnancy or for prenatal care. Note that pregnancy is a "serious health condition" only under the FMLA. Under California law, an employee disabled by pregnancy is entitled to pregnancy leave. (See Policy 808, Leave Because of Pregnancy, Childbirth, or Related Medical Condition.)
- 4) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
  - a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
  - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
- 5) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by health care provider.

6) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

(l) "Health Care Provider" means:

- 1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of California;
- 2) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition;
- 3) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- 4) Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
- 5) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
- 6) Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

(m) "Covered active duty" means: 1) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or 2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign

country under a call or order to active duty under certain specified provisions.

- (n) “Covered Servicemember” means: 1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or 2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- (o) “Outpatient Status” means, with respect to a covered servicemember, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- (p) “Next of Kin of a Covered Servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.
- (q) “Serious Injury or Illness” means: 1) in the case of a member of the Armed forces, including a member of the National Guard or reserves, means an injury or illness that a covered servicemember incurred in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank, or rating; or 2) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

C. Reasons for Leave

Leave is only permitted for the reasons listed below.

- (a) The birth of a child or to care for a newborn of an employee; ;
- (b) The placement of a child with an employee in connection with the adoption or foster care of a child;;
- (c) Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition; ;
- (d) Under the CFRA only, leave is permitted to care for a domestic partner, grandparent, grandchild, parent-in-law, sibling, or designated person who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA;
- (e) Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of his/her position;
- (f) Leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation ;
- (g) Leave to care for a spouse, son, daughter, parent, or “next of kin” who is a covered servicemember of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period; or
- (h) Under the CFRA only, leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s domestic partner is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA.

D. Employees Eligible For Leave

An employee is eligible for leave if:

- (a) The employee has been employed by the City for at least 12 months; and
- (b) The employee has been employed by the City for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
- (c) The City directly employs at least 50 full or part-time employees within a 75-mile radius for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year. The workweeks do not have to be consecutive. The phrase "current or preceding calendar year" refers to the calendar year in which the employee requests the leave or the calendar year preceding this request. This criteria is not required and does not apply for an employee to be eligible CFRA leave.

E. Amount of Leave

Eligible employees are entitled to a total of 12 workweeks (or 26 workweeks to care for a covered servicemember) of leave during any 12-month period. If FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

F. Minimum Duration of Leave

- (a) If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two weeks duration on any two occasions.
- (b) If leave is requested to care for a child, parent, parent-in-law, spouse, domestic partner, grandparent, grandchild, sibling, designated person or the employee him/herself with serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this Policy is required.

G. Parents both Employed by the City of West Covina

If both parents of a child, adoptee, or foster child are employed by the City and are entitled to bonding leave:

1. The aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period; and
2. Each parent is entitled to take 12 workweeks of CFRA leave during any 12-month period.

If both parents of a covered servicemember are employed by the City and are entitled to leave to care for a covered servicemember, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during the 12-month period. This limitation does not apply to any other type of leave under this Policy.

#### H. Employee Benefits While On Leave

- (a) Group Health Insurance During Unpaid Leave: Leave under this Policy is unpaid. While on unpaid leave, employees will continue to be covered by the City's group health insurance for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will continue up to four months each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the City will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks).
- (b) Benefit Plans Not Provided through the City's Group Health Plan During Unpaid Leave Do Not Continue: The City does not pay for benefit plans that are not part of the group health plan for any employee on unpaid leave. As a result, employees will not continue to be covered under the City's benefit plans that are not provided through the City's group health plans while the employee is on unpaid leave.
- (c) Payment of Premiums: Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using his or her paid leave) or direct payments (if the employee is not using his or her paid leave). The City will inform the employee whether the direct payments for premiums should be paid to the carrier or to the City, and the deadlines for paying premiums in order to prevent coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while employee is on leave.
- (d) Recovery of Premium if the Employee Fails to Return from Leave: If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the City shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee

does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control.

I. Substitution of Paid Accrued Leaves

Although family and medical care leave is unpaid, an employee may elect and the City will require an employee to concurrently use all paid accrued leaves during family and medical care leave as described below.

J. City's Right to Require an Employee to use Paid Leave when using FMLA/CFRA Leave

Employees must use and exhaust their accrued leaves concurrently with family and medical care leave to the same extent that employees have the right to use their accrued leaves concurrently with family and medical care leave with two exceptions:

(a) Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit; ; and

(b) An employee must agree to use accrued sick leave to care for a child, parent, parent-in-law, spouse, domestic partner, grandparent, grandchild sibling, or designated person.

K. City's Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves

If an employee takes a leave of absence for any purpose, which also qualifies under both the FMLA and/or CFRA, the City will designate that leave as running concurrently with the employee's 12-week FMLA and/or CFRA leave entitlement.

L. City's and Employee's Rights if an Employee Requests Accrued Leave without Mentioning FMLA or CFRA

If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA qualifying purpose, the City may not ask the employee if the leave is for a FMLA/CFRA qualifying purpose. However, if the City denies the employee's request and the



employee provides information that the requested time off is for a FMLA/CFRA qualifying purpose, the City may require the employee to exhaust accrued leave as described above.

M. Medical Certification/ Recertification

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

(a) Employee's Own Serious Health Condition: Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position. Upon expiration of the time period the health care provider originally estimated that the employee needed for his/her own serious health condition, the employee must obtain recertification if additional leave is requested.

(b) Family Member Serious Health Condition: Employees who request leave to care for a child, parent, parent-in-law, domestic partner, spouse, grandparent, grandchild, sibling, or designated person who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, spouse, grandparent, grandchild, sibling, or designated person and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, spouse domestic partner, grandparent, grandchild, sibling or designated person. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.

(c) Servicemember Serious Injury or Illness: Employees who request FMLA leave to care for a covered servicemember who is a child,

spouse, parent or “next of kin” of the employee, must provide written certification from a health care provider regarding the injured servicemember’s serious injury or illness. The City will verify the certification as permitted by the FMLA regulations.

(d) Qualifying Exigency: The first time an employee requests FMLA leave because of a qualifying exigency, an employee may require the employee to provide a copy of the military member’s active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member’s active duty service. A copy of the new active duty orders or similar documentation shall be provided to the City if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member. The City will verify the certification as permitted by the FMLA regulations.

#### N. Time to Provide a Medical Certification

When an employee has provided at least 30 days’ notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to the City within the time frame requested by the City (which must allow at least 15 calendar days after the employer’s request), unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts.

#### O. Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established in this Policy, the City may delay the taking of FMLA/CFRA leave until required certification is provided, or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification.

#### P. Personnel Officer’s Review of the Contents of Medical Certification for Employee’s Own Serious Health Condition

(a) Complete and Sufficient: The employee must provide a certification for his or her own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been

completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If the certification is incomplete or insufficient, the Personnel Officer will give the employee written notice of the deficiencies and seven days to cure, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies.

(b) Authentication and Clarification: After giving the employee an opportunity to cure the deficiencies in a medical certification for the employee's own serious health condition, the Personnel Officer may contact the health care provider who provided the certification to clarify and/or authenticate the certification. "Authentication" means providing the health care provider with a copy of the certification form and requesting verification that the information on the form was completed or authorized by the health care provider who signed the form. "Clarification" means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. The Personnel Officer may not ask for additional information beyond that required on the certification form.

Q. Second and Third Medical Opinions For Employee's Own Serious Health Condition

If the City has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee, but paid for by the City. The opinion of the third provider will be binding. The City must provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee.

R. Intermittent Leave or Leave on a Reduced Leave Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for his or her own serious health condition, or to care for an immediate family member with serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The City may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

S. Employee Notice of Leave

Although the City are required to give as much verbal or written notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact day(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

T. Reinstatement Upon Return From Leave

(a) Reinstatement to Same or Equivalent Position: Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

(b) Date of Reinstatement: If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the City, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

(c) Employee's Obligation to Periodically Report on His/Her Condition: Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

(d) Fitness for Duty Certification: As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his or her job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

(e) Reinstatement of "Key Employees": Under the FMLA only, the City may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the City within 75 miles of the worksite) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the City.

and the employee is notified of the City's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur. Under the CFRA, the City may not deny reinstatement to a "key" employee during or upon expiration of CFRA leave.

#### U. Required Forms

Employees must complete the applicable forms to receive family and medical care leave. The forms may be found at Human Resources.

#### ~~A. Birth or Adoption~~

~~Leaves due to pregnancy or subsequent to the birth or adoption of a child for parental care purposes, will be granted for a reasonable period of time by the City Manager, provided such period, including paid leave and leave without pay, shall not exceed four months. Such leave shall not be conditioned on whether the employee is medically disabled but must be directly associated with the birth or adoption of a child. Only those employees with at least one year of continuous City employment shall be eligible.~~

#### ~~B. Family Illness~~

~~Leaves due to the serious health condition of a child, spouse or parent of an employee may be granted for a reasonable period of time by the City Manager, provided such period including paid and unpaid leave, shall not exceed four months in any 24 month period. Only those employees with at least one year of continuous City employment shall be eligible. Certification from a health care provider that the employee's leave is necessary and the prospective length of such leave may be required upon request. Family care leave shall be administered in a manner consistent with Sections 12945, 12945.2 and 19702.3 of the California Government Code. California law shall prevail unless preempted by federal law.~~

#### ~~C. Use of Paid Leave~~

~~Paid benefit time such as vacation, personal leave days, compensatory time and administrative leave may be taken during any family leave period so long as the total time off does not exceed four (4) months. Such leave must be used prior to an employee taking leave without pay except during the disability period of a female employee which is in conjunction with the birth of a child. Sick leave may only be used during the disability period or as provided under Personnel Rule X,~~

~~Section 10.21, D.2. All employees on family care leave are entitled to return to the same or a comparable position~~

## SEC. 10.10~~29~~ LACTATION POLICY

### A. Lactation Break Time and Location

The City will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. If the employee takes lactation breaks at times other than their provided break times, then the lactation break shall be unpaid or the employee may choose to use accrued leave.

Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The City will provide a room or other appropriate location in close proximity to the employee's worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:

- Be shielded from view and free from intrusion while being used to express milk;
- Be safe, clean, and free of hazardous materials;
- Contain a surface on which to place a breast pump and personal items;
- Contain a place to sit; and
- Have access to electricity needed to operate an electric battery-powered breast pump.

An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.

The City will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee's work area.

### B. Lactation Accommodation

An employee may make a request for lactation accommodation, either orally or in writing, with the Personnel Office.

Following receipt of a request for lactation accommodation, the City will provide a timely written response to the employee in which the City will indicate if it is unable to provide the requested break time or a requested location for the purposes of expressing breast milk.

An employee does not believe that the City is providing an appropriate lactation accommodation should immediately inform the Personnel Office.

An employee who does not believe that the City is providing an appropriate lactation accommodation as required by state law has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

SEC. 10.11~~3029~~ **WORK RELATED DISABILITY LEAVE** ~~(CC Action 1/8/02)~~

A. Entitlement to Leave

Whenever any employees of the City are disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, they shall be entitled, regardless of their period of service with the City, to leave of absence while so disabled, without loss of salary - temporary disability compensation, if any, being considered as and credited to salary for this purpose - for the period of such disability, but not exceeding one year, or until such earlier date as they are determined to be permanent and stationary and unable to return to their usual and customary duties; and the leave of absence, hereby granted shall be in addition to, and shall not be charged to or deducted from, accumulated sick leave except as provided herein. Such leave, however, shall not be paid for more than three days unless and until such employees are determined by the City to be legally entitled to receive benefits under the Worker's Compensation Law of the State of California based upon such injury or illness. When and while applicable, this section shall supersede the provisions of the Grievance Procedure.

B. Salary Step Increases During Leave (CC Action 1/8/02)

Relative to non-public safety employees, (1) promotion or step increases which would have come due during a disability leave shall take effect upon the day the employee returns to regular duties in accordance with existing rules; (2) holidays

occurring during disability shall not be counted as disability leave days, but shall be considered as holidays for which time off has been utilized; and (3) vacation and sick leave benefits shall continue to accrue during periods of industrial disability leaves.

C. Review of Safety Committee

The first three (3) days of absence of a non-public safety employee due to a disability shall be charged to the employee's usable accumulation of sick leave or other time off benefits; provided, however, that the Safety Committee or its sub-committee, upon request of the employee, shall review the circumstances of the injury. If the Safety Committee rules that the employee had no possible opportunity to prevent or reduce the injury through any alternative action, disability time off charged to the employee's time off benefits may be restored. Such restorations shall be limited to causes where no danger could have been anticipated or precautions and actions taken by the employee to prevent or reduce the injury.

Appeal of Safety Committee determinations provided for in this section shall be made to the City Manager, whose decision shall be final.

D. Paid Leave During Disability

No sworn members of the Police and Fire Departments, while on or entitled to disability leave of absence, shall suffer the loss of any vacation, sick leave, or increase in compensation which would have accrued, or to which he/she would have been entitled, if he/she were actually performing his/her duties.

E. Probation During Disability

Probationary employees on temporary disability due to work incurred or related injury/illness shall not progress towards the completion of the probationary period while on such temporary disability leave.

SEC. 10. ~~12310~~ **SPECIAL LEAVE OF ABSENCE WITH PAY**

When an employee has exhausted all sick leave and vacation time to which he/she is entitled, the City Council may, upon a showing of good cause and justifiable and deserving circumstances, grant to such employee a leave of absence with pay for a period not exceeding six months and subject to such conditions as the City Council may



deem advisable. If temporary disability payments are paid to such employee during any such leave of absence with pay, they shall be credited to and considered a part of his/her salary, and the City shall pay only the difference which when added thereto would equal his/her full salary. ~~The aggregate of all such leave shall not be more than one year.~~

SEC. 10. ~~1335~~ **LEAVES OF ABSENCE WITHOUT PAY**

A. Unauthorized Absence – Automatic Termination

Any employee absent from his/her job for more than (2) working days without prior permission of the department head, shall be considered to have automatically terminated his/her employment with the City.

B. Unauthorized Absence – Other Disciplinary Action

Any unauthorized absence may be cause for disciplinary action as provided in these rules.

C. Authorized Absence

1. Upon the request of the employee and the recommendation of the appointing authority, a leave of absence without pay may be granted by the Council or City Manager to an employee, who immediately preceding the effective date of such leave, shall have completed at least one year of continuous service.

2. An employee shall not be entitled to a leave of absence as a matter of right, but only upon good and sufficient reason.

~~2.3.~~ If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without aforementioned restrictions.

D. Non-Medical Leave of Absence Without Pay - Duration

1. Request for leave of absence without pay shall be made as prescribed by the Personnel Officer, and shall state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return. The Personnel Officer will transmit the request to the Council, in the case of leaves of more than one hundred twenty (120)

calendar days. A request for a leave of one hundred twenty (120) calendar days or less may be approved by the City Manager upon recommendation of the appointing authority. ~~A physician's statement will be required of employees who request leave of absence without pay as a result of a medical condition.~~

2. A leave of absence without pay may be granted by the Council for a period not to exceed one year provided that the Council may extend such leave for an additional year.

3. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

#### E. Military Leave

The Council may grant a military leave of absence without pay for an indefinite period of time to any employee who is called into active military service even though the employee does not meet the one (1) year of continuous service requirements specified in Section 10.~~726~~.

#### F. Leave of Absence - Injury

The Council may grant a leave of absence without pay for an indefinite period of time to any employee who is injured on the job, or has a serious illness even though the employee does not meet the one year of continuous service requirements as specified in Section 10.~~3513-G~~.

#### G. Accrual Benefits

Leave of absence without pay granted by the Council shall not be construed as a break in service or employment, and rights accrued at the time of leave is granted shall be retained by the employee; However, vacation credits, sick leave credits, increases in salary and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee reinstated after leave of absence without pay shall receive the same step in the salary range he/she received when he/she began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's salary increase anniversary date shall be set forward one month for each thirty (30) consecutive days taken.

SEC. 10.14~~36~~ **FAILURE TO RETURN FROM LEAVE**

- A. Failure of the employee to return to his/her employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service of that employee, unless such leave ~~is~~<sup>be</sup> extended.
- B. The Council reserves the right to revoke or cancel any authorized leave for reasons which said Council finds to be sufficient.

## RULE XI

## LAYOFF/REEMPLOYMENT

SEC. 11.1 ELIMINATION OF POSITIONS

Public interest may require elimination or curtailment of a public service activity which may, therefore, require the layoff of one or more employees. The following procedure is intended to provide primary consideration to seniority of service.

SEC. 11.2 LAYOFF PROCEDURE

## A. Seniority

Seniority is defined as the length of continuous service in the employee's present classification or in higher or equal classes regardless of department to which assigned. When employees have equal seniority for retention in a class, the employee with the greater amount of seniority credit with the City shall have the highest retention priority. "Seniority credit with the City shall be defined as the length of continuous service from the last date of hire by the City, including time spent in the San Gabriel Valley Fire Authority. If a tie occurs, priority shall be determined on the basis of the employee's rank on the certified eligibility list at the time of appointment to that class.

B. ~~On the least seniority basis,~~ Employees will be laid off on the least seniority bases in order of the following categories, completely exhausting each before proceeding to the next.

1. Temporary, seasonal and provisional non-regular employees.
2. Probationary, full-time employees in the classified service.
3. Regular, classified full-time employees.

C. When a position within a class is abolished, the following steps shall be observed:

1. The names of all employees occupying positions in said class shall be listed in the order of their lengths of service in said class or in higher or equal classes.

2. If on this list there is included the names of any probationary or otherwise non-regular employees, the appointing authority shall choose an employee from the three with the least seniority to be laid off for each position to be abolished. The provision of paragraph 4 shall apply to ~~such~~ ~~of~~ these laid off employees who ~~as~~ hold regular status in a lower class.
3. The appointing authority shall base the layoff decision on quality of service and seniority. If one layoff is to be made, then the three lowest seniority employees will be considered. If more than one layoff is to be made, the number of employees lowest in seniority equal to the number of layoffs, plus two, will be considered.
4. An employee laid off under the provisions of paragraph 2 who holds regular status in a lower class, may request demotion to a position in said lower class or equivalent class in order to avoid layoff. If the employee makes such request, a list of employees as prescribed in paragraph 1 shall be prepared and subject employee shall have his/her name placed among the other names on said list according to his/her seniority. Thereafter, the appointing authority shall choose an employee to be laid off according to the provisions of paragraphs 2 and 3.
5. An employee laid off, under the provisions in paragraph 4 may request demotion to a position in any lower class within the same series as, or an equivalent series to, that within which he/she held his/her position. If the employee makes such request, thereafter the same provisions as stipulated in paragraph 4 with respect to the preparation of a list of employees and the selection of an employee to be laid off shall apply.
6. In the case of layoffs necessitated by demotion ~~under the above outlined procedures~~ under the above outlined procedures, the same general provisions as ~~above~~ outlined above shall apply in laying off employees in the lower class.
7. In the case of any questions as to the equivalency of classes for the purpose of preparing the lists prescribed above, the Personnel Officer, having responsibility for the maintenance and application of the classification plan, shall render his/her judgment and such judgment shall be final.

D. Written Notice of Layoff

1. Any employee to be laid off will be given written notice of layoff not less than fourteen (14) calendar days prior to the effective date of such layoff.
2. An employee so notified will be provided with three (3) working days to respond/appeal the City's layoff notice. The employee must request an appointment with the Personnel Officer for an informal pre-layoff review meeting within three (3) working days for the City's layoff notice. The Personnel Officer's decision is final.
3. Upon receipt of notice of layoff and in order to avoid layoff, an employee may request a demotion in writing to the Personnel Officer within three (3) working days of receipt of layoff notice.

E. Specially Funded Positions

1. When a position is created and is funded by a grant of funds from the State or the Federal government, the position shall be automatically abolished when the funding is terminated. The incumbent of the position shall be laid off on the date upon which the position is abolished and the layoff procedures prescribed in these rules are applicable and shall be followed.
2. Any employee hired or promoted to fill a vacancy in a regular full-time City position resulting from the assignment of a regular employee to a specially funded position, may be demoted or laid off in accordance with this procedure at the time the regular employee returns to his/her former position.

SEC. 11.3 **REEMPLOYMENT**

A. Reemployment List

1. The reemployment list shall consist of the names of regular employees who have been laid off for lack of work, lack of funds from a position in the same class, or an equivalent class, or that in which the vacancy exists.
2. Such names shall be placed on the reemployment list in reverse order of layoff. Last employee laid off is the first employee on the reemployment list with other laid off employees in sequential order thereafter.
3. Employees whose positions have been reallocated to a lower class, but who have not been demoted for cause, shall also have their names placed

on the reemployment list for the class from which their position was reallocated.

4. Reemployment lists shall be certified by the Personnel Officer and shall be valid for one year from date of layoff.

**B. Appointments**

The appointing authority shall select from among the three highest available and qualified on the reemployment list. Qualifications shall be determined by the last performance evaluation.

**C. Prior Service**

For the purpose of computing total seniority with the City, an employee reemployed shall have the same prior service credited to them as they had at the time of layoff.

**D. Anniversary Date**

Upon reemployment, an employee shall be credited with the same portion of a year as that credited at the time of layoff for purposes of establishing a new anniversary date for step and merit increase eligibility.

## RULE XII

## SEPARATIONS/RETIREMENT

SEC. 12.1 **RESIGNATIONS**

Ordinarily ~~A~~<sup>a</sup> resignation in good standing shall require the submittal by the employee of a notice of planned resignation. Once submitted a resignation notice may not be withdrawn without the approval of the appointing authority.

~~SEC. 12.2 **SALARY ON NON-DISCIPLINARY DEMOTION**~~

~~After reaching his/her normal retirement date under the Public Employees' Retirement System, upon request of an employee and the consent of the City Manager, except as to elective officers or officers appointed directly by the City Council, an employee may remain in the active service of the City for such additional period or periods as the City Council may authorize, provided that no one period shall exceed twelve months. The employee's actual retirement date shall be on the first day of any month within the ten year period immediately succeeding his/her normal retirement date.~~



## RULE XIII

## OUTSIDE EMPLOYMENT

SEC. 13.1 **POLICY**

A city officer or employee shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with his/her duties, functions, or responsibilities of his/her appointing authority or the department in which he/she is employed, nor shall he/she engage in any outside activity which will directly, or indirectly, contribute to the lessening of his/her effectiveness as a City employee.

SEC. 13.2 **SALARY ON NON-DISCIPLINARY DEMOTION**

- A. Any officer or employee wishing to engage in an occupation or outside activity for compensation, shall inform the appointing authority of such desire, providing information as to the time required and nature of such activity and such other information as may be required, and the appointing authority shall determine whether or not said outside activity is compatible with the employee's City employment.
- B. If the appointing authority determines such activity is compatible, he/she may authorize the activity in writing using the "Outside Employment Form" and sending a copy to the Personnel Office.
- C. Said authorization shall be valid only for work and period prescribed herein.

SEC. 13.3 **DETERMINATION OF INCONSISTENT ACTIVITIES**

In making a determination as to the consistency or inconsistency of outside activities [with City employment](#), the appointing authority shall consider, among other pertinent factors, whether the activity:

- A. Involves the use for private gain or advantage of City time, facilities, equipment, and supplies, or the badge, uniform, prestige, or influence of one's City office or employment.
- B. Involves receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the City for the performance of an act

which the officer or employee, if not performing such act, would be required or expected to render in the regular course of his/her City employment or as a part of his/her duties as a City officer or employee.

- C. Involves conditions or factors which would probably directly or indirectly lessen the efficiency of the employee in his/her regular City employment, or conditions in which a substantial danger or injury or illness to the employee.
- D. Involves the performance of an act in other than his/her capacity as a City officer or employee, which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such officer or employee or the department in which he/she is employed.

SEC. 13.4 **INJURIES RELATED TO OUTSIDE EMPLOYMENT**

The City will investigate injuries to determine if they were sustained or aggravated by outside employment. The determination that an employee's injury was sustained or aggravated by outside employment may impact ~~on~~ eligibility for Workers' Compensation and rights under Section 4850 of the Labor Code of the State of California

## RULE XIV

### DISCIPLINARY ACTIONS

#### SEC. 14.1 CAUSES

- A. Disciplinary measures may be taken for any good and sufficient cause. The extent of the disciplinary action taken shall be commensurate with the offense, provided that the prior employment history of the employee may also be considered pertinent. Progressive discipline is to be used to assist employees in improving their performance and correcting deficiencies. There may be instances that require proceeding directly to more severe levels of discipline; and the City reserves the right to proceed to any level of discipline, including termination. Cause may include violation of the Personnel Ordinance or of these ~~r~~Rules or any rules and for regulations of the ~~Police~~-Department or the personnel thereof, any act of insubordination or act detrimental to the public service, or any departmental policy or rule failure, refusal or inability to comply with the duties of the position occupied by the employee, or any other type of misfeasance, malfeasance or nonfeasance relating to his/her duties, office or position. Should there be an investigation to support the disciplinary measure, such investigation shall consider all relevant evidence as the investigator sees fit.
- B. Reductions in pay which are part of a general plan to reduce salaries and wages as an economy measure are not disciplinary measures.

#### SEC. 14.2 AUTHORITY FOR DISCIPLINARY ACTIONS

- A. The appointing authority shall have authority to take disciplinary action provided also that the appointing authority may delegate to certain of his/her subordinate supervisory employees the authority to make official warnings. Immediate suspensions may not be stipulated, however, except by the appointing authority.
- B. The Personnel Officer shall be notified of any contemplated disciplinary action prior to the time it is taken, provided that in emergency situations or other instances when prior notification is not practicable, the Personnel Officer may be notified as soon as possible subsequent to the time the action is taken.

#### SEC. 14.3 KINDS OF DISCIPLINE

Disciplinary actions include suspensions, demotions, reduction in pay and dismissal. Oral and written reprimands [and counseling memos](#) are considered official warnings and are not disciplinary actions covered under this section. Employees receiving warnings may respond in writing and have such response placed in their personnel file.

All disciplinary actions shall be made in accordance with these Rules. Probationary and limited service employees may be dismissed, demoted or reduced in pay without right to review or appeal unless otherwise required by law.

A. Cause for Suspension, Demotion, Reduction in Salary, Dismissal

An employee with regular status may be demoted, suspended, reduced in pay or dismissed only for cause. [Employee may be disciplined for, including but not limited to, any of the following causes of discipline:](#) ~~The following are declared to be causes for such action, although charges may be based upon causes other than those specifically listed:~~

1. Failure to meet work performance standards and requirements.
2. Discourteous [or offensive](#) treatment of the public or other employees.
3. Willful or negligent disobedience of any law, ordinance, rule or regulation, or superior's lawful order.
4. Excessive absenteeism or absence without approved leave.
5. Misappropriation or damage of public property or public funds through negligent or willful misconduct.
6. Excessive tardiness.
7. Deception or fraud in securing a job appointment, promotion or making a false statement on an application for employment.
8. Falsification of a relevant official statement or document.
9. Possessing or using narcotics, alcohol or controlled substances in City offices, facilities or property, or being under the influence of same while on duty.
10. Failure to supply full information as to character, employment history, or acts which, if known at the time of appointment might have resulted in disqualification for the job to which appointment was made.
11. Improper or unauthorized use of City property.

12. Failure to exhibit good behavior or conduct, either during or outside of duty hours which is of such nature that causes discredit to the appointing authority or City.
13. Outside employment not specifically noticed to and authorize by the appointing authority.
14. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
15. Improper political activity while on duty such as campaigning or espousing the election or non-election of any candidate in nation, state, county or municipal elections.
16. Dishonesty - acts and statements such as lying, making false entries on records and other actions showing a lack of truthfulness and integrity.
17. Theft
- ~~16-~~18. Abusive conduct, including malicious verbal, visual, or physical actions, or the gratuitous sabotage or undermining of person's work performance.

#### SEC. 14.4 **DISCIPLINE PROCEDURES DUE PROCESS**

##### A. Notice to Employees

In instances of serious disciplinary actions which result in financial detriment to the employee, i.e., dismissal, demotion, salary reduction, and suspension equivalent to ~~more than 40 hours~~ five (5) days or more, written notice of the proposed disciplinary actions shall be submitted to regular employees five (5) work days prior to the effective date of the proposed action. In ~~emergency~~ situations when prior notification is not practicable, an employee may be suspended with pay until such notice is given and until the proposed action becomes effective.

1. The written notice of proposed disciplinary action shall ~~state~~ include the level of the proposed disciplinary action, the effective date, and specific charges upon which the proposed disciplinary action is based, and a summary of the facts that show that the elements of each at issue in the proposed discipline.
2. The written notice of proposed disciplinary action shall include a copy of all ~~inform the employee that he/she may have access to copies of all written~~ materials supporting upon which the proposed disciplinary action is based.

3. The written notice shall also inform the employee of his/her right to respond, either orally by requesting a Skelly conference or in writing, to the Department Head or Division Manager before the disciplinary action is imposed. The written notice will also advise of the employee's right to have a representative of his or her choice at the Skelly conference. Such response must be made within five (5) working days of receipt of the written notice. Failure to respond during the time specified shall constitute a waiver of the right to respond prior to imposition of the proposed action.
4. If the employee requests a Skelly conference, the Department Head, Division Manager or designee will conduct an informal meeting with the employee. During the informal meeting, the employee shall have the opportunity to rebut the charges against him or her and present any mitigating circumstances. The Department Head or designee will consider the employee's presentation before issuing the disciplinary action. The employee's failure to attend the conference, or to deliver a written response by the date specified in the notice of proposed disciplinary action, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the notice.
5. After the Skelly conference and/or timely receipt of the employee's written response, the Department Head, Division Manager or designee will: (1) take no disciplinary action; (2) modify the intended discipline; or (3) impose the intended disciplinary action. In any case, the Department Head, Division Manager or designee will provide the employee with a final notice of discipline that contains the following:
- The level of discipline, if any, to be imposed and the effective date of the discipline,
  - The specific charges upon which the discipline is based,
  - A summary of the facts that show that the elements of each charge at issue in the intended discipline;
  - A copy of all materials upon which the discipline is based; and
  - A reference to the employee's appeal right and deadline to appeal.
- ~~3.6.~~ In cases involving suspension of less than 40 hours, or reduction in pay equivalent to less than 40 hours of cumulative pay, oral notice of proposed action is sufficient prior to imposition. Written order of action shall be given to the employee within five (5) working days after the discipline is imposed.
- ~~In cases involving disciplinary action to suspend for more than 40 hours, reduce in pay for the equivalent of more than 40 hours, or dismiss an employee, a written order of such action must be provided within five (5) working days of the effective date. The order shall contain the right of appeal of the imposed action.~~

## B. Evidentiary Hearing – Right of Appeal

As provided in Section 2-254 of the Municipal Code, any regular employee in the classified service who has been demoted, dismissed, suspended for a period of five work days or more, or reduced in step within his/her range shall be entitled to request a hearing before the ~~Personnel~~ Commission, provided, however, that employees in the position classifications in the Police representation unit shall have the right to appeal a disciplinary suspension pursuant to these rules, and the Public Safety Officer Procedural Bill of Rights Act. Employees in the position classifications in the Fire representation unit shall have the right to appeal a disciplinary suspension pursuant to these rules, and the Firefighters Procedural Bill of Rights.

## C. Appeal Procedure

- ~~1. Within five (5) workdays of the receipt of the department head's decision, as provided in Section 14.4, or within five (5) workdays of the effective date of a demotion, dismissal, suspension of five days or more, or reduction in pay equivalent to five days or more, if such written notification has not been given, the disciplined employee may make his/her answer or protest to the disciplinary action. Such answer shall be in writing and in three (3) copies and shall be filed with the Personnel Office.~~
- ~~1. The Personnel office shall then forward one (1) copy of such answer to the appointing authority. The appointing authority shall consider such answer and may at his/her own discretion request the Personnel officer to arrange an informal meeting between himself/herself and the employee. The Personnel Officer shall arrange for and attend such meeting.~~
- ~~2. Within three (3) workdays subsequent to such meeting, the appointing authority may revoke, modify, or affirm the initial disciplinary action and shall, in writing, specify his/her intention, together with any further information relative to the case which he/she believes is important. If no meeting between the appointing authority and the employee is held, the appointing authority shall, nevertheless, after consideration of the employee's written answer, specify his/her intentions, together with such further information relative to the case which he/she believes is important.~~
- ~~3. Said written specification of intention by the appointing authority shall be submitted in three (3) copies to the Personnel Officer and the Personnel Officer shall forward one (1) copy to the employee.~~

1. Provided that settlement of the matter has not been made, the employee may, within five (5) work days of the receipt of the ~~order~~ final notice of disciplinary action, request in writing a hearing of the matter by the ~~Personnel~~ Commission. Such request shall be filed with the Personnel Officer. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.
2. The Personnel Officer shall then transmit to the ~~Personnel~~ Commission, within ten (10) working days, said employee's request together with copies of all the above-mentioned documents pertinent to the case and such other documents and information as may be requested by the ~~Personnel~~ Commission. The Commission may at its discretion designate an independent hearing officer to conduct disciplinary appeal hearings on its behalf. The role of the hearing officer is to set and conduct grievance appeal proceedings, administer oaths, and present findings and non-binding recommendations to the Commission for their consideration.
3. In the course of hearing the Commission shall cause the employee to appear before it. ~~The said~~ employee may be represented by a representative of his/her choice. The hearing may be conducted by an informal process to facilitate garnering of information and to expedite the entire process.  
  
~~Within ten (10) days of~~ Upon the conclusion of the ~~Personnel~~ Commission's hearing it shall certify its findings and final action shall be taken by the City Manager as provided in Section 2-257 of the Municipal Code.
4. The purpose of the hearing is to determine the accuracy and sufficiency of the facts attendant to the disciplinary action imposed. The appellant and the City shall have the right to introduce evidence and call witnesses ~~on their behalf~~. Hearings need not be conducted according to technical rules relation to evidence and witnesses, but hearings shall be conducted in a manner that the hearing officer decides is the most conducive to determining the truth. Any relevant evidence shall be permitted if it is the type reasonable ~~responsible~~ persons can rely on in the conduct of business. Irrelevant and repetitious evidence shall be excluded.
5. The burden of proof of in disciplinary appeals is the preponderance of evidence.
6. All hearings are closed to the public unless otherwise specifically stipulated by the appellant.
- ~~4-7.~~ Communication to the appellant shall be by certified registered mail.



D. Findings

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.

E. Reimbursement for Loss of Pay

1. Reimbursement for loss of pay due to a disciplinary action which is subsequently revoked or modified shall be made to an employee. Said reimbursement pertains to and is confined to the period of time between the date of initial action and ending with the date of final decision above.
2. Where procedural steps are not followed, the employee is entitled to back pay from the time the discipline was imposed up to the time the administrative review process has been completed and a final decision was made. Provided further, however, that loss of pay subsequent to the date of final decision may be made upon recommendation of the City Manager and approval of City Council.

## RULE XV

## GRIEVANCE AND COMPLAINT PROCEDURE

SEC. 15.1 **ESTABLISHMENT**

In accordance with Section 2-258 of the Municipal Code, these procedures are established in order to provide an adequate opportunity~~ies~~ for Ceity employees to bring forth their views relating to alleged violation of these rules or policies related to ~~any~~ unfair or improper aspectss of their employment situation and to seek correction thereof.

SEC. 15.2 **SCOPE OF LIMITATIONS**

The procedures set forth in this Section of this Rule shall apply to all employee grievances except where other methods have been specifically prescribed in the Personnel Ordinance and in these rules, such as in the matters of dismissal, demotion, and reduction.

SEC. 15.3 **DEFINITIONS**

- A. Complaint: An allegation or charge that the complaining employee has suffered a wrong as a result of management action or inaction.
- B. Complaint Procedure: The process by which a determination is made as to whether or not a wrong has been committed.
- C. Grievance: An expressed claim by an employee that the City has violated, misinterpreted, or misapplied an obligation to the employee as such obligation is expressed and written in the City Personnel Ordinance, Resolutions. The following procedure applies to all City employees, unless the following apply: the employee is covered by a grievance procedure in a memorandum of understanding, another dispute resolution procedure applies to the dispute, or a discipline policy and procedure applies.
- D. Grievance Procedure: The process by which the validity of a grievance is determined.

SEC. 15.4 **COMPLAINT PROCEDURE**

Step 1. The employee shall discuss any complaint with his/her immediate supervisor. The supervisor is required to review every complaint and attempt to settle it as quickly and fairly as possible.

Step 2. If the action taken by his/her immediate supervisor is not satisfactory, the employee may take his/her complaint to successive levels of supervision as determined by the chart of administrative organization, up to and including the City Manager.

## SEC. 15.5 GRIEVANCE PROCEDURE

Step 1. The employee shall inform in writing his/her immediate supervisor of his/her grievance and relevant facts within ~~seven~~ ten (10~~7~~) working calendar days after the employee knew, or in the exercise of reasonable diligence should have known, of the events giving rise to the grievance. At least one conference shall be held between the employee and his/her immediate supervisor after, the employee has expressed his/her grievance. The supervisor shall advise the employee of his/her decision within fifteen ~~fourteen~~ (1~~5~~4) working calendar days following notification of the grievance.

Step 2. In the event such efforts as are specified in Step 1 are not productive of a mutually satisfactory solution, the employee aggrieved shall fill out a City Grievance Form. The grievant shall set forth all the facts necessary to an understanding of the issues involved, and refrain from including any unrelated charges or language. The grievance shall include a citation of the sections of the City ordinances, resolutions, or rules alleged to have been violated and then remedy sought by the grievant. The grievance shall be signed by the grievant and submitted to the grievant's immediate supervisor. Within ~~ten~~ seven (10~~7~~) working calendar days of receipt of a Grievance Form, the supervisor shall inform the grievant of his/her decision.

Step 3. If the grievance is not satisfactorily resolved in Step 2, the grievant may, within ~~ten~~ seven (10~~7~~) working calendar days after receipt of his/her supervisor's response, submit the grievance to his/her department head. Such submittal shall be by written memo and include the original of the Grievance Form. After receipt of the grievance, the department head will meet with the grievant and make such investigation as is required. Within ~~ten~~ seven (10~~7~~) working calendar days of his/her meeting with the grievant, the department head shall return the original ~~of the~~ Grievance Form to the employee along with his/her written decision on the grievance.

Step 4. If the grievance is not satisfactorily resolved in Step 3, the grievant may, within ten ~~seven~~

(107) ~~calendar-working~~ days of receipt of the department head's decision, submit a grievance to the Personnel Officer for consideration by the Division Manager. Such submittal shall include the original ~~of the~~ Ggrievance Fform, a written statement of any issues which are still in dispute, and the specific basis upon which the grievant takes issues with the position of his/her department head. The Division Manager or his/her designee shall take such review and investigative action he/she deems necessary and appropriate and inform the grievant of his/her decision within fifteen~~fourteen~~-(154) working ~~calendar~~ days of receipt of the grievance.

Step 5. If the grievant is not satisfied with the Division Manager's decision, he/she may, by written notification to the Personnel Officer within ~~ten~~<sup>seven</sup> (10~~7~~) ~~working calendar~~ days of receipt of the Division Manager's decision, request that the grievance be submitted to the ~~Personnel~~Commission. The Personnel Officer shall submit said request, together with copies of all the pertinent forms, documents, and materials concerned, to the ~~Personnel~~Commission. The Commission may at its discretion designate an independent hearing officer to conduct grievance appeal hearings on its behalf. The role of the hearing officer is to set and conduct grievance appeal proceedings, administer oaths and present findings and non-binding recommendations to the Commission for their consideration. The ~~Personnel~~Commission shall, at its discretion, hold such hearings as it requires and certify its findings as provided in Section 2-257 of the Municipal Code.

Pursuant to Section 2-257 of the Municipal Code, the Commission shall certify copies of its or its designee's findings and recommendations to the City Manager, the Personnel Officer, and other officials from whose action the appeal was made, and to the appellant employee. The official from whose action the appeal was made shall then review such findings and recommendations with the City Manager and upon approval of the City Manager, shall then affirm, revoke or modify the original action taken. Such affirmation, revocation or modification taken shall then be final.

## SEC. 15.6 GENERAL PROVISIONS

- A. No retaliation ~~retribution~~ or prejudice shall be suffered by employees making use of the grievance or complaint procedures by reason of such use.
- B. Forms for filing and processing grievances and other documents necessary under these procedures shall be prepared by the Personnel Officer and given appropriate distribution. All documents, communications and records dealing with the processing of grievances shall be filed separately from personnel files.

- C. Failure by management at any step of this procedure to communicate the decision of the grievance within specified time limits shall permit the grievant to proceed to the next step.
- D. The grievant shall be entitled to be present at all steps of the procedure.
- E. Failure at any step of this procedure to appeal a decision on a grievance within specified time limits shall be deemed acceptance of the decision rendered.
- F. The time limits specified at any step in this procedure may be extended by mutual written agreement.
- G. The original ~~of the G~~grievance ~~F~~form shall accompany all requests for institution of the first step of the grievance procedure.
- H. A classified Maintenance Department employee shall be granted a reasonable amount of City time during the employee's work day to prepare for a grievance matter presentation. Such time off is subject to department head approval.
- I. Communications with grievant shall be acknowledged ~~processed~~ by personal signed receipt of document, certified mail or registered mail.

**RULE XVI****EMPLOYER/EMPLOYEE RELATIONS****SEC. 16.1 — STATEMENT OF PURPOSE**

~~The purpose of this section is to implement Chapter 10, Division 4, Title I of the Government Code of the State, Sections 3500 et. Seq., by providing orderly procedures for the administration of employer-employee relations between the City and its employee organizations and for resolving disputes concerning wages, hours, and other terms and conditions of employment.~~

**SEC. 16.2 — EMPLOYEE RIGHTS**

- ~~a. Each City employee shall have the right to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on all matters of employer-employee relations. Each City employee shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent himself/herself individually in his/her employment relations with the City.~~
- ~~b. No person shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of his/her exercise of any of these rights.~~

**SEC. 16.3 — RECOGNITION OF EMPLOYEE ORGANIZATIONS**

~~Every employee organization that desires recognition shall initially and annually, and not later than thirty (30) days prior to the expiration of the previous year's recognition, file with the City Manager for transmission to the Personnel Commission a declaration signed by its authorized officers. In the absence of a prior recognition, a declaration shall be filed in July. Such declaration shall be signed by the authorized officers containing:~~

- ~~J. — The name and mailing address of the organization.~~
- ~~K. — The names and titles of its officers.~~
- ~~L. — The names of the representatives of the organization who are authorized to speak on behalf of its City members.~~

- ~~M. — A statement that the organization includes City employees who are members and who have designated the organization to represent them and specifies the total number of such employees.~~
- ~~N. — If applicable, a designation of the job classifications or titles of those employees in a proposed representation unit which the employee organization claims to be appropriate and the number of member employees therein. The organization shall request that the Personnel commission and the City Council recognize the employee organization as the majority representative of the employees in the unit claimed to be appropriate. The Personnel Commission may, subject to the approval of the City Manager and the City Council, order that an independent auditor be used and compensated by the City to determine from the records of the employee organization the actual number of employees included in the proposed representation unit who are members of the employee organization. If any employee organization desiring recognition denies the independent auditor access to its records, the Personnel Commission shall report to the City Manager and City Council the number of members of the organization whose dues are collected by payroll deduction. This number will then be considered the official membership in the employee organization until such time as the employee organization supplies the necessary information through the independent auditor.~~
- ~~O. — A statement whether the organization is a chapter, or local of, or affiliated with, a regional state, national, or international organization, and if so, the name and address of each such affiliated organization. The statement shall also include the names of all other cities within the county in which the organization has been recognized for the purpose of representing employees of the City with respect to salaries, wages and working conditions.~~
- ~~P. — A Statement that the organization has, as one of its primary purposes, representation of City employees in their employee relations with the City. Certified copies of the organization's constitution and by laws or any other document which verify this purpose shall be included as part of the declaration.~~
- ~~Q. — A designation of those persons not exceeding two (2) in number and their addresses to whom notice sent by regular United States mail will be deemed sufficient notice to the organization for any purpose.~~
- ~~R. — A Statement that the employee organization recognized that the provisions of Section 923 of the Labor Code are not applicable to City employees.~~

~~SEC. 16.4 — **EMPLOYEE ORGANIZATIONS — DETERMINATION OF APPROPRIATE UNIT**~~

~~A. The Personnel Commission, after reviewing the petition filed by an employee organization seeking formal recognition as majority representative, shall determine whether the proposed unit is an appropriate unit. The principal criterion in making this determination is whether there is a community of interest among such employees. The following factors, among others, are to be considered in making such determinations:~~

- ~~1. Which unit will assure employees the fullest freedom in the exercise of rights set forth under this article.~~
- ~~1. The history of employee relations:~~
  - ~~a. in the unit;~~
  - ~~a. among other employees of the City; and~~
  - ~~b. in similar public employment.~~
- ~~2. The effect of the unit on the efficient operation of the City and sound employer-employee relations.~~
- ~~3. The extent to which employees have common skills, working conditions, job duties or similar educational requirements.~~
- ~~4. The effect on the existing classification structure of dividing a single classification among two (2) or more units.~~
- ~~5. No unit shall be established solely on the basis of the extent to which employees in the proposed unit have organized.~~

~~B. In the establishment of appropriate units:~~

- ~~1. Professional employees shall not be denied the right to be represented separately from non-professional employees; and~~
- ~~1. Supervisory, management or confidential employees shall not be included in the same unit with non-supervisory, non-management, or non-confidential employees for purpose of meeting employees on matters with the scope of representation.~~

#### ~~SEC. 16.5~~ **LIST OF RECOGNIZED ORGANIZATIONS**

~~The City Clerk shall maintain a current list of recognized employee organizations. Recognition shall be effective for twelve (12) months following the date of official action by the City Council.~~

#### ~~SEC. 16.6~~ **CITY REPRESENTATIVES**

~~A. In addition to his/her other duties, it shall be the duty of the City Manager or designee to meet at reasonable times and confer in good faith with~~



~~representatives of recognized employee organizations regarding wages, hours, and other terms and conditions of employment.~~

- ~~B. Meetings with respect to wages, hours, and employee benefits constituting a part of compensation shall commence not later than one hundred fifty (150) days prior to the expiration of any memorandum of understanding. In the absence of a memorandum of understanding, such meetings shall commence not later than August first of the year.~~

#### ~~SEC. 16.7~~ **REQUEST FOR MEETINGS**

~~If the representatives of a recognized employee organization desire to meet with the City Manager, they shall make their request in writing and specify the matters to be discussed. Upon the receipt of the request, a mutually satisfactory time and place shall be arranged for the meeting. Only those matters specified in the notice may be discussed at the meeting. Other matters may be discussed by mutual consent of all the representatives present.~~

#### ~~SEC. 16.8~~ **MEMORANDUM OF UNDERSTANDING**

- ~~A. If agreement is reached with respect to any matter considered at any meeting, the City Manager, with the assistance of the City Attorney, and the representatives of the recognized employee organization, shall jointly prepare a written memorandum of such understanding which shall not be binding and shall present it to the City council for determination.~~
- ~~B. If agreement is not reached with respect to any matter, the representatives of the recognized employee organization may file with the City Council a written statement of the organization's position with reference to that matter. The City Manager may also file with the City Council a written statement of his/her position with reference to the matter. Before determining the issue, the City council shall fix a time and place to receive any additional pertinent information that may be orally presented to it.~~
- ~~A. Before finally determining the matter, the City Council<sup>1</sup> may, if requested to do so by the recognized employee organization concerned, re-refer the matter to the City Manager for mediation. An impartial mediator acceptable to the city Manager and the recognized employee organization shall be appointed to assist the parties in arriving at a voluntary resolution of the matters in dispute through interpretation, suggestion, and advice. All mediation proceedings shall be private. The mediator shall make no public recommendations nor take any public position concerning the issue. The fees and expenses, if any, of the mediator shall be~~

~~payable one-half (1/2) by the city and one-half (1/2) by the recognized employee organization. If the dispute is not resolved as a result of mediation, it shall be re-referred to the City Council for final determination.~~

#### ~~SEC. 16.9~~ **MATTERS NOT SUBJECT TO CONFERENCE**

~~A. The City Manager need not meet with the representatives of any recognized employee organization to consider:~~

- ~~1. Issues of public policy.~~
- ~~2. The merits, necessity, or organization of any department, service, or activity provided by the City pursuant to law or ordinance.~~
- ~~3. Matters which relate to the management of the City or the direction of its work force, including the right to direct employees, to hire, promote, transfer, assign or retain employees, or suspend, demote, discharge, or take other proper disciplinary action against employees, maintain the efficiency of the operation of the City government and take any actions necessary to meet conditions of an emergency nature.~~

~~B. The City Manager need not meet with the representatives of any recognized employee organization to consider the personal grievance of an individual employee or group of employees until the procedure for the resolution of grievances provided for in the Personnel Rules has been completed.~~

#### ~~SEC. 16.10~~ **NOTICE OF PROPOSALS AFFECTING EMPLOYEES**

~~A. Any proposed ordinance, rule or regulation relating to wages, hours, or other terms and conditions of employment may be submitted by the Personnel Officer to the City Council at any regular meeting. Except in cases of emergency, action on the proposal shall be automatically continued until the next regular meeting of the City. The City Clerk, in the case of proposals submitted to the City Council, shall mail notice of the submission of the proposal to each recognized employee organization whose City members are affected by it. The notice shall specify the time and place at which representatives of each such recognized employee organization shall have an opportunity to be heard with reference to the proposal before action is taken by the City Council. Commission included.~~

~~B. In cases of emergency, when the City Council or the Personnel Commission determines that an ordinance, resolution, or rule must be acted upon immediately without prior notice to those recognized employee organizations whose members are affected by it, notice of the action taken on the ordinance, resolution, or rule shall be mailed to each such recognized employee organization. The notice shall specify that the representatives of each such recognized employee organizations shall have an opportunity to be heard with reference to the ordinance, rule, or resolution at the next regular meeting of the City Council or Personnel Commission.~~

#### ~~SEC. 16.11 EMPLOYEE ACTIVITIES~~

~~A. Not more than three (3) City employees who have been designated as the representatives of a recognized employee organization shall be allowed a reasonable amount of time off without loss of compensation or other benefits for the purpose of attending a formal meeting with the City Manager if the meeting is scheduled to be held during work hours.~~

~~B. No officer or employee holding a position exempt from the Civil Service System of the City shall represent any recognized employee organization in meeting and conferring with representatives of the City on any matters within the scope of representation.~~

#### ~~SEC. 16.12 RECOMMENDATION TO IMPROVE EMPLOYEE RELATIONS~~

~~After consultation in good faith with representatives of affected recognized employee organizations, the City manager may, from time to time, recommend to the City Council the adoption of such ordinances, rules, or regulations as may be necessary or desirable to facilitate the administration of employer-employee relations.~~

#### ~~SEC. 16.13 NO CONTRACT~~

~~The provisions of this section shall not be construed to constitute a contract between the City and any employee or any recognized employee organization.~~

#### ~~SEC. 16.14 PERSONNEL SYSTEM UNAFFECTED~~

~~Nothing in this section shall be deemed to supersede the provisions of Division 2 of Article IV or Division 3 of this Article or of the Rules and Regulations adopted pursuant to thereto establishing and regulating the City's Personnel System.~~

PERSRULE - 12/91 - Revised 4/10/96

**RESOLUTION NO. 2023-65**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WEST COVINA, CALIFORNIA, ADOPTING THE  
EMPLOYER-EMPLOYEE RELATIONS RESOLUTION**

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

**WHEREAS**, pursuant to the Meyers-Milias-Brown Act (California Government Code section 3500 et seq.), the City of West Covina (the "City") may adopt reasonable rules and regulations for the administration of employer-employee relations between the City and its employee organizations; and

**WHEREAS**, the City desires to adopt updated procedures for the administration of employer-employee relations between the City and its employee organizations that would supersede existing procedures that were established on or around April 1996; and

**WHEREAS**, the updated procedures for the administration of employer-employee relations are reflected in the "Employer-Employee Relations Resolution" attached hereto as Exhibit "A."

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

**SECTION 1.** The City Council hereby adopts the Employer-Employee Relations Resolution, attached hereto as Exhibit A, which shall supersede the previously adopted Employer-Employee Relations Resolution.

**SECTION 2.** All previously adopted Employer-Employee Relations Resolutions are hereby repealed.

**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 5th day of September, 2023.

---

Rosario Diaz  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

---

Thomas P. Duarte  
City Attorney

---

Lisa Sherrick  
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2023-65 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 5th day of September, 2023, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Lisa Sherrick  
Assistant City Clerk

## **EXHIBIT A**

### **EMPLOYER-EMPLOYEE RELATIONS RESOLUTION**

#### **ARTICLE I – GENERAL PROVISIONS**

##### **SEC. 1.1     STATEMENT OF PURPOSE**

The purpose of this resolution is to implement Chapter 10, Division 4, Title I of the Government Code of the State, Sections 3500 et. Seq., and is intended to strengthen civil service through the establishment of uniform and orderly procedures for the administration of employer-employee relations between the City and its employee organizations and for resolving disputes concerning wages, hours, and other terms and conditions of employment. However, nothing contained herein shall be deemed to supersede the provisions of state law, ordinances, resolutions and rules which establish and regulate the civil service system, or which provide for other methods of administering employer-employee relations.

It is the purpose of this Resolution to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law. However, nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; determine staffing patterns and the number and kinds of personnel required; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; build, move or modify facilities; determine the methods of raising revenue; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work and the exercise of the foregoing powers, rights, authorities, duties, and responsibilities of the City and its adoption of reasonable policies, rules, regulations and practices in furtherance thereof shall not be limited, except to the extent required by law or applicable agreement to which the City is a party.

## SEC. 1.2 **DEFINITIONS**

As used in this Resolution, the following terms shall have the meanings indicated:

- a. "Appropriate unit" means a unit of employee classes or positions, established pursuant to Article II hereof.
- b. "Commission" means the Human Resources Commission.
- c. "Confidential Employee" means an employee who, in the course of his or her duties, has access to confidential information relating to the City's administration of employer-employee relations.
- d. "Consult/Consultation in Good Faith" means to communicate orally or in writing with all effected recognized employee organizations for the purpose of presenting and obtaining views or advising of proposed actions in a good faith effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of the meet and confer process, does not involve an exchange of proposals and counterproposals in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to Article IV hereof.
- e. "Council" means the City of West Covina City Council.
- f. "Day" means calendar day unless expressly stated otherwise.
- g. "City" means the City of West Covina and, where appropriate herein, refers to the City Council or any duly authorized City representative as herein defined.
- h. "Employee Relations Officer" means the City Manager or his/her duly authorized representative.
- i. "Exclusively Recognized Employee Organization" means an employee organization which has been formally acknowledged by the City as the sole employee organization representing the employees in an appropriate representation unit pursuant to Article II hereof, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.

Such recognition status may only be challenged by another employee organization as set forth in Article II section 8.

- j. "Impasse" means that the representatives of the City and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith



where their differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.

- k. "Management Employee" means an employee having responsibility for formulating, administering or managing the implementation of City policies and programs.
- l. "Proof of Employee Support" means (1) an authorization card recently signed and personally dated by an employee, provided that the card has not been subsequently revoked in writing by the employee (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorizations, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of such proof of support.
- m. "Supervisory Employee" means any employee having authority, in the interest of the City, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Terms not defined herein shall have the meanings as set forth in the MMBA.

### SEC. 1.3 **EMPLOYEE RIGHTS**

- A. Each City employee shall have the right to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on all matters of employer-employee relations. Each City employee shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent himself/herself individually in his/her employment relations with the City.
- B. No person shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of his/her exercise of any of these rights.

## **ARTICLE II – REPRESENTATION PROCEEDINGS**

### **SEC. 2.1     RECOGNITION OF EMPLOYEE ORGANIZATIONS**

An employee organization that desires recognition shall file a Recognition Petition with the City Manager for transmission to the Human Resources Commission. The Recognition Petition shall be signed by the authorized officers containing the following information and documentation:

- A. The name and mailing address of the employee organization.
- B. The names and titles of its officers.
- C. The names of the employee organization representatives who are authorized to speak on behalf of its City members.
- D. A statement that the employee organization includes City employees who are members and who have designated the organization to represent them and specifies the total number of such employees.
- E. If applicable, a designation of the job classifications or position titles of those employees in a proposed representation unit which the employee organization claims to be appropriate and the number of member employees therein.
- F. The organization shall request that the Human Resources Commission and the City Council recognize the employee organization as the majority representative of the employees in the unit claimed to be appropriate. The Human Resources Commission may, subject to the approval of the City Manager and the City Council, order that an independent auditor be used and compensated by the City to determine from the records of the employee organization the actual number of employees included in the proposed representation unit who are members of the employee organization. If any employee organization desiring recognition denies the independent auditor access to its records, the Human Resources Commission shall report to the City Manager and City Council the number of members of the organization. This number will then be considered the official membership in the employee organization until such time as the employee organization supplies the necessary information through the independent auditor.
- G. A statement that the employee organization has in its possession proof of employee support as herein defined to establish a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the City. Such written proof shall

be submitted for confirmation to the Human Resources Commission or to a mutually agreed upon disinterested third party.

- H. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner with a local, regional, state, national, or international organization, and if so, the name and address of each such affiliated organization. The statement shall also include the names of all other cities within the county in which the organization has been recognized for the purpose of representing employees of the City with respect to salaries, wages and working conditions.
- I. A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, sexual orientation, mental or physical disability, medical condition or other restriction prohibited by law.
- J. A statement that the employee organization has, as one of its primary purposes, the responsibility of representing City employees in their employment relations with the City.
- K. Certified copies of the employee organization's constitution and by-laws...
- L. A designation of those persons, not exceeding two (2) in number, and their addresses to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
- M. A request that the City formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The resulting Petition (Recognition Petition), including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

## SEC.2.2 **EMPLOYEE ORGANIZATIONS – DETERMINATION OF APPROPRIATE UNIT**

- A. The Human Resources Commission, after reviewing the petition filed by an employee organization seeking formal recognition as majority representative, shall determine whether the proposed unit is an appropriate unit. The principal criterion for unit determination is whatever grouping provides the broadest feasible grouping of positions that share an identifiable community of interest. The following factors, among others, are to be considered in making such determinations:
  - 1. Which unit will assure employees the fullest freedom in the exercise of rights set forth under this article.

2. The history of employee relations:
    - a. in the unit;
    - b. among other employees of the City; and
    - c. in similar public employment.
  3. The effect of the unit on the efficient operation of the City and sound employer-employee relations.
  4. The extent to which employees have common skills, working conditions, job duties or similar educational requirements.
  5. The effect on the existing classification structure of dividing a single classification among two (2) or more units.
  6. No unit shall be established solely on the basis of the extent to which employees in the proposed unit have organized.
- B. In the establishment of appropriate units:
1. Professional employees shall not be denied the right to be represented separately from non-professional employees; and
  2. Supervisory, management or confidential employees shall not be included in the same unit with non-supervisory, non-management, or non-confidential employees for purpose of meeting employees on matters with the scope of representation.

### **SEC. 2.3     OPEN PERIOD FOR FILING CHALLENGING PETITION**

Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Sec. 3 of this Article II. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with the standards in Sec. 2.2 of this Article II. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Sec. 2.8 of this Article II.

#### **SEC. 2.4      GRANTING RECOGNITION WITHOUT AN ELECTION**

If the Petition is in order, and the proof of support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization filed a challenging petition, the petitioning employee organization and the Employee Relations Officer shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy and propriety of the proof of support. If the neutral third party makes an affirmative determination, the Employee Relations Officer shall formally acknowledge the petitioning employee organization as the Exclusive Recognized Employee Organization for the designated unit.

#### **SEC. 2.5      ELECTION PROCEDURE**

Where recognition is not granted pursuant to Sec. 2.4, the Employee Relations Officer shall arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this Article II shall be included on the ballot. The ballot shall also reserve to employees the choice of "no organization", thereby allowing employees the choice of representing themselves individually in their employment relations with the City. Employees entitled to vote in such election shall be those persons employed in regular permanent positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the City in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There shall be no more than one valid election under this Resolution pursuant to any petition in a 12-month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections shall be borne in equal shares by the City and by each employee organization appearing on the ballot.

SEC. 2.6     **PROCEDURE FOR DECERTIFICATION OF EXCLUSIVELY  
RECOGNIZED EMPLOYEE ORGANIZATION**

A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

- A.     The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
- B.     The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.
- C.     An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
- D.     Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation and information required under Section 2.1, and otherwise conforms to the requirements of this Article.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Article II. If his/her determination is in the negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Sec. 2.8 of

this Article II. If the determination of the Employee Relations Officer is in the affirmative, or if his negative determination is reversed on appeal, he/she shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about thirty (30) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Sec. 2.5 of this Article II.

During the "open period" specified in the first paragraph of this Sec. 2.6, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event, any other employee organization may within fifteen (15) days of such notice file a Recognition Petition in accordance with this Sec. 2.1, which the Employee Relations Officer shall act on in accordance with this Sec. 2.6.

If, pursuant to this Sec. 2.6, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

**SEC. 2.7      PROCEDURE FOR MODIFICATION OF ESTABLISHED APPROPRIATE UNITS**

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Sec. 2.6 of this Article II. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in this Article, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Sec. 2.2 hereof. The Employee Relations Officer shall process such petitions as other Recognition Petitions under this Article II.

The Employee Relations Officer may by his own motion propose that an established unit be modified during the period specified in Sec. 2.6 of this Article II. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Sec. 2.2 of this Article II, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section 2.8 of this Article. If a unit is

modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units.

## **SEC. 2.8      APPEALS**

An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer; or an employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition, Challenging Petition, Decertification Petition, Unit Modification Petition has not been filed in compliance with the applicable provisions of this Article; or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition ---has not been filed in compliance with the applicable provisions of this Article; may, within ten (10) days of notice of the Employee Relations Officer's final decision, request to submit the matter to mediation by the State Mediation and Conciliation Service, or may, in lieu thereof or thereafter, appeal such determination to the Commission for final decision within fifteen (15) days of notice of the Employee Relations Officer's determination or the termination of mediation proceedings, whichever is later.

Appeals to the Commission shall be filed in writing with the City Clerk, and a copy thereof served on the Employee Relations Officer. The Commission shall commence to consider the matter within thirty (30) days of the filing of the appeal. The Commission may, in its discretion, refer the dispute to a non-binding third party hearing process. Any decision of the Commission on the use of such procedure, and/or any decision of the Commission determining the substance of the dispute shall be final and binding.

## **ARTICLE III -- IMPASSE PROCEDURES**

### **SEC. 3.1      INITIATION OF IMPASSE PROCEDURES**

If the meet and confer process has reached impasse as defined in Section 1.2 of this Resolution, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

- A. To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and
- B. If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

### **SEC. 3.2      IMPASSE PROCEDURES**

Impasse procedures are as follows:



- A. If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.
- B. If the parties agree to, and do participate in mediation, and if mediator is unable to effect settlement of the controversy, the employee organization may present a request to the City and the Public Employment Relations Board (PERB) to submit the impasse to fact-finding. This request by the employee organization to submit the impasse to fact-finding must be made no sooner than 30 days, but no later than 45 days, following the selection of a mediator by the parties.
- C. If the parties do not agree to participate in mediation, the employee organization may present a request to the City and PERB to submit the impasse to fact-finding no later than 30 days following the date that either party has provided the other a written notice of declaration of impasse.
- D. Within five (5) working days after PERB's determination that the request for factfinding is sufficient, a fact-finding panel of three (3) shall be appointed in the following manner: One member of the panel shall be appointed by the Employee Relations Officer, and one member shall be appointed by the Exclusively Recognized Employee Organization. PERB shall, within five (5) working days after making its determination that the request for fact-finding is sufficient, submit the names of seven persons, drawn from the list of neutral fact-finders established pursuant to Government Code section 3541.3(d). PERB shall thereafter designate one of the seven persons to serve as the chairperson unless notified by the parties within five (5) working days that they have mutually agreed upon a person to chair the panel in lieu of a chairperson selected by PERB.
- E. The following constitute the jurisdictional and procedural requirements for fact-finding:
  - (1) The panel shall, within ten (10) days after its appointment, meet with the parties or their representatives, either jointly or separately, and may make inquiries and investigations, hold hearings, and take any other steps it deems appropriate. The panel shall have subpoena power with regard to hearings, investigations and inquiries.
  - (2) Subject to the stipulations of the parties, the fact-finders shall consider, weigh and be guided by the following measures and criteria in arriving at their findings and recommendations:
    - a. State and federal laws that are applicable to the employer.
    - b. Local rules, regulations, or ordinances.
    - c. Stipulations of the parties.

- d. The interests and welfare of the public, and the financial ability of the public agency.
  - e. Comparison of the wages, hours, and conditions of employment of the employees involved in the fact-finding proceeding with the wages, hours, and conditions of employment of other employees performing similar services in comparable public agencies.
  - f. The consumer price index for goods and services, commonly known as the cost of living.
  - g. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
  - h. Any other facts not confined to those specified in paragraphs (a)-(g), inclusive, which are normally or traditionally taken into consideration in making the findings and recommendations, including, but not limited to:
    - (i.) Maintaining appropriate compensation relationships between classifications and positions within the City;
    - (ii.) Other legislatively determined and projected demands on agency resources (i.e., budgetary priorities as established by the governing body);
    - (iii.) Allowance for equitable compensation increases for other employees and employee groups for the corresponding fiscal period(s);
    - (iv.) Revenue projections not to exceed currently authorized tax and fee rates for the relevant fiscal year(s);
    - (v.) Assurance of sufficient and sound budgetary reserves; and
    - (vi.) Constitutional, statutory, and Municipal Code/ Charter limitations on the level and use of revenues and expenditures.
- (3) Within thirty (30) days after the appointment of the fact-finding panel, or, upon agreement by both parties within a longer period, the panel shall make written findings of fact and advisory recommendations for the resolution of the issues in dispute, which shall be presented in terms of the criteria and limitations specified above. Any member of a fact-finding panel shall be accorded the right to file dissenting written findings of fact and recommendations. The fact-finder or chairperson of the fact-finding panel shall serve such findings and recommendations on the Employee Relations Officer and the designated representative of the Exclusively Recognized Employee Organization before they are made available to the public.
- F. If the parties have not resolved the impasse within ten (10) days after service of the findings and recommendations upon them, the City shall make them public by submitting them to the City Clerk for consideration by the Commission in connection with the Commission's legislative consideration of the impasse.

- G. After any applicable mediation and fact-finding procedures have been exhausted, but no earlier than ten (10) days after the fact finders' written findings of fact and recommended terms of settlement have been submitted to the parties, the Commission may hold a public hearing regarding the impasse, and take such action regarding the impasse as it in its discretion deems appropriate as in the public interest, including implementation of the City's last, best and final offer. Any legislative action by the Commission on the impasse shall be final and binding.
- H. The costs for the services of the panel chairperson agreed upon by the parties shall be equally divided between the parties, and shall include per diem fees, if any, and actual and necessary travel and subsistence expenses. The per diem fees shall not exceed the per diem fees stated on the chairperson's résumé on file with PERB. The chairperson's bill showing the amount payable by the parties shall accompany his or her final report to the parties and PERB. The parties shall make payment directly to the chairperson.
- I. Any other mutually incurred costs shall be borne equally by the parties. Any separately incurred costs for the panel member selected by each party shall be borne by that party.

### **SEC. 3.3      COSTS OF IMPASSE PROCEDURES**

The cost for the services of a mediator and chairperson of a fact-finding panel utilized by the parties, and other mutually incurred costs of mediation and fact-finding, shall be borne equally by the City and Exclusively Recognized Employee Organization. The cost for a fact-finding panel member selected by each party, and other separately incurred costs, shall be borne by such party.

## **ARTICLE IV – MISCELLANEOUS PROVISIONS**

### **SEC. 4.1      LIST OF RECOGNIZED ORGANIZATIONS**

The City Clerk shall maintain a current list of recognized employee organizations. Recognition shall be effective for twelve (12) months following the date of official action by the City Council.

### **SEC. 4.2      CITY REPRESENTATIVES**

- A. In addition to his/her other duties, it shall be the duty of the City Manager or designee to meet at reasonable times and confer in good faith with representatives of recognized employee organizations regarding wages, hours, and other terms and conditions of employment.
- B. Meetings with respect to wages, hours, and employee benefits constituting a part of compensation shall commence not later than one hundred fifty (150) days prior

to the expiration of any memorandum of understanding. In the absence of a memorandum of understanding, such meetings shall commence not later than August first of the year.

#### SEC. 4.3 **REQUEST FOR MEETINGS**

If the representatives of a recognized employee organization desire to meet with the City Manager, they shall make their request in writing and specify the matters to be discussed. Upon the receipt of the request, a mutually satisfactory time and place shall be arranged for the meeting. Only those matters specified in the notice may be discussed at the meeting. Other matters may be discussed by mutual consent of all the representatives present.

#### SEC. 4.4 **MEMORANDUM OF UNDERSTANDING**

- A. If agreement is reached with respect to any matter considered at any meeting, the City Manager, with the assistance of the City Attorney, and the representatives of the recognized employee organization, shall jointly prepare a written memorandum of such understanding which shall not be binding and shall present it to the City council for determination.
- B. If agreement is not reached with respect to any matter, the representatives of the recognized employee organization may file with the City Council a written statement of the organization's position with reference to that matter. The City Manager may also file with the City Council a written statement of his/her position with reference to the matter. Before determining the issue, the City council shall fix a time and place to receive any additional pertinent information that may be orally presented to it.
- C. Before finally determining the matter, the City Council<sup>1</sup> may, if requested to do so by the recognized employee organization concerned, re-refer the matter to the City Manager for mediation. An impartial mediator acceptable to the city Manager and the recognized employee organization shall be appointed to assist the parties in arriving at a voluntary resolution of the matters in dispute through interpretation, suggestion, and advice. All mediation-proceedings shall be private. The mediator shall make no public recommendations nor take any public position concerning the issue. The fees and expenses, if any, of the mediator shall be payable one-half (1/2) by the city and one-half (1/2) by the recognized employee organization. If the dispute is not resolved as a result of mediation, it shall be re-referred to the City Council for final determination.

SEC. 4.5     **MATTERS NOT SUBJECT TO CONFERENCE**

- A.     The City Manager need not meet with the representatives of any recognized employee organization to consider:
  - 1.     Issues of public policy.
  - 2.     The merits, necessity, or organization of any department, service, or activity provided by the City pursuant to law or ordinance.
  - 3.     Matters which relate to the management of the City or the direction of its work force, including the right to direct employees, to hire, promote, transfer, assign or retain employees, or suspend, demote, discharge, or take other proper disciplinary action against employees, maintain the efficiency of the operation of the City government and take any actions necessary to meet conditions of an emergency nature.
- B.     The City Manager need not meet with the representatives of any recognized employee organization to consider the personal grievance of an individual employee or group of employees until the procedure for the resolution of grievances provided for in the Personnel Rules has been completed.

SEC. 4.6     **NOTICE OF PROPOSALS AFFECTING EMPLOYEES**

- A.     Any proposed ordinance, rule or regulation relating to wages, hours, or other terms and conditions of employment may be submitted by the Personnel Officer to the City Council at any regular meeting. Except in cases of emergency, action on the proposal shall be automatically continued until the next regular meeting of the City. The City Clerk, in the case of proposals submitted to the City Council, shall mail notice of the submission of the proposal to each recognized employee organization whose City members are affected by it. The notice shall specify the time and place at which representatives of each such recognized employee organization shall have an opportunity to be heard with reference to the proposal before action is taken by the City Council. Commission included.
- B.     In cases of emergency, when the City Council or the Personnel Commission determines that an ordinance, resolution, or rule must be acted upon immediately without prior notice to those recognized employee organizations whose members are affected by it, notice of the action taken on the ordinance, resolution, or rule shall be mailed to each such recognized employee organization. The notice shall

specify that the representatives of each such recognized employee organizations shall have an opportunity to be heard with reference to the ordinance, rule, or resolution at the next regular meeting of the City Council or Personnel Commission.

#### SEC. 4.7     **EMPLOYEE ACTIVITIES**

- A.     Not more than three (3) City employees who have been designated as the representatives of a recognized employee organization shall be allowed a reasonable amount of time off without loss of compensation or other benefits for the purpose of attending a formal meeting with the City Manager if the meeting is scheduled to be held during work hours.
- B.     No officer or employee holding a position exempt from the Civil Service System of the City shall represent any recognized employee organization in meeting and conferring with representatives of the City on any matters within the scope of representation.

#### SEC. 4.8     **RECOMMENDATION TO IMPROVE EMPLOYEE RELATIONS**

After consultation in good faith with representatives of affected recognized employee organizations, the City manager may, from time to time, recommend to the City Council the adoption of such ordinances, rules, or regulations as may be necessary or desirable to facilitate the administration of employer-employee relations.

#### SEC. 4.9     **NO CONTRACT**

The provisions of this section shall not be construed to constitute a contract between the City and any employee or any recognized employee organization.

#### SEC. 4.10    **PERSONNEL SYSTEM UNAFFECTED**

Nothing in this section shall be deemed to supersede the provisions of Division 2 of Article IV or Division 3 of this Article or of the Rules and Regulations adopted pursuant to thereto establishing and regulating the City's Personnel System.

## RESOLUTION NO. \_\_\_\_\_

**Employer-Employee Organization Relations Resolution****Be it Resolved by the West Covina City Council****ARTICLE I – GENERAL PROVISIONS**SEC. 1.1 **STATEMENT OF PURPOSE**

The purpose of this ~~section-resolution~~ is to implement Chapter 10, Division 4, Title I of the Government Code of the State, Sections 3500 et. Seq., and is intended to strengthen civil service by providing through the establishment of uniform and orderly procedures for the administration of employer-employee relations between the City and its employee organizations and for resolving disputes concerning wages~~r~~, hours, and other terms and conditions of employment. However, nothing contained herein shall be deemed to supersede the provisions of state law, ordinances, resolutions and rules which establish and regulate the civil service system, or which provide for other methods of administering employer-employee relations.

It is the purpose of this Resolution to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law. However, nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; determine staffing patterns and the number and kinds of personnel required; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; build, move or modify facilities; determine the methods of raising revenue; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work and the exercise of the foregoing powers, rights, authorities, duties, and responsibilities of the City and its adoption of reasonable policies, rules, regulations and practices in furtherance thereof shall

not be limited, except to the extent required by law or applicable agreement to which the City is a party.

## SEC. 1.2      **DEFINITIONS**

As used in this Resolution, the following terms shall have the meanings indicated:

- a. “Appropriate unit” means a unit of employee classes or positions, established pursuant to Article II hereof.
- b. “Commission” means the Human Resources Commission.
- c. “Confidential Employee” means an employee who, in the course of his or her duties, has access to confidential information relating to the City's administration of employer-employee relations.
- d. “Consult/Consultation in Good Faith” means to communicate orally or in writing with all effected recognized employee organizations for the purpose of presenting and obtaining views or advising of proposed actions in a good faith effort to reach a consensus; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of the meet and confer process, does not involve an exchange of proposals and counterproposals in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to Article IV hereof.
- e. “Council” means the City of West Covina City Council.
- f. “Day” means calendar day unless expressly stated otherwise.
- g. “City” means the City of West Covina and, where appropriate herein, refers to the City Council or any duly authorized City representative as herein defined.
- h. “Employee Relations Officer” means the City Manager or his/her duly authorized representative.
- i. “Exclusively Recognized Employee Organization” means an employee organization which has been formally acknowledged by the City as the sole employee organization representing the employees in an appropriate representation unit pursuant to Article II hereof, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.

Such recognition status may only be challenged by another employee organization as set forth in Article II section 8.

- j. “Impasse” means that the representatives of the City and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their



differences on matters to be included in a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.

- k. "Management Employee" means an employee having responsibility for formulating, administering or managing the implementation of City policies and programs.
- l. "Proof of Employee Support" means (1) an authorization card recently signed and personally dated by an employee, provided that the card has not been subsequently revoked in writing by the employee (2) a verified authorization petition or petitions recently signed and personally dated by an employee, or (3) employee dues deduction authorizations, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of such proof of support.
- m. "Supervisory Employee" means any employee having authority, in the interest of the City, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Terms not defined herein shall have the meanings as set forth in the MMBA.

## SEC. 16.32 **EMPLOYEE RIGHTS**

- A. Each City employee shall have the right to form, join, and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on all matters of employer-employee relations. Each City employee shall also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent himself/herself individually in his/her employment relations with the City.
- B. No person shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of his/her exercise of any of these rights.

## ARTICLE II – REPRESENTATION PROCEEDINGS

### SEC. ~~16.32.1~~ RECOGNITION OF EMPLOYEE ORGANIZATIONS

~~Every~~An employee organization that desires recognition shall ~~initially and annually, and not later than thirty (30) days prior to the expiration of the previous year's recognition,~~ file a Recognition Petition with the City Manager for transmission to the ~~Personnel~~Human Resources Commission. ~~a declaration signed by its authorized officers. In the absence of a prior recognition, a declaration shall be filed in July. Such declaration~~The Recognition Petition shall be signed by the authorized officers containing the following information and documentation:

- A. The name and mailing address of the employee organization.
- B. The names and titles of its officers.
- C. The names of the employee organization representatives ~~of the organization~~ who are authorized to speak on behalf of its City members.
- D. A statement that the employee organization includes City employees who are members and who have designated the organization to represent them and specifies the total number of such employees.
- E. If applicable, a designation of the job classifications or position titles of those employees in a proposed representation unit which the employee organization claims to be appropriate and the number of member employees therein.
- F. The organization shall request that the ~~Personnel~~Human Resources Commission and the City Council recognize the employee organization as the majority representative of the employees in the unit claimed to be appropriate. The Human Resources~~Personnel~~ Commission may, subject to the approval of the City Manager and the City Council, order that an independent auditor be used and compensated by the City to determine from the records of the employee organization the actual number of employees included in the proposed representation unit who are members of the employee organization. If any employee organization desiring recognition denies the independent auditor access to its records, the ~~Personnel~~Human Resources Commission shall report to the City Manager and City Council the number of members of the organization. ~~whose dues are collected by payroll deduction.~~ This number will then be considered the official membership in the employee organization until such time as the employee organization supplies the necessary information through the independent auditor.
- ~~E.G.~~ A statement that the employee organization has in its possession proof of employee support as herein defined to establish a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation

to the Human Resources Commission or to a mutually agreed upon disinterested third party.

H. A statement whether the ~~employee~~ organization is a chapter, ~~or local~~ of, or affiliated directly or indirectly in any manner with, a local, regional, state, national, or international organization, and if so, the name and address of each such affiliated organization. The statement shall also include the names of all other cities within the county in which the organization has been recognized for the purpose of representing employees of the City with respect to salaries, wages and working conditions.

I. A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, sexual orientation, mental or physical disability, medical condition or other restriction prohibited by law.

J. A ~~s~~Statement that the ~~employee~~ organization has, as one of its primary purposes, the responsibility of ~~representation~~ representing of City employees in their employment~~ment~~ relations with the City.

~~F.K.~~ Certified copies of the ~~employee~~ organization's constitution and by-laws, ~~or any other document which verify this purpose shall be included as part of the declaration.~~

~~G.L.~~ A designation of those persons, not exceeding two (2) in number, and their addresses to whom notice sent by regular United States mail will be deemed sufficient notice ~~on~~to the ~~employee~~ organization for any purpose.

M. ~~A Statement that the employee organization recognized that the provisions of Section 923 of the Labor Code are not applicable to City employees. A request that the City formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.~~

The resulting Petition (Recognition Petition), including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

#### **SEC. ~~16.42.2~~ EMPLOYEE ORGANIZATIONS – DETERMINATION OF APPROPRIATE UNIT**

A. The ~~Human Resources~~ ~~Personnel~~ Commission, after reviewing the petition filed by an employee organization seeking formal recognition as majority representative, shall determine whether the proposed unit is an appropriate unit. The principal criterion for unit~~in making this~~ determination is whatever grouping provides the broadest feasible grouping of positions that share an identifiable ~~whether there is a~~ community of interest

~~among such employees.~~ The following factors, among others, are to be considered in making such determinations:

1. Which unit will assure employees the fullest freedom in the exercise of rights set forth under this article.
2. The history of employee relations:
  - a. in the unit;
  - b. among other employees of the City; and
  - c. in similar public employment.
3. The effect of the unit on the efficient operation of the City and sound employer-employee relations.
4. The extent to which employees have common skills, working conditions, job duties or similar educational requirements.
5. The effect on the existing classification structure of dividing a single classification among two (2) or more units.
6. No unit shall be established solely on the basis of the extent to which employees in the proposed unit have organized.

B. In the establishment of appropriate units:

1. Professional employees shall not be denied the right to be represented separately from non-professional employees; and
2. Supervisory, management or confidential employees shall not be included in the same unit with non-supervisory, non-management, or non-confidential employees for purpose of meeting employees on matters with the scope of representation.

**SEC. 2.3 OPEN PERIOD FOR FILING CHALLENGING PETITION**

Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Sec. 3 of this Article II. If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with the standards in Sec. 2.2 of this Article II. The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit

determination is communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination or to appeal such determination pursuant to Sec. 2.8 of this Article II.

#### **SEC. 2.4 GRANTING RECOGNITION WITHOUT AN ELECTION**

If the Petition is in order, and the proof of support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization filed a challenging petition, the petitioning employee organization and the Employee Relations Officer shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy and propriety of the proof of support. If the neutral third party makes an affirmative determination, the Employee Relations Officer shall formally acknowledge the petitioning employee organization as the Exclusive Recognized Employee Organization for the designated unit.

#### **SEC. 2.5 ELECTION PROCEDURE**

Where recognition is not granted pursuant to Sec. 2.4, the Employee Relations Officer shall arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this Article II shall be included on the ballot. The ballot shall also reserve to employees the choice of "no organization", thereby allowing employees the choice of representing themselves individually in their employment relations with the City. Employees entitled to vote in such election shall be those persons employed in regular permanent positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the City in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There shall be no more than one valid election under this Resolution pursuant to any petition in a 12-month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections shall be borne in equal shares by the City and by each employee organization appearing on the ballot.

**SEC. 2.6      PROCEDURE FOR DECERTIFICATION OF EXCLUSIVELY  
RECOGNIZED EMPLOYEE ORGANIZATION**

A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

- A.      The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
- B.      The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.
- C.      An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
- D.      Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation and information required under Section 2.1, and otherwise conforms to the requirements of this Article.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Article II. If his/her determination is in the negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. The petitioning employees or employee organization may appeal such determination in accordance with Sec. 2.8 of this Article II. If the determination of the Employee Relations Officer is in the affirmative, or if his negative determination is reversed on appeal, he/she shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about thirty (30) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Sec. 2.5 of this Article II.

During the "open period" specified in the first paragraph of this Sec. 2.6, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event, any other employee organization may within fifteen (15) days of such notice file a Recognition Petition in accordance with this Sec. 2.1, which the Employee Relations Officer shall act on in accordance with this Sec. 2.6.

If, pursuant to this Sec. 2.6, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

#### SEC. 2.7      **PROCEDURE FOR MODIFICATION OF ESTABLISHED APPROPRIATE UNITS**

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Sec. 2.6 of this Article II. Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in this Article, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Sec. 2.2 hereof. The Employee Relations Officer shall process such petitions as other Recognition Petitions under this Article II.

The Employee Relations Officer may by his own motion propose that an established unit be modified during the period specified in Sec. 2.6 of this Article II. The Employee Relations Officer shall give written notice of the proposed modification(s) to any affected employee organization and shall hold a meeting concerning the proposed modification(s), at which time all affected employee organizations shall be heard. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Sec. 2.2 of this Article II, and shall give written notice of such determination to the affected employee organizations. The Employee Relations Officer's determination may be appealed as provided in Section 2.8 of this Article. If a unit is modified pursuant to the motion of the Employee Relations Officer hereunder, employee organizations may thereafter file Recognition Petitions seeking to become the Exclusively Recognized Employee Organization for such new appropriate unit or units.

#### SEC. 2.8      **APPEALS**

An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer; or an employee organization aggrieved by a determination of the Employee



Relations Officer that a Recognition Petition, Challenging Petition, Decertification Petition, Unit Modification Petition has not been filed in compliance with the applicable provisions of this Article; or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition ---has not been filed in compliance with the applicable provisions of this Article; may, within ten (10) days of notice of the Employee Relations Officer's final decision, request to submit the matter to mediation by the State Mediation and Conciliation Service, or may, in lieu thereof or thereafter, appeal such determination to the Commission for final decision within fifteen (15) days of notice of the Employee Relations Officer's determination or the termination of mediation proceedings, whichever is later.

Appeals to the Commission shall be filed in writing with the City Clerk, and a copy thereof served on the Employee Relations Officer. The Commission shall commence to consider the matter within thirty (30) days of the filing of the appeal. The Commission may, in its discretion, refer the dispute to a non-binding third party hearing process. Any decision of the Commission on the use of such procedure, and/or any decision of the Commission determining the substance of the dispute shall be final and binding.

### **ARTICLE III -- IMPASSE PROCEDURES**

#### **SEC. 3.1 INITIATION OF IMPASSE PROCEDURES**

If the meet and confer process has reached impasse as defined in Section 1.2 of this Resolution, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the Employee Relations Officer. The purpose of such meeting shall be:

- A. To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and
- B. If the impasse is not resolved, to discuss arrangements for the utilization of the impasse procedures provided herein.

#### **SEC. 3.2 IMPASSE PROCEDURES**

Impasse procedures are as follows:

- A. If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.
- B. If the parties agree to, and do participate in mediation, and if mediator is unable to effect settlement of the controversy, the employee organization may present a request to the City and the Public Employment Relations Board (PERB) to submit the impasse to fact-finding. This request by the employee organization to submit the impasse to fact-finding must be



made no sooner than 30 days, but no later than 45 days, following the selection of a mediator by the parties.

- C. If the parties do not agree to participate in mediation, the employee organization may present a request to the City and PERB to submit the impasse to fact-finding no later than 30 days following the date that either party has provided the other a written notice of declaration of impasse.
- D. Within five (5) working days after PERB's determination that the request for factfinding is sufficient, a fact-finding panel of three (3) shall be appointed in the following manner: One member of the panel shall be appointed by the Employee Relations Officer, and one member shall be appointed by the Exclusively Recognized Employee Organization. PERB shall, within five (5) working days after making its determination that the request for fact-finding is sufficient, submit the names of seven persons, drawn from the list of neutral fact-finders established pursuant to Government Code section 3541.3(d). PERB shall thereafter designate one of the seven persons to serve as the chairperson unless notified by the parties within five (5) working days that they have mutually agreed upon a person to chair the panel in lieu of a chairperson selected by PERB.
- E. The following constitute the jurisdictional and procedural requirements for fact-finding:
- (1) The panel shall, within ten (10) days after its appointment, meet with the parties or their representatives, either jointly or separately, and may make inquiries and investigations, hold hearings, and take any other steps it deems appropriate. The panel shall have subpoena power with regard to hearings, investigations and inquiries.
  - (2) Subject to the stipulations of the parties, the fact-finders shall consider, weigh and be guided by the following measures and criteria in arriving at their findings and recommendations:
    - a. State and federal laws that are applicable to the employer.
    - b. Local rules, regulations, or ordinances.
    - c. Stipulations of the parties.
    - d. The interests and welfare of the public, and the financial ability of the public agency.
    - e. Comparison of the wages, hours, and conditions of employment of the employees involved in the fact-finding proceeding with the wages, hours, and conditions of employment of other employees performing similar services in comparable public agencies.
    - f. The consumer price index for goods and services, commonly known as the cost of living.
    - g. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

- h. Any other facts not confined to those specified in paragraphs (a)-(g), inclusive, which are normally or traditionally taken into consideration in making the findings and recommendations, including, but not limited to:
- (i.) Maintaining appropriate compensation relationships between classifications and positions within the City;
  - (ii.) Other legislatively determined and projected demands on agency resources (i.e., budgetary priorities as established by the governing body);
  - (iii.) Allowance for equitable compensation increases for other employees and employee groups for the corresponding fiscal period(s);
  - (iv.) Revenue projections not to exceed currently authorized tax and fee rates for the relevant fiscal year(s);
  - (v.) Assurance of sufficient and sound budgetary reserves; and
  - (vi.) Constitutional, statutory, and Municipal Code/ Charter limitations on the level and use of revenues and expenditures.

(3) Within thirty (30) days after the appointment of the fact-finding panel, or, upon agreement by both parties within a longer period, the panel shall make written findings of fact and advisory recommendations for the resolution of the issues in dispute, which shall be presented in terms of the criteria and limitations specified above. Any member of a fact-finding panel shall be accorded the right to file dissenting written findings of fact and recommendations. The fact-finder or chairperson of the fact-finding panel shall serve such findings and recommendations on the Employee Relations Officer and the designated representative of the Exclusively Recognized Employee Organization before they are made available to the public.

- F. If these parties have not resolved the impasse within ten (10) days after service of the findings and recommendations upon them, the City shall make them public by submitting them to the City Clerk for consideration by the Commission in connection with the Commission's legislative consideration of the impasse.
- G. After any applicable mediation and fact-finding procedures have been exhausted, but no earlier than ten (10) days after the fact finders' written findings of fact and recommended terms of settlement have been submitted to the parties, the Commission may hold a public hearing regarding the impasse, and take such action regarding the impasse as it in its discretion deems appropriate as in the public interest, including implementation of the City's last, best and final offer. Any legislative action by the Commission on the impasse shall be final and binding.
- H. The costs for the services of the panel chairperson agreed upon by the parties shall be equally divided between the parties, and shall include per diem fees, if any, and actual and necessary travel and subsistence expenses. The per diem fees shall not exceed the per diem fees stated on the chairperson's résumé on file with PERB. The chairperson's bill showing the amount payable by the parties shall accompany his or her final report to the parties and PERB. The parties shall make payment directly to the chairperson.

- I. Any other mutually incurred costs shall be borne equally by the parties. Any separately incurred costs for the panel member selected by each party shall be borne by that party.

### SEC. 3.3 COSTS OF IMPASSE PROCEDURES

The cost for the services of a mediator and chairperson of a fact-finding panel utilized by the parties, and other mutually incurred costs of mediation and fact-finding, shall be borne equally by the City and Exclusively Recognized Employee Organization. The cost for a fact-finding panel member selected by each party, and other separately incurred costs, shall be borne by such party.

## ARTICLE IV – MISCELLANEOUS PROVISIONS

### SEC. ~~16.54.1~~ LIST OF RECOGNIZED ORGANIZATIONS

The City Clerk shall maintain a current list of recognized employee organizations. Recognition shall be effective for twelve (12) months following the date of official action by the City Council.

### SEC. ~~16.64.2~~ CITY REPRESENTATIVES

- A. In addition to his/her other duties, it shall be the duty of the City Manager or designee to meet at reasonable times and confer in good faith with representatives of recognized employee organizations regarding wages, hours, and other terms and conditions of employment.
- B. Meetings with respect to wages, hours, and employee benefits constituting a part of compensation shall commence not later than one hundred fifty (150) days prior to the expiration of any memorandum of understanding. In the absence of a memorandum of understanding, such meetings shall commence not later than August first of the year.

### SEC. ~~16.74.3~~ REQUEST FOR MEETINGS

If the representatives of a recognized employee organization desire to meet with the City Manager, they shall make their request in writing and specify the matters to be discussed. Upon the receipt of the request, a mutually satisfactory time and place shall be arranged for the meeting. Only those matters specified in the notice may be discussed at the meeting. Other matters may be discussed by mutual consent of all the representatives present.

### SEC. ~~16.84.4~~ MEMORANDUM OF UNDERSTANDING

- A. If agreement is reached with respect to any matter considered at any meeting, the City Manager, with the assistance of the City Attorney, and the representatives of the recognized employee organization, shall jointly prepare a written memorandum of such

understanding which shall not be binding and shall present it to the City council for determination.

- B. If agreement is not reached with respect to any matter, the representatives of the recognized employee organization may file with the City Council a written statement of the organization's position with reference to that matter. The City Manager may also file with the City Council a written statement of his/her position with reference to the matter. Before determining the issue, the City council shall fix a time and place to receive any additional pertinent information that may be orally presented to it.
- C. Before finally determining the matter, the City Council may, if requested to do so by the recognized employee organization concerned, re-refer the matter to the City Manager for mediation. An impartial mediator acceptable to the city Manager and the recognized employee organization shall be appointed to assist the parties in arriving at a voluntary resolution of the matters in dispute through interpretation, suggestion, and advice. All mediation-proceedings shall be private. The mediator shall make no public recommendations nor take any public position concerning the issue. The fees and expenses, if any, of the mediator shall be payable one-half (1/2) by the city and one-half (1/2) by the recognized employee organization. If the dispute is not resolved as a result of mediation, it shall be re-referred to the City Council for final determination.

SEC. ~~4.5~~~~16.9~~ **MATTERS NOT SUBJECT TO CONFERENCE**

- A. The City Manager need not meet with the representatives of any recognized employee organization to consider:
  - 1. Issues of public policy.
  - 2. The merits, necessity, or organization of any department, service, or activity provided by the City pursuant to law or ordinance.
  - 3. Matters which relate to the management of the City or the direction of its work force, including the right to direct employees, to hire, promote, transfer, assign or retain employees, or suspend, demote, discharge, or take other proper disciplinary action against employees, maintain the efficiency of the operation of the City government and take any actions necessary to meet conditions of an emergency nature.
- B. The City Manager need not meet with the representatives of any recognized employee organization to consider the personal grievance of an individual employee or group of

employees until the procedure for the resolution of grievances provided for in the Personnel Rules has been completed.

SEC. ~~16.104~~16.4.6

**NOTICE OF PROPOSALS AFFECTING EMPLOYEES**

- A. Any proposed ordinance, rule or regulation relating to wages, hours, or other terms and conditions of employment may be submitted by the Personnel Officer to the City Council at any regular meeting. Except in cases of emergency, action on the proposal shall be automatically continued until the next regular meeting of the City. The City Clerk, in the case of proposals submitted to the City Council, shall mail notice of the submission of the proposal to each recognized employee organization whose City members are affected by it. The notice shall specify the time and place at which representatives of each such recognized employee organization shall have an opportunity to be heard with reference to the proposal before action is taken by the City Council. Commission included.
- B. In cases of emergency, when the City Council or the Personnel Commission determines that an ordinance, resolution, or rule must be acted upon immediately without prior notice to those recognized employee organizations whose members are affected by it, notice of the action taken on the ordinance, resolution, or rule shall be mailed to each such recognized employee organization. The notice shall specify that the representatives of each such recognized employee organizations shall have an opportunity to be heard with reference to the ordinance, rule, or resolution at the next regular meeting of the City Council or Personnel Commission.

SEC. ~~16.114~~16.4.7

**EMPLOYEE ACTIVITIES**

- A. Not more than three (3) City employees who have been designated as the representatives of a recognized employee organization shall be allowed a reasonable amount of time off without loss of compensation or other benefits for the purpose of attending a formal meeting with the City Manager if the meeting is scheduled to be held during work hours.
- B. No officer or employee holding a position exempt from the Civil Service System of the City shall represent any recognized employee organization in meeting and conferring with representatives of the City on any matters within the scope of representation.

SEC. ~~16.124~~16.4.8

**RECOMMENDATION TO IMPROVE EMPLOYEE RELATIONS**

After consultation in good faith with representatives of affected recognized employee organizations, the City manager may, from time to time, recommend to the City Council the

adoption of such ordinances, rules, or regulations as may be necessary or desirable to facilitate the administration of employer-employee relations.

SEC. ~~16.134.9~~ 16.144.10      **NO CONTRACT**

The provisions of this section shall not be construed to constitute a contract between the City and any employee or any recognized employee organization.

SEC. ~~16.144.10~~ 16.144.10      **PERSONNEL SYSTEM UNAFFECTED**

Nothing in this section shall be deemed to supersede the provisions of Division 2 of Article IV or Division 3 of this Article or of the Rules and Regulations adopted pursuant to thereto establishing and regulating the City's Personnel System.



## AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

**DATE:** September 5, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: CONSIDERATION OF NEW JOB CLASSIFICATIONS AND SPECIFICATIONS FOR  
LANDSCAPE MAINTENANCE LEAD-WORKER AND MAINTENANCE SUPERVISOR**

---

### RECOMMENDATION:

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

**RESOLUTION NO. 2023-74 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF THE LANDSCAPE MAINTENANCE LEAD-WORKER CLASSIFICATION; AND**

**RESOLUTION NO. 2023-75 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF THE MAINTENANCE SUPERVISOR CLASSIFICATION**

### BACKGROUND:

As part of the City's ongoing process of maintaining its position classification plan, the Human Resources Department, as needed, reviews class specifications to ensure that our position specifications reflect the City's current structure and are in alignment with current standards, requirements, and qualifications. This review further ensures that required skills, knowledge and abilities, and essential functions of each classification are in alignment with current demands and comparable with similar classifications within the public sector labor market.

### DISCUSSION:

The Public Services Department has identified a need to have a Maintenance Lead-Worker that is specific to landscaping activities and a general Maintenance Supervisor that may work in any division. Currently, the Maintenance Lead-Worker position has requirements and duties that align better with street and sewer activities. Conversely, the Street Maintenance Supervisor is specific to street activities.

Thus, staff has prepared new job classification specifications for a Landscape Maintenance Lead-Worker (Attachment No. 1) and a Maintenance Supervisor (Attachment No. 3). These descriptions were based on the existing Maintenance Lead-Worker and Street Maintenance Supervisor job descriptions. The changes from these positions are included as Attachment No. 2 and 4 for reference. The new job classification specifications meet the current industry standards regarding minimum qualifications, duties, responsibilities, and expectations.

The Human Resources Commission reviewed and approved the new job descriptions during their regular meeting on August 9, 2023. Additionally, each applicable bargaining unit has been granted the opportunity to review and provide comments.

**LEGAL REVIEW:**

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

**Prepared by:** Stephanie Sikkema, Acting Human Resources & Risk Management Director

---

**Fiscal Impact**

**FISCAL IMPACT:**

The proposed new positions would replace existing positions within the same pay ranges, therefore; there is no fiscal impact associated with this action.

---

**Attachments**

Attachment No. 1 - Resolution No. 2023-74

Attachment No. 2 - Landscape Maintenance Lead-Worker Redlined

Attachment No. 3 - Resolution No. 2023-75

Attachment No. 4 - Maintenance Supervisor Redlined

**CITY COUNCIL GOALS & OBJECTIVES:** A Well-Planned Community  
Maintain Good Intergovernmental Relations  
Enhance City Image and Effectiveness



RESOLUTION NO. 2023-74

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF WEST COVINA, CALIFORNIA, APPROVING THE  
ESTABLISHMENT OF THE LANDSCAPE MAINTENANCE  
LEAD-WORKER CLASSIFICATION**

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

**WHEREAS**, the Human Resources Department, as needed, reviews class specifications and/or pay grades to ensure position specifications and compensation are in alignment with current demands and comparable with similar classifications within the public sector labor market; and

**WHEREAS**, the Human Resources Department is recommending establishing a Landscape Maintenance Lead-Worker classification, which will better position the City to meet current and future needs; and

**WHEREAS**, on August 9, 2023, the Human Resources Commission reviewed and approved the proposed specifications for the new Landscape Maintenance Lead-Worker classification, attached hereto as Exhibit A and incorporated herein; and

**WHEREAS**, the City Council desires to approve the establishment of the Landscape Maintenance Lead-Worker classification; and

**WHEREAS**, the City Council also desires to approve the salary grade and class specifications for the Landscape Maintenance Lead-Worker classification.

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

**SECTION 1.** The City Council hereby approves the establishment of the Landscape Maintenance Lead-Worker classification with the specifications attached hereto as Exhibit A.

**SECTION 2.** The City Council hereby approves the following salary grade for the new Landscape Maintenance Lead-Worker classification:

CLASSIFICATION	MONTHLY PAY RANGE				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Landscape Maintenance Lead-Worker	\$4,573	\$4,802	\$5,041	\$5,293	\$5,558

**SECTION 3.** The Full-Time Salary Schedule shall be amended to reflect the addition of the Landscape Maintenance Lead-Worker Classification as set forth herein.

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

**APPROVED AND ADOPTED** this 5th day of September, 2023.

---

Rosario Diaz  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

---

Thomas P. Duarte  
City Attorney

---

Lisa Sherrick  
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2023-74 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 5th day of September, 2023, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Lisa Sherrick  
Assistant City Clerk

**EXHIBIT A**

**CLASS SPECIFICATIONS  
LANDSCAPE MAINTENANCE LEAD-WORKER**

**CITY OF WEST COVINA  
CLASSIFICATION SPECIFICATION**

**Class Title:** Landscape Maintenance Lead-Worker  
**Bargaining Unit:** Maintenance & Crafts  
**Class Code:** LMAINT LDWKR  
**Salary Grade:** MTXXX  
**Salary:** \$54,876.00 - \$66,696.00 Annually  
**FLSA:** NON-EXEMPT  
**Date Updated:** August 8, 2023

**DESCRIPTION:**

**Job Summary:**

Under general supervision, performs skilled manual labor in the maintenance and repair of parks, green spaces, and public facilities; leads the work of a crew engaged in such work; performs related duties as required.

**EXAMPLES OF DUTIES:**

**Essential Functions:**

**Depending upon area of assignment:**

- Participates and leads the work of a crew engaged in maintaining and repairing sprinkler systems; locating and repairing control lines such as hydraulic and electric, restroom fixtures, and drinking fountains.
- Participates and leads in the work of a crew engaged in mowing and maintaining of parks; trimming and pruning trees and shrubs using power tools and hydraulic lift; operating gang mower, stump grinder, and brush chipper.
- Maintains turf, trees, shrubs and flower beds by mowing, edging, weeding, fertilizing, irrigating and renovating. Assists in related grounds maintenance work.
- Sweeps and cleans recreation areas and facilities. Erects bleachers and stands as directed.
- Assists in planting, cultivating, weeding, pruning, and irrigating new trees, shrubs, flower beds, turf areas, and cares for indoor plants.
- Digs ditches, trenches, and holes. Performs daily inspection of play equipment to assure safe operation.
- Follows standard operating procedures to operate pick-up trucks, mowers, edgers, blowers, chainsaws, hedge trimmers, spreaders, sprayers, and turf vacuums.
- Prepares ballfields for sporting events.
- Performs pick-and-shovel work on landscaped areas and walkways. Loads and unloads dirt, brick dust, mulch, soil amendment and tools and equipment.

- Picks up rubbish and litter; cleans walkways, driveways, parking areas, and drainage facilities; keeps restrooms, play equipment, and picnic and recreation facilities clean and orderly.
- Acts as lead worker in the preparation, planting and maintenance of lawns, shrubs, flowers, trees and other ground covers, including the oversight of pruning, fertilizing, watering, weeding, transplanting and the controlling of pests.
- May apply pesticides when needed. Orders supplies and equipment.
- Reviews and evaluates employees' job performance and recommends personnel action. Trains subordinates in gardening skills.
- May operate equipment such as rear-loading integrated waste trucks, and backhoes that do not require a Class A license.
- Drives automobiles, pick-up trucks or other light vehicles to City buildings and facilities in carrying out the duties of their position.
- Ensures the Department services are provided with the highest customer service and ethical standards.
- Assumes responsibility for ensuring the duties of the position are performed in a safe, efficient manner.
- Plants, waters, and maintain ornamental plants, shrubs, hedges, and flowers. Removes litter and weeds from grounds, paths, playground areas and walkways. Performs custodial maintenance of restrooms and community building facilities.
- Performs other related duties as assigned or as the situation requires.

**Common assignments:**

- May operate equipment in the absence or unavailability of an operator; performs routine maintenance and repair on equipment.
- Makes specific work assignments to crew members and assists in the preparation of performance evaluations; prepares and submits records and reports concerning work performance and materials used.
- Ensures work of crew is performed in a safe and efficient manner; trains subordinates in semi-skilled operations and work methods.
- Answers emergency calls from the public and other agencies taking appropriate action such as placing barricades, removing fallen trees and limbs, replacing street signs and emergency patching of streets or flood control facilities.

**TYPICAL QUALIFICATIONS:**

**Required Knowledge and Ability:**

- Apply applicable safety rules, practices and procedures.
- Effectively supervise subordinates.
- Provide clear work instructions.
- Follow directions and carry out assignments in a thorough and efficient manner.
- Foster a teamwork environment.
- Load and unload heavy supplies and / or equipment from a truck or other elevated surfaces.

- Move debris, dirt or other material from one place to another.
- Use hand tools such as pick, cultivator, shovel, spade, rake or similar tools and power-driven equipment such as hedge trimmers, weed eaters, and blowers.
- Work cooperatively with other City employees and the general public.
- Read, write, communicate effectively, and comprehend directions.
- Review and evaluate employees' job performance.
- Work effectively without close supervision.
- Model and practice the highest standards of ethical conduct.
- Prepare work records and routine reports.
- Work safely and efficiently.

**Experience:**

Two years of experience as a Maintenance Worker II or higher.

**License:**

A valid Class C California driver's license, and a satisfactory driving record. Some assignment may require a Pest Control Operators License. If required, employee will be given written notice with an agreed upon time frame to obtain.

**Physical Requirements:**

Incumbents must be able to perform heavy manual work associated with maintenance work which includes lifting objects weighing more than 50 pounds; moderate exposure to dust, temperature, noise and inclement weather; occasional exposure to hazardous work conditions; and some exposure to irritating fumes.

**SUPPLEMENTAL INFORMATION:**

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

## CITY OF WEST COVINA CLASSIFICATION SPECIFICATION

**Class Title:** [Landscape](#) Maintenance Lead-Worker  
**Bargaining Unit:** Maintenance & Crafts  
**Class Code:** [L](#)MAINT LDW[R](#)KR  
**Salary Grade:** ~~MT100~~[MTXXX](#)  
**Salary:** \$54,876.00 - \$66,696.00 Annually  
**FLSA:** NON-EXEMPT  
**Date Updated:** ~~Jul 28, 2015~~[August 8, 2023](#)

### DESCRIPTION:

#### Job Summary:

Under general supervision, performs skilled manual labor in the maintenance and repair of ~~public works including streets, sewers, water systems~~[parks, green spaces](#), and public facilities; leads the work of a crew engaged in such work; performs related duties as required.

### EXAMPLES OF DUTIES:

#### Essential Functions:

#### Depending upon area of assignment:

- ~~• Participates and leads the work of a crew engaged in the maintenance and repair of the city's water system, reading meters and maintaining the city pool.~~
- Participates and leads the work of a crew engaged in maintaining and repairing sprinkler systems; locating and repairing control lines such as hydraulic and electric, restroom fixtures, and drinking fountains.
- Participates and leads in the work of a crew engaged in mowing and maintaining of parks; trimming and pruning trees and shrubs using power tools and hydraulic lift; operating gang mower, stump grinder, and brush chipper.
- [Maintains turf, trees, shrubs and flower beds by mowing, edging, weeding, fertilizing, irrigating and renovating. Assists in related grounds maintenance work.](#)
- [Sweeps and cleans recreation areas and facilities. Erects bleachers and stands as directed.](#)
- [Assists in planting, cultivating, weeding, pruning, and irrigating new trees, shrubs, flower beds, turf areas, and cares for indoor plants.](#)
- [Digs ditches, trenches, and holes. Performs daily inspection of play equipment to assure safe operation.](#)
- [Follows standard operating procedures to operate pick-up trucks, mowers, edgers, blowers, chainsaws, hedge trimmers, spreaders, sprayers, and turf vacuums.](#)

- Prepares ballfields for sporting events.
- Performs pick-and-shovel work on landscaped areas and walkways. Loads and unloads dirt, brick dust, mulch, soil amendment and tools and equipment.
- Picks up rubbish and litter; cleans walkways, driveways, parking areas, and drainage facilities; keeps restrooms, play equipment, and picnic and recreation facilities clean and orderly.
- Acts as lead worker in the preparation, planting and maintenance of lawns, shrubs, flowers, trees and other ground covers, including the oversight of pruning, fertilizing, watering, weeding, transplanting and the controlling of pests.
- May apply pesticides when needed. Orders supplies and equipment.
- Reviews and evaluates employees' job performance and recommends personnel action. Trains subordinates in gardening skills.
- May operate equipment such as rear-loading integrated waste trucks, and backhoes that do not require a Class A license.
- Drives automobiles, pick-up trucks or other light vehicles to City buildings and facilities in carrying out the duties of their position.
- Ensures the Department services are provided with the highest customer service and ethical standards.
- Assumes responsibility for ensuring the duties of the position are performed in a safe, efficient manner.
- Plants, waters, and maintain ornamental plants, shrubs, hedges, and flowers. Removes litter and weeds from grounds, paths, playground areas and walkways. Performs custodial maintenance of restrooms and community building facilities.
- Performs other related duties as assigned or as the situation requires.

**Common assignments** ~~in all assignments:~~

- May operate ~~light and heavy~~ equipment in the absence or unavailability of an operator; performs routine maintenance and repair on equipment.
- Makes specific work assignments to crew members and assists in the preparation of performance evaluations; prepares and submits records and reports concerning work performance and materials used.
- Ensures work of crew is performed in a safe and efficient manner; trains subordinates in semi-skilled operations and work methods.
- Answers emergency calls from the public and other agencies taking appropriate action such as placing barricades, removing fallen trees and limbs, replacing street signs and emergency patching of streets or flood control facilities.

**TYPICAL QUALIFICATIONS:**

**Required Knowledge and Ability:**

- ~~Considerable knowledge of equipment operation, techniques, and methods used in the area of specialization; lead supervision and training techniques. Ability to lead the work of others engaged in the area of specialization; operate equipment used in work performed; read and interpret blueprints, work sketches~~



~~and specialized maps; prepare work records and routine reports; establish and maintain cooperative working relationships; understand and follow verbal and written directions; work safely and efficiently; perform journey level skilled tasks in the area of specialization.~~ Apply applicable safety rules, practices and procedures.

- Effectively supervise subordinates.
- Provide clear work instructions.
- Follow directions and carry out assignments in a thorough and efficient manner.
- Foster a teamwork environment.
- Load and unload heavy supplies and / or equipment from a truck or other elevated surfaces.
- Move debris, dirt or other material from one place to another.
- Use hand tools such as pick, cultivator, shovel, spade, rake or similar tools and power-driven equipment such as hedge trimmers, weed eaters, and blowers.
- Work cooperatively with other City employees and the general public.
- Read, write, communicate effectively, and comprehend directions.
- Review and evaluate employees' job performance.
- Work effectively without close supervision.
- Model and practice the highest standards of ethical conduct.
- Prepare work records and routine reports.
- Work safely and efficiently.

**Experience:**

Two years of experience as a Maintenance Worker II or higher.

**License:**

A valid ~~Class A and~~ Class C California driver's license, and a satisfactory driving record. Some assignment may require a Pest Control Operators License. If required, employee will be given written notice with an agreed upon time frame to obtain.

**Physical Requirements:**

Incumbents must be able to perform heavy manual work associated with maintenance work which includes lifting objects weighing more than 50 pounds; moderate exposure to dust, temperature, noise and inclement weather; occasional exposure to hazardous work conditions; and some exposure to irritating fumes.

**SUPPLEMENTAL INFORMATION:**

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

RESOLUTION NO. 2023-75

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF THE MAINTENANCE SUPERVISOR CLASSIFICATION**

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

**WHEREAS**, the Human Resources Department, as needed, reviews class specifications and/or pay grades to ensure position specifications and compensation are in alignment with current demands and comparable with similar classifications within the public sector labor market; and

**WHEREAS**, the Human Resources Department is recommending establishing a Maintenance Supervisor classification, which will better position the City to meet current and future needs; and

**WHEREAS**, on August 9, 2023, the Human Resources Commission reviewed and approved the proposed specifications for the new Maintenance Supervisor classification, attached hereto as Exhibit A and incorporated herein; and

**WHEREAS**, the City Council desires to approve the establishment of the Maintenance Supervisor classification; and

**WHEREAS**, the City Council also desires to approve the salary grade and class specifications for the Maintenance Supervisor classification.

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

**SECTION 1.** The City Council hereby approves the establishment of the Maintenance Supervisor classification with the specifications attached hereto as Exhibit A.

**SECTION 2.** The City Council hereby approves the following salary grade for the new Maintenance Supervisor classification:

CLASSIFICATION	MONTHLY PAY RANGE				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Maintenance Supervisor	\$5,825				\$7,865

**SECTION 3.** The Full-Time Salary Schedule shall be amended to reflect the addition of the Maintenance Supervisor classification as set forth herein.

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

**APPROVED AND ADOPTED** this 5th day of September, 2023.

---

Rosario Diaz  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

---

Thomas P. Duarte  
City Attorney

---

Lisa Sherrick  
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2023-75 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 5th day of September, 2023, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Lisa Sherrick  
Assistant City Clerk

**EXHIBIT A**

**CLASS SPECIFICATIONS  
MAINTENANCE SUPERVISOR**

## **CITY OF WEST COVINA CLASSIFICATION SPECIFICATION**

**Class Title:** Maintenance Supervisor  
**Bargaining Unit:** Mid-Management  
**Class Code:** MAINT SUP  
**Salary Grade:** MMXXX  
**Salary:** \$69,900.00 - \$94,380.00 Annually  
**FLSA:** EXEMPT  
**Date Updated:** August 9, 2023

### **DESCRIPTION:**

#### **Job Summary:**

Under administrative direction of the Superintendent, supervises the day-to-day operation of the City's maintenance programs; participates in the planning and coordination of maintenance projects; and does related work as required, including streets, sewers, and public facilities.

### **EXAMPLES OF DUTIES:**

#### **Essential Functions:**

- Assists in the overall planning and organizing of all City work projects.
- Relates projects to crews and gives directions on equipment, procedures, staff utilization, and scheduling.
- Reports to work sites and participates with lead worker in inspecting the site, assigning specific duties to personnel, directing the positioning of equipment, checking materials, and initiating work activities.
- Periodically reviews crew work activities and inspects completed projects.
- Addresses and resolves work problems either independently or in conjunction with the lead workers or Superintendent.
- Confers with the Superintendent on projects and keeps the Superintendent advised on work progress.
- Enforces City rules regarding employee conduct and safety practices; may participate in the selection process for new employees, employee performance evaluation, administration of performance improvement plans, and other personnel processes.
- Coordinates work of crews supervised with other maintenance crews and City departments.
- Drafts requisitions for supplies, tools, materials, and equipment.
- Assists in preparation of the budget through providing information and advice on needed staffing, equipment, supplies, and materials.
- Directs the reassignment or transfer of personnel and equipment in response to emergency situation or as directed by the Superintendent.

- Responds to Superintendent on public inquiries on work projects.
- Maintains records and submits oral or written reports on projects.
- Performs other related duties as assigned or as the situation requires.

## **TYPICAL QUALIFICATIONS:**

### **Required Knowledge:**

Knowledge of: Principles of supervision and safety precautions, tools, materials, methods, and procedures employed in street, sewer and public facility maintenance work.

### **Experience and Training Guidelines:**

Qualifying for consideration in the selection process will be based on the description listed above under Knowledge and Abilities, and a combination of the Experience and Education requirements described below.

### **Experience:**

Three years, experience in street, sewer or public facility maintenance and repair work, including two years in a lead or supervisory capacity.

### **Education:**

College coursework in engineering, public administration or a related field is desirable.

### **Physical Requirements:**

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

### **Other / Special Requirements:**

### **Licenses/Certificates:**

A valid Class C California Driver's License with a satisfactory driving record is required. A valid Class A Driver's License endorsement is highly desirable.

## **SUPPLEMENTAL INFORMATION:**

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

## CITY OF WEST COVINA CLASSIFICATION SPECIFICATION

**Class Title:** ~~Street~~ Maintenance Supervisor  
**Bargaining Unit:** Mid-Management  
**Class Code:** ~~ST~~ MAINT SUP  
**Salary Grade:** ~~MM345~~ MMXXX  
**Salary:** \$69,900.00 - \$94,380.00 Annually  
**FLSA:** EXEMPT  
**Date Updated:** ~~Jul 23, 2015~~ [August 9, 2023](#)

### DESCRIPTION:

#### Job Summary:

Under administrative direction of the Superintendent ~~of Maintenance operations~~, supervises the day-to-day operation of the City's ~~street~~ maintenance programs; participates in the planning and coordination of ~~street~~ maintenance projects; and does related work as required, [including streets, sewers, and public facilities](#).

### EXAMPLES OF DUTIES:

#### Essential Functions:

- Assists in the overall planning and organizing of [all City](#) work projects.
- Relates projects to crews and gives directions on equipment, procedures, staff utilization, and scheduling.
- Reports to work sites and participates with lead worker in inspecting the site, assigning specific duties to personnel, directing the positioning of equipment, checking materials, and initiating work activities.
- Periodically reviews crew work activities and inspects completed projects.
- Addresses and resolves work problems either independently or in conjunction with the lead workers [s](#) or Superintendent.
- Confers with the Superintendent on projects and keeps the Superintendent advised on work progress.
- Enforces City rules regarding employee conduct and safety practices; may participate in the selection process for new employees, employee performance evaluation, administration of performance improvement plans, and other personnel processes.
- Coordinates work of crews supervised with other maintenance crews and City departments.
- Drafts requisitions for supplies, tools, materials, and equipment.
- Assists in preparation of the budget through providing information and advice on needed staffing, equipment, supplies, and materials.
- Directs the reassignment or transfer of personnel and equipment in response to emergency situation or as directed by the Superintendent.



- Responds to [Superintendent on](#) public inquiries on work projects.
- [Maintains records and submits oral or written reports on projects.](#)
- [Performs other related duties as assigned or as the situation requires.](#)

## **TYPICAL QUALIFICATIONS:**

### **Required Knowledge:**

Knowledge of: ~~Tools, materials, methods, and procedures employed in street maintenance work; and p~~Principles of supervision and safety precautions, [tools, materials, methods, and procedures employed in street, sewer and public facility maintenance work.](#)~~observed in street maintenance and repair work.~~

### **Experience and Training Guidelines:**

Qualifying for consideration in the selection process will be based on the description listed above under Knowledge and Abilities, and a combination of the Experience and Education requirements described below.

### **Experience:**

~~Four~~[Three](#) years, experience in street, [sewer or public facility](#) maintenance and repair work, including two years in a lead or supervisory capacity.

### **Education:**

College coursework in engineering, public administration or a related field is desirable.

### **Physical Requirements:**

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

### **Other / Special Requirements:**

### **Licenses/Certificates:**

A valid Class C California Driver's License with a satisfactory driving record is required.  
[A valid Class A Driver's License endorsement is highly desirable.](#)

## **SUPPLEMENTAL INFORMATION:**

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to

qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



## AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

**DATE:** September 5, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: CONSIDERATION OF INCREASING THE HOURLY PAY RATE FOR THE PART-TIME POLICE CADET POSITION AND THE AUXILIARY SAFETY RESERVE OFFICER POSITIONS.**

### RECOMMENDATION:

Staff recommends that the City Council adopt the following resolution:

**RESOLUTION NO. 2023-63 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING THE LIMITED SERVICE COMPENSATION SCHEDULE AND REPEALING RESOLUTION NO. 2022-128**

### BACKGROUND:

The Police Cadet program is a trainee program designed for career development into the law enforcement field. The Police Cadet is under immediate to general supervision, and performs non-hazardous duties throughout the Police Department to include general parking enforcement, writing traffic collision reports, assisting with the filing of cases, answering telephone calls from the general public, performing clerical assignments and other important duties. The Police Cadet program is very beneficial as a means of providing first-hand experience and insight to high school and college students into the operations of the Police Department. The program also affords these highly motivated young people an opportunity to consider a law enforcement career at the Department. The Police Cadet program has been an exceptional means of recruiting top police recruit candidates from our own community.

The West Covina Police Department Police Cadet program is currently experiencing staffing shortages, with seven vacancies. The Department has been actively recruiting to fill these vacancies; however, few are applying for the positions. Many qualified candidates contacted by our Recruitment Team have tested with other surrounding agencies which offer higher hourly base rates.

The Police Department is currently allotted twelve Police Cadet positions. Currently, only two of those positions are filled. Several recruitments have been conducted which has resulted in little interest from candidates. The current hourly pay range for Police Cadet is:

Position Title	Step 1	Step 2	Step 3
Police Cadet	\$15.50	\$15.89	\$16.29

## DISCUSSION:

### Police Cadet

Staff surveyed comparable similar classifications in the Los Angeles area as well as similar classifications in cities surrounding the City of West Covina. This survey included the following cities: Baldwin Park, Burbank, Covina, Downey, El Monte, Glendale, Huntington Park, Inglewood, Montclair, Monterey Park, Ontario, Orange, Pasadena, and Covina. Most cities in the Los Angeles area as well as surrounding cities have a higher hourly base rate. As a result of this study, staff is recommending an increase in the Police Cadet hourly base rate.

The comparative Los Angeles area agencies and surrounding agency pay rates for Police Cadet is between \$14.06 and \$22.43 per hour. The disparity in compensation has made it difficult for the Police Department to hire qualified Police Cadets who frequently develop into highly qualified Police Officer candidates or other full-time employees within the Department.

The proposed salary grade for the Police Cadet position is as follows:

Position Title	Step 1	Step 2	Step 3
Police Cadet	\$17.00	\$17.85	\$18.74

### Auxiliary Reserve Positions

An increase in the Police Cadet Pay hourly rate causes compaction in the Reserve Officer Pay rate, which would result in Cadets having a higher base pay rate than a Reserve Police Officer. Therefore, it is also recommended to increase the base pay rate of the Reserve Police Officer.

The West Covina Police Department Reserve Police Officer Program has a long and rich tradition within our Department, and the community of West Covina as a whole. Our reserve officers work patrol officer duties, respond to assist with major incidents, transport prisoners, and assist our City Council with security at regular meetings and community events. Our reserve manager (Commander), handles all the same duties, and handles all recruitment and background investigations for prospective reserve officer candidates. The manager is also tasked with managing the overall scheduling for City events involving reserve officers, and is tasked with budget items related to reserve officer functions. Our reserve officers are successful members within their own chosen fields outside of law enforcement, and possess a passion for helping others in our community. Many of them were raised in the San Gabriel Valley, and have long-standing ties within our City that provide a valuable network of resources.

Our reserve officers offer significant cost savings to our Department, given that a normal police officer on overtime can cost upwards of \$80.00 per hour. City functions requiring police presence occur very frequently, and often need supplemental traffic control, foot patrols, and routine patrols in a police car to provide force presence amongst the public. During all of these events, officers have the opportunity to interact with our community members while making a positive impact by promoting public safety and a community-based policing approach. If reserve officers are not utilized, then officers on an overtime status are used, which results in a cost of nearly double the amount.

While staff is proposing to increase Reserve Officer pay to a more competitive rate, it will still remain at a reasonable amount when compared with neighboring cities, and also serve as a better recruitment and retention item. While our reserve officers are generally not looking for compensation, the costs of doing police business do not go away. Items such as supplemental police equipment, outside training/conferences, gasoline for commuting, and meals for daily nutrition needs come at their own expense while working as a police officer. Having a standardized pay scale for our reserve officers will give more incentive to contribute back to the community on a consistent basis, and show that our organization values their time and contributions to our Department.

The Police Department has four Reserve Police Officer positions. The Department intends to increase the number of Reserve Police Officer positions to supplement the needs of the Department as well as provide a cost-savings by utilizing Reserve Police Officers in place of full-time Officers for certain details. Several recruitments have been conducted which have resulted in little interest from candidates. The current hourly pay range for Reserve Police Officer is:

<b>Position Title</b>	<b>Step 3</b>
Reserve Officer	\$17.15
PD Sergeant Level I Reserve	\$18.88
PD Lieutenant Level I Reserve	\$20.76
PD Commander Level I Reserve	\$31.93

Staff surveyed comparable similar classifications in the Los Angeles area as well as similar classifications in cities surrounding the City of West Covina. This survey included the following cities: Arcadia, Irwindale, La Verne, Montclair, and Pasadena. Based on the survey, the comparative Los Angeles area agencies and surrounding agency pay rates for Reserve Police Officer is between \$28.79 and \$47.18 per hour. The disparity in compensation has made it difficult for the Police Department to hire qualified Reserve Police Officers. The proposed salary grade for the Reserve Police Officer position is as follows:

<b>Position Title</b>	<b>Step 3</b>
Police Officer Reserve Level III	\$25.00
Police Officer Reserve Level II	\$32.00
Police Officer Reserve Level I	\$40.00
PD Sergeant Level I Reserve	\$41.60
PD Lieutenant Level I Reserve	\$43.26
PD Commander Level I Reserve	\$45.00

#### **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:** Tony Cortina, Acting Police Chief

---

### Fiscal Impact

#### FISCAL IMPACT:

The Police Cadet pay is proposed to increase by 15% and the Auxiliary Safety Reserves positions are proposed to increase by an average of 86%. Due to the volatility in turnover and varying schedules of these positions, the budget tends to be higher than actuals. Thus, even with the increased rates, the base salaries for these positions are estimated to be under budget for FY2023-24. The table below shows the fiscal impact of the rate increases at Step III for each classification.

Classification (Step III)	Current	Proposed	% Increase	Last year Actual	FY2023-24 Estimate	FY2023-24 Budget	(Over)/Under Budget
Police Cadet	\$16.29	\$18.74	15.0%	\$50,000	\$57,520	\$77,742	\$20,222
Reserve Officer (Police Officer Reserve Level III)	\$17.15	\$25.00	45.8%	\$16,900	\$31,418	\$104,206	\$72,788
Police Officer Reserve Level II	N/A	\$32.00	100.0%				
Police Officer Reserve Level I	N/A	\$40.00	100.0%				
PD Sergeant Level I Reserve	\$18.88	\$41.60	120.3%				
PD Lieutenant Level I Reserve	\$20.76	\$43.26	108.4%				
PD Commander Level I Reserve	\$31.93	\$45.00	40.9%				

---

### Attachments

Attachment No. 1 - Resolution No. 2023-63

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety

**RESOLUTION NO. 2023-63**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING THE LIMITED SERVICE COMPENSATION SCHEDULE AND REPEALING RESOLUTION NO. 2022-128**

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

**WHEREAS**, on December 20, 2022, the City Council adopted Resolution No. 2022-128, adjusting the hourly pay rates of classifications within the Limited Service Compensation Schedule; and

**WHEREAS**, City staff, as needed, reviews pay grades to ensure compensation for City positions is comparable to similar classifications in surrounding cities; and

**WHEREAS**, the Police Department has recommended increases to the hourly pay ranges for the Police Cadet and Auxiliary Safety Reserves classifications to provide hourly pay rates more comparable to those of surrounding cities; and

**WHEREAS**, the City Council desires to amend the Limited Service Compensation Schedule to increase the hourly pay ranges for the Police Cadet and Auxiliary Safety Reserves classifications.

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

**SECTION 1.** Resolution Number 2022-128 is hereby repealed.

**SECTION 2.** The Limited Service Compensation Schedule is hereby amended as set forth in Exhibit A.

**SECTION 3.** The effective date of the limited service hourly rate adjustment for the Police Cadet and Auxiliary Safety Reserves classifications will be effective the first available full payroll period following approval of this resolution.

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

**APPROVED AND ADOPTED** this 5th day of September, 2023.

---

Rosario Diaz  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

---

Thomas P. Duarte  
City Attorney

---

Lisa Sherrick  
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2023-63 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 5th day of September, 2023, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Lisa Sherrick  
Assistant City Clerk



**EXHIBIT A**  
**LIMITED SERVICE COMPENSATION SCHEDULE**

**CITY OF WEST COVINA**  
**LIMITED SERVICE COMPENSATION SCHEDULE**  
**Effective first full pay period following September 5, 2023**

CLASSIFICATION	PAY RANGE	HOURLY BASE RATE		
		STEP 1	STEP 2	STEP 3
Assistant Cook	PT 064	\$16.93	\$17.78	\$18.67
Cable TV Production Assistant	PT 166	\$15.50	\$15.89	\$16.29
Crossing Guard	PT 135	\$15.50		\$16.29
Day Care Director	PT 167	\$19.24	\$20.20	\$21.21
Day Care Teacher	PT 178	\$15.66	\$16.42	\$17.24
Food Services Worker	PT 185	\$15.50		\$16.29
Intern	PT 110	\$15.50		\$20.00
Maintenance Assistant	PT 130	\$15.50		\$16.29
Office Aide I	PT 155	\$15.50		\$16.29
Office Aide II	PT 140	\$16.66		\$17.49
Office Aide III	PT 165	\$17.91		\$18.81
Police Background Investigator	PT 025	\$40.00	\$45.00	\$50.00
Police Cadet	PT 022	\$17.00	\$17.85	\$18.74
Recreation Leader	PT 175	\$15.50	\$15.89	\$16.29
Recreation Site Coordinator	PT 170	\$17.00	\$17.85	\$18.74
<b>Auxiliary Safety Reserves</b>				
Police Officer Level III Reserve	PT 021			\$25.00
Police Officer Level II Reserve	PT 0XX			\$32.00
Police Officer Level I Reserve	PT 0XX			\$40.00
PD Sergeant Level I Reserve	PT 020			\$41.60
PD Lieutenant Level I Reserve	PT 019			\$43.26
PD Commander Level I Reserve	PT 013			\$45.00



## AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

**DATE:** September 5, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: CONSIDERATION OF AWARD OF BID FOR POLICE DEPARTMENT BODY-WORN AND IN-CAR CAMERA SYSTEM**

---

### RECOMMENDATION:

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

1. Award Request for Proposals (RFP) No. 31-010 to Axon Enterprise, Inc. for the Police Department body-worn cameras, in-car cameras, and digital evidence management system; and
2. Authorize the Acting City Manager to negotiate and execute a Master Services and Purchasing Agreement and related documents with Axon Enterprise, Inc., in an amount not exceeding \$1,510,069.55 over five years, in such final form as approved by the City Attorney.

### BACKGROUND:

On February 1, 2022 (agenda item No. 6), the City Council approved the 2021 Bureau of Justice Assistance (BJA) Body-Worn Camera Grant, which Police Department staff obtained through a nationally competitive grant process from the U.S. Department of Justice. The benefits of police body-worn camera technology have been proven, and they support the City's goals of increasing transparency, building trust within our community, and improving the safety of Police Officers and the public. That agenda item stated that staff would conduct the Request for Proposals (RFP) process, and return to the City Council to award the bid.

Before staff could move forward with a purchase or access any of the grant funds, BJA (through their Training and Technical Assistance contractor) had to review and approve West Covina Police Department's body-worn camera use policy. This process entailed multiple changes and revisions to WCPD's policy, and helped provide a greater understanding of different aspects of body-worn camera operations. After many months, BJA ultimately approved West Covina's policy in December 2022.

While BJA's Training and Technical Assistance contractor was reviewing the Police Department's policy, staff researched and tested body-camera equipment and vendors, to understand the features and specifications that are needed in West Covina. Additionally, staff determined that the Police Department's in-car cameras needed to be fully integrated with the body-worn cameras, using the same digital evidence management system. Having two separate camera systems, with two separate digital evidence management systems, would be unmanageable. Only a system that fully integrates both the body-worn and in-car cameras, with the same management system, would meet the compatibility and integration needs of the Police Department, and minimize (to the extent possible) the impact on staff workload.

## DISCUSSION:

On June 5, 2023, the City published the RFP online on PlanetBids. The RFP detailed the specifications and features of the cameras and data management system, requiring bidders to meet all of the specifications, and requested a five-year price. In brief, the RFP included the following:

- 100 self-contained body-worn cameras, encrypting data, with built-in microphones, 64GB of non-removable storage capacity, GPS positioning, 12 hours of battery life and sleep mode, constant recording function with an 18-hour “record after the fact” video retrieval feature (allowing retrieval of video if an Officer fails to press the active record button), and a “rapid-lock” system for easy Officer uniform mounting/dismounting;
- 35 vehicle-mounted front-facing cameras with automated license plate recognition (ALPR) capability compatible with the City’s current ALPR cameras from Flock Safety, and a constant recording function with an 18-hour “record after the fact” video retrieval feature (allowing retrieval of video if the auto-record function was not triggered);
- An integrated digital evidence management system supporting all the cameras, with automated redaction and transcription, quick and simple importing of digital video evidence recorded by the public/community, randomized software-driven auditing feature to automatically detect improper use of body-worn cameras and alert users, and seamless cloud-based sharing of digital evidence with criminal justice partners (specifically, the Los Angeles County District Attorney’s Office, the Los Angeles County Public Defenders Office, and other law enforcement agencies).

Over 25 prospective bidders viewed the RFP on PlanetBids. On the bid deadline of July 13, staff received two bid packages—from Axon Enterprise, Inc. of Scottsdale, AZ, and from Utility Associates Inc. of Decatur, GA. Staff reviewed these bid packages, examining in detail the bidders’ responses to the specifications and requirements in the RFP, and contacted other customers of each bidder. Below is a summary of the staff’s evaluation.

### Evaluation Summary:

Vendor:	Axon Ent.	Utility Assoc.
<b>Criteria</b>		
Completeness of Proposal	20	10
Relevant Experience and Qualifications of Proposed Project Team	30	15
Capacity to Perform	30	15
Proposed Cost	15	20
<b>Total Score</b>	<b>95</b>	<b>60</b>

### Axon Enterprise

Axon Enterprise's proposal was fully responsive to all components of the RFP. Axon Enterprise's body-worn cameras are self-contained, with data encryption, built-in microphones, the specified amount of non-removable storage and battery life, constant recording function with an 18-hour “record after the fact” video retrieval feature, and a “rapid-lock” system for easy Officer uniform mounting/dismounting. Their vehicle-mounted cameras are front-facing with automated license plate recognition (ALPR) capability, compatible with the City’s current ALPR cameras from Flock Safety, and a constant recording function with an 18-hour “record after the fact” video retrieval feature. Axon Enterprise's integrated digital evidence management system supports both body-worn and vehicle-mounted cameras, with automated redaction and transcription, quick and simple importing of digital video evidence recorded by the public/community, a randomized software-driven auditing feature to automatically detect improper use of body-worn cameras and alert users, and a seamless cloud-based sharing of digital evidence that is currently used by the Los Angeles County District Attorney’s Office and other law enforcement agencies/partners.

Staff contacted multiple Police Departments who had experience with Axon Enterprise. In brief, those

departments were all highly satisfied with Axon Enterprise's body-worn and vehicle-mounted cameras, digital evidence management system, and support. WCPD staff also tested Axon Enterprise's cameras, and, like the other Police Departments, were highly satisfied with their products.

For the reasons listed above, staff recommends awarding the RFP to Axon Enterprise.

It should be noted that even with Axon Enterprise's superior automated redaction and transcription, and seamless cloud-based sharing of digital evidence with criminal justice partners, there will be some impact on staff workload. This impact will be most pronounced at the Police Department, among the management positions of the Records Division and an Administrative Lieutenant, who will be tasked with producing, viewing, and redacting video footage requested via Public Records Act (PRA) requests. The number of those PRA requests could also increase, affecting workload at the City Clerk's office.

As a condition of purchase, Axon Enterprise requires the acceptance of its Master Services and Purchasing Agreement (Attachment No. 1). If the City Council awards the RFP to Axon Enterprise, Police Department staff will work with Axon Enterprise and the City Attorney's Office to negotiate and finalize the terms of the Master Services and Purchasing Agreement.

#### **LEGAL REVIEW:**

The City Attorney's Office will work with Police Department staff to negotiate the terms of the Master Services and Purchasing Agreement and will approve the final form prior to execution.

**Prepared by:** Tony Cortina, Acting Police Chief

---

#### **Fiscal Impact**

##### **FISCAL IMPACT:**

For the first two years, the purchase cost of this system (totaling approximately \$604,028) will constitute no cost to the General Fund. A combination of funding sources will be used for the first two years, including the one-time Bureau of Justice Assistance (BJA) Body-Worn Camera Grant, and available federal equitable sharing. In year three, the Police Department will request that City General Funds or other special revenue funds be budgeted to continue the system, providing long-term support for the City's goals of increasing transparency and building trust within our community, and improving the safety of Police Officers and the public.

<b>Funding Source</b>	<b>FY2023-24 Budget</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>	<b>FY 2027-28</b>	<b>5-Year Total</b>
Justice Assistance Grant (Fund 208)	100,000	100,000	0	0	0	0	100,000
Equitable Sharing-USDOJ (Fund 117)	1,994,339	202,014	302,014	0	0	0	504,028
To be determined (General Fund or other special revenue funds)	0	0	0	302,014	302,014	302,014	906,042
<b>Total</b>	<b>\$2,094,339</b>	<b>\$302,014</b>	<b>\$302,014</b>	<b>\$302,014</b>	<b>\$302,014</b>	<b>\$302,014</b>	<b>\$1,510,070</b>

---

#### **Attachments**

Attachment No. 1 - Master Services and Purchasing Agreement

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety

**Master Services and Purchasing Agreement for Agency**

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

**1. Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

**2. Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

**3. Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.**4. Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.**5. Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.**6. Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.**7. Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).

- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 18.0

Release Date: 6/26/2023



and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
  - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
  - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
  - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.





## Master Services and Purchasing Agreement for Agency

### 18. **General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

#### **AXON:**

Axon Enterprise, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **AGENCY:**

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



---

## Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
- b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



## Master Services and Purchasing Agreement for Agency

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
  - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
  - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
  - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
  - d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



## Master Services and Purchasing Agreement for Agency

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
  - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
  - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
  - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

---

**Axon Customer Experience Improvement Program Appendix**

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
  - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1<sup>1</sup>. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
  - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

---

<sup>1</sup> For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



## Master Services and Purchasing Agreement for Agency

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.





## Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

### System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

### Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

### Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

### System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

### Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### [Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

### Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

### System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Dock access



## Master Services and Purchasing Agreement for Agency

### Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

### Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

### End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### [Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

### System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

### Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

### System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

### TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

### Post go-live review

**For the CEW Full Service Package:** On-site assistance included.

**For the CEW Starter Package:** Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

### Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.





## Master Services and Purchasing Agreement for Agency

### **Return of Old Weapons**

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.  
Axon will provide Agency with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

#### **System set up and configuration (Remote Support)**

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

#### **Axon instructor training (Train the Trainer)**

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

#### **Classroom and practical training sessions**

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

#### **System set up and configuration (Remote Support)**

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

#### **Axon instructor training (Train the Trainer)**

Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

#### **Classroom and practical training sessions**

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.



## Master Services and Purchasing Agreement for Agency

13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



---

### Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



### TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6<sup>th</sup>) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<b><u>Agency Size</u></b>	<b><u>Days to Return from Start Date of TASER 7 Subscription</u></b>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
  - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



## Master Services and Purchasing Agreement for Agency

- 
- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
  - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



### TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<b><u>Agency Size</u></b>	<b><u>Days to Return from Start Date of TASER 10 Subscription</u></b>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty**. If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order**. To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.



---

## Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.





## Master Services and Purchasing Agreement for Agency

### Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.
  19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
  20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates. Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
  - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
  - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
  - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
  - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
  - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
  - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.





## Master Services and Purchasing Agreement for Agency

6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
  - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
  - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
  - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
  - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
  - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



### Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



---

**Add-on Services Appendix**

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
  - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
  - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



---

**Axon Auto-Transcribe Appendix**

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
  - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



---

### Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
  - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
  - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
  - 3.4. use trade secret information contained in Virtual Reality Media;
  - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
  - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
  - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



---

**Axon Evidence Local Software Appendix**

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
  - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
  - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
  - 3.5. use trade secret information contained in Axon Evidence Local;
  - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
  - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
  - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.



---

## Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

### 1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

### 2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

### 3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

### 4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

### 5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



## Master Services and Purchasing Agreement for Agency

---

- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:
  - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.





---

## Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



---

## Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
  - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
  - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
  - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
  - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
  - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
  - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
  - 8.4. Ensure all appropriate data backups are performed;
  - 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
  - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
  - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,



## **Master Services and Purchasing Agreement for Agency**

---

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

---

**VIEVU Data Migration Appendix**

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
  - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
  - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.



## Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM **Service options are listed below:**

<b>Ongoing System Set-up and Configuration</b>
--

Assisting with assigning cameras and registering docks
--

<b>Maintaining Agency's Axon Evidence account</b>
---

Connecting Agency to "Early Access" programs for new devices
--

<b>Account Maintenance</b>
----------------------------

Conducting on-site training on new features and <b>devices for Agency leadership team(s)</b>
--

Thoroughly documenting issues and workflows and suggesting new workflows to improve <b>the effectiveness of the Axon program</b>
--

Conducting weekly meetings to cover current issues and program status
---

<b>Data Analysis</b>
----------------------

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
---

Comparing <b>Agency's Axon usage and trends to peers to establish best practices</b>
--

Proactively monitoring the health of Axon equipment and coordinating returns when needed
--

<b>Direct Support</b>
-----------------------

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices
--

Proactively monitoring the health of <b>Axon equipment</b>
--

Creating and monitoring RMAs <b>on-site</b>
---

Providing Axon app support
----------------------------

Monitoring and testing new firmware and workflows before they are released to Agency's production environment
---

<b>Agency Advocacy</b>
------------------------

Coordinating <b>bi-annual voice of customer meetings with Axon's Device Management team</b>
---

Recording and tracking Agency feature requests and major bugs
---

3. **Regional TAM Scope of Services**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:

**Account Maintenance**

Conducting remote training on new features and **devices for Agency's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

**Direct Support**

**Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices**

Creating and monitoring RMAs remotely

**Data Analysis**

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing an **Agency's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

**Agency Advocacy**

Coordinating bi-yearly Voice of **Agency meetings with Device Management team**

Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.



## Master Services and Purchasing Agreement for Agency

### Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



## **Master Services and Purchasing Agreement for Agency**

---

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



## My90 Terms of Use Appendix

### Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
  - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
  - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
  - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
  - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
  - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified



## Master Services and Purchasing Agreement for Agency

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
  - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
  - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Agency is responsible for:
  - 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
  - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
  - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
  - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:
  - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
  - 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
  - 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Agency Responsibilities.** Agency is responsible for:
  - 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
  - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
  - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.
21. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

**22. My90 Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



## Master Services and Purchasing Agreement for Agency

---

### Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
  - 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
  - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
  - 1.3. Distribution of survey via multiple distribution channels such as text message;
  - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
  - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
  - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
  - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
  - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.



## AGENDA STAFF REPORT

---

City of West Covina | Office of the City Manager

**DATE:** September 5, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: CONSIDERATION OF AWARD OF REQUEST FOR PROPOSALS NO. 61-021 FOR LANDSCAPE AND MAINTENANCE SERVICES FOR LANDSCAPE MAINTENANCE DISTRICTS AND SPORTSPLEX COASTAL SAGE AND SCRUB AREAS**

---

### RECOMMENDATION:

It is recommended that the City Council authorize the Acting City Manager to take the following actions:

1. Terminate existing agreement with Merchants Landscape Services, Inc. expiring December 31, 2023.
2. Award contract for Request for Proposal (RFP) No. 06-021 to Merchants Landscape Services, Inc. (Merchants) for landscape and maintenance of landscape maintenance districts and Sportsplex Coastal Sage and Scrub areas.
3. Authorize the Acting City Manager to negotiate and execute an agreement, in such final form as approved by the City Attorney, with Merchants Landscape Services, Inc. in the amount of \$3,840,000 for a five (5) year term.

### BACKGROUND:

There are five Landscape Maintenance Districts (LMDs) in West Covina. LMDs for parts of the community were established pursuant to the Landscape and Lighting Act of 1972 at the request of the owner of the developments in lieu of forming Homeowners' Associations. Funds collected by the districts are used to maintain landscaping, irrigation and hardscape (i.e. sidewalks, walls, graffiti abatement, clean-up of site, etc.) in public open space areas within its boundaries. The areas covered include maintenance for the Coastal Sage and Scrub Community Facility District (CSS) that consist of the gnatcatcher habitat restoration program, parkway maintenance and street lighting in the Sportsplex area.

Due to budgetary limitations, the scope for landscape maintenance in the LMDs had been reduced over the various contract years. The existing scope only requires 3 feet clearance from sidewalks and 6-10 feet fire clearance behind residences.

In this RFP, the scope was changed significantly to include full hillsides with brush and vegetation to be trimmed to a maximum height of 4 feet. There is a need and benefit for the increased scope that will improve the overall appearance of the City and its neighborhoods, reducing exposure to claims for damages from fire or other related incidents, and improved response to customer service to residents who want/expect manicured hillsides, walking areas and clear visibility on all roadways.

## DISCUSSION:

Staff issued a Request for Proposal (RFP) for landscape maintenance services for all Landscape Maintenance Districts, known as LMDs 1, 2, 4, 6, 7 and Sportsplex Coastal Sage, and Scrub areas on February 13, 2023. The RFP was advertised and sent out to subscribers through the City's third-party website, Planet Bids.

A mandatory pre-proposal meeting was held on February 23, 2023 and was attended by 12 landscape maintenance contractors. During that meeting it was discussed that the Scope of Work under the new RFP includes significant changes that require landscaping for the full hillsides throughout the LMDs and the Sportsplex Coastal Sage and Scrub.

On March 9, 2023, right (8) proposals were received from the companies listed below in Table 1 and staff reviewed and evaluated the proposals based on the criteria in Table 2. Interviews were set with four bidders on April 18, 2023.

Table 1. List of Bidders

<b>Company</b>	<b>Timeframe to Bring Areas into Scope Compliance</b>	<b>Total Bid Amount (per year)</b>	<b>Additional Cost to Bring Areas into Scope Compliance</b>	<b>Total 5 Year w/Add. Cost</b>
Merchants Landscape Services, Inc.	18 months	\$768,000	\$0	\$3,840,000
Azteca Landscape	No Answer	\$1,027,361	N/A	\$5,136,805
BrightView Landscape Services	2.9 months	\$1,280,280	\$0	\$6,401,400
RP Landscape & Irrigation *	6-8 months	\$1,292,758	\$633,040	\$7,096,830
SGD Enterprises dba Four Seasons Landscaping	4 weeks	\$1,404,000	\$0	\$7,020,000
Mariposa Landscapes, Inc.*	9 months	\$1,559,712	\$694,860	\$8,493,420
Priority Landscape Services, LLC	Needs to review	\$1,566,600	N/A	\$7,833,000
Softscapes Corporation *	6-9 months	\$1,798,800	\$998,350	\$9,992,350

Table 2. Evaluation Criteria

Criteria	Percent
Completeness of Proposal	20
Relevant Experience and Qualifications	30
Capacity to Perform	30
Proposal Cost	20
<b>Total</b>	<b>100%</b>

The results of the evaluations are summarized in Table 3 below.

Table 3. Evaluation Summary

Company	Average Score	Rank
Merchants Landscape Services, Inc.	91	1
Azteca Landscape	85	2
BrightView Landscape Services	76	3
SDG Enterprises dba Four Seasons Landscaping	74	4
RP Landscape & Irrigation	68	5
Mariposa Landscapes, Inc.	62	6
Softscapes Corporation	43	7
Priority Landscape Services, LLC	35	8

Based on the evaluation criteria, Merchants Landscape Services, Inc. was ranked number one.

#### OPTIONS:

The City Council has the following options:

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

**Prepared by:** Renee M. G. Chavez, Management Analyst I

#### Fiscal Impact

#### FISCAL IMPACT:

Funding has been appropriated in the FY2023-2024 budget under the maintenance districts for a contract commencement date of July 1, 2023. There is no impact to the general fund.

Table 4. Summary of Fiscal Impact

Account Number	Description	Annual Cost	FY2023-24 Adopted Budget	5-yr Cost
181.61.4145.6130	MD1	\$127,952	\$236,760	\$639,760
181.61.4189.6130	MD1 NPDES			
182.61.4145.6130	MD2	11,984	79,420	59,920
182.61.4189.6130	MD2 NPDES			



184.61.4145.6130	MD4	412,400	601,560	2,062,000
184.61.4189.6130	MD4 NPDES			
186.61.4145.6130	MD6	63,440	137,120	317,200
186.61.4189.6130	MD6 NPDES			
187.61.4145.6130	MD7	78,800	117,920	394,000
187.61.4189.6130	MD7 NPDES			
183.61.4145.6130	Sportsplex/CSS	73,424	79,900	367,120
183.61.4189.6130	Sportsplex/CSS NPDES			
<b>Totals</b>		<b>\$768,000</b>	<b>\$1,252,680</b>	<b>\$3,840,000</b>

### Attachments

#### ATTACHMENT NO. 1 - SCOPE COMPARISON

**CITY COUNCIL GOALS & OBJECTIVES:** Protect Public Safety  
A Creative and Active Community  
A Well-Planned Community  
Enhance City Image and Effectiveness  
An Accessible Community

# LANDSCAPE MAINTENANCE RFP SCOPE CHANGES

Landscape and Maintenance of City's Landscape Maintenance Districts  
Public Services Department – Maintenance Division

# RFP SCOPE CHANGES

## Current

- Minimum three (3) feet clearance maintained between the plant material in the maintenance districts, and all adjacent fences and walls.

## New Scope

- All hillsides are to be trimmed to a maximum of four (4) feet.
- Shrubs in walkway are to be kept a maximum height of four (4) feet with a one (1) foot skirt.
- Removal of volunteer trees\* 9 feet or below.

\* Volunteer trees are saplings that come up from seed all by themselves in your yard and gardens.



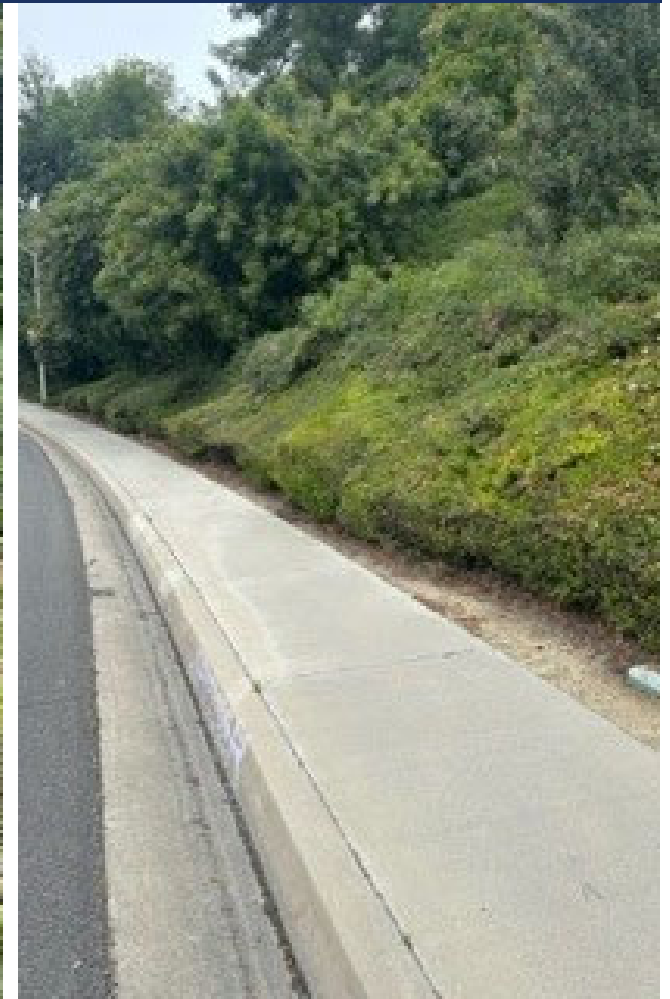
Volunteer trees



# CURRENT SCOPE



# CURRENT SCOPE



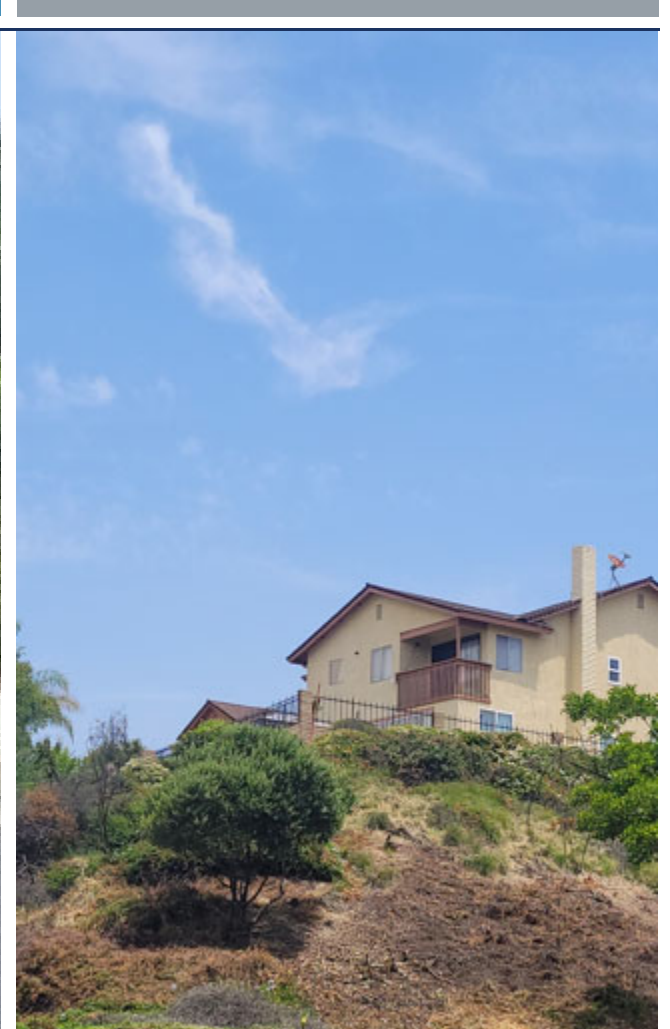
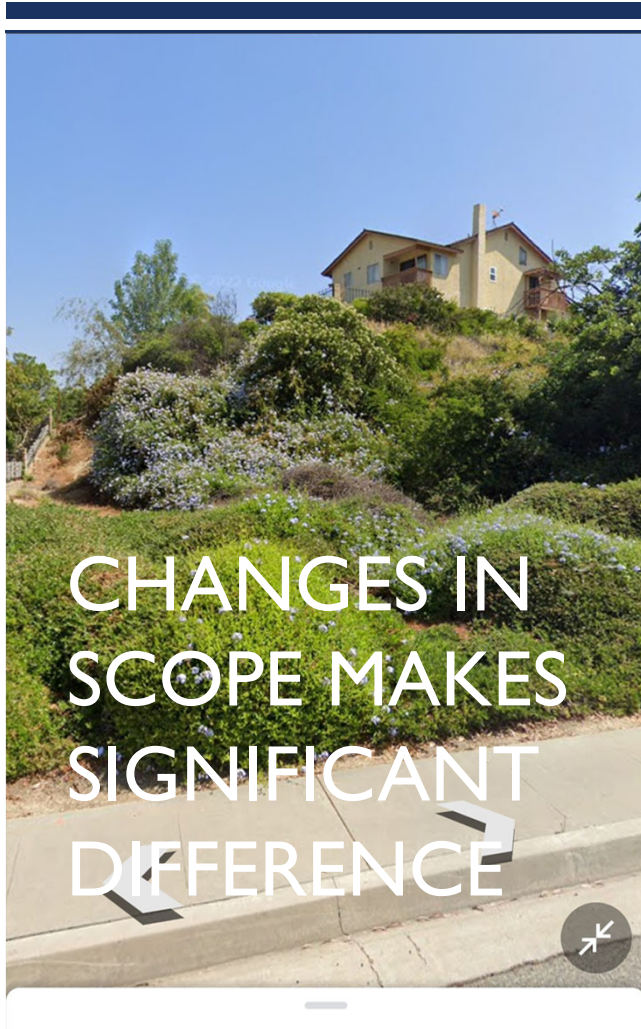


## CURRENT SCOPE

Current scope allows for limited visibility of areas that are screened by vegetation; creating an environment conducive for encampments.







## SHAKESPEARE DRIVE -





## SHAKESPEARE DRIVE -











GROUND COVER WILL TURN GREEN  
AFTER SOME TIME



## AGENDA STAFF REPORT

---

City of West Covina | Office of the City Manager

**DATE:** September 5, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT:** CONSIDERATION OF MOVE WC - UBER SERVICE AREA

---

### RECOMMENDATION:

It is recommended that the City Council:

1. Approve including travel to and from Metrolink Stations in Baldwin Park and Covina, as well as Metro A (Blue) Rail Line Stations in Irwindale and Azusa, in the service area of the Move WC Program.
2. Authorize the Acting City Manager to execute amendments to the Uber Central Agreement and Uber Vouchers for Transit Agencies Agreement to reflect the revisions to the service area, in substantially the form as attached and in such final form as approved by the City Attorney.

### BACKGROUND:

On September 20, 2022, the City Council approved agreements with Uber to implement an "On-Demand Ride Hailing" Pilot Program for a six-month period. The Program was intended to supplement the existing Dial-A-Ride service and meet the needs of those challenged with ride availability by providing an on-demand alternative. The City appropriated \$50,000 for the Program.

The Program included the following parameters:

- Eligibility for participation: all residents 65-years and over.
- Cost per ride (one way): \$3
- Maximum subsidy per ride (one way): \$20. Costs in excess would be paid by rider.
- Service area: Within the City limits. Up to three miles outside the City limits for medical reasons.

On May 16, 2023, the City Council approved amendments to agreements with Uber, extending the term through next April. In addition, eligibility criteria was revised to be consistent with the Dial-A-Ride Program, as follows:

- Eligibility participation: all residents 55-years and over OR with a physician-certified disability.

### DISCUSSION:

Move WC participants can travel within West Covina and up to 3 miles outside for medical reasons. As shown in the table below, connections to regional transportation networks are nearby, but located outside of West Covina. Because such connectivity is an important aspect of transit programs, staff is proposing that travel to and from these locations be included in the Move WC service area. Uber is able to facilitate this by geofencing the specific locations to add them to the eligible service area.

Location	Distance from West Covina Border
Metrolink Train Stations	
- Baldwin Park	<1 mi
- Covina	1.2 mi
Metro Rail Lines Stations (A Blue Line)	
- Irwindale	3.04 mi
- Azua (Azusa)	3.4 mi
- Azusa (Citrus)	4.3 mi

To date, the following are the statistics for Move WC:

Key Performance Indicator	As of May 16	As of July 24
Number of Participants	40	80
Trips Taken	179	575
<b>Cost of the Program To Date</b>	<b>\$1,577</b>	<b>\$4,352</b>

The Program has been marketed through the City's social media handles (Instagram, Facebook, Twitter), on the City's website, the Discover Newsletter, and flyers posted at the Senior Center. Staff will continue to promote the Program.

#### LEGAL REVIEW:

The City Attorney's Office has reviewed the amendments and approved them as to form and will approve the final form prior to execution.

#### OPTIONS:

The City Council has the following options:

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

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

#### Fiscal Impact

##### FISCAL IMPACT:

The adopted FY 2023-2024 Budget includes \$100,000 for the Program. No additional appropriation is proposed at this time.

Table 1. Budget Summary

Project/Service/Expense	Fund/ Account No.	FY2023-24 Budget	Estimated Fiscal Impact	
			FYE 2025	FYE 2026
On-Demand Ride Hailing Program	Measure R 224.504.61.53.30.00.61.6120.6120	\$100,000	\$0	\$0

#### Attachments

Attachment No. 1 - Second Amendment to Uber Central Agreement

Attachment No. 2 - Second Amendment to Uber Vouchers for Transit Agencies Agreement

**CITY COUNCIL GOALS & OBJECTIVES:** A Creative and Active Community  
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

Second Amendment to Uber Central Agreement  
between  
Uber Technologies, Inc. and The City of West Covina

This Second Amendment ("**Amendment**") is entered into as of September 5, 2023 ("**Effective Date**") and shall modify the Uber Central Agreement entered into on October 10, 2022 by and between Uber Technologies, Inc., located at 1515 Third Street, San Francisco, CA 94158 ("**Uber**"), and The City of West Covina, located at 1444 W Garvey Ave S, West Covina, CA 91790 ("**Agency**") ("**Agreement**").

The parties entered into the Agreement on October 10, 2022.

The parties extended the Term of the Agreement through April 9, 2024 through the First Amendment to the Agreement, dated April 10, 2023.

The parties desire to amend the Collaborative Targets of the Agreement.

The parties agree as follows:

1. Agency and Uber agree to amend Section 1, Collaborative Targets, Item 3, Active Location Target, to read as follows: "Active Location Target: Within West Covina City limits, 3 miles beyond West Covina City limits for medical appointments, Covina Metrolink Station, Baldwin Park Metrolink Station, Irwindale Metro Station, Azusa Downtown Metro Station, and APU/Citrus College Metro Station.
2. All terms capitalized in this Amendment shall have the meanings stated in the Agreement unless otherwise defined in this Amendment. If there is any conflict between the terms of this Amendment and the Agreement, this Amendment shall prevail. Except as provided in this Amendment, all other terms and conditions of the agreement will continue in full force and effect.

Each party is signing this Amendment on the date stated beneath that party’s signature.

UBER TECHNOLOGIES, INC.

THE CITY OF WEST COVINA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



ATTACHMENT NO. 2

Second Amendment to Uber Vouchers for Transit Agencies Agreement  
between  
Uber Technologies, Inc. and The City of West Covina

This Second Amendment ("**Amendment**") is entered into as of September 5, 2023 ("**Effective Date**") and shall modify the Uber Vouchers for Transit Agencies Agreement entered into on October 10, 2022 by and between Uber Technologies, Inc., located at 1515 Third Street, San Francisco, CA 94158 ("**Uber**") and The City of West Covina, located at 1444 W Garvey Ave S, West Covina, CA 91790 ("**Agency**") ("**Agreement**").

The parties entered into the Agreement on October 10, 2022.

The parties extended the Term of the Agreement through April 9, 2024 through the First Amendment to the Agreement, dated April 10, 2023.

The parties desire to amend the Geographic restrictions set forth in Exhibit 1 of the Agreement.

The parties agree as follows:

1. Agency and Uber agree to amend Exhibit 1, Deliverables, Geographic restrictions, to read as follows: "Service area - Within West Covina City limits, 3 miles beyond West Covina City limits for medical appointments, Covina Metrolink Station, Baldwin Park Metrolink Station, Irwindale Metro Station, Azusa Downtown Metro Station, and APU/Citrus College Metro Station.
2. All terms capitalized in this Amendment shall have the meanings stated in the Agreement unless otherwise defined in this Amendment. If there is any conflict between the terms of this Amendment and the Agreement, this Amendment shall prevail. Except as provided in this Amendment, all other terms and conditions of the agreement will continue in full force and effect.

Each party is signing this Amendment on the date stated beneath that party's signature.

UBER TECHNOLOGIES, INC.

THE CITY OF WEST COVINA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## AGENDA STAFF REPORT

---

City of West Covina | Office of the City Manager

**DATE:** September 5, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT: CONSIDERATION OF RATIFICATION OF AMENDMENT TO SUBAWARD AGREEMENT WITH COUNTY OF LOS ANGELES AGING AND DISABILITIES DEPARTMENT FOR OLDER AMERICANS ACT FUNDS FOR THE SENIOR MEALS PROGRAM**

---

### RECOMMENDATION:

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

1. Ratify Amendment Eleven to Elderly Nutrition Program (ENP) Subaward Number ENP202111 with the County of Los Angeles through its Aging and Disabilities Department and approve the acceptance of Older Americans Act Funds through the subaward; and
2. Authorize the City Manager to negotiate and execute agreements and approve purchase orders for meals from vendors on the County's list of approved caterers.

### BACKGROUND:

The Los Angeles County Workforce Development, Aging and Community Services, Area Agency on Aging (AAA), as part of the Older Americans Act of 1965, a federally funded program, provides grant funds to cities with a required 12% match paid by the cities. The City of West Covina has been using AAA grant funds since 1995 to provide nutritious hot lunches five days per week at the Senior Center. Seniors over the age of 60 are eligible for the meal program and meals are provided on a first-come first-served basis.

The City currently serves approximately 150 meals per day on average to local seniors. Using the AAA grant funds, the City uses its own Head Cook and limited services support kitchen staff to prepare fresh meals for seniors daily. Senior volunteers supplement the City staffing to ensure continuity of service.

### DISCUSSION:

In order to provide ongoing services and maintain the current partnership with the County of Los Angeles, it is requested that the City Council ratify the amendment to the subaward agreement and approve to accept subaward funds. Entering into the amendment to subaward agreement will allow the City to continue the popular meal program, benefiting seniors who reside in West Covina and surrounding cities.

The amendment extends the subaward for one year, commencing on July 1, 2023 through June 30, 2024. The City will be reimbursed \$7.92 per meal served, up to \$292,000. These funds will be used to serve approximately 37,000 senior meals to West Covina residents and non-residents for Fiscal Year

2023-24.

Due to the short turn around requested by the County, the Assistant City Manager executed the Agreement on behalf of the City. Staff is requesting that the City Council ratify the amendment.

If contracting with a provider for meals, the County requires subrecipients to do so from their list of approved caterers (Attachment No. 2). Staff is requesting that the City Council authorize the City Manager to negotiate and execute agreements and approve purchase orders for meals from providers on the approved caterer list.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed this report.

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

---

**Fiscal Impact**

**FISCAL IMPACT:**

The City will be reimbursed \$7.92 per meal served up to \$292,000. The grant requires a 12% match, which amounts to \$35,040. Community Development Block Grant funds were included in the approved Fiscal Year 2023-24 budget to be utilized for this match:

Account No.	Account Name	FY2023-24 Budget	FY2023-24 Match Requirement
131.504.61.51.34.00.61.61200	OTHER CONTRACTUAL SERVICES	\$90,000	\$35,040

---

**Attachments**

Attachment No. 1 - FY 2023-24 Executed ENP Amendment Eleven

Attachment No. 2 - Approved Caterers 23-24

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

**ELDERLY NUTRITION PROGRAM (ENP)  
SUBAWARD NUMBER ENP202111  
SUBAWARD PERIOD JULY 2020 – JUNE 2024**

**AMENDMENT ELEVEN**

This Amendment is made and entered into by and between

**COUNTY OF LOS ANGELES THROUGH ITS  
AGING AND DISABILITIES DEPARTMENT**

("County" or "AD")

County's Business Address

510 South Vermont Avenue, 11<sup>th</sup> Floor  
Los Angeles, CA 90020

and

**CITY OF WEST COVINA**

("Contractor" or "Subrecipient")

Subrecipient's Business Address

1444 Garvey South  
West Covina, CA 90247

**WHEREAS**, reference is made to that certain document originally entitled "Elderly Nutrition Program (ENP) Subaward Number ENP202111 Subaward Period July 2020 – June 2021" dated July 1, 2020, which is renamed as "Elderly Nutrition Program (ENP) Subaward Number ENP202111 Subaward Period July 2020 – June 2024", and the Amendments thereto (hereafter collectively referred to as "Contract" or "Subaward"); and

**WHEREAS**, the parties hereto have previously entered into the above referenced Subaward for the purpose of providing Elderly Nutrition Program (ENP) Services, which include serving congregate meals and home-delivered meals as well as conducting telephone reassurance to the older adult population in Los Angeles County (excluding the City of Los Angeles); and

**WHEREAS**, County and Subrecipient recognize and agree that specific terms (including, but not limited to, Contract, Subaward, Contractor, Subrecipient, Subcontract, Lower Tier Subaward, Subcontractor and Lower Tier Subrecipient) are used interchangeably throughout this Amendment in order to comply with Federal, State, and County regulations; and

**WHEREAS**, it is the intent of the parties to amend this Subaward to extend the term of the Subaward for one (1) year commencing on July 1, 2023 through June 30, 2024; and

**WHEREAS**, it is the intent of the parties to also amend this Subaward to allocate OAA Title III C-1 (Nutrition Services) original baseline funding in the amount of **\$292,000**, which shall be reimbursed to Subrecipient in exchange for additional defined and contracted ENP Congregate Meal Services as specified herein to be provided by Subrecipient during Fiscal Year 2023-24; and

**WHEREAS**, it is the intent of the parties to also amend this Subaward to provide for the other changes set forth herein; and

**WHEREAS**, the Subaward provides that changes to its terms may be made in the form of a written Amendment, which is formally approved and executed by the parties.

**NOW THEREFORE**, THE PARTIES HERETO AGREE AS FOLLOWS:

I. This Amendment shall commence **on July 1, 2023, or upon execution by all parties, whichever occurs later.**

II. The title of this Subaward shall be deleted in its entirety and replaced as follows:

Elderly Nutrition Program (ENP) Subaward Number ENP202111 Subaward Period  
July 2020 – June 2024

III. Subparagraph 4.2.3 is added as follows:

4.2.3 The term of this Subaward shall be extended for one (1) year commencing on July 1, 2023, through June 30, 2024, unless sooner terminated or extended, in whole or in part, as provided in this Subaward.

IV. Subparagraph 5.1.6 is added as follows:

5.1.6 **Subaward Sum Year 4 Funding Source(s)**

5.1.6.1 The Subaward Sum Year 4 for this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.1.6.2 OAA Title III C-1 (Nutrition Services) original baseline funds

5.1.6.2.1 Subaward Sum: **\$292,000**

5.1.6.2.2 Service Area: Supervisorial District 1

5.1.6.2.3 Period of Performance: July 1, 2023 – June 30, 2024 (consistent with California Department of Aging contract number AP-2324-19)

5.1.6.2.4 Allocation Letter: Fiscal Year 2023-24 Baseline Funding Allocation for Elderly Nutrition Program Services

V. Subparagraph 5.10.4 is deleted in its entirety and replaced as follows:

5.10.4 Federal Award Identification Number (FAIN)

5.10.4.1 July 1, 2020 – June 30, 2021: 2001CAOACM-00; 2001CAOANS-00; 2001CACMC2-00; 2001CAHDC3-00; and SLT0198; 2001CASSC3-00; and 2001CAFCC3-00

5.10.4.1 July 1, 2021 – June 30, 2022: 2101CAOACM-01; 2101CAOANS-01; 2001CAHDC3-00; 2001CASSC3-00; and 2001CAFCC3-00

5.10.4.2 July 1, 2022 – June 30, 2023: 2201CAOACM-01; 2201CAOANS-01

5.10.4.3 July 1, 2023 – June 30, 2024: 2301CAOACM-01; and 2301CAOANS-01

VI. Subparagraph 5.10.5 is deleted in its entirety and replaced as follows:

5.10.5 Federal Award Dates

5.10.5.1 July 1, 2020

5.10.5.2 July 1, 2021

5.10.5.3 July 1, 2022

5.10.5.4 July 1, 2023

VII. Subparagraph 5.10.6 is deleted in its entirety and replaced as follows:

5.10.6 Subaward Period of Performance Start and End Dates

5.10.6.1 July 1, 2020 – June 30, 2021

5.10.6.2 July 1, 2021 – June 30, 2022

5.10.6.3 July 1, 2022 – June 30, 2023

5.10.6.4 July 1, 2023 – June 30, 2024

VIII. Subparagraph 5.10.7 is deleted in its entirety and replaced as follows:

**5.10.7 Amount of Federal Funds Obligated by this Action:**

5.10.7.1 Original Subaward: \$197,000

5.10.7.2 Amendment One: \$446,000

5.10.7.2.1 Federal CARES Act Funds: \$222,000

5.10.7.2.2 CDA CARES Act Funds: \$224,000

5.10.7.3 Amendment Two: \$0

5.10.7.4 Amendment Three: \$177,000

5.10.7.5 Amendment Four: \$204,000

5.10.7.6 Amendment Five: \$251,561

5.10.7.7 Amendment Six: \$0

5.10.7.8 Amendment Seven: \$25,000

5.10.7.9 Amendment Eight: \$292,000

5.10.7.10 Amendment Nine: \$72,628

5.10.7.10.1 Additional OAA Title III C-1 baseline funds:  
\$70,000

5.10.7.10.2 HCBS NI funds: \$2,628

5.10.7.11 Amendment Ten: \$15,000

5.10.7.12 Amendment Eleven: \$292,000

IX. Subparagraph 5.10.8 is deleted in its entirety and replaced as follows:

**5.10.8 Total Amount of Federal Funds Obligated to Subrecipient (Subaward Sum):**

5.10.8.1 Subaward Sum Year 1: \$820,000

5.10.8.2 Subaward Sum Year 2: \$480,561

5.10.8.3 Subaward Sum Year 3: \$379,628

5.10.8.4 Subaward Sum Year 4: \$292,000

X. Subparagraph 5.10.9 is deleted in its entirety and replaced as follows:

5.10.9 Total Amount of Federal Award (Maximum Subaward Sum): \$1,720,628  
(FY 2020-21 Reallocation funds excluded)

XI. Subparagraph 5.10.10 is deleted in its entirety and replaced as follows:

**5.10.10 Federal Award Project Description**

5.10.10.1 July 1, 2020 - June 30, 2021: Federal Title IIIC1 3C1L and NSIP C1 NC1L; Federal Title IIIC1 CRCM; CARES Title IIIC2 HDC3; and CARES Title IIIE FCC3

5.10.10.2 July 1, 2021 – June 30, 2022: Federal Title IIIC1 3C1L and NSIP C1 NC1L; CARES Title IIIC2 HDC3; CARES Title IIIB SSC3; CARES Title IIIE FCC3

5.10.10.3 July 1, 2022 – June 30, 2023: Federal Title IIIC1 3C1L and NSIP C1 NC1L

5.10.10.4 July 1, 2023 – June 30, 2024: Federal Title IIIC1 3C1L and NSIP C1 NC1L

XII. Subparagraph 8.25.8 (Privacy and Network Security Coverage) is deleted in its entirety and replaced as follows:

**8.25.8 Cyber Insurance Liability**

8.25.8.1 Subrecipient must secure and maintain cyber liability insurance coverage with limits of at least three million dollars (\$3,000,000) per occurrence and in the aggregate during the term of Subaward, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of Service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other



liability or risk that arises out of Subaward. Subrecipient must add County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon Subrecipient's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

XIII. Subparagraph 8.38.3.1 is deleted and replaced as follows:

8.38.3.1 Subrecipient must provide the Services herein under the general supervision of County's Department Head and his/her authorized administrators who are designated in Paragraph 6.0 (Administration of Subaward-County). County will supervise, monitor, and specify the kind, quality, appropriateness, timeliness, and amount of the Services to be provided by Subrecipient as well as the criteria for determining the persons to be served (Clients). Subrecipient must extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Subrecipient's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Subaward. Subrecipient must provide County (or other designated authorities) the right to conduct such reviews at any time during County's business hours. County (or other designated authorities) will not unreasonably interfere with Subrecipient's performance. The requirements of this Subparagraph 8.38 will also apply to Lower Tier Subrecipients providing Services on behalf of Subrecipient.

8.38.3.1.1 Subrecipient acknowledges County is required to verify directly with clients that they have received the Services specified in this Subaward and billed by Subrecipient to County. Subrecipient shall provide all client contact information upon request.

8.38.3.1.2 Failure to provide client verification or other information as requested by County, or its representatives, shall be considered noncompliance. Noncompliance penalties include sanctioning, which may consist of suspension, withholding of invoice payments and/or disallowed costs, and all other rights County reserves in noncompliance situations as established in this Subaward, up to and including termination.

- XIV. "Exhibit E (County's Administration)" for FY 2023-24 is added as an addendum to "Exhibit E (County's Administration)" and is incorporated herein by reference.
- XV. "Exhibit F (Subrecipient's Administration)" for FY 2023-24 is added as an addendum to "Exhibit F (Subrecipient's Administration)" and is incorporated herein by reference.
- XVI. "Exhibit O (Charitable Contributions Certificate)" for FY 2023-24 is added as an addendum to "Exhibit O (Charitable Contributions Certificate)" and is incorporated herein by reference.
- XVII. "Exhibit R (Joint Funding Revenue Disclosure)" for FY 2023-24 is added as an addendum to "Exhibit R (Joint Funding Revenue Disclosure)" and is incorporated herein by reference.
- XVIII. "Exhibit W1 (Budget) Amendment 11 {FY 2023-24 Baseline Funding}" is added, is an addendum to "Exhibit W1 (Budget)" and is incorporated herein by reference.
- XIX. "Exhibit X1 (Mandated Program Services) Amendment 11 {FY 2023-24 Baseline Funding}" is added, is an addendum to "Exhibit X1 (Mandated Program Service)" and is incorporated herein by reference.
- XX. "Exhibit Y (List of Lower Tier Subawards)" for FY 2023-24 is added as an addendum to "Exhibit Y (List of Lower Tier Subawards)" and is incorporated herein by reference.
- XXI. The "Fiscal Year 2023-24 Baseline Funding Allocation for Elderly Nutrition Program Services" funding allocation letter is incorporated herein by reference.

**All other terms and conditions of the Subaward will remain in full force and effect.**

//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment Eleven** to be subscribed on its behalf by the Director of Aging and Disabilities Department, and the Subrecipient has subscribed the same through its Authorized Representative. The Authorized Representative(s) signing on behalf of Subrecipient warrants under penalty of perjury that he or she is authorized to bind Subrecipient.

**COUNTY OF LOS ANGELES**

By *Laura Trejo* Jun 28, 2023  
Laura Trejo (Jun 28, 2023 07:59 PDT)  
Dr. Laura Trejo, Director  
County of Los Angeles  
Aging and Disabilities Department

**SUBRECIPIENT**

City of West Covina  
Subrecipient's Legal Name  
ENP202111  
Subaward Number

By Roxanne E. Lerma Jun 21, 2023  
Name of Authorized Representative  
Assistant City Manager  
Title  
*Roxanne E. Lerma*  
Roxanne E. Lerma (Jun 21, 2023 11:26 PDT)  
Signature

Approved as to Form:

**OFFICE OF COUNTY COUNSEL**

Dawyn R. Harrison, Acting County Counsel

By   
Lawrence M. Green  
Senior Deputy County Counsel

By \_\_\_\_\_  
Name of Authorized Representative  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Signature

**EXHIBIT E**  
**(COUNTY'S ADMINISTRATION)**

**FISCAL YEAR:**     2023-2024

**COUNTY'S DEPARTMENT HEAD**

Name:                   Dr. Laura Trejo  
Title:                   Executive Director  
Address:                510 South Vermont Avenue  
                              Los Angeles, CA 90020  
Telephone:             (213) 291-0028  
E-Mail Address:        [ltrejo@ad.lacounty.gov](mailto:ltrejo@ad.lacounty.gov)

**COUNTY'S CONTRACT MANAGER**

Name:                   Ms. Carol Domingo  
Title:                   Program Manager  
Address:                510 South Vermont Avenue  
                              Los Angeles, Ca 90020  
Telephone:             (213) 639-6339  
E-Mail Address:        [cdomingostephen@ad.lacounty.gov](mailto:cdomingostephen@ad.lacounty.gov)

**COUNTY'S PROGRAM MANAGER**

Name:                   Dr. Solomon Shibeshi  
Title:                   Program Manager  
Address:                510 South Vermont Avenue  
                              Los Angeles, Ca 90020  
Telephone:             (213) 351-5066  
E-Mail Address:        [sshibeshi@ad.lacounty.gov](mailto:sshibeshi@ad.lacounty.gov)

**COUNTY'S COMPLIANCE MANAGER**

Name:                   Mr. Syed Uraizee  
Title:                   Administrative Services Manager II  
Address:                510 South Vermont Avenue  
                              Los Angeles, Ca 90020  
Telephone:             (213) 709-7908  
E-Mail Address:        [suraizee@ad.lacounty.gov](mailto:suraizee@ad.lacounty.gov)

**COUNTY'S EMERGENCY COORDINATOR**

Name:                   Ms. Susana Ortega  
Title:                   Program Manager  
Address:                510 South Vermont Avenue  
                              Los Angeles, Ca 90020  
Telephone:             (213) 738-2920  
E-Mail Address:        [sortega@ad.lacounty.gov](mailto:sortega@ad.lacounty.gov)

**EXHIBIT F  
(SUBRECIPIENT'S ADMINISTRATION)**

Effective as of: \_\_\_\_\_

**SUBRECIPIENT'S LEGAL  
NAME:** \_\_\_\_\_

**SUBAWARD NUMBER:** \_\_\_\_\_

**UEI NUMBER:** \_\_\_\_\_

**SUBRECIPIENT'S PROJECT MANAGER<sup>1</sup>:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE(S)<sup>2</sup>:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**ADDITIONAL SUBAWARD CONTACTS<sup>3</sup>:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**BUDGET ANALYST:**

Name: \_\_\_\_\_


Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**INVOICES – AUTHORIZED SIGNER:**

Name: Roxanne Lerma  
Title: Assistant City Manager  
Address: 1444 W Garvey Ave S  
West Covina, CA 91790  
Telephone: 626-939-8401  
E-Mail Address: rlerma@westcovina.org  
Signature: 

**MIS DATA ENTRY PERSONNEL:**

**Primary Contact**

Name: Vanessa Ibanez  
Title: Recreation Services Supervisor  
Address: 2501 E Cortez St  
West Covina, CA 91791  
Telephone: 626-939-8769  
E-Mail Address: vibanez@westcovina.org

**Secondary Contact**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

## EXHIBIT O

### (CHARITABLE CONTRIBUTIONS CERTIFICATION)

The Nonprofit Integrity Act (Senate Bill 1262 Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Select the certification below (either Option A or Option B) that is applicable to Subrecipient's organization:**

OPTION A:

- ☒ Subrecipient has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Subrecipient engages in activities subjecting it to those laws during the term of this Subaward, Subrecipient will timely comply with them and provide County's Contract Manager a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

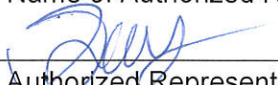
OPTION B:

- ☐ Subrecipient is registered with the California Registry of Charitable Trusts under the CT number listed below and is in compliance with its registration and reporting requirements under California law.
- ☐ Attached is a copy of Subrecipient's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations Sections 300-301 and Government Code Sections 12585-12586.

**Declaration**

I declare under penalty of perjury under the laws of the State of California that the information stated herein is true and correct.

City of West Covina	ENP202111
Subrecipient's Legal Name	Subaward Number
95-6000810	
Internal Revenue Service Employer Identification Number	

California Registry of Charitable Trusts "CT" number (if applicable)	
Roxanne Lerma	Assistant City Manager
Name of Authorized Representative	Title of Authorized Representative
	6/21/2023
Authorized Representative's Signature	Date



**EXHIBIT R**  
**(JOINT FUNDING REVENUE DISCLOSURE)**

List all revenue provided to Subrecipient on an annual basis (including the Subaward Sums, foundation grants, donations, etc.). Use additional pages as necessary.

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
PAGE TOTAL			
GRAND TOTAL OF ALL PAGES			

Subrecipient's Legal Name

Contract Number

Name of Preparer (Print)

Date Prepared

FY 2023-24



**EXHIBIT W1 (BUDGET)**  
**AMENDMENT 11 {FY 2023-24 BASELINE FUNDING}**

ALL COSTS REPORTED ON THIS BUDGET SHALL BE ALLOWABLE, NECESSARY, AND REASONABLE FOR THE PROGRAM SERVICES TO BE PROVIDED.

Program Services: CONGREGATE MEAL SERVICES

Fiscal Year: 2023-2024

Funding Type: Older Americans Act Title III C-1

Supervisory District: One (1)

Subaward Number: ENP202111

Amendment Number: Eleven Modification Number: N/A

Subrecipient's Legal Name: City of West Covina

1444 W Garvey Ave S West Covina CA 91790

Main Administrative Office Address City State Zip Code

[Enter Address] [Enter City] [Enter State] [Enter Zip]

Mailing Address (if different from above) City State Zip Code

Ms. Roxanne Lerma Assistant City Manager 626-939-8401 [Enter] rlerma@westcovina.org

Prefix Authorized Representative Job Title Phone Number Ext. E-Mail Address

Ms. Vanessa Ibanez Community Services Coordinator 626-939-8769 [Enter] vibanez@westcovina.org

Prefix Project Manager Job Title Phone Number Ext. E-Mail Address

Mr. Kelly McDonald Public Services Manager 626-939-8494 [Enter] kmcDonald@westcovina.org

Prefix Budget Analyst Job Title Phone Number Ext. E-Mail Address

**PROGRAM FUNDING SUMMARY**

(A) SERVICE CATEGORY	(B) SUBAWARD SUM YEAR 4 (SSY4) (1)		(C) SUBRECIPIENT'S FUNDS (SF) (2)					(F) TOTAL FUNDING (B+C+D+E)	(G) UNIT RATE		
			(C) MATCH (3)		(D) NON-MATCH		(E) PROGRAM INCOME		(1) SSY4	(2) SF	(3) TOTAL FUNDING
			(1) CASH OTHER	(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH				
American Meals	\$ 222,790	\$ 20,260	\$ -	\$ -	\$ 48,932	\$ -	\$ 15,000	\$ 306,982	\$ 7.92	\$ 3.05	\$ 10.97
Grab and Go C-1 Meals	\$ 43,033	\$ 5,917	\$ 35,050	\$ -	\$ 1,917	\$ -	\$ -	\$ 85,917	\$ 7.92	\$ 1.68	\$ 9.60
Equipment (Purchases) (4)	\$ -	\$ -	\$ -		\$ -			\$ -			
Equipment (Other) (5)				\$ -		\$ -		\$ -			
Grand Total (6)	\$ 265,823	\$ 26,177	\$ 35,050	\$ -	\$ 50,849	\$ -	\$ 15,000	\$ 392,899			

**COUNTY USE ONLY**

Assigned Program Analyst:	Kwan Leo Yeung	Equipment Purchase(s) Approved by:	N/A
Assigned Contract Analyst:	Bernardo Franco		
Budget Reviewed and Approved by:	Bernardo Franco	Date:	8/3/2023

**NOTE:**

(1) The SSY4 for each Service Category shall match the SSY4 Cash Other reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.

(2) The SF for each Service Category shall match the SF reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary) for each Service Category.

(3) The minimum required total mach is twelve percent (12%) of SSY4.

(4) Funding Amount for Equipment (Purchase(s)) reflected under SSY4 and SF shall match the Equipment (Purchase(s)) Funding Amount reflected in Exhibit X1 (Mandated Program Services), Section I (Units of Service Summary).

Program Services:

CONGREGATE MEAL SERVICES

Fiscal Year:

2023-2024

Funding Type:

Older Americans Act Title III C-1

Supervisorial District:

One (1)

Subaward Number:

ENP202111

Amendment Number:

Eleven

Modification Number:

N/A

Subrecipient's Legal Name:

City of West Covina

I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY4	SF					(J) TOTAL FUNDING AMOUNT  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND		
DIRECT												
Rec Services Sup/Project Mgr	15%	\$ 5,511	12	\$ 9,920	\$ 9,920						\$ 9,920	\$0
Head Cook/Food Svcs Mgr/Site Mgr	100%	\$ 4,719	12	\$ 56,628	\$ 56,628						\$ 56,628	\$0
Assistant Cook (PT)	70%	\$ 2,029	12	\$ 17,047	\$ 17,047						\$ 17,047	\$0
Food Service Worker (PT)	70%	\$ 1,764	12	\$ 14,818	\$ 14,818						\$ 14,818	\$0
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												

# I. BUDGET DETAIL - PERSONNEL

(A) POSITION TITLE (1)	(B) % OF TIME ON PROGRAM (2)	(C) MONTHLY SALARY	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY4	SF					(J) TOTAL FUNDING AMOUNT  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
				(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(F+G+H+I)	(E - J)	
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
[Enter title]												
SUBTOTAL DIRECT PERSONNEL				\$ 98,413	\$ 98,413	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,413	\$0
Taxes	2.47%			\$ 2,431	\$ 2,431	(3)	(3)	(3)	(3)	(3)	\$ 2,431	\$0
Benefits	30.00%			\$ 29,524	\$ 29,524	(4)	(4)	(4)	(4)	(4)	\$ 29,524	\$0
TOTAL DIRECT PERSONNEL				\$ 130,367	\$ 130,367	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,367	\$0
INDIRECT												
Indirect Costs (Personnel)				\$ 44,400	\$ 13,036	[Complete as needed]	[Complete as needed]	\$ 31,364	[Complete as needed]	[Complete as needed]	\$ 44,400	\$0
Do indirect costs exceed the ten percent (10%) maximum?						No						
GRAND TOTAL												
GRAND TOTAL PERSONNEL				\$ 174,767	\$ 143,403	\$ -	\$ -	\$ 31,364	\$ -	\$ -	\$ 174,767	\$0

## NOTE:

(1): Enter the title of each position. List all mandatory staffing positions noted in Exhibit A (Statement of Work). If a mandatory position is performed by staff under a different position/payroll title then list both the position title noted in Exhibit A (Statement of Work) and the payroll title (e.g., Project Director/Recreation Director).

(2): If an individual's time is allocated to multiple Program Services, that individual's time shall not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(3): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for taxes.

(4): Enter the amount of funding that Subrecipient will use to fund any portion of the total cost for benefits.

(5): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY4 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

**Program Services:** CONGREGATE MEAL SERVICES  
**Fiscal Year:** 2023-2024  
**Funding Type:** Older Americans Act Title III C-1  
**Supervisory District:** One (1)  
**Subaward Number:** ENP202111  
**Amendment Number:** Eleven **Modification Number:** N/A  
**Subrecipient's Legal Name:** City of West Covina

## II. BUDGET DETAIL - VOLUNTEERS

(A) POSITION TITLE	(B) NUMBER OF POSITIONS	(C) % OF TIME ON PROGRAM (1)	(D) MONTHLY SALARY EQUIVALENT	(E) NO. OF MONTHS	(F) TOTAL SALARY EQUIVALENT  (B*C*D*E)	SF		(I) TOTAL IN-KIND  (G + H)	(J) VARIANCE  (F - I)	
						(G) MATCH (2)	(H) NON-MATCH			
						(1) IN-KIND	(1) IN-KIND			
DIRECT										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
[Enter title]										
TOTAL DIRECT VOLUNTEERS						\$ -	\$ -	\$ -	\$ -	\$0
INDIRECT										
Indirect Costs (Volunteers)					[Complete as needed]	[Complete as needed]	[Complete as needed]			
GRAND TOTAL										
GRAND TOTAL VOLUNTEERS						\$ -	\$ -	\$ -	\$ -	\$0

### NOTE:

(1): If an individual's time is allocated to multiple Program Services, that individual's time shall not exceed 100% when his/her time is totaled for Congregate Meal Services, Home-Delivered Meal Services, and Telephone Reassurance Services.

(2): When using volunteer services as an in-kind match to meet the minimum required match, this in-kind match shall not exceed more than fifty percent (50%) of the minimum required match. For example, if volunteer services total \$2,000 and the minimum required match is \$1,500 then a maximum of \$750 of volunteer services will count toward meeting the minimum required match. Additionally, Subrecipient does not have to change the amount of volunteer services reflected as in-kind match since only a portion of it may be counted toward meeting the minimum required match. Using the previous example, Subrecipient may reflect \$2,000 (as opposed to \$750) as in-kind match for volunteer services but only \$750 of this amount will be counted toward meeting the minimum required match.

**Program Services:** CONGREGATE MEAL SERVICES  
**Fiscal Year:** 2023-2024  
**Funding Type:** Older Americans Act Title III C-1  
**Supervisory District:** One (1)  
**Subaward Number:** ENP202111  
**Amendment Number:** Eleven **Modification Number:** N/A  
**Subrecipient's Legal Name:** City of West Covina

### III. BUDGET DETAIL - VOLUNTEER EXPENSES

(A) DESCRIPTION	(B) UNIT COST	(C) NUMBER OF UNITS	(D) NO. OF MONTHS	(E)	(F) SSY4	SF					(J)	(K)
				TOTAL COSTS		(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME	TOTAL FUNDING	VARIANCE
				(B*C*D)	(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH	(F+G+H+I)	(E - J)
DIRECT												
Training												
Mileage (Cost/Mile) (1)												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
[Enter description of other expenses]												
TOTAL DIRECT VOLUNTEER EXPENSES				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
INDIRECT												
Indirect Costs (Volunteer Expenses)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL VOLUNTEER EXPENSES				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

#### NOTE:

(1) Effective January 1, 2023, County's approved mileage rate is \$0.615 per mile and State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY4 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

Program Services:	CONGREGATE MEAL SERVICES												
Fiscal Year:	2023-2024												
Funding Type:	Older Americans Act Title III C-1												
Supervisory District:	One (1)												
Subaward Number:	ENP202111												
Amendment Number:	Eleven						Modification Number: N/A						
Subrecipient's Legal Name:	City of West Covina												

IV. BUDGET DETAIL - LOWER TIER SUBAWARDS/SUBCONTRACTS FOR CATERED FOOD

(A) LOWER TIER SUBRECIPIENT'S/ SUBCONTRACTOR'S NAME (1)	(B) SERVICE CATEGORY	(C) UNIT COST	(D) NO. OF UNITS	(E) NO. OF MONTHS	(F) TOTAL COSTS  (C*D*E)	(G) SSY4		SF					(K) TOTAL FUNDING  (G+H+I+J)	(L) VARIANCE  (F - K)
								(H) MATCH		(I) NON-MATCH		(J) PROGRAM INCOME		
						(1) CASH OTHER	(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT														
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
[Enter caterer's name]	Select Description													
TOTAL DIRECT LOWER TIER SUBAWARDS/ SUBCONTRACTS FOR CATERED FOOD					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
INDIRECT														
Indirect Costs (Lower Tier Subawards/Subcontracts for Catered Food)						(2)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?														
GRAND TOTAL														
GRAND TOTAL LOWER TIER SUBAWARDS/ SUBCONTRACTS FOR CATERED FOOD					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

NOTE:

(1): Use this Budget Detail to report lower tier subawards/subcontracts with caterers by entering the name of the caterer. The information provided herein shall be included in Exhibit Y (List of Lower Tier Subawards). Subrecipient shall obtain prior written approval from County before executing lower tier subaward(s).

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column G (SSY4 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).



**Program Services:** CONGREGATE MEAL SERVICES  
**Fiscal Year:** 2023-2024  
**Funding Type:** Older Americans Act Title III C-1  
**Supervisory District:** One (1)  
**Subaward Number:** ENP202111  
**Amendment Number:** Eleven **Modification Number:** N/A  
**Subrecipient's Legal Name:** City of West Covina

**V. BUDGET DETAIL - RAW FOOD**

(A) SERVICE CATEGORY	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY4		(G)					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)				
							(H)		(I)		(1) CASH OTHER			(2) CASH NSIP	(1) CASH	(2) IN-KIND	(1) CASH
					(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME								
DIRECT																	
American Meals	\$ 3.52	2,200	12	\$ 93,033	\$ 49,287	\$ 26,177			\$ 17,569			\$ 93,033	\$0				
Grab and Go C-1 Meals	\$ 9.60	694	12	\$ 80,000	\$ 43,033		\$ 35,050		\$ 1,917			\$ 80,000	\$0				
TOTAL DIRECT RAW FOOD				\$ 173,033	\$ 92,320	\$ 26,177	\$ 35,050	\$ -	\$ 19,486	\$ -	\$ -	\$ 173,033	\$0				
INDIRECT																	
Indirect Costs (Raw Food)					(1)		[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]						
Do indirect costs exceed the ten percent (10%) maximum?																	
GRAND TOTAL																	
GRAND TOTAL RAW FOOD				\$ 173,033	\$ 92,320	\$ 26,177	\$ 35,050	\$ -	\$ 19,486	\$ -	\$ -	\$ 173,033	\$0				

**NOTE:**  
 (1): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY4 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

**Program Services:** CONGREGATE MEAL SERVICES

**Fiscal Year:** 2023-2024

**Funding Type:** Older Americans Act Title III C-1

**Supervisory District:** One (1)

**Subaward Number:** ENP202111

**Amendment Number:** Eleven
**Modification Number:** N/A

**Subrecipient's Legal Name:** City of West Covina

**VI. BUDGET DETAIL - SPACE**

(A) NAME OF LOCATION AND DESCRIPTION	(B) UNIT COST (1)	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY4  (1) CASH OTHER	SF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
[Enter name and description]												
TOTAL DIRECT SPACE				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
INDIRECT												
Indirect Costs (Space)					(2)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
GRAND TOTAL												
GRAND TOTAL SPACE				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**

(1): Please submit supporting documentation with this Budget for any unit cost, which exceeds \$2.00 per square foot, that will be supported by the SSY4.

(2): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY4 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

**Program Services:** CONGREGATE MEAL SERVICES  
**Fiscal Year:** 2023-2024  
**Funding Type:** Older Americans Act Title III C-1  
**Supervisorial District:** One (1)  
**Subaward Number:** ENP202111  
**Amendment Number:** Eleven **Modification Number:** N/A  
**Subrecipient's Legal Name:** City of West Covina

**VII. BUDGET DETAIL - EQUIPMENT**

(A) DESCRIPTION (1)	(B) EQUIPMENT TYPE (2) or (3)	(C) UNIT COST	(D) NO. OF UNITS	(E) TOTAL COSTS  (C*D)	(F) SSY4	SF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND		
DIRECT												
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
[Enter description]	Select											
GRAND TOTAL												
TOTAL DIRECT EQUIPMENT				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0

**NOTE:**  
 (1) County's approval of Subrecipient's Budget does not constitute approval for Subrecipient to purchase the Equipment/Asset. Prior approval is needed for all computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones) as well as all portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drive and portable hard drives), and/or when Subrecipient will use \$500 or more of the SSY4 to purchase the Equipment/Asset.

Subrecipient shall obtain prior written approval from County at least thirty (30) days in advance of the date/time that Subrecipient intends to purchase the Equipment using SSY4 and no later than March 31st of the Fiscal Year. Equipment must be ordered or purchased no later than May 31st of the Fiscal Year.

Subrecipient must submit a minimum of three (3) bids when requesting approval for Equipment that is \$500 or more.

Subrecipient must ensure that the description and amount of the Equipment purchase(s) on the Budget are the same as the actual item(s) purchased.

The Grand Total Equipment purchase amount reflected under column (F) SSY4 shall match the total equipment amount reflected in the Mandated Program Services Section I (Service Unit Summary).

(2) Purchase includes any equipment that Subrecipient intends to purchase. Subrecipient shall report this using any combination of SSY4, Match Cash, and Non-match Cash.

(3) Other includes any equipment (except for leased equipment) which is not purchased by Subrecipient (e.g. donated items). Subrecipient shall report this using any combination of Match In-kind and/or Non-match In-kind.

**Program Services:** CONGREGATE MEAL SERVICES  
**Fiscal Year:** 2023-2024  
**Funding Type:** Older Americans Act Title III C-1  
**Supervisory District:** One (1)  
**Subaward Number:** ENP202111  
**Amendment Number:** Eleven **Modification Number:** N/A  
**Subrecipient's Legal Name:** City of West Covina

**VIII. BUDGET DETAIL - OTHER COSTS**

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E)	(F)	SF					(J)	(K)
				TOTAL COSTS	SSY4	(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME	TOTAL FUNDING	VARIANCE
				(B*C*D)	(1) CASH OTHER	(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
DIRECT												
Materials and Supplies (2 CFR 200.453 & 45 CFR 75.453)	\$ 212.50	10	12	\$ 25,500	\$ 25,500						\$ 25,500	\$0
Lease (Equipment) (2 CFR 200.465 & 45 CFR 75.465) (3) 8	\$ 300.00	1	12	\$ 3,600	\$ 3,600						\$ 3,600	\$0
Maintenance and Repairs (2 CFR 200.452 & 45 CFR 75.452)	\$ 833.33	1	12	\$ 10,000						\$ 10,000	\$ 10,000	\$0
Professional Services (2 CFR 200.459 & 45 CFR 75.459)	\$ 500.00	1	12	\$ 6,000	\$ 1,000					\$ 5,000	\$ 6,000	\$0
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												
Select Description (2) (3) (4) (5)												

(A) DESCRIPTION (1)	(B) UNIT COST	(C) NO. OF UNITS	(D) NO. OF MONTHS	(E) TOTAL COSTS  (B*C*D)	(F) SSY4  (1) CASH OTHER	SF					(J) TOTAL FUNDING  (F+G+H+I)	(K) VARIANCE  (E - J)
						(G) MATCH		(H) NON-MATCH		(I) PROGRAM INCOME		
						(1) CASH	(2) IN-KIND	(1) CASH	(2) IN-KIND	(1) CASH		
Select Description (2) (3) (4) (5)												
(6)												
(6)												
(6)												
(6)												
<b>TOTAL DIRECT OTHER COSTS</b>				<b>\$ 45,100</b>	<b>\$ 30,100</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ 45,100</b>	<b>\$0</b>
<b>INDIRECT</b>												
Indirect Costs (Other Costs)					(7)	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]	[Complete as needed]		
Do indirect costs exceed the ten percent (10%) maximum?												
<b>GRAND TOTAL</b>												
<b>GRAND TOTAL OTHER COSTS</b>				<b>\$ 45,100</b>	<b>\$ 30,100</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ 45,100</b>	<b>\$0</b>

**NOTE:**

(1): Allowable costs are identified in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 and Title 45 Code of Federal Regulations (CFR) Part 75.

(2): Subrecipient shall obtain prior written approval from County if utilizing SSY4 for Conferences.

(3): Subrecipient shall provide the following information to your assigned Contract Analyst: (a) Kind of equipment, (b) Indicate whether the equipment lease is program specific or a shared cost, (c) If a shared cost, provide the cost distribution methodology for County review and (d) Length of the lease.

(4): Effective January 1, 2023, County's approved mileage rate is \$0.615 per mile and State's mileage rate is available online at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement for mileage shall not exceed the lesser of County's rate and State's rate.

(5): Subrecipient shall obtain prior written approval from County if utilizing SSY4 for Travel (Other) review.

(7): The maximum reimbursable amount allowable for indirect costs is ten percent (10%) of Subrecipient's modified total direct cost reflected under Column F (SSY4 Cash Other). Indirect costs in excess of the ten percent (10%) maximum may be budgeted as a match in-kind contribution and used to meet the match requirement (subject to County's prior written approval).

**8) Per Agency lease is for a dishwasher. Lease term is 1 year.**

IX. BUDGET SUMMARY

(A)	(B)	(C)	(D)
-----	-----	-----	-----

---

**IX. BUDGET SUMMARY**

(A) COST CATEGORIES			(B) COSTS (1)	(C) FUNDING CATEGORIES		(D) FUNDING (1)	
			(1) Total Budgeted Costs			(1) Total Budgeted Costs	
INDIRECT							
10	Personnel	Cash Other (SSY4)	\$ 13,036	6	SSY4	Cash Other (SSY4)	\$ 13,036
		Cash (SF)	\$ 31,364				
		In-Kind (SF)	\$ -				
11	Volunteers	In-Kind (SF)	\$ -				
		Cash Other (SSY4)	\$ -				
		Cash (SF)	\$ -				
12	Volunteer Expenses	In-Kind (SF)	\$ -				
13	Lower Tier Subawards/Subcontracts for Catered Food	Cash Other (SSY4)	\$ -	7	Match	Cash (SF)	\$ -
		Cash (SF)	\$ -			In-Kind (SF)	\$ -
		In-Kind (SF)	\$ -				
14	Raw Food	Cash Other (SSY4)	\$ -	8	Non-Match	Cash (SF)	\$ 31,364
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
15	Space	Cash Other (SSY4)	\$ -			In-Kind (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
16	Other Costs	Cash Other (SSY4)	\$ -	9	Program Income	Cash (SF)	\$ -
		Cash (SF)	\$ -				
		In-Kind (SF)	\$ -				
17	Subtotal Indirect Costs	Cash Other (SSY4)	\$ 13,036	10	Subtotal Funding for Indirect Costs	Cash Other (SSY4)	\$ 13,036
		Cash (SF)	\$ 31,364			Cash (SF)	\$ 31,364
		In-Kind (SF)	\$ -			In-Kind (SF)	\$ -
Variance (Costs-Funding)		Cash					
		In-Kind					
GRAND TOTAL							
20	Total Costs	Cash Other (SSY4)	\$ 265,823	11	Total Funding	Cash Other (SSY4)	\$ 265,823
		Cash NSIP (SSY4)	\$ 26,177			Cash NSIP (SSY4)	\$ 26,177
		Cash (SF)	\$ 100,900			Cash (SF)	\$ 100,900
		In-Kind (SF)	\$ -			In-Kind (SF)	\$ -
21	GRAND TOTAL COSTS		\$ 392,900	12	GRAND TOTAL FUNDING		\$ 392,900
Variance (Costs-Funding)				\$0			
Subrecipient meets minimum match requirement.				Match Met			

**NOTE:**

(1): Costs and Funding shall match.

**EXHIBIT X1 (MANDATED PROGRAM SERVICES)  
AMENDMENT 11 {FY 2023-24 BASELINE FUNDING}**

Program Services:	Congregate Meal Services		
Fiscal Year:	2023-2024		
Funding Type:	Older Americans Act Title III C-1		
Supervisory District:	One		
Subaward Number:	ENP202111		
Amendment Number:	Eleven	Modification Number:	N/A
Subrecipient's Legal Name:	City of West Covina		

1444 W Garvey Ave S	West Covina	CA	91790
Main Administrative Office Address	City	State	Zip Code

[Enter Address]	[Enter City]	CA	[Enter Zip]
Mailing Address (if different from above)	City	State	Zip Code

Ms.	Roxanne Lerma	Assistant City Manager	626-939-8401	[Enter]	rlerma@westcovina.org
Prefix	Authorized Representative	Job Title	Phone Number	Ext.	E-Mail Address

Ms.	Vanessa Ibanez	Recreation Services Coordinator	626-939-8769	[Enter]	vibanez@westcovina.org
Prefix	Project Manager	Job Title	Phone Number	Ext.	E-Mail Address

Ms.	Kelly McDonald	Public Services Manager	626-939-8494	[Enter]	kmcdonald@westcovina.org
Prefix	Budget Analyst	Job Title	Phone Number	Ext.	E-Mail Address

COUNTY USE ONLY			
Assigned Program Analyst:	Kwan Leo Yeung		
Assigned Contract Analyst:	Bernardo Franco		
MPS Reviewed and Approved by:	Kwan Leo Yeung	Date:	8/7/2023



Program Services: Congregate Meal Services  
 Fiscal Year: 2023-2024  
 Funding Type: Older Americans Act Title III C-1  
 Supervisorial District: One  
 Subaward Number: ENP202111  
 Amendment Number: Eleven Modification Number: N/A  
 Subrecipient's Legal Name: City of West Covina

**I. UNITS OF SERVICE SUMMARY**

(A) SERVICE CATEGORY	(B) FUNDING SOURCE	(C) UNITS OF SERVICE (3)	(D) UNIT RATE (2)	(E) FUNDING AMOUNT (5)	(F) NO. OF UNDUPLICATED CLIENTS (1)
American Meals	SSY4 (6) (Cash Other)	28,535	\$ 7.21	\$ 205,740	1100
	SSY4 (Cash NSIP)	28,535	\$ 0.71	\$ 20,260	
	Subtotal SSY4 (Cash Other and Cash NSIP)		\$ 7.92	\$ 226,000	
	SF (7) (Cash and In-Kind)	28,535	\$ 3.05	\$ 86,899	
	Total (4)	1,100	\$ 10.97	\$ 312,899	
Grab And Go C-1 Meals	SSY4 (6) (Cash Other)	8,333	\$ 7.21	\$ 60,083	
	SSY4 (Cash NSIP)	8,333	\$ 0.71	\$ 5,917	
	Subtotal SSY4 (Cash Other and Cash NSIP)		\$ 7.92	\$ 66,000	
	SF (7) (Cash and In-Kind)	8,333	\$ 1.68	\$ 14,000	
	Total (4)	1,100	\$ 9.60	\$ 80,000	
Equipment (Purchases) (8)				[Enter Approved Amount]	
Equipment (Other) (9)				[Enter Amount]	
GRAND TOTAL SERVICES/FUNDING		1,100		\$ 392,899	-

**NOTE:**

(1) Please Enter the total number of unduplicated clients that will be served by your agency. Unduplicated clients are individuals who meet the eligibility requirements outlined in Exhibit A (Statement of Work). These individuals are counted only once within a FY for reporting purposes.

(2) Please Enter the Unit Rates: a) for SSY4 (Cash Other) and for SSY4 (Cash NSIP) (i.e., approved rate to be reimbursed by County as reflected in the funding allocation letter) and b) for SF (amount of Match, Non-Match, and Program Income - reflected as a rate - that will be funded by Subrecipient for the Services).

(3) Please enter the number of Units for each Service Category to be provided using SSY4 (Cash Other), SSY4 (Cash NSIP), and SF.

(4) The Total Unduplicated Units for each Service Category under column (C) Units of Service shall match the corresponding Total Units reflected in Sections II, III, and IV (Services by Month) column (P) Total.

(5) The Total and Grand Total amounts under column (E) Funding Amount shall match the Total and Grand Total amounts reflected in Exhibit W1 (Budget) (cover page) column (F) Total Funding.

(6) SSY4: Subaward Sum Year 3

(7) SF: Subrecipient's Funds

(8) Enter the approved amount of equipment purchase(s) that is reflected in Exhibit W1 (Budget).

(9) Enter the amount of equipment (other) that is reflected in Exhibit W1 (Budget).

Program Services: Congregate Meal Services  
 Fiscal Year: 2023-2024  
 Funding Type: Older Americans Act Title III C-1  
 Supervisorial District: One  
 Subaward Number: ENP202111  
 Amendment Number: Eleven Modification Number: N/A  
 Subrecipient's Legal Name: City of West Covina

## II. SERVICES BY MONTH - AMERICAN MEALS

(A) LINE NO.	(B) SITE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1	West Covina	1,100	2,377	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	28,535
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
Grand Total		1,100	2,377	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	2,378	28,535

### NOTE:

(1) The Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total.

Program Services: Congregate Meal Services  
 Fiscal Year: 2023-2024  
 Funding Type: Older Americans Act Title III C-1  
 Supervisorial District: One  
 Subaward Number: ENP202111  
 Amendment Number: Eleven Modification Number: N/A  
 Subrecipient's Legal Name: City of West Covina

## II. SERVICES BY MONTH - GRAB AND GO MEALS

(A) LINE NO.	(B) SITE NAME	(C) NO. OF UNDUP. CLIENTS	(D) JUL	(E) AUG	(F) SEP	(G) OCT	(H) NOV	(I) DEC	(J) JAN	(K) FEB	(L) MAR	(M) APR	(N) MAY	(O) JUN	(P) TOTAL (1)
1	West Covina	1,100	694	694	694	694	694	694	694	695	695	695	695	695	8,333
2															0
3															0
4															0
5															0
6															0
7															0
8															0
9															0
10															0
11															0
12															0
13															0
14															0
15															0
Grand Total		1,100	694	694	694	694	694	694	694	695	695	695	695	695	8,333

### NOTE:

(1) The Grand Total Units under column (P) Total shall match the Total reflected in Section I (Units of Service Summary) column (C) Units of Service Total.

## EXHIBIT Y (LIST OF LOWER TIER SUBAWARDS)

**Subrecipient's Legal Name:** \_\_\_\_\_

**Subaward Number:** \_\_\_\_\_

Select the certification below that is applicable to Subrecipient's use of Lower Tier Subrecipient(s)/Lower Tier Subaward(s):

☐ Subrecipient intends to use Lower Tier Subrecipient(s)/Lower Tier Subaward(s) to provide Program Services (details are provided in the chart below).

☐ Subrecipient will not use Lower Tier Subrecipient(s)/Lower Tier Subaward(s) to provide Program Services.

Lower Tier Subrecipient				Description of Services to be Performed
	Legal Name	Address	Contact Person's Name and Phone Number	
1.				
2.				
3.				

If you need to report additional Lower Tier Subrecipients, use this Exhibit T and include page numbers on each completed Exhibit T as follows: Page 1 of X, Page 2 of X, Page 3 of X, etc. (where 'X' represents the total number of completed forms).

Page \_\_\_\_\_ of \_\_\_\_\_

**BOARD OF SUPERVISORS**

Hilda L. Solis  
Holly J. Mitchell  
Lindsey P. Horvath  
Janice Hahn  
Kathryn Barger

**EXECUTIVE LEADERSHIP**

Dr. Laura Trejo  
*Director*  
  
Lorenza C. Sánchez  
*Chief Deputy*  
  
Jose R. Perez  
*Administrative Deputy II*  
  
Anna Avdalyan  
*Assistant Director*

**GET IN TOUCH**

510 S. Vermont Avenue  
Los Angeles, CA 90020  
ad.lacounty.gov  
[info@ad.lacounty.gov](mailto:info@ad.lacounty.gov)

**Aging & Adult Information &  
Assistance Line:**  
(800) 510-2020  
**Report Elder Abuse:**  
(877) 477-3646  
**Community & Senior Centers:**  
(800) 689-8514  
**Disability Information &  
Access Line:**  
(888) 677-1199



**Revised 7/31/2023**

June 15, 2023

City of West Covina  
Attention: Mr. David Carmany  
1444 Garvey South  
West Covina, CA 90247

**FISCAL YEAR 2023-24 BASELINE FUNDING ALLOCATION  
FOR ELDERLY NUTRITION PROGRAM SERVICES**

Dear Mr. Carmany:

Los Angeles County Aging and Disabilities Department (County) intends to amend City of West Covina's (Subrecipient's) Elderly Nutrition Program (ENP) Subaward. The Subaward Amendment information is outlined below:

- Purpose: Subrecipient shall utilize baseline funding to provide defined and contracted ENP Older Americans Act (OAA) Title III C-1 Services during Fiscal Year (FY) 2023-24.
- Subaward Number: ENP202111
- Amendment Number: Eleven
- Subaward Term: July 1, 2023 through June 30, 2024
- Total Funding Allocation: \$292,000
- Period Funds are available for use (Subject to execution of Amendment): July 1, 2023 through June 30, 2024
- Service Area: Supervisorial District 1
- Funding Source(s) and Service Category(ies) are as follows:

FY 2023-24 Baseline Funding Allocation  
Elderly Nutrition Program  
City of West Covina  
Page 2

Funding Source	Service Category	Unit Rate	NSIP Rate	Total Unit Rate	Allocation Amount
OAA Title III C-1	American Meals	\$7.21	\$0.71	\$7.92	\$292,000 <sup>1</sup>
	Grab and Go C-1	\$7.21	\$0.71	\$7.92	
	Ethnic Meals				
Subaward Sum Year 4 (SSY4)					\$292,000

<sup>1</sup> Complete one (1) budget and one (1) MPS for each Allocation Amount.

If you have any questions, please contact Irma Panosian of my staff by phone or e-mail as follows: (323)336-5426 or [ipanosian@ad.lacounty.gov](mailto:ipanosian@ad.lacounty.gov).

Thank you.

*Carol Domingo*

Carol Domingo, Program Manager  
Contracts Management Division



**LOS ANGELES COUNTY AGING & DISABILITIES DEPARTMENT**  
**AREA AGENCY ON AGING**  
**ELDERLY NUTRITION PROGRAMS**  
**APPROVED CATERERS, FY 2023-24**

1	<u>Revolution Foods</u> 5743 Smithway Street, Ste 103 Commerce, CA 90040 Contact: Robert Camarena 323-838-5555 Fax: 323-838-5419 Cell: 909-289-8900 Revolutionfoods.com Frozen Meals	2	<u>Bonne Bouffe Catering</u> 1521 Venice Blvd Venice, CA 90291 Contact: Erica Moore 310-629-7423 <a href="mailto:bbcatering@earthlink.net">bbcatering@earthlink.net</a>
3	<u>Everytable</u> 3305 E. Vernon Avenue Vernon, CA 90058 Contact: Clare Fox <a href="mailto:clare@everytable.com">clare@everytable.com</a> 818-325-5872	4	<u>GA Foods</u> <i>Main Office:</i> 12200 32 Court North St. Petersburg, FL 33716 Contact: Kenn LoBianco, Jr. Cell: 323-207-7803 800-852-2211 ext. 459 Lobianco.kennjr@GAFoods.com
5	<u>Hirsh Family Kosher Kitchen</u> 338 N. Fairfax Los Angeles, CA 90036 Contact: Siri Perlman, RD (JFS) <a href="mailto:sperlman@jfsla.org">sperlman@jfsla.org</a> Hugo Perez, Food Service Manager <a href="mailto:hperez@jfsla.org">hperez@jfsla.org</a> 323-937-5843 (JFS) 323-937-6560 (Kitchen) Fax: 323-934-0540 Kosher hot and frozen meals	6	<u>Huntington Culinary, Inc. – On-site caterer at South El Monte</u> 7071 Warner Ave, Suite F-714 Huntington Beach, CA 92647 On site Address: 1556 Central Ave South El Monte, CA 91733 Contact: Carroll Klett <a href="mailto:Carroll@hcifood.com">Carroll@hcifood.com</a> 714-231-8782 Fax: 928222-9618 American-style meals
7	<u>Langlois Fancy Frozen Foods, Inc.</u> 2975 Laguna Canyon Rd. Laguna Beach, CA 92651 949-497-1741 Fax: 949-497-4739	8	<u>Project Angel Food</u> 922 Vine Street Los Angeles, CA 90038 Contact: Don Macaulay Sr. Director, Operations & Administration 323-845-1800 x222 <a href="mailto:dmacaulay@angelfood.org">dmacaulay@angelfood.org</a> Alyssa Baldino/ <a href="mailto:abaldino@angelfood.org">abaldino@angelfood.org</a> John Gordon/Exec Chef 323-845-1800x204 <a href="mailto:jgordon@angelfood.org">jgordon@angelfood.org</a> Hot and Frozen Meals

9	<u>Rolling Wok Restaurant</u> 1609 South San Gabriel Blvd. San Gabriel, CA 91776 Contact: Mingling (Tony) Wang <a href="mailto:RollingWok91776@gmail.com">RollingWok91776@gmail.com</a> 626-435-5223 Fax: 323-464-2399 Chinese-style meals	10	<u>St. Vincent Senior Nutrition Program</u> 2303 Miramar St. Los Angeles, CA 90057 Contact: Veronica Dover <a href="mailto:vdover@stvincentmow.org">vdover@stvincentmow.org</a> 213-484-7775 Fax: 213-484-7276 American-style meals Danny Franco: <a href="mailto:dfranco@stvincentmow.org">dfranco@stvincentmow.org</a> Kathy Sato: <a href="mailto:ksato@stvincentmow.org">ksato@stvincentmow.org</a> Julio Sagustume: <a href="mailto:jsagastume@stvincentmow.org">jsagastume@stvincentmow.org</a>
11	<u>Tender Loving Care</u> 544-C Finney Court Gardena, CA 90248 Contact: Becky Cho <a href="mailto:kobecky59@gmail.com">kobecky59@gmail.com</a> 213-434-1113 American and Korean-style meals	12	<u>Trio Community Meals – Azusa On-site Caterer</u> Contact: Joel Medina <a href="mailto:joel.medina@triocommunitymeals.com">joel.medina@triocommunitymeals.com</a> Contact: Carlos Giese: <a href="mailto:Carlos.giese@triocommunitymeals.com">Carlos.giese@triocommunitymeals.com</a> Contact: Miguel Gomez <a href="mailto:Miguel.gomez@triocommunitymeals.com">Miguel.gomez@triocommunitymeals.com</a> Azusa Senior Center: 740 N. Dalton Ave Azusa, CA 91702
13	<u>Trio Community Meals – Glendale On-site Caterer</u> Glendale Adult Recreation Center: 201 E. Colorado Glendale, CA 91205 Contact: Trio Community Meals – Long Beach Contact: Joel Medina <a href="mailto:joel.medina@triocommunitymeals.com">joel.medina@triocommunitymeals.com</a>	14	<u>Trio Community Meals – Huntington Park</u> 3355 E Gage Ave. Huntington Park, CA 90255 Contact: Joel Medina <a href="mailto:joel.medina@triocommunitymeals.com">joel.medina@triocommunitymeals.com</a> Contact: Jose Vargas <a href="mailto:Jose.vargas@triocommunitymeals.com">Jose.vargas@triocommunitymeals.com</a> 562-218-2813 American-style meals



15	<u>Trio Community Meals - Inglewood On-site Caterer</u> 111 No. Locust Street Inglewood. CA 90301 Contact: Hector Ortega <a href="mailto:hector.ortega@triocommunitymeals.com">hector.ortega@triocommunitymeals.com</a> Inglewood Nutrition Director: Bharat (Baz) Devlia <a href="mailto:bdevlia@cityofinglewood.org">bdevlia@cityofinglewood.org</a> 310-412-4360 American-style meals	16	<u>Trio Community Meals – North Hills Culinary Center</u> 8329 De Celis Place North Hills, CA 91343 Contact: Carlos Giese: <a href="mailto:Carlos.giese@triocommunitymeals.com">Carlos.giese@triocommunitymeals.com</a> 818-895-1161 Fax: 818-895-1177 American-style meals
17	<u>Trio Community Meals – Paramount On-site Caterer</u> 14400 Paramount Blvd. Paramount, CA 90723 Site: 562-220-2090 Joel Medina <a href="mailto:joel.medina@triocommunitymeals.com">joel.medina@triocommunitymeals.com</a> American-style meals		



## AGENDA STAFF REPORT

---

City of West Covina | Office of the City Manager

**DATE:** September 5, 2023

**TO:** Mayor and City Council

**FROM:** Paulina Morales  
Acting City Manager

**SUBJECT:** APPROVAL OF PURCHASE ORDER FOR FORD FLEET CARE

---

### RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the Acting City Manager to issue a purchase order to Ford Fleet Care utilizing the Sourcewell Cooperative Purchasing Agreement for Fiscal Year 2023-2024.
2. Authorize the Acting City Manager to execute any purchase order change orders within the FY2023-24 budget for Fund 365, Fleet Management.

### BACKGROUND:

In January of 2017, the City began using Ford Fleet Care, a credit line through Ford Motor Company that can be used at any Ford dealership for parts and service. Because the City fleet consists of mostly Ford vehicles that are still covered under manufacturer's warranty, the vehicles must go to an authorized Ford dealer for repair.

Dealerships that bill through Ford Fleet Care can repair most of the City's Ford and non-Ford vehicles. The City Fleet consists of 72 non-Ford Vehicles and 130 Ford Vehicles. Most of the City's Fleet Vehicles are Police and Public Services Department vehicles. The City uses various Ford vendors for City fleet repairs (i.e., Performance Ford of West Covina, Puente Hills Ford and Ken Grody Ford).

### DISCUSSION:

The City participates in the various programs offered through the Sourcewell Cooperative Purchasing Agreement with Ford (#101520-FMXC expiring 12/14/2024) that includes the Ford Pro National Parts Discount Program and Ford Fleet Advantage Program that provides the ability to purchase vehicles at the fleet discount rate. The City utilizes Ford Fleet Care to self-manage its fleet of vehicles with monthly single consolidated invoices replacing the multiple repair orders or part invoices, ensuring that all discounts are applied. This service is available for fleets of Ford, Lincoln and Mercury vehicles, as well as non-Ford vehicles and trailers through Ford and Lincoln Dealerships and Quick Lane Tire & Auto Centers throughout the United States and Canada.

The City's Fleet is aging and there are only 48 vehicles that are still under warranty. This fact and the increased costs for parts and labor has significantly increased the cost to the City for basic vehicle maintenance.

The table below shows expenditures for fleet auto repairs through Food Fleet Care:

FY19-20	\$195,509
FY20-21	\$170,551
FY21-22	\$293,603
FY22-23	\$405,166

For Fiscal 2023-24, staff is requesting that the City Council approve the purchase order for Ford Fleet Care not to exceed the budget allocation for vehicle repairs. The flexibility of utilizing the proposed cooperative purchasing agreement makes it in the best interest of the City and gives an economic advantage. Additionally, the agreement was competitively awarded using a process that complies with City policies, rules, and regulations.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed this report.

**OPTIONS:**

The City Council has the following options:

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

**Prepared by:** Renee M. G. Chavez

---

**Fiscal Impact**

**FISCAL IMPACT:**

Funds are budgeted for FY2023-24 under the Fleet Management fund, which is allocated back to departments as used. No additional appropriation is requested at this time.

Account No.	Account Name	FY2023-24 Budget
365.522.61.52.67.00.63.63290	Other Vehicle Sublet Repairs	\$502,000.00

---

**Attachments**

ATTACHMENT NO. 1 - FORD FLEET AGREEMENT

ATTACHMENT NO. 2. - FORD FLEET CARE BROCHURE

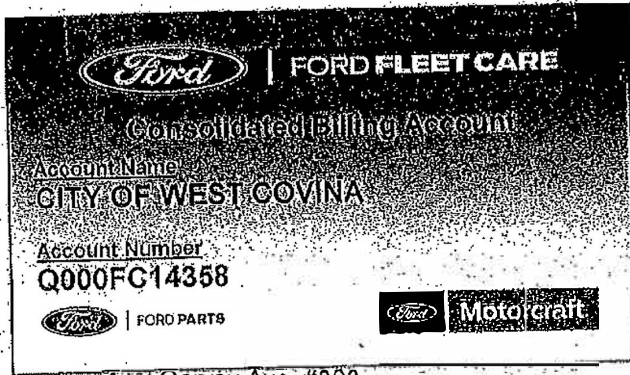
ATTACHMENT NO. 3. - SOURCEWELL COOPERATIVE AGREEMENT - FORD

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



FORD FLEET CARE

Ford Motor Company  
19855 W. Outer Drive  
Suite 500 E  
Dearborn, MI 48124



1444 W Garvey Ave. #308  
West Covina, CA 91790

#### FORD FLEET CARE ACCOUNT INFORMATION

**Fleet Code:** 014358/00000

**Parts Billing Code:** Q000FC14358

**Billing Credit Limit:** \$140,000.00

**90 Day 10% Discount Ends April 19, 2018**

Dear Mr. Martinez,

Congratulations and welcome to the Ford Fleet Care Program. With your enrollment, your company is now eligible to enjoy the benefits of consolidated billing. **PLUS your company will receive a 10% discount on parts and services billed within 90 days of program enrollment\*.**

\*10% discount will be applied for 90 days from program enrollment on services using Ford and Motorcraft brand parts and billed through Ford Fleet Care. Discount excludes tax. Offer is valid for new account enrollments only. This offer can't be combined with any other Ford Motor Company parts rebate or service discount offer. Offer valid in U.S. only. Void where prohibited. Ford Motor Company reserves the right to modify or cancel this offer without prior notice.

The program allows you the flexibility to visit a participating Ford and Lincoln Dealer or QuickLane Tire & Auto Center nationwide, and have all invoicing pass to you in a convenient monthly bill. In addition, enrollment includes access to a National Glass Program of over 4,000 vendors, as well as Enhanced Roadside Assistance. Details on all of our available support programs can be found in the enclosed literature as well as on line at [www.fleetcare.ford.com](http://www.fleetcare.ford.com).

If you haven't already made arrangements for electronic transactions, you may also want to review the information on our Electronic Billing and the Electronic Funds Transfer payment option. It provides a safe, fast payment method and may reduce per-transaction costs.

The Ford Fleet Care website is available to help you manage your account. Detailed business reports are available for accounts with a Ford Fleet Identification Number (FIN) and secure web single logon (WSL) ID. To review FIN requirements, or to apply, please select contact us at [www.fleetcare.ford.com](http://www.fleetcare.ford.com). You can use these reports for tracking and maintaining a history of your vehicle service repairs or parts purchases.

Program terms are outlined in the enclosed Ford Fleet Care Agreement Provisions. Please note service fees are applied to late payments, and disputes need to be submitted in writing within 30 days. Guidelines on disputing billing charges to your account can be viewed online; please refer to the agreement provisions or to "Billing Disputes - Frequently Asked Questions" at the information tab of the [www.fleetcare.ford.com](http://www.fleetcare.ford.com) site.

Ford Fleet Care is committed to sustaining your vehicle support needs. If you have any questions you can reach us at Ford Fleet Program Headquarters Monday – Friday, 8:30 am – 5:00 pm EST by dialing 800-367-3221 or by emailing us at [ffcadmin@ford.com](mailto:ffcadmin@ford.com).

**Don't delay, start saving 10% today!**

Ford Fleet Program Headquarters

FL 70A  
08/17/2016

## Ford Fleet Care Program Agreement

**DEFINITION OF FORD MOTOR COMPANY ("FORD") FORD FLEET CARE CONSOLIDATED BILLING AND PARTS PURCHASE PROGRAM.** Acceptance into the Ford Fleet Care Consolidated Billing and Parts Purchase Programs is at the sole discretion of Ford. Additional information (such as corporate, vendor or state forms) may be required prior to enrollment. Upon acceptance into the Ford Fleet Care Consolidated Billing Program or Ford Fleet Care Parts Purchase Program, Ford will establish a billing account and pay participating Ford or Lincoln dealerships, Quick Lane Tire & Auto Centers or any Ford authorized program service provider in the USA or Ford and Ford-Lincoln dealerships or Quick Lane Tire & Auto Centres in Canada (collectively referred to as "Ford Fleet Care Service Providers") for repair, maintenance service, parts or accessories, Ford Protect Extended Service Plans, Rotunda shop equipment, or Ford Fleet Training purchases on behalf of the approved fleet company ("Fleet Company") in accordance with the Ford Fleet Care Program Agreement provisions set out herein.

**WHERE TO GO FOR SERVICE OR PARTS PURCHASES.** All Ford Fleet Care Service Providers can perform repairs or maintenance services under the terms of the Ford Fleet Care Consolidated Billing Program. Parts may be purchased under the terms of the Ford Fleet Care Parts Purchase Program from all participating Ford or Lincoln dealerships in the USA or Ford and Ford-Lincoln dealerships in Canada. Certain parts or services may not be available for non-Ford vehicles. Motorcraft brand parts and fluids may be available from participating Ford Authorized Distributors.

**ELIGIBILITY AND AGREEMENT PERIOD.** Eligibility for the Ford Fleet Care Consolidated Billing Program is in effect from the issue date of the Ford Fleet Care Program acceptance letter, and is valid for the duration of the fleet company's enrollment in the Program. Eligibility for the Ford Fleet Care Parts Purchase Program is in effect from the issue date of the Parts Purchase membership card and is valid for the duration of the Fleet Company's enrollment in the Ford Fleet Care Parts Purchase Program. Enrollment for both programs is renewed annually with then current provisions, unless notified and agreed to otherwise. Ford Fleet Care billing services may not be used for non- Ford vehicle components and/or operating systems on vehicles not owned, leased and operated by the approved fleet company, including Ford Qualified Vehicle Modifiers.

### **PROGRAM CREDIT LIMIT AND MAXIMUM AUTHORIZED REPAIR AMOUNT.**

**Credit Limit:** A maximum credit limit will be established for the Fleet Company based on a credit history evaluation and vehicle enrollment. Credit limits may be adjusted (increased/decreased) based on program activity and vehicles enrolled. Services or purchases that exceed the Fleet Company's credit limit may result in suspension of Ford Fleet Care billing privileges. As a result, additional services or purchases may be denied until payment has been made. Requests for credit limit increase may be sent in writing to Ford Fleet Care Administration at the correspondence address identified below.

**Ford Fleet Care Consolidated Billing Program:** Should the total cost of repairs exceed the authorized limit, the Ford Fleet Care Service Provider will contact the Fleet Company for authorization, which shall be evidenced by the issuance of a purchase order or approval number, prior to proceeding with the repair. The authorization limit is set by the Fleet Company at the time of enrollment as Repair Prior Approval and generally will not exceed \$500.00. The authorization limit may be modified at Ford's sole discretion by submission of a written request to the correspondence address below at a later date. Repairs that are less than the authorization limit are deemed to be authorized repairs. The Fleet Company is responsible for payment of all authorized repairs.

**Ford Fleet Care Parts Purchase Program:** All parts purchases shall require authorization for purchase from the Fleet Company, which shall be evidenced by the issuance of a purchase order or approval number. The Fleet Company is responsible for payment on all authorized parts purchases.

**FORD FLEET CARE NATIONAL PROGRAMS.** Ford Fleet Care may offer national programs as part of the Consolidated Billing program, such as Glass and Roadside programs (available only in the U.S.). The Fleet Company is automatically enrolled in Ford Fleet Care national programs as they become available. Services provided under the Ford Fleet Care national programs do not require prior approval from the Fleet Company, even if the charges exceed the established maximum authorized repair amount. Additional information is available at [www.fleetcare.ford.com](http://www.fleetcare.ford.com).

**ACCOUNT RESPONSIBILITIES FOR SERVICE AND MAINTENANCE OR PARTS PURCHASES.** The Fleet Company is responsible for ensuring that: (1) Tax Exempt information, if applicable, is provided at time of service or purchase. (2) The requested work has been completed or the required part(s) have been received, (3) The repair or purchase order contains the correct name, VIN or account code, odometer reading and repair or purchase date and (4) The repair or purchase order is signed and dated or otherwise documented and a copy is retained for the Fleet Company's records. (5) VIN enrollment is accurate and additions and deletions are required in a timely basis. Failure to do so may result in charges on vehicles no longer owned or operated by the fleet.

**STATEMENT OF ACCOUNT, INVOICE AND SUMMARY.** Each billing period, Ford will post online or send the Fleet Company a summary and detail of individual charges, an invoice tallying monthly charges and a statement of account that includes billing and payment activity from the previous billing period. Online billing documents are available at [www.fleetcare.ford.com](http://www.fleetcare.ford.com). Documents without billing charges are not posted online or sent to the Fleet Company.

**FOREIGN EXCHANGE.** USA/Canadian currency exchange will be calculated based on the Ford bookkeeping rate at the time of the repair or parts purchase, as the case may be, with no service fees charged.

**CHARGES AND FEES.** Ford will bill the fleet company for their authorized repairs and services (including Prior Approval repair values) not covered by the New Vehicle Limited Warranty, Ford Protect Extended Service Plan (ESP), or other Ford program, and for parts and products purchased using an assigned Ford Fleet Care billing account number. Approved deviations from the standard services outlined in this agreement may result in additional charges to the Fleet Company's account. Service requests that may cause additional charges may include, but are not limited to: Requests for customized data reports, billing reprint requests, alternative billing services (i.e. EDI, third party billing services) or express mailing of billing documentation. Additionally, approved payment terms extended beyond net thirty days may result in additional charges.

**PAYMENT.** The Fleet Company shall pay Ford the amount stated on the invoice by the specified due date. At Ford's sole discretion, existing credit on account may be applied to subsequent billing, thereby reducing the amount owed. This will be reflected on the Fleet Company's statement of account, which is provided with the current billing period's invoice. In the event of nonpayment in whole or in part, Ford reserves the right to suspend or cancel Ford Fleet Care billing privileges upon written notice to the Fleet Company. Ford reserves the right to seek payment by any legal means it deems appropriate, including the right to offset against and redirect payments of any amounts otherwise payable to the Fleet Company by Ford (e.g. Competitive Price Allowance (CPA), Government Price Concession (GPC), etc.). Delinquent payment may be reported to national credit bureaus.

**LATE PAYMENT FEE.** Charges not disputed in writing or not paid in full by the specified invoice due date will be subject to a late fee at the standard rate of 4%, calculated and compounded monthly from the invoice due date until payment is received in full. Disputed charges will be exempt from the monthly service fee provided payment is made within 30 days from the time the dispute is resolved. The Fleet Company will be responsible for late fees incurred on delinquent invoices as a result of a failure to identify vendor approval steps or documentation required to facilitate payment. Additionally, approved payment terms extended beyond net thirty days may incur a late payment fee higher than the standard rate.

**DISPUTED CHARGES.** The Fleet Company MUST submit in writing inquiries and applicable copies of disputed charges within 30 days of the date of the invoice. Charges not disputed within 30 days of the date of invoice will become the responsibility of the Fleet Company. Disputed charges must include the Fleet Company name and account number, the dollar amount being disputed, and a description of the dispute and any supporting documentation. Submitting disputed invoices immediately may help in avoiding interruption of Ford Fleet Care service. Ford Fleet Care is a billing service only, so Ford will only correct errors made by Ford. Ford shall not be responsible for any misrepresentation of the Ford Fleet Care program and its features by a Ford Fleet Care Service Provider, any claims that work was not actually provided by the Ford Fleet Care Service Provider, or that the Ford Fleet Care Service Provider inaccurately or improperly performed the work. *The Fleet Company should contact the Ford Fleet Care Service Provider directly to resolve these types of disputes.* Ford makes no warranty or representation regarding the work performed by the Ford Fleet Care Service Providers or the parts and services provided by the Ford Fleet Care Service Providers, except to the extent that any purchased parts or accessories may be subject to an express Ford product warranty.

**TO CANCEL FORD FLEET CARE ENROLLMENT.** The Fleet company MUST notify Ford's Ford Fleet Care Administration in writing as soon as: (1) An enrolled vehicle is taken out of service, (2) Ford Fleet Care is no longer desired on a vehicle, or, (3) the Consolidated Billing or Parts Purchase account is no longer desired. The request must include the Fleet Company account code and specific VIN information if applicable. The enrollment cancellation process generally takes 10 business days from Ford's receipt of the request. The Fleet Company will be charged and responsible for all repairs performed on vehicles and/or parts purchases until Ford Fleet Care Administration completes the cancellation process. To avoid being charged, the Fleet Company should instruct drivers to refrain from receiving service or purchasing parts through Ford Fleet Care while the enrollment cancellation is in process. Confirmation of enrollment cancellation will be provided to the Fleet Company upon completion.

**TERMINATION AND CHANGES TO FORD FLEET CARE PROGRAM AGREEMENT.** In addition to any other termination rights specified herein, Ford shall have the right to terminate the Ford Fleet Care Program Agreement with the fleet company at any time, with or without cause, upon providing thirty (30) days prior written notice to the fleet company. Additionally, Ford shall have the right to change the Program Agreement at any time and such changes shall be effective upon Ford providing thirty (30) days prior written notice to the fleet company.

**CORRESPONDENCE.** Please direct all inquiries to Ford Fleet Care Headquarters as follows:

Phone: (800) 367-3221  
Fax: (313) 390-3555  
Email: [ffcadmin@ford.com](mailto:ffcadmin@ford.com)  
Mail: 19855 W. Outer Drive Suite #500  
Garrison Place East  
Dearborn, MI 48124

**PRIVACY STATEMENT.** Ford's full privacy policy is available at [www.fleetcare.ford.com](http://www.fleetcare.ford.com) for review.



FORD FLEET CARE

## Program Application for Ford Fleet Care Programs

Promotion Code:

Program Selection (\*Denotes a required field)

☒ Ford Fleet Care Consolidated Billing Program☒ Ford Fleet Care Parts Purchase Program

## Fleet Company Information

CITY OF WEST COVINA		Type of Business*	
825 S SUNSET AVE		1444 W GARVEY AVE #308	
Fleet Administrator Name* WEST COVINA		Street Address (No P.O. Box)*	
626-939-8789		WEST COVINA CA 91790	
Telephone Number*		City, State, Zip Code*	
626-939-8731		MARTIN, WEST COVINA, ORC	
Fax Number		E-Mail Address*	

<b>Billing Information</b> Accounts Payable Contact* Billing Street Address/P.O. Box* City, State, Zip Code* Telephone Number* Ext. E-Mail Address*		<b>Repair Service &amp; Parts Purchase Authorization</b> Specify dollar value of repairs that require approval before service \$ 600K \$ 600K Current Monthly Average Estimated Monthly Average Ford Fleet Care Repair/Parts Charges* Repair/Parts Charges* DANIEL MARTINEZ Authorization Contact Name (if different from fleet admin.) Telephone Number* Ext. \$ Repair Prior Approval (Max. \$800.00)* All Part purchases require fleet company approval.	
<b>Fleet Vehicle Information</b> Ford Vehicle Count* 150 Non-Ford Vehicle Count* 150 <input type="checkbox"/> Enable Non-Ford Vehicle Billing <b>Online Billing</b> <input type="checkbox"/> Enable Online Billing Ford FIN Code: A Ford FIN Code and Web ID are required to activate online billing and MyFord Fleet Care web site features. Ford Fleet Care Headquarters will contact the Fleet Administrator to obtain the necessary information. <b>Select Payment Option</b> <input type="checkbox"/> EFT (Electronic Funds Transfer) <input checked="" type="checkbox"/> Check		<b>Tax Exemption Information</b> <input type="checkbox"/> Yes - All states <input type="checkbox"/> Yes - State Specific (indicate below) <input checked="" type="checkbox"/> No Tax ID#: Tax Exempt Status: <b>Additional Information</b> Active Ford Credit Commercial Line of Credit (CLOC) account <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional forms required? (Corporate vendor, state forms) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If accounts payable, state, municipal or vendor forms are required to be completed, please include all appropriate forms with Ford Fleet Care application.	
<b>Finalize Enrollment</b> Send Completed Applications: Email: <a href="mailto:fleetadmin@ford.com">fleetadmin@ford.com</a> with VIN list in Excel spreadsheet (for quicker processing) OR Fax: (313) 390-3555 (VIN listing may also be included)			

THIS APPLICATION IS SUBMITTED TO PROVIDE INFORMATION IN CONNECTION WITH ESTABLISHING OR MAINTAINING CREDIT WITH FORD MOTOR COMPANY. INFORMATION OBTAINED IN THIS APPLICATION IS FOR THE EXCLUSIVE USE OF FORD MOTOR COMPANY AND PAYMENT PLAN PROCESSORS. ALL PORTIONS OF THIS FORM MUST BE COMPLETED FOR APPLICATION REVIEW. FORD MOTOR COMPANY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION. APPLICANTS MAY BE CONTACTED FOR FURTHER PROCESSING.

Authorized Representative Name\*: Chris Freeland Date\*: 1-4-18  
 Title\*: City Manager  
 Signature\*: [Signature]

THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE FLEET COMPANY LISTED ABOVE UNDERSTANDS AND AGREES TO THE FORD FLEET CARE PROGRAM AGREEMENT PRINTED ON THE BELOW AGREEMENT PROVISION SECTION.

Enrollment Referral Information  
 To be completed by Dealer or Ford Representative

<b>Dealer Representative</b> Ron STAYEN Dealer Name Print Dealer Contact Name and Title Ron STAYEN @ FORD CREDIT Authorized Dealer Signature 310.926.3669 Telephone Number Ext.		<b>Ford Representative</b> Anne Tran-Malone Ford Representative Name and Title Signature Anne D TRANMALONE.com E-Mail Address (313) 495-5953 Telephone Number Ext. Los Angeles Region	
--	--	---	--

For more about Ford Fleet Care, visit  
[www.fleetcare.ford.com](http://www.fleetcare.ford.com) or scan this code with your  
 smartphone or tablet device.





# FORD FLEET CARE



| FORD **FLEET CARE**





Ford Parts provides original equipment design and fit for your Ford and Lincoln vehicles to help restore new-vehicle-like performance and reliability. Plus, all Ford parts are backed by Ford Motor Company and built with the engineering expertise from a manufacturer with more than 100 years of experience.



The name says quality, dependability, and performance. Motorcraft® parts are designed specifically for Ford and Lincoln vehicles and have undergone extensive laboratory and on-road testing. Our comprehensive product line is built to maximize the performance of Ford and Lincoln vehicles.



A trusted relationship just got better. Omnicroft™ is the newest member of the Ford family of parts, offering affordable, reliable parts designed for non-Ford repairs. With more than a century of parts heritage to build upon, Omnicroft is a quality choice for your business. Now available along with Ford and Motorcraft® parts for one-stop shopping at your Ford Dealer.







FORD **FLEET CARE**

## THE FORD FLEET CARE ADVANTAGE

- Cardless/cashless convenience
- Reduced administration
- Controlled spending limits
- No enrollment fees
- Access to online business reports
- All-make billing solution

## CONSOLIDATED BILLING FOR YOUR SELF-MANAGED FLEET

Ford Fleet Care is a parts and service consolidated billing program, offered without administrative fees, to commercial fleets who choose to self-manage their fleet of vehicles. The program allows you to make a single monthly payment on behalf of your entire fleet for vehicle service and part purchases - helping you reduce administrative time and cost.

The program is available through Ford and Lincoln dealerships and Quick Lane Tire and Auto Centers throughout the United States and Canada.

### Cardless/Cashless Convenience

- No need for drivers to carry a credit card or cash
- Ford and Lincoln dealers able to verify vehicle enrollment in program

### Reduced Administration and Cost

- Consolidated monthly invoice replaces multiple repair orders or part purchase invoices
- Ability to make a single payment on behalf of your entire fleet
- No enrollment or administrative fees
- Access to online business reports

### Controlled Spending Limits

- Establish prior approval spending limit
- Ford and Lincoln dealers able to view your preset spending limit and contact you for purchase order approval

### All-Make Billing Solution

- Ford and Lincoln vehicles
- Non-Ford vehicles and trailers

### Additional Vehicle Service Programs\*

#### National glass program

OEM windshield replacement and repair provided through mobile service with OEM specifications

#### Enhanced roadside assistance

Offers services beyond New Vehicle Limited Warranty and Ford Protect extended service plan roadside coverages

\* Available in the U.S. only. Prior approval is not available.



**Learn more. Apply today.**

Visit the Ford Fleet Care website at [fleetcare.ford.com](https://fleetcare.ford.com) or scan this code with your smartphone.

Message and data rates apply.

## VEHICLE MAINTENANCE AND SERVICE

## Consolidated Invoice

- Replaces multiple dealership invoices
- Helps save processing time

## Repair Notification Summary

- Vehicle Identification Number (VIN)
- Fleet unit number (when provided)
- Fleet prior approval code
- Servicing location
- Repair mileage
- Dealership repair order number

## Repair Notification

- Billing location
- Service provider
- Vehicle data, including VIN and your assigned unit number
- Description of performed repairs, including parts and labor
- Condition code – describes the condition of the replaced part

[illegible]

The Parts Purchase Billing Program extends the same consolidated billing convenience from the dealership's Service Department to the dealership's Parts Department. And can be utilized as stand-alone billing or combined with service billing.

### Features include:

- A dedicated parts account code and card issued for your convenience
- Authorization by your designated company representative
- The ability to order parts on **[fordparts.com](https://fordparts.com)** and bill to your Ford Fleet Care account

## Consolidated Invoice

- Replaces multiple dealership invoices
- Helps save processing time

## Purchase Notification Summary

- Your Ford Fleet Care account code
- Prior approval code
- Purchase location

## Purchase Notification

- Billing location
- Service provider
- Unit price
- Service provider comments
- Part code and quantity purchased

[illegible]



## FLEETCARE.FORD.COM

- Apply for Ford Fleet Care Program
- Access MyFleetCare management tool
- Download billing documents
- Access online billing reports
- Manage actively enrolled vehicles

## ONLINE ACCOUNT MANAGEMENT

### MyFleetCare Management Tool\*

View and manage account information in one convenient location.

- View current account balance
- Edit account information
- Manage actively enrolled vehicles
- Review invoices and pending purchases
- Enroll for additional Ford Fleet Care programs

### Online Reports\*

Online business reports are available to fleets with an active Ford FIN code at no additional cost.

- Fleet Business Report
- Maintenance Report
- Vehicle Repair Analysis Report
- Parts Purchase Report



To register for Ford Fleet Care Online Reporting, visit [fleetcare.ford.com](https://fleetcare.ford.com) or contact Ford Fleet Care at **1-800-367-3221**.

\* Requires Fleet Identification Number (FIN). For information on obtaining a FIN, visit [fleet.ford.com](https://fleet.ford.com)



## THE RIGHT PEOPLE... THE RIGHT TOOLS...

- Factory-trained technicians
- Extended hours
- Priority service and support for commercial customers
- Honor Ford Protect Plans
- Participate in Ford Fleet Care consolidated billing programs

## SERVICE DESIGNED FOR YOUR FLEET

### Locate a Ford or Ford-Lincoln dealership near you

To locate any Ford or Lincoln dealership, visit **[fleet.ford.com](http://fleet.ford.com)** and select Locate a Dealer.

### Commercial Vehicle Center

To locate a commercially-minded dealer near you, visit **[fordcommercialvehiclecenter.com](http://fordcommercialvehiclecenter.com)**.

- More than 650 locations nationwide
- Certified commercial vehicle experts in sales, finance, parts and service
- Priority service and support for commercial customers
- Parts in stock/expedited shipping
- Upfitter expertise and assistance
- Commercial finance and lease alternatives
- Extended service hours
- Rental and loaner services available



### Quick Lane Tire & Auto Center

To locate the nearest Quick Lane Tire & Auto Center visit **[quicklane.com](http://quicklane.com)**.

Quick Lane Tire & Auto Centers perform scheduled maintenance and light repair work on all makes and models using Motorcraft® and other quality parts at competitive prices.

- Oil change and essential maintenance
- Brake inspections and repairs
- Alignments
- Shocks and struts
- Air conditioning services
- Belts and hoses
- Wiper blades
- Alternators
- Suspension and steering
- Name-brand tires
- Safety inspections
- Battery test and replacement
- Minor engine tune-ups
- Vehicle Check-Up (VCU) report
- Lamps and bulbs
- Cooling system maintenance
- Transmission service

## ORDER YOUR PARTS ONLINE

- Create an account
- Order Ford, Motorcraft®, Omnicraft™ parts and Ford accessories
- Search for part by part number, vehicle model or VIN
- Find a local dealer
- Reach out to our experts with live chat supports

See your Ford or Lincoln dealership or Ford Authorized Distributor for 2-year/unlimited miles Service Part Warranty information with no commercial exceptions.

### FORD PARTS WARRANTY

**UNLIMITED MILEAGE**  
INCLUDES LABOR

2 YEARS


*Limited labor costs.  
See seller for limited  
warranty details.*

### MOTORCRAFT WARRANTY

**UNLIMITED MILEAGE**  
INCLUDES LABOR

2 YEARS

*Limited labor costs. See  
seller for limited warranty  
details. Motorcraft® is a  
registered trademark  
of Ford Motor Company.*


[Shop](#)
[My Profile](#)
[Resources](#)

[Sign in | Register](#)
[Find a Dealer](#)
[My Orders](#)
[Call us \(844\) 589-0060](#)

# I AM SEARCHING FOR PARTS, BECAUSE I AM A:

Independent Repair Shop  
Government Fleet  
Do-It-Yourselfer

Warehouse Distributor  
[Commercial Fleet](#)  
Collision Repair Shop

Jobber  
Other

[Continue](#)
[Help me decide](#)

Model
VIN
Keyword/Part#

## Find The Right Part for Your Vehicle

For a general search with a new vehicle use this function; however, for the most accurate results we recommend using VIN when ordering parts.

Select Year

Select Make

Select Model

Search Catalog

## Reach Out To Our Experts With Our New Live Chat.

We now have support staff on-line ready to help you.

[Learn More](#)

Our Brands

FORD PARTS
Motorcraft
Omnicraft

FORD ACCESSORIES

**fleetcare.ford.com**

**Ford Fleet Care Program Headquarters**

**1-800-367-3221**



**FORD FLEET CARE**

## **For more information:**

### **Phone**

Ford Fleet Care Roadside Assistance (United States): **1-800-367-3221 #1**

Ford Fleet Care National Glass Program (United States): **1-800-367-3221 #2**

Ford Business Assistance Center: **1-800-34-Fleet (1-800-343-5338)**

Ford Protect Extended Service Plans: **1-800-521-4144**

Ford Powertrain Hotline: **1-800-392-7946**

Owner Guides/Shop Manuals Order Department: **1-800-782-4356**

### **Online**

Ford Fleet: **[fleet.ford.com](https://fleet.ford.com)**

Ford Parts: **[fordparts.com](https://fordparts.com)**

Ford Protect Extended Service Plans: **[fordprotect.ford.com](https://fordprotect.ford.com)**

Ford Commercial Vehicle Center Dealer Directory: **[fordcommercialvehiclecenter.com](https://fordcommercialvehiclecenter.com)**

Quick Lane® Tire & Auto Center: **[quicklane.com](https://quicklane.com)**

[Cooperative Purchasing](#) ▾[Services & Programs](#) ▾[News](#)

## Ford

### Automotive Parts & Supplies

#101520-FMC

Maturity Date: 12/14/2024

#### Products & Services

[Contract Documents](#)[Pricing](#)[Contact Information](#)[Buy Sourcewell](#)

#### Products & Services

Sourcewell contract 101520-FMC gives access to the following types of goods and services:

- Ford genuine parts
- Ford Rotunda program – tools & equipment
- Ford Authorized – Motorcraft OE aftermarket parts
- Ford & Motorcraft – bulk fluids & lubricants
- Omnicraft – competitive make aftermarket parts
- Quick Lane – tire & auto service centers
- Ford quality fleet care centralized billing program
- Ford extended service plan
- Ford & Lincoln authorized repair shop service
- Parts inventory management training
- Third-party collaborations for vendor inventory
- Ford Fleet national maintenance pricing program