



**CITY OF WEST COVINA**

**CITY COUNCIL/SUCCESSOR AGENCY**

**AUGUST 4, 2020, 7:00 PM  
REGULAR MEETING**

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

**Mayor Tony Wu  
Mayor Pro Tem Letty Lopez-Viado  
Councilman Dario Castellanos  
Councilman Lloyd Johnson  
Councilmember Jessica C. Shewmaker**

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

On June 28, 2020, the Los Angeles County Public Health Officer issued a revised Health Officer Order directing, among other things, that all persons living within the Los Angeles County Public Health Jurisdiction remain in their residences whenever practicable.

On July 1, 2020, the State, noting that COVID-19 transmission rates continue to rise, issued guidance instructing counties that have been on the County Monitoring List for three consecutive days or more, including Los Angeles County, to close indoor operations within certain sectors. On July 13, 2020, the State issued guidance requiring the closure of indoor operations in additional sectors.

Due to the recent concerns about the rise in COVID-19 transmission rates, the City Council Chambers will be closed to the public until further notice.

**Public Participation:**

Members of the public may watch the City Council meeting live on the City's website at: <https://www.westcovina.org/departments/city-clerk/agendas-and-meetings/current-meetings-and-agendas> under the "Watch Live" tab or through the West Covina City YouTube channel at [www.westcovina.org/LIVE](http://www.westcovina.org/LIVE).

Members of the public can submit public comments to the City Clerk via e-mail at [City\\_Clerk@westcovina.org](mailto:City_Clerk@westcovina.org). The subject line should specify either "Oral Communications or Public Hearing – 8/4/2020". Please include your

full name and address in your e-mail. All emails received by 3:00 P.M. on the day of the Council meeting will be posted to the City's website under "Current Meetings and Agendas" and provided to the City Council prior to the meeting. No comments will be read out loud during the meeting. All comments received will be made part of the official public record of the meeting.

If you wish to address the Council by telephone during Oral Communications or a public hearing, you may contact the City Clerk by email [City\\_Clerk@westcovina.org](mailto:City_Clerk@westcovina.org) or by telephone (626) 939-8433 by 3:00 P.M. on the day of the Council meeting for instructions regarding addressing the City Council by telephone during the meeting.

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

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

The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at Council meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8 to 5 Monday through Thursday. Do call at least one day prior to the meeting date to inform us of your particular needs and to determine if accommodation is possible. For sign language interpreter services at Council meetings, please request no less than four working days prior to the meeting.

#### ***AGENDA MATERIAL***

Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at [www.westcovina.org](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. ***RULES OF DECORUM***  
Excerpts from the West Covina Municipal Code and Penal Code pertaining to the Rules of Decorum will be found at the end of agenda.

## **AGENDA**

### **CITY OF WEST COVINA CITY COUNCIL/SUCCESSOR AGENCY**

**TUESDAY AUGUST 4, 2020, 7:00 PM  
REGULAR MEETING**

#### **INVOCATION**

Led by Pastor Samuel Martinez from Amazing Love Ministries.

#### **PLEDGE OF ALLEGIANCE**

Led by Councilmember Shewmaker

#### **ROLL CALL**

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

#### **PRESENTATIONS**

- Recognition to Anna's Pizza
- Donation – Adopt A Senior Program –
  - Chinese American Association of West Covina
  - Dario Castellanos

## **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) **JULY 21, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES**  
**JULY 21, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES**

It is recommended that the City Council approve the July 21, 2020, Closed Session Meeting Minutes and the July 21, 2020, Regular Session Meeting Minutes.

## **INVESTMENT REPORT**

- 2) **CONSIDERATION OF INVESTMENT REPORT FOR THE MONTH ENDED MAY 31, 2020**

It is recommended that the City Council receive and file the Investment Report for the month ended May 31, 2020.

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

## **COMMUNITY DEVELOPMENT**

- 3) **CONSIDERATION OF APPROVAL OF TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AGREEMENT NO. 2020MP83, FOR THE SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

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

1. Authorize the City Manager to negotiate and execute the Transfer Agreement with the Los Angeles County Flood Control District; and
2. Authorize the City Manager to negotiate and execute any amendments to the Transfer Agreement.

- 4) **CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2471 - CODE AMENDMENT NO. 20-01, RELATED TO FILM PERMIT STANDARDS**

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

**ORDINANCE NO. 2471 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 20-01, RELATED TO FILM PERMIT STANDARDS**

## **HUMAN RESOURCES/RISK MANAGEMENT**

**5) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA POLICE MANAGEMENT ASSOCIATION**

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

**RESOLUTION NO. 2020-77 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA POLICE MANAGEMENT ASSOCIATION**

**6) CONSIDERATION OF A SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE NON-SWORN SAFETY SUPPORT EMPLOYEES' UNION**

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

**RESOLUTION NO. 2020-76 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE NON-SWORN SAFETY SUPPORT EMPLOYEES' UNION REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 1932**

**7) CONSIDERATION OF GOVERNMENT TORT CLAIMS**

It is recommended that the City Council deny the following Government Tort Claims and the claimants to be notified:

1. David Branconier vs. City of West Covina

## **POLICE DEPARTMENT**

**8) CONSIDERATION OF APPLICATION FOR 2020 JUSTICE ASSISTANCE GRANT FROM U.S. DEPARTMENT OF JUSTICE**

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

1. Approve the 2020 Justice Assistance Grant application, totaling \$17,856, and authorize the Mayor and City Manager (or his designee) to execute all grant related documents; and
2. Adopt the attached resolution authorizing the necessary budget amendments:

**RESOLUTION NO. 2020-86 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020, AND ENDING JUNE 30, 2021 (2020 BJA JAG GRANT)**

**END OF CONSENT CALENDAR**

## **HEARINGS**

## **PUBLIC HEARINGS**

### **9) PUBLIC HEARING TO CONSIDER CODE AMENDMENT NO. 20-04 FOR RESIDENTIAL AGRICULTURAL ZONE (R-A) AND SINGLE-FAMILY RESIDENTIAL ZONE (R-1) STANDARDS**

It is recommended that the City Council:

1. Conduct a public hearing regarding Code Amendment No. 20-04; and
2. Introduce for first reading, by title only, further reading waived, the following ordinance:

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

## **DEPARTMENTAL REGULAR MATTERS**

### **CITY CLERK'S OFFICE**

### **10) CONSIDERATION OF DESIGNATION OF VOTING DELEGATE AND ALTERNATES FOR LEAGUE OF CALIFORNIA CITIES 2020 ANNUAL CONFERENCE**

It is recommended that the City Council designate a voting delegate and voting delegate alternatives for the League of California Cities 2020 Annual Conference and Expo, Annual Business Meeting (during General Assembly).

## **MAYOR/COUNCILMEMBERS REPORTS**

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

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

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

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

## **CITY COUNCIL COMMENTS**

## **ADJOURNMENT**

Next Tentative City Council Meeting

Regular Meeting

8/18/2020

7:00 PM

|                         |
|-------------------------|
| <b>RULES OF DECORUM</b> |
|-------------------------|

*The following are excerpts from the West Covina Municipal Code:*

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

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

Sec. 2-50. Decorum--Required.

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

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

**Sec. 2-52. Persons authorized to be within council area.**

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

***The following are excerpts from the Penal Code***

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

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



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** August 4, 2020

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: JULY 21, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES**  
**JULY 21, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES**

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### RECOMMENDATION:

It is recommended that the City Council approve the July 21, 2020, Closed Session Meeting Minutes and the July 21, 2020, Regular Session Meeting Minutes.

### DISCUSSION:

That the City Council adopt the attached minutes.

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

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### Attachments

Attachment No. 1 - 07-21-2020 Regular Closed Session Meeting Minutes Draft

Attachment No. 2 - 07-21-20 Regular Session Meeting Minutes Draft

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**CITY OF WEST COVINA**

**CITY COUNCIL/SUCCESSOR AGENCY**

JULY 21, 2020, 6:00 PM  
REGULAR MEETING - CLOSED SESSION

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

**MINUTES**

**CALL TO ORDER**

A Closed Session Meeting was called to order by Mayor Wu on Tuesday, July 21, 2020 at 6:02 p.m., in the Management Resource Center Conference Room on the 3<sup>rd</sup> Floor, 1444 West Garvey Avenue South, West Covina, California.

**ROLL CALL**

**Council Members**

Present: Council Members Dario Castellanos, Lloyd Johnson, Jessica C. Shewmaker (via GoToMeeting request), Mayor Pro Tem Letty Lopez-Viado, Mayor Tony Wu

**Council Members**

Absent: None

City Staff: David Carmany City Manager, Mark Persico Assistant City Manager, Thomas P. Duarte City Attorney, Helen Tran Director of Human Resources, Robbeyn Bird Finance Director, Ken Plunkett Acting Chief of Police, Paulina Morales Economic Development Manager, Gary Kranker Deputy City Attorney, Jim Touchstone Deputy City Attorney, Oliver Yee, LCW Outside Counsel.



## **CLOSED SESSION**

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

1. Sandra Glen v. City of West Covina, et al., (Los Angeles Superior Court, Spring Street Courthouse, Case No. 19STCV02987)
2. Alliance for Constitutional Sex Offense Laws, Inc., et al. v. City of West Covina, et al., (Los Angeles Superior Court, Pomona Courthouse, Case No. 20PSCV00173)
3. Joshua Richling v. City of West Covina (Case No. ADJ12253026)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Pursuant to Government Code § 54956.9(d)(4)  
Number of Cases: One (1)

## CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code § 54957.6

City Negotiators: Carmany, Duarte

Employee Organizations

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

Unrepresented Employee Group

- Department Heads

**(THIS SPACE IS INTENTIONALLY LEFT BLANK)**

**ADJOURNMENT**

The Closed Session Meeting took a recess at 6:59 p.m. and closed session was reconvened at 10:03 p.m. after the adjournment of the Regular City Council Meeting was adjourned at 9:46 p.m. The Closed Session Meeting was adjourned at 10:58 p.m., by Mayor Wu. The next regularly scheduled Closed Session City Council Meeting will be held on Tuesday, August 4, 2020 at 6:00 p.m. in the Management Resource Center Room, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

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Lisa Sherrick  
Assistant City Clerk

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Tony Wu  
Mayor



## **CITY OF WEST COVINA**

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

**JULY 21, 2020, 7:00 PM  
REGULAR MEETING**

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

**Mayor Tony Wu  
Mayor Pro Tem Letty Lopez-Viado  
Councilman Dario Castellanos  
Councilman Lloyd Johnson  
Councilmember Jessica C. Shewmaker**

### **MINUTES**

#### **CALL TO ORDER**

A Regular Meeting was called to order by Mayor Wu on Tuesday, July 21, 2020 at 7:03 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

#### **ROLL CALL**

Council Members

Present: Council Members Dario Castellanos, Lloyd Johnson, Jessica Shewmaker (Via go to Meeting), Mayor Pro Tem Letty Lopez-Viado, Mayor Tony Wu

Council Members

Absent: None

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

### **INVOCATION**

Led by Reverend Mason Okubo from Immanuel First Lutheran Church.

### **PLEDGE OF ALLEGIANCE**

Led by Mayor Pro Tem Lopez-Viado

### **CLOSED SESSION**

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

1. Sandra Glen v. City of West Covina, et al., (Los Angeles Superior Court, Spring Street Courthouse, Case No. 19STCV02987)
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3. Joshua Richling v. City of West Covina (Case No. ADJ12253026)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Pursuant to Government Code § 54956.9(d)(4)  
Number of Cases: One (1)

### **CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code §

54957.6 City Negotiators:

Carmany, Duarte Employee

Organizations

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

Unrepresented Employee

- Group Department

Heads

**REPORTING OUT FROM CLOSED SESSION**

City Attorney Thomas P. Duarte reported that no reportable action was taken during the closed session meeting.

**PRESENTATIONS**

- Proclamation - Parks Make Life Better Month
- Donations - Adopt a Senior Program - Suburban
- Water Systems 4th of July Enforcement - Chief Bell and Chief Capelle

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

- *Steve Bennett*
- *Joan Licari*
- *Lisa Mayo*
- *Alyanna Nalapo*
- *Nadine Broughton*
- *Don Fowlkes*
- *Linda Filkins*
- *Celeste Colmenares*
- *Helen Lin*
- *Liqing Dai*
- *Gertrude Taylor*
- *Lauren Gonzalez*
- *Mariam Lora*
- *Daisy Custodio*
- *Sydney Walper*
- *Indiana Hurley*
- *Andrea Santos*
- *Steven Medina*
- *Fiora Chan*
- *Abby Colmenares*
- *Samantha Alcudia*
- *Natalie Calderon*
- *James Toma*
- *Rozlind Silva*
- *Helga Lu*
- *Kathy Clark*

- *Betty Taylor*
- *Vivian Gomez*
- *Hilda Mendoza*
- *Evamercedes Gallardo*
- *David Montoya*
- *Minerva Avila*
- *Maya El Ajouz*
- *Jorge Ortiz*
- *Andrew Obeso*
- *Shahrzad Shishegar*
- *Jerri Potras*
- *Peter Dien*
- *Brianna Ramirez*
- *Clary Neil*
- *Nicole Alfonzo*
- *Ashley Bacus*
- *Brian Tabatabai*
- *Lauren Thielen*
- *Jay Meader*
- *Xochitl Pasten*
- *Mikayla Morehead*
- *Ashley Muniz*
- *Cassandra Garcia*
- *Brittany Fuentes*
- *Shannon Lo*
- *Carlos Acosta*
- *Audrey Rae*
- *Jackie Calvache*
- *Melinda Powell*
- *Jacqueline Alvarez*
- *Marisa Cabra-Munoz*
- *Lucia Cruz*
- *Joan Licari*
- *Brenda Raygoza*
- *Yanyee Wong*
- *Kalani Ortiz*
- *Lorraine Rigoll*
- *Bill Robinson*
- *Shirley Buchanan*
- *Don Blakkan*
- *Teresa Cozad*
- *Brenda Zepeda*
- *Don Scurti*
- *Sarah Liang*
- *Christopher Torres*
- *Alejandra Acuna*

- *Jeff Seymour*
- *Alexia Cerilo*
- *Angela Talamantes*
- *Viviana Briseno*
- *Ivan Rojas*
- *Marie Thomas*
- *Lisa Sauer*
- *Marc Taylor*
- *Angela Ramones*
- *Chayenne Ofo-ob*
- *Samuel Wong*
- *Jim Grivich*
- *Michael Miller*
- *Angie Gillingham*
- *Razelyn Montalbo*
- *Frank A. Nieblas*
- *Raj Intwala*
- *Dwight Page*
- *Thatiana Solis*
- *Brandy Bajwa*
- *Alejandra Larios*
- *Melissa Aparicio*
- *Sharminae Olvera*
- *Kathryn H. Ross*
- *Brian Jobst*
- *Caroline Seymour*
- *Jessica Arm*
- *Angela Cabico*
- *Esther Kim*
- *Denise De La Pena*
- *Francis and Wenda Pan*
- *Xotchilitl Contreras*
- *Jessica*
- *Nardy Delgado*
- *Isabella Balacuit*
- *Ingawel*
- *Jessica Alvarado*
- *Erynn Castellanos*
- *Cecilia Romo*
- *Brianna Rivera*
- *Sierra Sanchez*
- *Erin Enriquez*
- *Lawrence Murata-Shih*
- *Robert Torres*
- *Malini Sodha*
- *Tina Xu*

- *Joe Gardner*
- *Aimeelee Vinas*
- *Khine Thu*
- *Amanda De Lara*
- *Lechuga Family*
- *Yesenia Posadas*
- *Alora Tejeda*
- *James Flounoy*
- *Alyssa Sanchez*
- *Jade Chen*
- *Flor Romero*
- *Heidi Freeman*
- *Ronald and Debra Prisk*
- *James Lauderdale*
- *Andrea Houtman*
- *Beverly Bulthuis*
- *Luz Santamaria*
- *Manuel Santamaria*
- *Vanessa Sanchez*
- *Joshua Wolak*
- *Isabella*
- *Destene Escobar*
- *Kristen Reyes*
- *Christina Arreola*
- *Jazmin Pearson*
- *Frances Lai*
- *Linda Lin*
- *Lincheng Wang*
- *Phyllis McDonald*
- *Daisy Rodriguez*
- *Novera Bux*
- *Andre Sibal*
- *Karen Bavouset*
- *Robbin Grout*
- *Ivy Santamaria*
- *Amanda Escalera*
- *Albert Acosta*
- *Jie Luo*
- *Sofia Gonzalez*
- *Daniel Santillan*
- *Juan Flores*
- *MycKenzie Smith*
- *Megan Holder*
- *Meisha Mock*
- *Natalie Ramirez*
- *Janet Olsen*



- *Maya Garcia*
- *Natasha Reyes*
- *Phoebe Montes*
- *Arturo Palacios*
- *Monica Marquez*
- *Siena Velasquez*
- *Michaela Gutierrez*
- *Joe Gardner*
- *J. Kenneth Lund*
- *Jeremy Munns*
- *Carolyn Arndt*
- *Justine Castromayor*
- *Alyssa*
- *Emylou Vergel de Dios*
- *Dahlia Armenta*
- *Stacey Haydel*
- *Madison Tarin*
- *Lex Clearwater*
- *Ariana Lopez*
- *Kevin Landin*
- *Alejandra Medina*
- *Jordan Smith*
- *Penelope Solis*
- *Allen Quinto*
- *Victoria Gutierrez*
- *Princess Claudio*
- *Loradane Arzadon*
- *Joanna Coham*
- *Donald A. Driftmier*
- *Nontanee Krutnet*
- *Kaleena Pinto*
- *Samantha Murawske*
- *Kaitlin Rios*
- *Lauren Thielen*
- *David Pineda*
- *Caroline Gallegos*
- *Camille Apin*
- *Alyssa Sanchez*
- *Abigail Sulit*
- *Andrew Pineda*
- *Rachel Catuira*
- *Jorge Ulises Perez Gutierrez*
- *Donalea*
- *Josh Rixey*
- *Kristina Ibarra*
- *Clara Avalos*

- *Leny De La O*
- *Laura Barraza*
- *Ashley Alvarez*
- *William Ruiz*
- *Andrea Sanchez*
- *Taylor Thatcher*
- *Denise Perez*
- *Greg Ortiz*
- *Katie Chan*
- *Miranda Patino*
- *Deborah Diaz*
- *Michael Sheron*
- *Caroline*
- *Caroline Cabo*
- *Melanie C Quilatan*
- *Hannah Tombrello*
- *Keith Ly*
- *Bryan Delgado*
- *Evadne Suzzette*
- *Kayla J. Newcomer*
- *Fredrick Sykes*
- *Tatum Godown*
- *Beverly Patton*
- *Therese Garcia*
- *Emily Erickson*
- *Bianca Ramirez*
- *Jessica Dickerson*
- *Kirsten Wannewetsch*
- *Isabella Calderon*
- *Jesse Martinez*
- *Marcus Bonilla*
- *Mario Perez*
- *Felicia Atanasio*
- *Jennifer Gonzalez*
- *Bryan Beal*
- *Nirra Alfonzo*
- *David Berkshire*
- *Axel Jimenez*
- *Elisabeth Martinez*
- *Victoria Nakai*
- *Yesenia Gonzalez*
- *Jessica LeMelle*
- *Laura Sandoval*
- *Giulianna Rubi*
- *Toneylynn Papa*
- *Toshi Astorga*

- *Jasmin Galvan*
- *Ramon Suzara*
- *Arthur Ramirez*
- *Gabriel Valenzuela*
- *Nohely Carranza*
- *Carly Moreland*
- *Alondra Sanchez*
- *Alexia Cortez*
- *Emily Manahan*
- *Sabrina Diaz*
- *Elizabeth Gutierrez*
- *Alexandria Duran*
- *Vanessa Cao*
- *Jamie Chen*
- *Bianca Saybe*
- *Jasmine Flores*
- *Brandon Martinez*
- *Junette Duran*
- *Alexandria Duran*
- *Axel Jimenez*
- *Genevieve Kauper*
- *Thomas LeMelle*
- *Edelin Rodriguez*
- *Molly Bowd*
- *Julia Ruiz*
- *Alexandra Romero*
- *Jose Serrano*
- *Karissa E*
- *Natalie Guillen*
- *Skylir Dennis*
- *Emily Urena*
- *Jocelyn Mendoza*
- *Jean Gipe*
- *Jocelyn Rivas*
- *Eileen Gardiner*
- *Meeshh*
- *Alyssa Esparza*
- *Montzerrat Robles*
- *Malia Avila*
- *Dianne Cruz*
- *Lisa Mayo*
- *Jonathan Aguirre Jr.*
- *Laura Diaz*
- *Casey Kwan*
- *Cristina Bermudez*
- *Ashley Burns*

- *Joshua Silla*
- *Stephanie Lee*
- *Francesca Gonzalez*
- *George Amparan*
- *Lynn A. Nagel*

--- End of Oral Communication---

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

Presentation given by Mr. Carmany

### **CONSENT CALENDAR**

**ACTION: Motion by Councilman Castellanos, Second by Mayor Pro Tem Carried 5-0 to:** approve Consent Calendar Items 1,2, 4-6, and 8, 9, and 15 -20. (Items 7 and 10-14 pulled from the Consent Calendar by City Manager Carmany).

**ACTION: Motion by Councilman Castellanos, Second by Mayor Pro Tem Carried 4-1 (No: Johnson) to:** Approve Consent Calendar Item 3.

### **APPROVAL OF MEETING MINUTES**

- 1) **JUNE 23, 2020 CITY COUNCIL/SUCCESSOR AGENCY SPECIAL CLOSED SESSION MEETING MINUTES**  
**JUNE 23, 2020 CITY COUNCIL/SUCCESSOR AGENCY SPECIAL REGULAR SESSION MEETING MINUTES**  
**JULY 7, 2020 CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES**  
**JULY 7, 2020 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES**

**Carried 5-0 to:** approve the June 23, 2020, Special Closed and Regular Session Meeting Minutes, and the July 7, 2020, Closed and Regular Session Meeting Minutes.

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

- 2) **CONSIDERATION OF RESOLUTION NO. 2020-85 EXTENDING THE LOCAL EMERGENCY DECLARATION**

**Carried 5-0 to:** adopt Resolution No. 2020-85 as follows:

**RESOLUTION NO. 2020-85 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING THE NEED TO FURTHER CONTINUE THE LOCAL EMERGENCY PROCLAIMED ON MARCH 16, 2020 AND PREVIOUSLY CONTINUED ON APRIL 7, 2020, MAY 5, 2020, JUNE 2, 2020 AND JUNE 23, 2020**

**COMMUNITY DEVELOPMENT****3) CONSIDERATION OF FIRST AMENDMENTS TO THE AGREEMENT OF PURCHASE AND SALE, AND RIGHT OF ACCESS AND ENTRY AGREEMENT WITH SINGPOLI BD CAPITAL GROUP, LLC FOR DEVELOPMENT OF THE FORMER BKK LANDFILL**

**Carried 4-1 (No Johnson) to:** authorize the City Manager to negotiate and execute the First Amendment to the Agreement of Purchase and Sale and Joint Escrow Instructions (dated August 1, 2019) and the First Amendment to the Right of Access and Entry Agreement (dated July 16, 2019) with Singpoli BD Capital Group, LLC (Singpoli) through October 31, 2020 for the development of the former BKK Landfill (APN Nos: 8735-001-919, 8735-001-920, 8735-001-921, 8735-001-931,

8735-002-906, 8735-002-909, and 8735-002-910; and Lease of APN 8735-022-018).

**4) CONSIDERATION OF APPROVAL OF THE TRAFFIC COMMITTEE MEETING MINUTES AND TRAFFIC COMMITTEE RECOMMENDATIONS FROM THE JUNE 9, 2020 TRAFFIC COMMITTEE MEETING**

**Carried 5-0 to:** approve the Traffic Committee Meeting Minutes and Traffic Committee recommendations from the June 9, 2020 Traffic Committee Meeting for the following item:

**Traffic Review for the Signalized intersection of Lark Ellen Avenue and Badillo Street**

**Request:** As part of the 2011 Metro Call for Projects, the County of Los Angeles Department of Public Works ("County") was awarded a grant for the Traffic Signal Synchronization Project (TSSP) and Bus Signal Priority (BSP) Project within the corridor of Ramona Boulevard, Badillo Street, and Covina Boulevard in the Cities of West Covina, Baldwin Park, Covina, El Monte, Irwindale, and San Dimas. The purpose of the project is to synchronize traffic signals along the corridor between Santa Anita Avenue and the 57 Freeway and implement BSP between Tyler Avenue and Citrus Avenue. The County is initiating improvement recommendations and communications design for the project. The project includes the intersections of Badillo Street/Vincent Avenue, Badillo Street/Lark Ellen Avenue, and Badillo Street/Azusa Avenue. All these intersections are shared by the City of Covina. The City of West Covina reviewed the potential for installing a protected left turn phasing at the Lark Ellen Avenue and Badillo Street intersection as part of the improvements for the project. Traffic Engineering Staff presented a traffic memo summarizing the conditions justifying the installation of protected left turn phasing. Installation of protected left turn phasing will improve safety for pedestrians, reduce the potential for turning collisions, and improve line of sight for turning vehicles.

**Review Standard:** The installation of all traffic control devices on public streets is guided by the California Manual on Uniform Traffic Control Devices (CAMUTCD), the California Vehicle Code (CVC), and engineering judgement. The CAMUTCD Section 4D.19 provides guidance and warrants on where protected left turn phasing could be installed. Conformity to standards approved by Caltrans or by the Design Manual or other legislative bodies of work provides the engineer as well as the City with the reasonableness of traffic control measures which conform to standards of design and safety. Installation can be based on volume, or improved safety for pedestrians or vehicles. This intersection did meet the recommended guidance for left turn phasing.

**Recommendation:** It was unanimously recommended to coordinate with the County to request if this project could be added as part of the County's Traffic Signal Synchronization Project (TSSP) and Bus Signal Priority (BSP) Project awarded to the County of Los Angeles Department of Public Works from the 2011 Metro Call for Projects grant. If it cannot be added to that the project, then the City may consider this project as part of a future West Covina CIP project or part of a future grant project when funds become available. The County will be providing their recommendations to the City of West Covina for all intersections along the Badillo Corridor that can be included as part of the Traffic Signal Synchronization Project (TSSP) and Bus Signal Priority (BSP) Project awarded to it from the 2011 Metro Call for Projects grant.

5) **CONSIDERATION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF WEST COVINA AND WALNUT FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT LA PUENTE ROAD AND FORECASTLE AVENUE**

**Carried 5-0 to:** authorize the City Manager to negotiate and execute a Memorandum of Understanding (MOU) with the City of Walnut for the installation of a Traffic Signal at La Puente Road and Forecastle Avenue (Attachment No. 1) and authorize the City Manager to execute amendments to the MOU with a 15% contingency, if necessary.

## **HUMAN RESOURCES/RISK MANAGEMENT**

6) **CONSIDERATION OF RESOLUTION ADOPTING TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE WEST COVINA POLICE OFFICERS' ASSOCIATION (WCPOA)**

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

**RESOLUTION NO. 2020-74 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA POLICE OFFICERS' ASSOCIATION (WCPOA)**

7) **CONSIDERATION OF A SIDE LETTER OF AGREEMENT BETWEEN THE CITY**

**AND THE NON-SWORN SAFETY SUPPORT EMPLOYEES' ASSOCIATION**

(Item 7 was removed from the Agenda by City Manager Carmany.)

**RESOLUTION NO. 2020-76 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE NON-SWORN SAFETY SUPPORT EMPLOYEES' ASSOCIATION REPRESENTED BY TEAMSTERS LOCAL 1932 UNION**

- 8) **CONSIDERATION OF A SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 3226**

Carried 5-0 to: adopt the following Resolution:

**RESOLUTION NO. 2020-75 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA ADOPTING THE SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 3226**

- 9) **CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA POLICE MANAGEMENT ASSOCIATION**

(Item 9 was removed from the Agenda by City Manager Carmany.)

**RESOLUTION NO. 2020-77 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA POLICE MANAGEMENT ASSOCIATION (WCPMA)**

**CONSIDERATION OF A SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA MAINTENANCE AND CRAFTS EMPLOYEES' ASSOCIATION**

**RESOLUTION NO. 2020-79 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA ADOPTING THE SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA MAINTENANCE AND CRAFTS EMPLOYEES' ASSOCIATION REPRESENTED BY CITY EMPLOYEES ASSOCIATES (CEA)**

- 10) **CONSIDERATION OF A SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA MAINTENANCE AND CRAFTS EMPLOYEES' ASSOCIATION**

(Item No 10 removed from the Agenda by City Manager Carmany.)

**RESOLUTION NO. 2020-79 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA ADOPTING THE SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA MAINTENANCE AND CRAFTS EMPLOYEES' ASSOCIATION REPRESENTED BY CITY EMPLOYEES ASSOCIATES (CEA)**

- 11) **CONSIDERATION OF A SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA GENERAL EMPLOYEES' ASSOCIATION**

(Item No 11 removed from the Agenda by City Manager Carmany.)

**RESOLUTION NO. 2020-80 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA ADOPTING THE SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA GENERAL EMPLOYEES' ASSOCIATION (WCGEA)**

- 12) **CONSIDERATION OF A SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA CONFIDENTIAL EMPLOYEES' ASSOCIATION (WCCEA)**

(Item 12 was removed from the Agenda by City Manager Carmany.)

**RESOLUTION NO. 2020-81 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA ADOPTING THE SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA CONFIDENTIAL EMPLOYEES' ASSOCIATION (WCCEA)**

- 13) **CONSIDERATION OF A SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA MIDDLE MANAGEMENT EMPLOYEES' ASSOCIATION**

(Item 13 was removed from the Agenda by City Manager Carmany.)

**RESOLUTION NO. 2020-82 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA ADOPTING THE SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA MIDDLE MANAGEMENT EMPLOYEES' ASSOCIATION (WCMMEA)**

- 14) **CONSIDERATION OF A SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA FIRE MANAGEMENT EMPLOYEES' ASSOCIATION (WCFMA)**

(Item 14 was removed from the Agenda by City Manager Carmany.)



**RESOLUTION NO. 2020-78 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA ADOPTING THE SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA FIRE MANAGEMENT ASSOCIATION (WCFMA)**

**15) CONSIDERATION OF AMENDMENT NUMBER ONE TO CITY OF WEST COVINA CITY MANAGER EMPLOYMENT AGREEMENT WITH DAVID CARMANY**

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

**AMENDMENT NUMBER ONE TO CITY OF WEST COVINA CITY MANAGER EMPLOYMENT AGREEMENT WITH DAVID CARMANY.**

**16) CONSIDERATION OF GOVERNMENT TORT CLAIMS**

**Carried 5-0 to:** deny the following Government Tort Claims and the claimants to be notified:

1. Geovanny Medina vs. City of West Covina

**POLICE DEPARTMENT**

**17) CONSIDERATION OF 2018 STATE HOMELAND SECURITY GRANT FOR PURCHASE OF POLICE RADIOS**

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

1. Accept and appropriate the reimbursable 2018 State Homeland Security Program grant totaling \$70,199 in expenditures and revenues, and authorize the City Manager to execute all related agreements, in a form approved by the City Attorney; and
2. Authorize the purchase of a total of (nine) 9 APX radios with accessories, directly from Motorola Solutions, for a total of \$69,936.19, from account 218.31.3111.7160.
3. Adopt the following resolution authorizing the necessary budget amendment:

**RESOLUTION NO. 2020-70 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020, AND ENDING JUNE 30, 2021 (2018 STATE HOMELAND SECURITY GRANT)**

18) **CONSIDERATION OF ASSET FORFEITURE FOR POLICE EQUIPMENT AND SERVICES**

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

1. Approve, by a majority vote of the entire City Council, dispensing with formal bidding procedures and requirements in connection with the procurement of specialized services relating to the West Covina Service Group's Computer Aided Dispatch and Records Management System (CAD-RMS), in accordance with the requirements of Section 2-330(b) of the West Covina Municipal Code; and
2. Authorize the City Manager to negotiate and execute an agreement, in an amount up to \$495,000, for a term of two years, with Scientia Consulting Group, subject to City Attorney approval, for continued services related to the West Covina Service Group CAD-RMS operations, from Account No. 117.31.3119.6120; and
3. Adopt the following resolution authorizing the necessary budget amendments:

**RESOLUTION NO. 2020-71 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020, AND ENDING JUNE 30, 2021 (ASSET FORFEITURE FUNDS FOR POLICE EQUIPMENT AND**

**SERVICES) PUBLIC SERVICES**

19) **CONSIDERATION OF AGREEMENT FOR BUS SHELTER MAINTENANCE**

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

1. Approve, by a majority vote of the entire City Council, dispensing with formal bidding procedures and requirements in connection with the procurement of bus shelter maintenance services, in accordance with the requirements of Section 2-330(b) of the West Covina Municipal Code and Section 19404 of the California Welfare and Institutions Code.
2. Authorize the City Manager to negotiate and execute an agreement with Valley Light Industries, for an initial term of three (3) years, with two (2) optional one (1) year extensions, in an amount not-to-exceed \$72,956 annually, for the weekly cleaning of City-owned bus shelters, in a form approved by the City Attorney; and
3. Authorize the City Manager to exercise the extension options.

**20) CONSIDERATION OF AN AGREEMENT WITH UNION STATION HOMELESS SERVICES, FOR IMPLEMENTATION OF CITY HOMELESS PLAN GRANT**

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

1. Approve the agreement with Union Station to provide homeless services and authorize the City Manager to negotiate and execute the agreement; and
2. Approve the following Resolution:

**RESOLUTION NO. 2020-84 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021 (UNION STATION HOMELESS SERVICES - VOUCHERS)**

**END OF CONSENT CALENDAR**

**HEARINGS**

**PUBLIC HEARINGS**

**21) PUBLIC HEARING TO CONSIDER CODE AMENDMENT NO. 20-01 FOR FILM PERMIT STANDARDS**

Mayor Wu announced the Public Hearing matter, Assistant City Clerk Sherrick verified that proper legal notice was given, and Mayor Wu opened the Public Hearing at 8:37 p.m.

Public Comments in Favor;

None

Public Comment in Opposition;

None

**---End of Public Comment---**

There being no public speakers, Mayor Wu closed the public hearing at 9:41 p.m.

**MOTION BY COUNCILMAN CASTELLANOS AND SECONDED BY MAYOR PRO TEM LOPEZ-VIADOCARRIED 4-1 (No Johnson) to:** approve Code Amendment No. 20-01 with the following changes keeping residential and commercial for sixty-day (60) cooling off period and five (5) days of filming not including setup:

1. Conducting a public hearing regarding Code Amendment No. 20-01; and
2. Introducing for first reading, by title only, further reading waived, the following ordinance:

**ORDINANCE NO. 2471 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA APPROVING CODE AMENDMENT NO. 20-01, RELATED TO FILM PERMIT STANDARDS**

**DEPARTMENTAL REGULAR MATTERS**

**POLICE DEPARTMENT**

**22) POLICE DEPARTMENT UPDATE**

(Item 22 was removed from the Agenda by City Manager Carmany.)

**MAYOR/COUNCILMEMBERS REPORTS**

None

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

None

**CITY COUNCIL COMMENTS**

Councilmember Shewmaker requested that Mr. Jobst comments be read during Council Comments.

**ADJOURNMENT**

A motion to adjourn the Regular Meeting was made by Councilman Castellanos, and the meeting was adjourned at 9:46 p.m. The next regularly scheduled Regular City Council Meeting will be held on Tuesday, August 04, 2020 at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

Submitted by:

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Lisa Sherrick  
Assistant City Clerk

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Tony Wu  
Mayor



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** August 4, 2020

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF INVESTMENT REPORT FOR THE MONTH ENDED MAY 31, 2020**

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### RECOMMENDATION:

It is recommended that the City Council receive and file the Investment Report for the month ended May 31, 2020.

### BACKGROUND:

California Government Code Section 53646 requires that cities report detailed information on all securities, investments, and monies of the City and to report the market value of the investments held. California Government Code Section 53601 and the City's Investment Policy define the types of investments allowed. The City's Investment Policy was last revised and adopted by the City Council on July 2, 2019. The City's Investment Policy has set primary goals of the portfolio management of safety, liquidity and yield.

Bond reserves are held and invested by a Trustee. The investment of these funds is governed by an investment policy approved by the City Council as a part of the governing documents for each specific bond issue.

### DISCUSSION:

The Investment Report (Attachment No. 1) presents the City's and the Successor Agency's cash and investments for the month ended May 31, 2020. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as, reporting of the market value of the investments held. All the investments contained within the portfolio are in full compliance with Government Code Section 53601 and the City's Investment Policy as to the types of investments allowed. As stated in the attached report, there are sufficient funds to meet the budgeted expenditures over the next six months. The City's surplus funds are deposited with the Los Angeles County Investment Pool (LACIP), the Local Agency Investment Fund (LAIF) and Chandler Asset Management (Attachment No. 2).

At May 31, 2020, the investment portfolio had a market value of \$82,213,564 and the bond reserves had a market value of \$6,659,060.

**Prepared by:** Robbeyn Bird, Finance Director

**Additional Approval:** David Carmany, City Manager

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### Attachments

Attachment No. 1 - Investment Report May 31, 2020

**CITY COUNCIL GOALS & OBJECTIVES:** Achieve Fiscal Sustainability and Financial Stability  
Engage in Proactive Economic Development

**City of West Covina  
Investment Report  
For the Month Ended May 31, 2020**

| Description  | Book Value           | Market Value         | Interest/<br>Yield to<br>Maturity | Maturity<br>Date | % of<br>Portfolio |
|--|----------------------|----------------------|-----------------------------------|------------------|-------------------|
| <b>Cash and Cash Equivalents</b>                             |                      |                      |                                   |                  |                   |
| Wells Fargo Checking Account                                 | \$ 4,516,894         | \$ 4,516,894         | 0.00%                             | n/a              | 5.08%             |
| Pacific Western Bank Checking - HPP (CDBG)                   | 3,642                | 3,642                | 0.00%                             | n/a              | 0.00%             |
| Pacific Western Bank Checking - HPP (LMIHF)                  | 2,092                | 2,092                | 0.00%                             | n/a              | 0.00%             |
| Los Angeles County Investment Pool (LACIP)                   | 24,160               | 24,160               | 0.98%                             | n/a              | 0.03%             |
| Los Angeles County Investment Pool (LACIP) - CFD             | 2,168                | 2,168                | 0.98%                             | n/a              | 0.00%             |
| Local Agency Investment Fund (LAIF)                          | 70,476,254           | 70,476,254           | 1.36%                             | n/a              | 79.30%            |
| Wells Fargo Checking Account - Successor Agency              | 3,345,066            | 3,345,066            | 0.00%                             | n/a              | 3.76%             |
| Wells Fargo Checking Account - CFD                           | 3,504,098            | 3,504,098            | 0.00%                             | n/a              | 3.94%             |
| <b>Investments - Chandler Asset Management</b>               |                      |                      |                                   |                  |                   |
| Asset-Backed Securities                                      | 144,580              | 145,522              | 0.63%                             | See attached     | 0.16%             |
| Federal Agencies   | -                    | -                    | 0.00%                             | See attached     | 0.00%             |
| Collateralized Mortgage Obligation                           | 149,650              | 152,015              | 1.52%                             | See attached     | 0.17%             |
| Money Market Funds   | 41,653               | 41,653               | 0.01%                             | See attached     | 0.05%             |
| US Treasury  | -                    | -                    | 0.00%                             | See attached     | 0.00%             |
| <b>Total Cash and Investments</b>                            | <b>\$ 82,210,257</b> | <b>\$ 82,213,564</b> |                                   |                  |                   |
| <b>Bond Reserves</b>   |                      |                      |                                   |                  |                   |
| Lease Revenue Bonds, 2006 Series A & 2006 Series B (Taxable) |                      |                      |                                   |                  |                   |
| First American Treasury Obligations Fund Class D             | \$ 1,071,000         | \$ 1,071,000         | 1.39%                             | n/a              | 1.21%             |
| First American Treasury Obligations Fund Class D             | 585,372              | 585,372              | 1.39%                             | n/a              | 0.66%             |
| 1996 Special Tax Refunding Bonds - Successor Agency          |                      |                      |                                   |                  |                   |
| First American Treasury Obligations Fund Class D             | 5,002,688            | 5,002,688            | 7.01%                             | 9/1/2022         | 5.63%             |
| First American Treasury Obligations Fund Class D             | -                    | -                    | 1.39%                             | n/a              | 0.00%             |
| <b>Total Bond Reserves</b>                                   | <b>\$ 6,659,060</b>  | <b>\$ 6,659,060</b>  |                                   |                  |                   |
| <b>Total Investment Portfolio</b>                            | <b>\$ 88,869,317</b> | <b>\$ 88,872,624</b> |                                   |                  | <b>100.00%</b>    |

|   |       |
|---|-------|
| Blended Yield of Cash and Investments * | 1.36% |
|---|-------|

| Benchmarks:       |       |
|-------------------|-------|
| LAIF              | 1.36% |
| LACIP             | 0.98% |
| 6mo U.S. Treasury | 0.18% |
| 2yr U.S. Treasury | 0.16% |
| 5yr U.S. Treasury | 0.30% |

I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. The investment portfolio provides sufficient funds to meet the budgeted expenditures over the next six months. This report meets the requirements of Government Code Section 53646.

PREPARED BY:

  
Robbeyn Bird - Finance Director

REVIEWED BY:

  
Colleen B. Rozatti - City Treasurer

APPROVED BY:

  
David Carmany - City Manager



# City of West Covina Short Term - Account #10479

## MONTHLY ACCOUNT STATEMENT

MAY 1, 2020 THROUGH MAY 31, 2020

### Chandler Team:

For questions about your account, please call (800) 317-4747,  
or contact [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

### Custodian

US Bank  
Christopher Isles  
(503) 464-3685

**CHANDLER** ASSET MANAGEMENT  
[chandlerasset.com](http://chandlerasset.com)

*Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.*





## PORTFOLIO CHARACTERISTICS

|                           |          |
|---------------------------|----------|
| Average Modified Duration | 0.62     |
| Average Coupon            | 2.42%    |
| Average Purchase YTM      | 2.22%    |
| Average Market YTM        | 0.95%    |
| Average S&P/Moody Rating  | AAA/Aaa  |
| Average Final Maturity    | 1.19 yrs |
| Average Life              | 0.63 yrs |

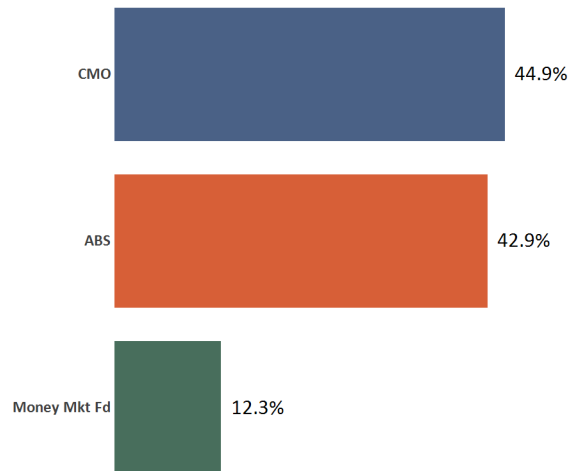
## ACCOUNT SUMMARY

|                    | Beg. Values<br>as of 4/30/20 | End Values<br>as of 5/31/20 |
|--------------------|------------------------------|-----------------------------|
| Market Value       | 339,325                      | 339,190                     |
| Accrued Interest   | 535                          | 512                         |
| Total Market Value | <b>339,860</b>               | <b>339,702</b>              |
| Income Earned      | 2,344                        | 672                         |
| Cont/WD            |                              | -179                        |
| Par                | 334,470                      | 335,018                     |
| Book Value         | 335,367                      | 335,883                     |
| Cost Value         | 336,863                      | 337,469                     |

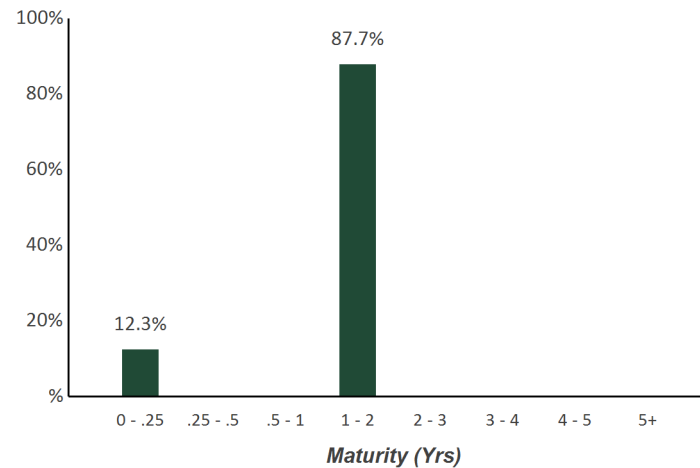
## TOP ISSUERS

|                                 |               |
|---------------------------------|---------------|
| Federal Home Loan Mortgage Corp | 44.9%         |
| Honda ABS                       | 34.0%         |
| First American Govt Oblig Fund  | 12.3%         |
| John Deere ABS                  | 8.9%          |
| <b>Total</b>                    | <b>100.0%</b> |

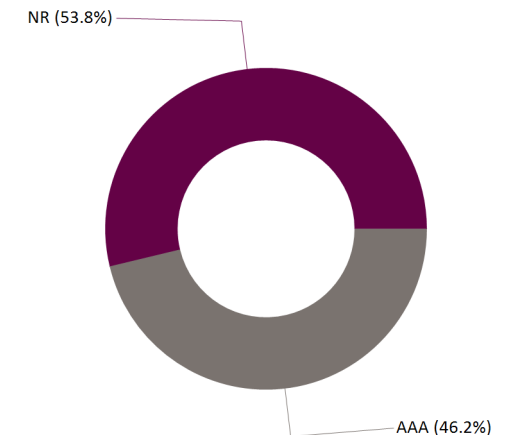
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## PERFORMANCE REVIEW

| TOTAL RATE OF RETURN                     | 1M    | 3M    | YTD   | 1YR   | Annualized |       |      |       |           |
|--|-------|-------|-------|-------|------------|-------|------|-------|-----------|
|  |       |       |       |       | 2YRS       | 3YRS  | 5YRS | 10YRS | 7/31/2016 |
| City of West Covina Short Term           | 0.01% | 0.89% | 1.42% | 3.05% | 3.16%      | 2.25% | N/A  | N/A   | 1.84%     |
| ICE BAML 1-3 Yr US Treasury/Agency Index | 0.07% | 1.47% | 2.90% | 4.56% | 4.00%      | 2.65% | N/A  | N/A   | 2.08%     |

# Statement of Compliance

As of May 31, 2020



## City of West Covina

Assets managed by Chandler Asset Management are in full compliance with state law and the District's investment policy.

| Category  | Standard   | Comment   |
|---|--|-----------|
| Treasury Issues                                     | No limitations   | Complies  |
| Federal Agencies                                    | No limitations   | Complies  |
| Municipal Securities                                | "A" or higher by a NRSRO; 30% maximum; 5% max per issuer   | Complies  |
| Supranationals                                      | "AA" rated or higher by a NRSRO; 30% max; 10% max per issuer; Unsubordinated obligations issued by: IBRD, IFC, IADB  | Complies  |
| Medium Term Notes                                   | "A" rated or higher by a NRSRO; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S.   | Complies  |
| Collateralized Certificates of Deposit              | 25% maximum  | Complies  |
| Negotiable Certificates of Deposit                  | "A" rated or better by a NRSRO; 30% maximum  | Complies  |
| Banker's Acceptances                                | 40% maximum; 30% max per one commercial bank; 180 days max maturity  | Complies  |
| Commercial Paper                                    | A-1/P-1 rating or higher by both S&P and Moody's; 25% maximum; 5% per issuer; 270 days max maturity; Eligible paper is limited to corporations organized and operating within the U.S. with total assets of at least \$500 million | Complies  |
| Asset-Backed Securities/ Mortgage-Backed Securities | "AA" or better by a NRSRO; "A" rated issuer rating or higher by a NRSRO; 20% maximum   | Complies* |
| Money Market Mutual Funds                           | "AAA" rated or highest rating by a NRSRO; 20% maximum; 10% per fund  | Complies  |
| Prohibited Securities                               | Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities; Reverse Repurchase Agreements   | Complies  |
| Repurchase Agreements                               | 20% maximum; 100 days max maturity; collateralized 102% of market value; Not used by investment adviser  | Complies  |
| Local Agency Investment Fund (LAIF)                 | Maximum program; Not used by investment adviser  | Complies  |
| Los Angeles County Investment Pool                  | Maximum program; Not used by investment adviser  | Complies  |
| Max per Security Type                               | No more than 40% of the City's total portfolio shall be invested in a single security type or with a single financial institution  | Complies  |
| Max per Issuer                                      | No more than 5% in any single issuer except US Gov, Agencies, Supranationals, Money Market Funds, LAIF, or LGIP  | Complies  |
| Maximum Maturity                                    | 5 years  | Complies  |

\*Account is terminating and liquidating all positions as they mature.

## Reconciliation Summary

As of May 31, 2020



| BOOK VALUE RECONCILIATION               |             |                     |
|---|-------------|---------------------|
| <b>BEGINNING BOOK VALUE</b>             |             | <b>\$335,367.18</b> |
| <u><b>Acquisition</b></u>               |             |                     |
| + Security Purchases                    | \$0.00      |                     |
| + Money Market Fund Purchases           | \$24,170.49 |                     |
| + Money Market Contributions            | \$0.00      |                     |
| + Security Contributions                | \$0.00      |                     |
| + Security Transfers                    | \$0.00      |                     |
| <b>Total Acquisitions</b>               |             | <b>\$24,170.49</b>  |
| <u><b>Dispositions</b></u>              |             |                     |
| - Security Sales                        | \$0.00      |                     |
| - Money Market Fund Sales               | \$0.00      |                     |
| - MMF Withdrawals                       | \$178.75    |                     |
| - Security Withdrawals                  | \$0.00      |                     |
| - Security Transfers                    | \$0.00      |                     |
| - Other Dispositions                    | \$0.00      |                     |
| - Maturities                            | \$0.00      |                     |
| - Calls                                 | \$0.00      |                     |
| - Principal Paydowns                    | \$23,443.32 |                     |
| <b>Total Dispositions</b>               |             | <b>\$23,622.07</b>  |
| <u><b>Amortization/Accretion</b></u>    |             |                     |
| +/- Net Accretion                       | (\$32.15)   |                     |
|   |             | (\$32.15)           |
| <u><b>Gain/Loss on Dispositions</b></u> |             |                     |
| +/- Realized Gain/Loss                  | \$0.00      |                     |
|   |             | \$0.00              |
| <b>ENDING BOOK VALUE</b>                |             | <b>\$335,883.45</b> |

| CASH TRANSACTION SUMMARY       |                    |                    |
|--------------------------------|--------------------|--------------------|
| <b>BEGINNING BALANCE</b>       |                    | <b>\$17,661.29</b> |
| <u><b>Acquisition</b></u>      |                    |                    |
| Contributions                  | \$0.00             |                    |
| Security Sale Proceeds         | \$0.00             |                    |
| Accrued Interest Received      | \$0.00             |                    |
| Interest Received              | \$724.35           |                    |
| Dividend Received              | \$2.82             |                    |
| Principal on Maturities        | \$0.00             |                    |
| Interest on Maturities         | \$0.00             |                    |
| Calls/Redemption (Principal)   | \$0.00             |                    |
| Interest from Calls/Redemption | \$0.00             |                    |
| Principal Paydown              | \$23,443.32        |                    |
| <b>Total Acquisitions</b>      | <b>\$24,170.49</b> |                    |
| <u><b>Dispositions</b></u>     |                    |                    |
| Withdrawals                    | \$178.75           |                    |
| Security Purchase              | \$0.00             |                    |
| Accrued Interest Paid          | \$0.00             |                    |
| <b>Total Dispositions</b>      | <b>\$178.75</b>    |                    |
| <b>ENDING BOOK VALUE</b>       |                    | <b>\$41,653.03</b> |

## Holdings Report

As of May 31, 2020



| CUSIP                                  | Security Description   | Par Value/Units   | Purchase Date<br>Book Yield | Cost Value<br>Book Value               | Mkt Price<br>Mkt YTM | Market Value<br>Accrued Int.       | % of Port.<br>Gain/Loss           | Moody/S&P<br>Fitch             | Maturity<br>Duration       |
|--|--|-------------------|-----------------------------|--|----------------------|------------------------------------|-----------------------------------|--------------------------------|----------------------------|
| <b>ABS</b>                             |  |                   |                             |  |                      |                                    |                                   |                                |                            |
| 43811BAC8                              | Honda Auto Receivables Trust 2017-2<br>A3<br>1.68% Due 8/16/2021 | 22,607.71         | 04/27/2018<br>2.62%         | 22,256.24<br>22,478.97                 | 100.29<br>0.51%      | 22,673.07<br>16.88                 | 6.68%<br>194.10                   | Aaa / AAA<br>NR                | 1.21<br>0.24               |
| 43814WAB1                              | Honda Auto Receivables Trust 2019-1<br>A2<br>2.75% Due 9/20/2021 | 92,080.36         | 02/19/2019<br>2.77%         | 92,074.43<br>92,077.34                 | 100.61<br>0.57%      | 92,644.04<br>91.44                 | 27.30%<br>566.70                  | NR / AAA<br>AAA                | 1.31<br>0.28               |
| 47788BAD6                              | John Deere Owner Trust 2017-B A3<br>1.82% Due 10/15/2021         | 5,365.59          | 07/11/2017<br>1.83%         | 5,365.20<br>5,365.46                   | 100.20<br>0.68%      | 5,376.58<br>4.34                   | 1.58%<br>11.12                    | Aaa / NR<br>AAA                | 1.38<br>0.18               |
| 47788CAC6                              | John Deere Owner Trust 2018-A A3<br>2.66% Due 4/18/2022          | 24,659.56         | 02/21/2018<br>2.68%         | 24,657.80<br>24,658.76                 | 100.69<br>0.97%      | 24,828.55<br>29.15                 | 7.32%<br>169.79                   | Aaa / NR<br>AAA                | 1.88<br>0.39               |
| <b>Total ABS</b>                       |  | <b>144,713.22</b> | <b>2.70%</b>                | <b>144,353.67</b><br><b>144,580.53</b> | <b>0.63%</b>         | <b>145,522.24</b><br><b>141.81</b> | <b>42.88%</b><br><b>941.71</b>    | <b>Aaa / AAA</b><br><b>AAA</b> | <b>1.39</b><br><b>0.29</b> |
| <b>CMO</b>                             |  |                   |                             |  |                      |                                    |                                   |                                |                            |
| 3137BFDQ1                              | FHLMC K717 A2<br>2.991% Due 9/25/2021                            | 148,652.23        | 01/04/2018<br>2.37%         | 151,462.69<br>149,649.89               | 102.26<br>1.52%      | 152,014.43<br>370.52               | 44.86%<br>2,364.54                | NR / NR<br>AAA                 | 1.32<br>1.11               |
| <b>Total CMO</b>                       |  | <b>148,652.23</b> | <b>2.37%</b>                | <b>151,462.69</b><br><b>149,649.89</b> | <b>1.52%</b>         | <b>152,014.43</b><br><b>370.52</b> | <b>44.86%</b><br><b>2,364.54</b>  | <b>NR / NR</b><br><b>AAA</b>   | <b>1.32</b><br><b>1.11</b> |
| <b>MONEY MARKET FUND FI</b>            |  |                   |                             |  |                      |                                    |                                   |                                |                            |
| 31846V203                              | First American Govt Obligation Fund<br>Class Y                   | 41,653.03         | Various<br>0.01%            | 41,653.03<br>41,653.03                 | 1.00<br>0.01%        | 41,653.03<br>0.00                  | 12.26%<br>0.00                    | Aaa / AAA<br>AAA               | 0.00<br>0.00               |
| <b>Total Money Market Fund FI</b>      |  | <b>41,653.03</b>  | <b>0.01%</b>                | <b>41,653.03</b><br><b>41,653.03</b>   | <b>0.01%</b>         | <b>41,653.03</b><br><b>0.00</b>    | <b>12.26%</b><br><b>0.00</b>      | <b>Aaa / AAA</b><br><b>AAA</b> | <b>0.00</b><br><b>0.00</b> |
| <b>TOTAL PORTFOLIO</b>                 |  | <b>335,018.48</b> | <b>2.22%</b>                | <b>337,469.39</b><br><b>335,883.45</b> | <b>0.95%</b>         | <b>339,189.70</b><br><b>512.33</b> | <b>100.00%</b><br><b>3,306.25</b> | <b>Aaa / AAA</b><br><b>AAA</b> | <b>1.19</b><br><b>0.62</b> |
| <b>TOTAL MARKET VALUE PLUS ACCRUED</b> |  |                   |                             |  |                      | <b>339,702.03</b>                  |                                   |                                |                            |



| Transaction Type          | Settlement Date | CUSIP     | Quantity         | Security Description  | Price   | Acq/Disp Yield | Amount           | Interest Pur/Sold | Total Amount     | Gain/Loss   |
|---------------------------|-----------------|-----------|------------------|---|---------|----------------|------------------|-------------------|------------------|-------------|
| <b>ACQUISITIONS</b>       |                 |           |                  |   |         |                |                  |                   |                  |             |
| Purchase                  | 05/01/2020      | 31846V203 | 2.82             | First American Govt Obligation Fund Class Y                   | 1.000   | 0.01%          | 2.82             | 0.00              | 2.82             | 0.00        |
| Purchase                  | 05/15/2020      | 31846V203 | 3,941.17         | First American Govt Obligation Fund Class Y                   | 1.000   | 0.01%          | 3,941.17         | 0.00              | 3,941.17         | 0.00        |
| Purchase                  | 05/15/2020      | 31846V203 | 2,167.65         | First American Govt Obligation Fund Class Y                   | 1.000   | 0.01%          | 2,167.65         | 0.00              | 2,167.65         | 0.00        |
| Purchase                  | 05/15/2020      | 31846V203 | 3,523.86         | First American Govt Obligation Fund Class Y                   | 1.000   | 0.01%          | 3,523.86         | 0.00              | 3,523.86         | 0.00        |
| Purchase                  | 05/18/2020      | 31846V203 | 13,944.69        | First American Govt Obligation Fund Class Y                   | 1.000   | 0.01%          | 13,944.69        | 0.00              | 13,944.69        | 0.00        |
| Purchase                  | 05/26/2020      | 31846V203 | 590.30           | First American Govt Obligation Fund Class Y                   | 1.000   | 0.01%          | 590.30           | 0.00              | 590.30           | 0.00        |
| <b>Subtotal</b>           |                 |           | <b>24,170.49</b> |   |         |                | <b>24,170.49</b> | <b>0.00</b>       | <b>24,170.49</b> | <b>0.00</b> |
| <b>TOTAL ACQUISITIONS</b> |                 |           | <b>24,170.49</b> |   |         |                | <b>24,170.49</b> | <b>0.00</b>       | <b>24,170.49</b> | <b>0.00</b> |
| <b>DISPOSITIONS</b>       |                 |           |                  |   |         |                |                  |                   |                  |             |
| Paydown                   | 05/15/2020      | 43811BAC8 | 3,904.05         | Honda Auto Receivables Trust 2017-2 A3<br>1.68% Due 8/16/2021 | 100.000 |                | 3,904.05         | 37.12             | 3,941.17         | 0.00        |
| Paydown                   | 05/15/2020      | 47788BAD6 | 2,156.24         | John Deere Owner Trust 2017-B A3<br>1.82% Due 10/15/2021      | 100.000 |                | 2,156.24         | 11.41             | 2,167.65         | 0.00        |
| Paydown                   | 05/15/2020      | 47788CAC6 | 3,461.52         | John Deere Owner Trust 2018-A A3<br>2.66% Due 4/18/2022       | 100.000 |                | 3,461.52         | 62.34             | 3,523.86         | 0.00        |
| Paydown                   | 05/18/2020      | 43814WAB1 | 13,702.27        | Honda Auto Receivables Trust 2019-1 A2<br>2.75% Due 9/20/2021 | 100.000 |                | 13,702.27        | 242.42            | 13,944.69        | 0.00        |
| Paydown                   | 05/26/2020      | 3137BFDQ1 | 219.24           | FHLMC K717 A2<br>2.991% Due 9/25/2021                         | 100.000 |                | 219.24           | 371.06            | 590.30           | 0.00        |
| <b>Subtotal</b>           |                 |           | <b>23,443.32</b> |   |         |                | <b>23,443.32</b> | <b>724.35</b>     | <b>24,167.67</b> | <b>0.00</b> |
| Security Withdrawal       | 05/05/2020      | 31846V203 | 137.08           | First American Govt Obligation Fund Class Y                   | 1.000   |                | 137.08           | 0.00              | 137.08           | 0.00        |

## Transaction Ledger

As of May 31, 2020



| Transaction Type                | Settlement Date | CUSIP     | Quantity         | Security Description                        | Price | Acq/Disp Yield | Amount           | Interest Pur/Sold | Total Amount     | Gain/Loss   |
|---------------------------------|-----------------|-----------|------------------|---|-------|----------------|------------------|-------------------|------------------|-------------|
| <b>DISPOSITIONS</b>             |                 |           |                  |   |       |                |                  |                   |                  |             |
| Security Withdrawal             | 05/26/2020      | 31846V203 | 41.67            | First American Govt Obligation Fund Class Y | 1.000 |                | 41.67            | 0.00              | 41.67            | 0.00        |
| <b>Subtotal</b>                 |                 |           | <b>178.75</b>    |   |       |                | <b>178.75</b>    | <b>0.00</b>       | <b>178.75</b>    | <b>0.00</b> |
| <b>TOTAL DISPOSITIONS</b>       |                 |           | <b>23,622.07</b> |   |       |                | <b>23,622.07</b> | <b>724.35</b>     | <b>24,346.42</b> | <b>0.00</b> |
| <b>OTHER TRANSACTIONS</b>       |                 |           |                  |   |       |                |                  |                   |                  |             |
| Dividend                        | 05/01/2020      | 31846V203 | 17,661.29        | First American Govt Obligation Fund Class Y | 0.000 |                | 2.82             | 0.00              | 2.82             | 0.00        |
| <b>Subtotal</b>                 |                 |           | <b>17,661.29</b> |   |       |                | <b>2.82</b>      | <b>0.00</b>       | <b>2.82</b>      | <b>0.00</b> |
| <b>TOTAL OTHER TRANSACTIONS</b> |                 |           | <b>17,661.29</b> |   |       |                | <b>2.82</b>      | <b>0.00</b>       | <b>2.82</b>      | <b>0.00</b> |



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** August 4, 2020

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF APPROVAL OF TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AGREEMENT NO. 2020MP83, FOR THE SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

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### RECOMMENDATION:

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

1. Authorize the City Manager to negotiate and execute the Transfer Agreement with the Los Angeles County Flood Control District; and
2. Authorize the City Manager to negotiate and execute any amendments to the Transfer Agreement.

### BACKGROUND:

In May 2017, the Chief Engineer of the Los Angeles County Flood Control District developed an expenditure plan that would determine an appropriate parcel tax to implement stormwater projects and programs. The proposed Safe, Clean Water Program (SCW) funding measure affects parcels within the Los Angeles County Flood Control District.

The SCW is a multi-benefit stormwater and/or urban runoff capture program intended to improve water quality in a manner that achieves additional benefits such as increasing water supply and investing in the health and well-being of Los Angeles County communities. This program will help communities on a path to water resiliency and economic security through strategies, projects, and policies that increase drought preparedness, improve the water quality of rivers, lakes, and streams, and ensure investments in improved quality of life, especially for communities most exposed to pollution and vulnerable to climate.

Some of SCW Program goals include:

- Improve water quality and contribute to the attainment of water quality requirements.
- Invest in infrastructure that provides multiple benefits.
- Promote green jobs and career pathways.
- Provide ongoing operations and maintenance for projects.
- Improve public health by preventing and cleaning up contaminated water, increasing access to open space, providing additional recreational opportunities, and helping communities mitigate and adapt to the effects of climate change through activities such as increasing shade and green space.

SCW Program funds will be transferred to municipalities in advance of eligible expenditures being made. Prior to

their receipt of SCW Program funds, municipalities must enter into an agreement with the District to transfer SCW Program funds. The Transfer Agreement will require recipients of funds to comply with the requirements of the SCW Program and other provisions established by the Board of Supervisors (Attachment No. 1).

#### **DISCUSSION:**

In November 2018, voters approved the Safe, Clean Water (SCW) Program, a special parcel tax based on impermeable areas within the jurisdiction of the Los Angeles Flood Control District (District). The SCW Program is intended to improve water quality in a manner that achieves additional benefits such as increasing water supply and investing in the health and well-being of Los Angeles County communities. Revenues derived from the tax are allocated to projects and programs implemented by the District (10%) and municipalities (40%), and for regional watershed-based projects and programs (50%).

The municipal funds can be used for eligible activities such as project development, design, construction, effectiveness monitoring, operations and maintenance, as well as for other programs and studies related to protecting and improving water quality in lakes, rivers and the ocean. Up to 30% of the funds may be used to maintain existing eligible projects and programs.

Prior to receipt of the funds, the City must submit an annual plan of eligible expenditures and enter into a fund Transfer Agreement with the District. The Transfer Agreement requires municipalities to comply with the requirements of the SCW Program and other provisions established by the Board of Supervisors. The Transfer Agreement--approved by the Board of Supervisors on June 9, 2020--was recently distributed to municipalities for execution. The City will receive the municipal funds for Fiscal Year 2020-21 within 45-days after execution of the Transfer Agreement or 14-days from the District's receipt of the City's 2020-21 annual plan, whichever occurs later. The City's municipal fund for Fiscal Year 2020-21 is estimated to be \$1,370,000.

#### **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, PE, City Engineer

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#### **Fiscal Impact**

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

An estimated \$1.37 million annually may be budgeted for SCW Program eligible projects and programs.

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#### **Attachments**

Attachment No. 1 - Transfer Agreement with the Los Angeles County Flood Control District

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**CITY COUNCIL GOALS & OBJECTIVES:** Enhance the City Image and Effectiveness  
Enhance Public Safety  
Enhance City Programs and Activities



**TRANSFER AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND  
CITY OF WEST COVINA  
AGREEMENT NO. 2020MP83  
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM**

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of June 25, 2020 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and the City of West Covina, hereinafter referred to as "Municipality."

**WHEREAS**, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

**WHEREAS**, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

**WHEREAS**, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

**WHEREAS**, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

**NOW, THEREFORE**, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

**I. DEFINITIONS**

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

“Agreement” means this Transfer Agreement, including all exhibits and attachments hereto.

“Annual Plan” means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code.

“Days” means calendar days unless otherwise expressly indicated.

“Fiscal Year” means the period of twelve (12) months terminating on June 30 of any year.

“Safe Clean Water (SCW) Program Payment” means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

“Year” means calendar year unless otherwise expressly indicated.

## **II. PARTY CONTACTS**

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

|   |  |                           |  |
|---|--|---------------------------|--|
| Los Angeles County Flood Control District |  | Municipality: West Covina |  |
| Name:                                     |  | Name:                     | Mark Persico                                 |
| Address:                                  |  | Address:                  | 1444 W. Garvey Ave. S. West Covina, CA 91790 |
| Phone:                                    |  | Phone:                    | (626) 939-8401                               |
| Email:                                    |  | Email:                    | MPersico@westcovina.org                      |

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

## **III. EXHIBITS INCORPORATED BY REFERENCE**

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS

EXHIBIT B – GENERAL TERMS AND CONDITIONS

EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

#### **IV. MUNICIPAL PROGRAM IMPLEMENTATION**

- A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan for the 2020-21 Fiscal Year shall be submitted to the District no later than 45-days after the execution of this Agreement by the last party to sign. An Annual Plan for each subsequent Fiscal Year shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
- B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
- C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

#### **V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES**

- A. The District shall disburse the Municipality's SCW Program Payment for the 2020-21 Fiscal Year within 45-days of the signed executed Agreement or within 14-days of the District's receipt of the Annual Plan for 2020-21 Fiscal Year in compliance with Exhibit A, whichever comes later. The initial disbursement of SCW Program Payments shall include the amount of revenue collected by the District at the time of Agreement execution; any additional funds that are subsequently collected will be disbursed by August 31, 2020.
- B. SCW Program Payments in subsequent Fiscal Years will generally be available for disbursement by August 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph C, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
- C. For subsequent Fiscal Years, the District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
- D. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
- E. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

## **VI. Term of Agreement**

This Agreement shall expire at the end of the 2023-24 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

## **VII. Execution of Agreement**

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in the form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of “original” versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF WEST COVINA

By: \_\_\_\_\_

Name: David Carmany

Title: City Manager

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

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT:

By: \_\_\_\_\_

Name:

Title:

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

## **EXHIBIT A – ANNUAL PLAN CONTENTS**

- A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.
- A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.
- A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.
- A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

## **EXHIBIT B – GENERAL TERMS AND CONDITIONS**

### **B-1. Accounting and Deposit of Funding Disbursement**

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

### **B-2. Acknowledgement of Credit and Signage**

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

### **B-3. Acquisition of Real Property - Covenant**

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

**B-4. Amendment**

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

**B-5. Assignment**

The Municipality shall not assign this Agreement.

**B-6. Audit and Recordkeeping**

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9<sup>th</sup>) month from the end of each three (3) year period to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website.

| <b>Every Third Fiscal Year</b> |                            |  |
|--------------------------------|----------------------------|--|
| <b><u>Fiscal Year</u></b>      | <b><u>Audit Begins</u></b> | <b><u>Audit Report Due to District</u></b> |
| 2020-21                        | 7/1/2023                   | No later than 3/31/2024                    |

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit



reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.

5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

#### B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

#### B-8. Choice of Law

The laws of the State of California govern this Agreement.

#### B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

#### B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

#### B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

#### B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

#### B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties. All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

#### B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

#### B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

#### B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

#### B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

#### B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

#### B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

#### B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5<sup>th</sup>) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception.

| <b><u>Fiscal Year Transferred</u></b> | <b><u>Funds Lapse After</u></b> | <b><u>Extension Request Due</u></b> | <b><u>Commit By</u></b> |
|---------------------------------------|---------------------------------|-------------------------------------|-------------------------|
| 2019-20                               | 6/30/2025                       | No later than 3/31/2025             | No later than 6/30/2026 |

#### B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

#### B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

#### B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

#### B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
  - a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
  - b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
  - a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
  - b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
  - c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

#### B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for performance of work.

## B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:

- a. Amount of funds received;
- b. Breakdown of how the SCW Program Payment has been expended;
- c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
- d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
- e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
- f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
- g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
- h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
- i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.

- j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
  - i. Annual volume of stormwater captured and treated
  - ii. Annual volume of stormwater captured and reused
  - iii. Annual volume of stormwater captured and recharged to a managed aquifer
  - iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
  - v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
  - vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.
2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

#### B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other

instrument to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

#### B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

#### B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

#### B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or



2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

## EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.

The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.

Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/ Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.



| METHODS   | GOOD  | BETTER   | BEST   |
|---|---|--|--|
| Vegetation/Green Space                                | Use of climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation   | Use of native, climate-appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation  | Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate<br>More than 35% covered by new native vegetation  |
| Increase of Permeability                              | Installation of vegetated landscape – 25%-49% paved area removed<br>Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)   | Installation of vegetated landscape – 50%-74% paved area removed<br>Improvements of soil health (e.g., compaction reduction)   | Installation of vegetated landscape – 75%-100% paved area removed<br>Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation   |
| Protection of Undeveloped Mountains & Floodplains     | <ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Minimal negative impact to existing drainage system</li> </ul>  | <ul style="list-style-type: none"> <li>• Preservation of native vegetation</li> <li>• Installation of new feature(s) to improve existing drainage system</li> </ul>  | <ul style="list-style-type: none"> <li>• Creation of open green space</li> <li>• Installation of features to improve natural hydrology</li> </ul>  |
| Creation & Restoration of Riparian Habitat & Wetlands | <ul style="list-style-type: none"> <li>• Partial restoration of existing riparian habitat and wetlands</li> <li>• Planting of climate appropriate vegetation - between 11 and 20 different climate-appropriate or native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul> | <ul style="list-style-type: none"> <li>• Full restoration of existing riparian habitat and wetlands</li> <li>• Planting of native vegetation - between 21 and 40 different native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul> | <ul style="list-style-type: none"> <li>• Full restoration and expansion of existing riparian habitat and wetlands</li> <li>Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted</li> <li>• No potable water used to sustain the wetland</li> </ul> |

|                        |  |  |   |
|------------------------|--|--|---|
| New Landscape Elements | Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel | Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel   | Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90 <sup>th</sup> percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff  |
| Enhancement of Soil    | Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion<br>Planting of new climate-appropriate vegetation to enhance soil organic matter | Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities<br>Planting of new native, climate-appropriate vegetation to enhance soil organic matter | Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities<br>Planting of new native, climate appropriate vegetation to enhance soil organic matter |

## **EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT**

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

### **1. Litter Control**

- Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
- Regular inspection and maintenance of pet waste stations
- Maintaining trash receptacles
- Removal of trash, debris, and blockages from bioswales
- Inspection and cleaning of trash booms
- Inspection of weir gates and stop logs to clean debris, as required.

### **2. Vegetation Maintenance**

- Weed control
  - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
  - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs)
  - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.
- Tree and shrubbery trimming and care
  - Removal of dead trees and elimination of diseased/damaged growth
  - Prevent encroachment of adjacent property and provide vertical clearance
  - Inspect for dead or diseased plants regularly
- Wetland vegetation and landscape maintenance
  - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
  - Draining and drawdown of wetland and excessive bulrush removal

- Weed and nuisance plant control
- Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment
- Wildflower and meadow maintenance
- Grass, sedge, and yarrow management
- Removal of unwanted hydroseed

### 3. Wildlife Management

- Exotic species control
- Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species
- Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration)
- Avoid disturbances to nesting birds
- Avoid spread of invasive aquatic species

### 4. Facility Inspection

- Inspect project sites for rodent and insect infestations on a regular basis
- Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs
- Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads)
- Inspect shade structures for structural damage or defacement
- Inspect hardscapes
- Inspect and maintain interpretive and informational signs
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks)
- Maintain deck areas (e.g. benches, signs, decking surfaces)
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

### 5. Irrigation System Management

- Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
  - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
  - Inspection should be performed at least monthly.
  - Recover, replace, or refasten displaced or damaged valve box covers.
  - Inspect and repair bubbler heads.

- Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
  - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
  - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
  - Maintain and check function of the drip system.
- Keeping irrigation control boxes clear of vegetation
  - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure
  - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape
  - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
  - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
  - Use moisture sensing devices to determine water penetration in soil.

#### 6. Erosion Management and Control

- Inspect slopes for erosion during each maintenance activity
- Inspect basins for erosion
- Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

#### 7. Ongoing Monitoring Activities

- Monitor controllable intake water flow and water elevation
- Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
- Water quality sampling (quarterly, unless justified otherwise)
- Checking telemetry equipment
- Tracking and reporting inspection and maintenance records

#### 8. Vector and Nuisance Insect Control

- Monitoring for the presence of vector and nuisance insect species
- Adequate pretreatment of influent wastewater to lessen production of larval mosquitos
- Managing emergent vegetation
- Using hydraulic control structures to rapidly dewater emergent marsh areas
- Managing flow velocities to reduce propagation of vectors



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** August 4, 2020

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2471 -  
CODE AMENDMENT NO. 20-01, RELATED TO FILM PERMIT STANDARDS**

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### RECOMMENDATION:

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

**ORDINANCE NO. 2471 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 20-01, RELATED TO FILM PERMIT STANDARDS**

### BACKGROUND:

The City Council initiated a code amendment on January 21, 2020 to consider revising the film permit standards. The Planning Commission held a study session on February 11, 2020. On March 10, 2020, the Planning Commission held a public hearing to consider the ordinance and recommended that the City Council approve the code amendment.

The City Council initially considered the Code Amendment on April 21, 2020 and voted to forward the item back to the Planning Commission for further revisions.

On May 26, 2020, the Planning Commission reconsidered the Code Amendment and made revisions based on the City Council's direction. The Planning Commission voted 4-0 (Commissioner Holtz was absent) to approve Resolution No. 20-6037 recommending the City Council adopt Code Amendment No. 20-01.

Based upon the actions and recommendations of the Planning Commission, the City Council held a public hearing and introduced Ordinance No. 2471 at the July 21, 2020 City Council meeting. During the public hearing, the City Council voted 4-1 (Council member Johnson was the dissenting vote) to make the following revisions to the draft Ordinance:

- Decrease the "cool-off period" for filming in residential zones from 90 days to 60 days.
- Increase the "cool-off period" for filming in non-residential zones from 30 days to 60 days.
- Decrease the number of consecutive filming days allowed in non-residential zones from 15 days to 5 days.
- Require neighbor notification for all filming activities.



**DISCUSSION:**

The purpose of the Ordinance is to amend the Municipal Code to allow for more filming in both residential and commercial zones without negatively impacting the residents and the City's tax base.

The Ordinance has been revised to reflect the City Council's direction at the July 21, 2020 public hearing. It is requested that the City Council conduct the second reading and adopt Ordinance No. 2472.

The Ordinance will take effect on the 31st day following adoption, which is on or about September 4, 2020.

**LEGAL REVIEW:**

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

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

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**Fiscal Impact****FISCAL IMPACT:**

The proposed code amendment will generate additional economic development activity within the City. The exact benefits are difficult to quantify but will increase over time, as the City becomes known as a "film friendly" city. Applicants are required to pay fees associated with permit processing.

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**Attachments**

Attachment No. 1 - Ordinance No. 2471

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**CITY COUNCIL GOALS & OBJECTIVES:** Enhance the City Image and Effectiveness  
Engage in Proactive Economic Development

**ORDINANCE NO. 2471**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 20-01, RELATED TO FILM PERMIT STANDARDS**

**WHEREAS**, the City's provisions for film permits were last updated on March 7, 2000; and

**WHEREAS**, on January 21, 2020, the City Council initiated a code amendment related to film permit standards; and

**WHEREAS**, on February 11, 2020, the Planning Commission conducted a study session to discuss potential revisions to the film permit standards; and

**WHEREAS**, on March 10, 2020, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Code Amendment No. 20-01. At the conclusion of the public hearing, the Planning Commission approved Planning Commission Resolution No. 20-6030, recommending that the City Council approve Code Amendment No. 20-01; and

**WHEREAS**, on April 21, 2020, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance and forwarded Code Amendment No. 20-01 back to the Planning Commission for further revisions; and

**WHEREAS**, on May 26, 2020, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Code Amendment No. 20-01. At the conclusion of the public hearing, the Planning Commission approved Planning Commission Resolution No. 20-6037, recommending that the City Council approve Code Amendment No. 20-01; and

**WHEREAS**, on July 21, 2020, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance approving Code Amendment No. 20-01; and

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

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

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

**SECTION 1:** Subsection (a) of Section 26-281 of Chapter 26, Article VI, Division 6 of the West Covina Municipal Code is hereby amended to read as follows:

(a) *Applicability.* A film permit may be approved by the planning director ~~without notice or hearing for the following filming~~ without a hearing upon receipt of an application with proof of notification of all adjacent neighbors and all occupants of properties within the same street block as the filming location for the following filming activity:

- (1) In single- and multi-family residential zones, filming for up to ~~three (3)~~ five (5) days, not including any setup and dismantling, ~~in any three (3) months~~ with a minimum of 60 days in between each time period, on any one (1) property.
- (2) In all other zoning districts, filming of up to five (5) days, not including any setup and dismantling, ~~in any three (3) months~~ with a minimum of 60 days in between each time period, on any one (1) property or shopping center.
- (3) All filming, including any setup and dismantling, shall be done between the hours of 7:00 a.m. and 9:00 p.m. in residential zones, and between the hours of 6:00 a.m. and 11:00 p.m. in all other zoning districts. Film permit activities may extend outside these hours if the planning director finds that there will be no adverse impacts to nearby residents or business owners.
- (4) Filming which involves no exceptions to the general filming conditions in Section 26-280(e) above.

**SECTION 2:** The City Clerk shall certify to the passage of this ordinance and shall cause the same to be published as required by law.

**SECTION 3:** This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

**PASSED, APPROVED AND ADOPTED** this 4th day of August, 2020.

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Tony Wu  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

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Thomas P. Duarte  
City Attorney

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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, do hereby certify the foregoing Ordinance, being Ordinance No. 2471, was introduced at the July 21, 2020 regular Council meeting and adopted at a regular meeting of the City Council on August 4, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Lisa Sherrick  
Assistant City Clerk



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** August 4, 2020

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY  
AND THE WEST COVINA POLICE MANAGEMENT ASSOCIATION**

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### RECOMMENDATION:

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

**RESOLUTION NO. 2020-77 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST  
COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY AND THE WEST COVINA POLICE MANAGEMENT ASSOCIATION**

### BACKGROUND:

The West Covina Police Management Association's Memorandum of Understanding (MOU) expired on June 30, 2019. The City and the West Covina Police Management employees met and conferred on nine (9) occasions and have memorialized a successor MOU.

### DISCUSSION:

The City and the Police Management Association have reached a successor Memorandum of Understanding (MOU) for July 1, 2019 through June 30, 2022. The terms and conditions agreed upon address the necessary cost-saving measures as a result of the City's dire financial condition, as declared by the City Council on May 19, 2020, and incorporates prior side letters of agreements as well as addressing non-substantive clean-up of MOU language.

The successor MOU is included as Exhibit A to Attachment 1 (Resolution 2020-77). A redline version of the prior MOU is included as Attachment 2, which outlines the changes that have been made.

### LEGAL REVIEW:

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

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

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### Fiscal Impact

**FISCAL IMPACT:**

Anticipated savings is approximately \$48,000 in benefits reduction suspension for a period of 6 months.

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#### **Attachments**

Attachment No. 1 - Resolution No. 2020-77

Exhibit A - Memorandum of Understanding

Attachment No. 2 - Redline version of Memorandum of Understanding

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

RESOLUTION NO. 2020-77

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA POLICE MANAGEMENT ASSOCIATION**

**WHEREAS**, on May 19, 2020, the City Council declared a fiscal emergency through the adoption of Resolution No. 2020-46; and

**WHEREAS**, in declaring the fiscal emergency, the City Council directed the City Manager to take any and all actions necessary to address the fiscal emergency, including, but not limited to, measures relating to personnel and benefit costs, operations, and reductions in service levels, and reviewing and negotiating changes to labor agreements, service agreements, and franchise agreements, to the extent permitted by law; and

**WHEREAS**, the City of West Covina, hereinafter referred to as the "City," and the West Covina Police Management Association, hereinafter referred to as the "Association," have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Code § 3500 to address the City's fiscal emergency, and the appropriate personnel-related cost savings measures needed to address the fiscal emergency; and

**WHEREAS**, the City and the Association have memorialized the agreement in a Memorandum of Understanding, which is attached hereto as Exhibit "A".

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

**SECTION 1.** The Memorandum of Understanding between the City and the Association, attached hereto as Exhibit "A," is hereby approved.

**SECTION 2.** The City Manager is authorized to sign the Memorandum of Understanding.

**SECTION 3.** The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

**APPROVED AND ADOPTED** this 4th day of August, 2020.

---

Tony Wu  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

---

Thomas P. Duarte  
City Attorney

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Lisa Sherrick  
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2020-77 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 4th day of August, 2020, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Lisa Sherrick  
Assistant City Clerk



**EXHIBIT A**

**MEMORANDUM OF UNDERSTANDING**

**ATTACHMENT NO. 1 – EXHIBIT “A”**



**MEMORANDUM OF UNDERSTANDING**

**THE CITY OF WEST COVINA**

**AND**

**THE WEST COVINA POLICE MANAGEMENT ASSOCIATION**

**EFFECTIVE**

**JULY 1, 2019 THROUGH JUNE 30, 2022**

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**MEMORANDUM OF UNDERSTANDING**  
**THE CITY OF WEST COVINA**  
**AND**  
**THE WEST COVINA POLICE MANAGEMENT ASSOCIATION**

**PREMABLE**

The Meyers-Milias-Brown Act (MMBA) governs labor-management relationships within California local governments. Under MMBA the wages, hours and other conditions of employment are contained in a written memorandum of understanding. It also requires the City of West Covina ("City") and its employee associations to meet and confer regarding these wages, hours and other conditions of employment. The City and the West Covina Police Management Association ("Association") have been negotiating a successor memorandum of understanding and an agreement has been reached for the period of July 1, 2019 through June 30, 2022.

**THEREFORE**, the City and the Association agree as follows:

**SECTION 1. SALARY SCHEDULE**

Police Management Association Members shall be paid according to the attached salary schedule (Attachment A-1). The salary schedule replaces all prior forms of compensation including uniform allowance, education incentive, senior officer pay and overtime compensation.

**SECTION 2. PERS RETIREMENT BENEFITS**

The contract between the City and Public Employees' Retirement System (PERS) shall provide the following benefits for unit employees:

**A. 3% at Age 50 (Employees Hired Prior to December 19, 2012)**

Unit members hired by the City of West Covina prior to December 19, 2012, shall participate in the PERS 3% at age 50 PERS retirement benefit plan. Each employee shall pay the full employee cost of nine percent (9%). Such contribution shall be made on a pre-tax basis.

Retirement benefits under the 3.0% at age 50 formula shall be computed using the One-Year Final Compensation Option (per the city's contract with CalPERS).

**B. 3% at Age 55 (Classic PERS Members)**

Unit members hired between December 19, 2012 and January 1, 2013 or having reciprocity with another PERS agency ("classic member") shall participate in the 3%

at age 55 PERS retirement benefit plan. Each employee shall pay the full employee cost of nine percent (9%). Such contribution shall be made on a pre-tax basis.

Retirement benefits under the 3.0% at Age 55 formula shall be computed using the One-Year Final Compensation Option (per the City's contract with CalPERS)

**C. 2.7% at Age 57 (New PERS Members)**

Unit members classified as "new safety members," as defined by the Public Employees' Pension Reform Act of 2013, hired on or after January 1, 2013 shall participate in the 2.7% at age 57 PERS retirement benefit plan, with their final compensation based upon the average of their highest annual compensation earned over a three (3) year period. New members will be required to pay the appropriate share of their pension costs and other provisions, as required by the Public Employees' Pension Reform Act of 2013.

D. Classic member employees shall pay the entire nine percent (9%) member contribution to the Public Employees' Retirement System (PERS) and an additional three percent (3%) to CalPERS of the employer contribution as a cost-sharing pursuant to Government Code section 20516(f) for a total contribution of twelve percent (12%). This cost-sharing is based on the member contribution percentage being 9%. Should the member contribution percentage increase beyond 9%, then the total contribution shall remain at 12%. As soon as practical, the City shall amend the CalPERS contract so that cost sharing will be by contract amendment under Government Code section 20516(a) so that the additional 3% cost sharing identified above will be switched from cost sharing under Government Code section 20516(f) to Government Code section 20516 (a). When cost sharing by contract amendment becomes effective under Government Code section 20516 (a), cost sharing under Government Code section 20516(f) shall immediately cease. In accordance with IRS Code section 414 (h) (2), the cost sharing will then be treated as a pre-tax deduction. The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing as described above shall continue.

E. New Member (PEPRA) employees shall pay 50% of the applicable normal cost as their member contribution (California Government Code Section 7522.30 (c)). In the event that 50% of the applicable normal cost member contribution falls below twelve percent (12%) of compensation earnable, the New Member Employee shall pay the difference between 12% of compensation earnable and 50% of the applicable normal cost member contribution pursuant to cost sharing in accordance with Government Code Section 20516 (f). As soon as practical, the City shall amend the CalPERS contract so that cost sharing will be by contract amendment under Government Code section 20516 (a) so that the additional cost sharing identified above will be switched from cost sharing under Government Code section 20516 (f) to Government Code section 20516 (a). When cost sharing by contract amendment becomes effective under Government Code section 20516 (a), cost sharing under Government Code section 20516(f) shall immediately cease. In accordance with IRS Code section 414

(h) (2), the cost sharing will then be treated as a pre-tax deduction. The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing as described above shall continue.

#### **F. Additional Retirement Benefits:**

In additional, the following benefits will remain in place for unit members, unless deemed ineligible by PERS under the Public Employees' Pension Reform Act of 2013.

- **4<sup>th</sup> Level Survivor Benefits**  
Level IV of 1959 Survivor Benefits pursuant to Government Code Section 21574.
- **Military Buy Back**  
Military service credit as public service credit pursuant to Government Code Section 21024.
- **Post-Retirement Survivor Allowance**  
Post-Retirement Survivor Continuance benefit pursuant to Government Code Section 21624.
- **Pre-Retirement Optional Settlement 2 Death Benefit**  
Pre-Retirement Optional Settlement 2 Death Benefit pursuant to Government Code Section 21548.
- **Pre-Retirement Death Benefit After Remarriage of Survivor**  
Pre-Retirement Death Benefit after Remarriage of Survivor pursuant to Government Code Section 21551.
- **Credit For Unused Sick Leave**  
Credit for Unused Sick Leave pursuant to Government Code Section 20965.
- **Other PERS Benefits**  
Any other PERS Benefit Programs that are provided to the West Covina Police Officers Association shall be provided to the Police Management Association

#### **SECTION 3. PARS SUPPLEMENTAL RETIREMENT PLAN:**

The City will replace the Employer Paid Member Contributions (EPMC) gross up amount that has been historically reported to CalPERS with a PARS Supplemental retirement plan. This supplemental plan will make the employees whole in consideration for the loss of the incremental stipend amount due to the "West Covina Plan" method of calculation no longer being allowable under CalPERS regulations.

The PARS plan will pay a retirement amount for all years of service to those unit employees retiring from the City based on 0.89% of PERSable compensation. At the time of retirement, the employee can make a one-time election to receive either an ongoing monthly stipend or a lump sum amount at the time of retirement based on an actuarially determined net present value of the annual stipends. The monthly stipends will contain the same benefit options as the City's PERS plan including 2% annual COLA's and survivor benefits. This plan will be available to all future retirees, and any past retirees who retired after July 1, 2004 who can provide documentation to the City that the 0.89% of compensation was disallowed by CalPERS in determining their retirement stipend.

Effective July 1, 2012, employees must be employed as a Police Management employee with the City of West Covina for a minimum of three (3) years to be eligible to receive this benefit.

The City retains the responsibility to fund this plan with actuarially determined contributions.

#### **SECTION 4. CAFETERIA PLAN**

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

To comply with the Public Employees' Hospital and Medical Care Act (PEMCHA), the City will contribute the statutory minimum amount for the provision of medical insurance. In addition, the City will contribute an additional amount for current bargaining unit members into a cafeteria plan in accordance with IRS Code Section 125. These additional amounts will be as follows:

##### **A. Health Insurance**

1. An amount that when added to the PEHMCA statutory minimum amount is up to the Kaiser Full Family premium rate. If an employee chooses a plan that is less than Kaiser Full Family premium rate (e.g., Blue Shield two party), the amount provided for health insurance through the cafeteria plan will be the PERS statutory minimum plus the additional amount to pay for Blue shield two-party premium rate. If an employee chooses a plan that is more than Kaiser Full Family premium rate (e.g., PERS Care Family), the amount provided for health insurance through the cafeteria plan will be the PERS statutory minimum plus the additional amount to pay Kaiser Full Family premium rate. The employee would pay the additional amount for the PERS Care Family plan premium through a payroll deduction.
2. Effective January 1, 2018, the City's medical contributions will be based on the coverage tier (single, two-party or family) as follows:

Effective January 1, 2018, the City's medical contributions will be based on the coverage tier (single, two-party or family) as follows:

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

An employee who selects an Employee plus One medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles region Kaiser 2-party medical premium.

An employee who selects an Employee plus Two or More (Family) medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles region Kaiser Family medical premium.

In the event the Police Officers Association agrees to cap the City medical contribution; such a cap shall also apply to the Police Management Association.

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

#### **B. Dental Insurance**

In addition to the above amount for medical, the cafeteria amount shall also include up to \$53.28 monthly for dental insurance for member and eligible dependents. If the dental insurance plan chosen by the member is less than \$53.28, the amount shall be the cost of the dental insurance chosen. If the dental insurance plan chosen by the member is equal to or more than \$53.28 per month, the amount shall be \$53.28.

#### **C. Vision Insurance:**

In addition to the above amounts for medical and dental, the cafeteria amount shall also include up to \$40.04 monthly for vision insurance for member and eligible dependents. If the vision insurance plan chosen by the member is less than \$40.04, the amount shall be the cost of the vision insurance chosen. If the vision



insurance plan chosen by the member is equal to or more than \$40.04 per month, the amount shall be \$40.04.

## **SECTION 5. RETIREE HEALTH BENEFIT**

The City contracts with CalPERS for the provision of health insurance. To comply with the Public Employees' Hospital and Medical Care Act, the City will contribute the statutory minimum amount for the provision of retiree medical insurance for all retirees in the bargaining unit.

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

### **1. Tier 1 Employees:**

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

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

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

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

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

The term "employee", as it relates to Tier 1 health benefits, includes all prior retirees, current employees and future retirees, with the exception of Tier 2 employees.

## **2. Tier 2 Employees:**

Employees hired between July 1, 2012 and December 31, 2016 are only eligible for the retiree longevity stipend described above for Tier 1 employees if they retire from the City of West Covina with a minimum of 20 years of sworn service, five of which were with the City of West Covina Police Department. A Tier 2 employee who does not meet this eligibility criteria will not receive the retiree longevity stipend, but like all retirees of the City, as set forth above, the City will contribute the PERS statutory minimum amount on the retiree's behalf.

The City affirms that the provision of retiree health benefits for Tier 1 and Tier 2 Police Management Members as described above, will not be revoked by the City during that member's lifetime (defined as until member's death). Further, the City will reimburse, to the extent applicable, all yearly Medicare premiums once a retired employee or a retired employee's spouse enroll in Medicare.

Upon death of a Tier 1 or Tier 2 retiree, the City shall continue to reimburse the cost of the healthcare premiums for a surviving spouse. This benefit will cease if the spouse remarries. This benefit is only available to a spouse married to a retiree at the time of retirement.

## **3. Tier 3 Employees:**

Employees hired on or after January 1, 2017 are not eligible for the retiree longevity stipend. Those employees will receive a \$200 per month City contribution to a RHS plan. For example, a member of the Police Officers Association who was first hired by the City on or after January 1, 2017 would not be eligible for the retiree longevity stipend but would receive a \$200 per-month City RHS contribution.

## **SECTION 6. LIFE INSURANCE**

### **A. Policies**

The City shall provide all unit employees a term life insurance policy in the amount of \$100,000 and an additional insurance benefit of \$100,000 life insurance if killed in the line of duty.

### **B. Retired Employee Term Life Insurance**

The City shall provide all unit employees who retire from the City a term life insurance in the amount of ten thousand (\$10,000) dollars. It is understood there shall be no reduction in benefits based on age.

## **SECTION 7. TUITION REIMBURSEMENT**

Effective July 1, 2020, the Tuition Reimbursement Program described below is suspended for the term of this Agreement, through June 30, 2022.

### **A. Maximum Reimbursement**

Unit employees' tuition reimbursement (including books) shall be paid up to the equivalent of yearly costs for seven (7) units of the California State University Los Angeles (CSULA) cost.

### **B. Administrative Policy**

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

## **SECTION 8. HOURS OF WORK**

Daily hours of work or shifts of employees within departments shall be assigned by the Chief of Police as required to meet the operational requirements of the department.

Effective May 6, 2017, the Police Lieutenants shall transition from FLSA Non-exempt to exempt status. The intent of this change is to move Police Lieutenants to a fixed salary and eliminate the overtime benefit (Section 14. Overtime) agreed to in the prior memoranda of understanding. Therefore, the Association has agreed to adopt the "Patrol Lieutenant Deployment Strategy" (Attachment B) which was presented to the Police Chief for approval.

### **A. Patrol Division**

Lieutenants assigned to the Patrol Division shall work a 3/12.50 work schedule. Salary is based upon a 40-hour workweek with the condition that at the end of the

month the employee will owe the City 10 hours to be reconciled in the form of a scheduled payback.

#### **B. Non-Patrol**

All other non-patrol police management employees are assigned to a 4/10 work schedule that begins on Saturday at 12:00 A.M. and ends on Friday at 11:59 P.M.

### **SECTION 9. COMPENSATORY TIME**

Prior to the salary adjustment all compensatory time shall be cashed out at the member's hourly pay rate as of May 2, 2017. Also, in the event a City employee is promoted from another bargaining group (e.g. Police Officers' Association), all compensatory time must be cashed out at the employee's rate of pay prior to the effective date of the promotion.

### **SECTION 10. VACATION**

It is the policy of the City that whenever possible, vacation be taken annually in the year earned. The time during the year at which an employee may take vacation shall be determined by the appointing authority of such employee with due regard for the wishes of the employee and particular regard for the needs of the service.

Eligible employees shall earn and accumulate to a maximum vacation leave as follows:

| <b>Months<br/>Service</b> | <b>Hours<br/>Per Pay Period</b> | <b>Hours<br/>Per Month</b> | <b>Maximum<br/>Accruals</b> |
|---------------------------|---------------------------------|----------------------------|-----------------------------|
| <b>1— 60*</b>             | 3.08                            | 6.67                       | 320                         |
| <b>61 — 108</b>           | 4.62                            | 10.00                      | 360                         |
| <b>109 —120</b>           | 4.92                            | 10.67                      | 368                         |
| <b>121 — 132</b>          | 5.23                            | 11.33                      | 376                         |
| <b>133 —144</b>           | 5.54                            | 12.00                      | 384                         |
| <b>145 —156</b>           | 5.85                            | 12.67                      | 392                         |
| <b>157 +</b>              | 6.15                            | 13.33                      | 400                         |

\* After completion of 60 months of service, forty (40) additional hours vacation shall be granted.

#### **A. Limitation – Vacation Leave Accrual**

1. Employees shall not be allowed to accrue vacation leave beyond the stated maximums.
2. No employee shall lose earned vacation leave because of work urgency as approved by management. Work urgency is defined as the department's need to have the employee at work to perform duty assignments for a specified period of time.

3. If an employee has reached the maximum allowed unused vacation leave balance, and is unable to take vacation leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, the Human Resources Director will approve a waiver of the maximum allowed unused balance for a period not to exceed six (6) months per fiscal year.

#### **B. Vacation Accrual of Holidays**

If a holiday falls within a scheduled vacation period, vacation shall be granted based on the employees' regular work schedule (e.g. 12.5 hours for patrol and 10 hours for non-patrol).

#### **C. Payment for Unused Vacation**

1. Upon separation of employment the 100% of the employee accrued vacation benefits shall be contributed to the Police Management Association's 401 (A) deferred retirement account.
2. 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.

#### **D. Advance Payment of Vacation**

Any employee who is authorized to take 40 or more hours 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, and Finance Director.

#### **E. Payment-in-lieu of Vacation**

Employees with less than five years of City service 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 at least five days prior to requested date of issuance of the check, upon approval of Department Head. Employees with five or more years of service may receive payment in lieu of up to 120 hours.



## **SECTION 11. POLICE MANAGEMENT ADMINISTRATIVE LEAVE**

Administrative Leave is provided to Police Management employees for the attendance at City Council meetings, community events, special events and the management of police services.

### **A. Management Leave Time for Lieutenants**

Effective January 1 of each year, Lieutenants will receive 70 hours of police management leave (pro-rata based upon date of appointment). Employees will not be allowed to cash out or carry over any unused police management leave. Any unused leave will expire at the end of each calendar year.

### **B. Administrative Leave for Captains**

Effective January 1 of each year, Captains will receive 115 hours of Administrative Leave (pro-rata based upon date of appointment). Employees will not be allowed to cash out or carry over any unused Administrative leave. Any unused leave will expire at the end of each calendar year.

Employees may submit a request to the City Manager to carry over a maximum of forty (40) hours of unused Administrative Leave to the next calendar year; which must be used within six (6) months. Approval of request are the sole discretion of the City Manager.

## **SECTION 12. SICK LEAVE**

To aid in reducing illness, the parties shall work in unison to educate and emphasize to employee members the importance of proper diet, sleep, exercise and other pertinent practices in maintaining a healthy condition.

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

City employees shall accrue 96 hours of sick leave per year. Following completion of thirty (30) calendar days of continuous full-time service, each City employee shall accrue 3.69 hours per pay period of sick leave pay. Thereafter for each 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 eight hours of credit for sick leave with pay. Sick leave may be used by new employees following thirty calendar days of employment. Unused sick leave may be accumulated without limit.

### **B. Use of Sick Leave**

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 48 hours of sick leave within any calendar year may be granted to an employee each absence due to death of his/her immediate family. The phrase

"immediate family" is defined as spouse, domestic partner, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, child, and a grandparent or grandchild, if residing within the home or within the same place of residence of the employee.

### **C. Reinstatement of Sick Leave**

Upon reemployment, an employee who was terminated due to layoff 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. Sick Leave Annual Payoff Program**

There will be a one-time suspension of the cashing out of up to sixty (60) hours of sick leave in November of 2020. This benefit will be reinstated and employees shall be able to cash out up to sixty (60) hours of sick leave in the next cash out period in November of 2021. The employee sick leave annual payoff program shall be administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for the calendar year that shall begin on the 25<sup>th</sup> biweekly pay period of each year through the 24<sup>th</sup> biweekly pay period of the following year for purposes of this provision. The specific dates between these pay periods vary from year to year and shall be provided to the employees in November of each year for the following year.
2. The maximum amount of sick leave hours cashed each calendar year at the employee's hourly rate is sixty (60) hours
3. Each employee must carry over to a sick leave "bank" a minimum of 36 current year unused hours per year in December, and may request cash payment for any hours above 36 current year unused hours or may add it to the sick leave bank
4. The sick leave payoff shall be based upon the pay rate of the employee as of the cutoff date of the above defined sick leave calendar year.
5. If 36 hours per calendar year of unused sick leave are not available, the number of unused hours must be carried over to the sick leave bank.
6. Employees shall not be allowed to change sick leave to other forms of paid leave upon return to work.

7. The current payoff programs at termination or retirement, as detailed in the Personnel Rules, remain unchanged.

#### **E. Sick Leave to Service Credit Upon Retirement**

The City shall contract with CalPERS for the Credit for the Unused Sick Leave option under Government Code section 20965. Employees, upon retirement, may elect to convert all accumulated and unused sick leave to CalPERS service credit.

#### **F. Physician's Certificate on Use of Sick Leave**

The Department Head may require evidence in the form of a physician's certificate, or written statement, as to adequacy of reason for any employee's absence of three (3) or more consecutive working days for which sick leave was requested or management suspects an abuse of sick leave. A failure to supply or provide said certificate or written statement may be grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.

#### **G. Physical Examination**

Any employee absent from work for a period of three (3) or more consecutive working days, 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 to be paid by the City.

### **SECTION 13. HOLIDAYS**

#### **A. Fixed Holidays**

The City will recognize the following days as official City fixed holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

Each fixed holiday granted to employees shall be a full shift of up to ten (10) hours of time off with pay. Any additional time taken off above ten hours per each fixed holiday must be deducted from the employee's other leaves, such as vacation.

#### **B. 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 the holiday in lieu of the day observed.



### **C. Holiday Accrual on Flex Day Off or Workday**

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 either as compensatory time or pay, at the discretion of the employee. When a holiday falls on a regularly scheduled workday, employees assigned to Patrol shall accrue eight hours of holiday time in addition to being paid for time worked.

### **SECTION 14. BEREAVEMENT LEAVE**

Bereavement - 40 hours of said leave per calendar year will be available to an employee in the event of the death of said employee's grandparent, parent, spouse, domestic partner, child, stepchild, brother, or sister. The program is supplemental to the current sick leave program.

### **SECTION 15. VEHICLE ASSIGNMENT**

Police Management Members shall be assigned vehicles. Vehicles must be used in accordance with Lexipol standards and guidelines.

### **SECTION 16. DISABILITY DISCRIMINATION**

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

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

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

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

## **SECTION 17. GRIEVANCE PROCEDURE**

Refer to Personnel Rule XV, Grievance and Complaint Procedure, Sections 15.1-15.6.

## **SECTION 18. EMPLOYEE AND EMPLOYER RIGHTS**

The parties hereto agree that this MOU does not in any manner abridge, modify or restrict the rights and prerogatives of employees and the City as set forth in Chapter 2 of the West Covina Municipal Code. It is understood that said rights and prerogatives of the City include, but are not limited to, determinations as to the levels of service, manning requirements, work schedules, transfers, number and location of work stations, nature of work to be performed, contracting for any work or operations, employee performance standards, discipline and discharge, and reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable, in the performance of City services. It is further agreed that the City agrees to meet and confer with the recognized bargaining representatives regarding the impact of such management decisions on matters within the scope of representation.

## **SECTION 19. OTHER PROVISIONS NOT COVERED HERE**

It is understood that all other items relating to employee salaries and benefits not covered in this MOU, are covered by existing ordinances, resolutions, and policies of the City Council, as well as the Personnel Rules and Regulations presently in effect.

## **SECTION 20. MASTER MOU**

The Association and the City have met and conferred in good faith to achieve this Memorandum of Understanding which replaces and superseded all previous Memorandum of Understandings.

## **SECTION 21. SEVERABILITY**

It is understood and agreed that this MOU is subject to all present and future federal and state laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is in conflict or inconsistent with such applicable provisions of federal or state laws or regulations, or otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such part of provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

## **SECTION 22. RATIFICATION AND IMPLEMENTATION**

### **A. Acknowledgement**

The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by those Association members voting who are in classifications represented by the Association set forth in this Agreement and adopted in the form of a resolution by the City Council.

### **B. Mutual Recommendation**

This Agreement constitutes a mutual recommendation by the parties hereto, to the City council, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits, and other terms and conditions of employment for unit employees represented by the Association.

### **C. Ratification**

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and the Association and entered into on this 4<sup>th</sup> day of August 2020.

### **D. Term of Memorandum of Understanding**

The term of this Memorandum of Understanding shall be for the period commencing on July 1, 2019 and terminating after June 30, 2022.

### **E. Reopener**

From July 1, 2019 to June 30, 2022 ("Reopener Period"), the Association may reopen negotiations on the issue of compensation. In order to exercise its right to reopen, the Association must provide written notice to reopen to the City during the Reopener Period. Should the Association not provide such timely notice, the Association shall waive its right to reopen. Should the Association provide such timely notice, the City and the Association shall meet for its first negotiations session on the limited reopener within 30 days of the Association providing notice to reopen unless another date has been mutually agreed to.

## PARTIES TO AGREEMENT

West Covina Police Management  
Association (WCPMA)

City of West Covina



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Travis Tibbetts  
Police Management Association  
President

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Dave Carmany  
City Manager



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Ken Plunkett  
Police Management Association

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Helen Tran  
Human Resources/Risk Management  
Director

## ATTACHMENT A

West Covina Police Management Association  
Authorized Salary Ranges  
Per Resolution No. 2020-02 Adopted by City Council on January 7, 2020

| Position Title    | Pay Grade | Period   | Minimum<br>(Step 1) | Mid-Point<br>(Step 2) | Maximum<br>(Step 3) |
|-------------------|-----------|----------|---------------------|-----------------------|---------------------|
| Police Captain    | PM 300    | Monthly  | \$14,594.00         | N/A                   | \$16,783.00         |
|                   |           | Annually | \$175,130.00        | N/A                   | \$201,400.00        |
|                   |           |          |                     |                       |                     |
| Police Lieutenant | PM475     | Monthly  | \$13,750.00         | \$14,667.00           | \$15,667.00         |
|                   |           | Annually | \$165,000.00        | \$176,000.00          | \$188,000.00        |

# CITY OF WEST COVINA

## FULL-TIME SALARY SCHEDULE

Revised January 7, 2020

Effective the payroll period beginning on or after January 12, 2020

| POSITION TITLE                         | BARGAINING UNIT        | GRADE | MONTHLY PAY RANGE |         |         |         |          |
|--|------------------------|-------|-------------------|---------|---------|---------|----------|
|  |                        |       | STEP 1            | STEP 2  | STEP 3  | STEP 4  | STEP 5   |
| Account Clerk                          | General Employees      | GN060 | \$3,023           | \$3,175 | \$3,333 | \$3,500 | \$3,675  |
| Accountant                             | Confidential Employees | CE160 | \$4,325           | -       | -       | -       | \$5,838  |
| Accounting Manager                     | Mid-Management         | MM025 | \$6,190           | -       | -       | -       | \$8,358  |
| Accounting Technician                  | Confidential Employees | CE450 | \$3,278           | -       | -       | -       | \$4,424  |
| Administrative Aide                    | Confidential Employees | CE226 | \$3,419           | -       | -       | -       | \$4,615  |
| Administrative Assistant I             | General Employees      | GN090 | \$3,222           | \$3,383 | \$3,552 | \$3,730 | \$3,917  |
| Administrative Assistant II            | Confidential Employees | CE105 | \$3,216           | -       | -       | -       | \$4,338  |
| Administrative Services Manager        | Mid-Management         | MM045 | \$7,036           | -       | -       | -       | \$9,499  |
| Administrative Technician              | General Employees      | GN045 | \$3,023           | \$3,175 | \$3,333 | \$3,500 | \$3,675  |
| Assistant City Clerk                   | Department Heads       | DH310 | \$7,332           | -       | -       | -       | \$9,898  |
| Assistant City Engineer                | Mid-Management         | MM520 | \$8,321           | -       | -       | -       | \$10,469 |
| Assistant City Manager                 | Department Heads       | DH250 | \$11,273          | -       | -       | -       | \$15,215 |
| Assistant Finance Director             | Mid-Management         | MM455 | \$7,036           | -       | -       | -       | \$9,499  |
| Assistant Fire Chief                   | Fire Management Assoc. | FM275 | \$8,829           | -       | -       | -       | \$11,923 |
| Assistant to the City Manager          | Mid-Management         | MM132 | \$6,458           | -       | -       | -       | \$8,719  |
| Building Inspector                     | General Employees      | GN250 | \$4,452           | \$4,674 | \$4,908 | \$5,154 | \$5,411  |
| Building Maintenance Leadworker        | Maintenance & Crafts   | MT200 | \$4,112           | \$4,317 | \$4,533 | \$4,760 | \$4,998  |
| Building Official                      | Mid-Management         | MM500 | \$7,618           | -       | -       | -       | \$10,285 |
| Building/Engineering Permit Technician | General Employees      | GN165 | \$3,535           | \$3,712 | \$3,898 | \$4,093 | \$4,297  |
| Business License Inspector             | General Employees      | GN170 | \$3,519           | \$3,695 | \$3,879 | \$4,073 | \$4,277  |
| City Manager                           | Department Heads       | DH160 | \$17,667          | -       | -       | -       | -        |
| Civil Engineering Assistant            | General Employees      | GN290 | \$4,909           | \$5,154 | \$5,412 | \$5,682 | \$5,966  |
| Civil Engineering Associate            | Mid-Management         | MM110 | \$5,201           | -       | -       | -       | \$7,022  |
| Code Enforcement Manager               | Mid-Management         | MM308 | \$6,986           | -       | -       | -       | \$9,462  |
| Code Enforcement Officer               | General Employees      | GN210 | \$4,037           | \$4,239 | \$4,451 | \$4,673 | \$4,907  |
| Code Enforcement Supervisor            | Mid-Management         | MM465 | \$4,961           | -       | -       | -       | \$6,697  |
| Communications Manager                 | Mid-Management         | MM461 | \$5,767           | -       | -       | -       | \$7,690  |
| Communications Supervisor              | Mid-Management         | MM460 | \$4,798           | -       | -       | -       | \$6,480  |
| Communications Technician              | General Employees      | GN335 | \$5,061           | \$5,314 | \$5,579 | \$5,858 | \$6,151  |
| Community Development Director         | Department Heads       | DH120 | \$10,494          | -       | -       | -       | \$14,167 |
| Community Enhancement Coordinator      | General Employees      | GN211 | \$5,008           | \$5,259 | \$5,522 | \$5,798 | \$6,088  |
| Community Services Coordinator         | General Employees      | GN315 | \$4,198           | \$4,408 | \$4,628 | \$4,860 | \$5,103  |
| Community Services Director            | Department Heads       | DH020 | \$9,415           | -       | -       | -       | \$12,710 |

# CITY OF WEST COVINA

## FULL-TIME SALARY SCHEDULE

Revised January 7, 2020

Effective the payroll period beginning on or after January 12, 2020

| POSITION TITLE                           | BARGAINING UNIT          | GRADE  | MONTHLY PAY RANGE |         |         |         |          |
|--|--------------------------|--------|-------------------|---------|---------|---------|----------|
|  |                          |        | STEP 1            | STEP 2  | STEP 3  | STEP 4  | STEP 5   |
| Community Services Manager               | Mid-Management           | MM300  | \$5,766           | -       | -       | -       | \$7,784  |
| Community Services Officer               | Non-Sworn Public Safety  | NS160  | \$3,256           | \$3,419 | \$3,589 | \$3,770 | \$3,959  |
| Community Television Producer            | Confidential Employees   | CE270  | \$3,906           | -       | -       | -       | \$5,271  |
| Community Television Production Asst.    | General Employees        | GN185  | \$3,277           | \$3,441 | \$3,613 | \$3,794 | \$3,984  |
| Computer Services Technician             | General Employees        | GN200  | \$4,085           | \$4,289 | \$4,503 | \$4,728 | \$4,965  |
| Computer Systems Administrator           | Mid-Management           | MM490  | \$6,244           | -       | -       | -       | \$8,429  |
| Construction Coordinator                 | General Employees        | GN310  | \$5,325           | \$5,591 | \$5,871 | \$6,164 | \$6,472  |
| Contract Coordinator                     | General Employees        | GN320  | \$4,279           | \$4,493 | \$4,718 | \$4,954 | \$5,201  |
| Court Liaison Officer                    | General Employees        | CRTLIA | \$3,442           | \$3,614 | \$3,794 | \$3,984 | \$4,183  |
| Criminal Justice Research Analyst I      | Confidential Employees   | CE156  | \$4,241           | -       | -       | -       | \$5,725  |
| Criminal Justice Research Analyst II     | Confidential Employees   | CE157  | \$5,154           | -       | -       | -       | \$6,442  |
| Departmental Aide                        | Confidential Employees   | CE532  | \$3,718           | -       | -       | -       | \$5,324  |
| Deputy Building Official                 | Mid-Management           | MM514  | \$6,598           | -       | -       | -       | \$8,910  |
| Deputy City Clerk                        | Confidential Employees   | CE430  | \$4,114           | -       | -       | -       | \$5,554  |
| Deputy City Manager                      | Department Heads         | DH260  | \$8,140           | -       | -       | -       | \$10,989 |
| Deputy Fire Marshal                      | Mid-Management           | MM133  | \$5,510           | -       | -       | -       | \$6,697  |
| Economic Development / HSG               | Mid-Management           | MM040  | \$6,985           | -       | -       | -       | \$9,431  |
| Economic Development Project Coordinator | Mid-Management           | MM134  | \$5,251           | -       | -       | -       | \$7,089  |
| Economic Development Specialist          | General Employees        | GN035  | \$4,102           | \$4,307 | \$4,523 | \$4,749 | \$4,986  |
| Electrician I                            | Maintenance & Crafts     | MT210  | \$3,384           | \$3,554 | \$3,731 | \$3,918 | \$4,114  |
| Electrician II                           | Maintenance & Crafts     | MT090  | \$4,210           | \$4,421 | \$4,642 | \$4,874 | \$5,118  |
| Electrician Leadworker                   | Maintenance & Crafts     | MT120  | \$4,664           | \$4,897 | \$5,142 | \$5,399 | \$5,669  |
| Engineering Technician                   | General Employees        | GN260  | \$4,369           | \$4,587 | \$4,816 | \$5,057 | \$5,310  |
| Equipment Maintenance Supervisor         | Mid-Management           | MM120  | \$5,046           | -       | -       | -       | \$6,810  |
| Equipment Mechanic I                     | Maintenance & Crafts     | MT030  | \$3,295           | \$3,460 | \$3,633 | \$3,814 | \$4,005  |
| Equipment Mechanic II                    | Maintenance & Crafts     | MT080  | \$3,892           | \$4,087 | \$4,291 | \$4,506 | \$4,731  |
| Equipment Mechanic Leadworker            | Maintenance & Crafts     | MT130  | \$4,406           | \$4,626 | \$4,858 | \$5,101 | \$5,356  |
| Equipment Operator                       | Maintenance & Crafts     | MT060  | \$3,787           | \$3,976 | \$4,175 | \$4,384 | \$4,603  |
| Executive Assistant to City Manager      | Confidential Employees   | CE355  | \$3,955           | -       | -       | -       | \$5,337  |
| Finance Director                         | Department Heads         | DH040  | \$11,583          | -       | -       | -       | \$15,637 |
| Fire Captain                             | Firefighters Association | FR030  | \$8,358           | \$8,776 | \$9,215 | \$9,676 | \$10,160 |
| Fire Chief                               | Department Heads         | DH180  | \$12,641          | -       | -       | -       | \$17,066 |
| Fire Engineer                            | Firefighters Association | FR020  | \$7,148           | \$7,506 | \$7,881 | \$8,275 | \$8,689  |



# CITY OF WEST COVINA

## FULL-TIME SALARY SCHEDULE

Revised January 7, 2020

Effective the payroll period beginning on or after January 12, 2020

| POSITION TITLE                             | BARGAINING UNIT          | GRADE | MONTHLY PAY RANGE |         |         |         |          |
|--|--------------------------|-------|-------------------|---------|---------|---------|----------|
|  |                          |       | STEP 1            | STEP 2  | STEP 3  | STEP 4  | STEP 5   |
| Fire Marshal                               | Mid-Management           | MM135 | \$6,459           | -       | -       | -       | \$8,719  |
| Fire Protection Specialist                 | General Employees        | GN365 | \$4,452           | \$4,674 | \$4,908 | \$5,154 | \$5,411  |
| Firefighter                                | Firefighters Association | FR010 | \$6,133           | \$6,440 | \$6,762 | \$7,100 | \$7,455  |
| Firefighter Paramedic                      | Firefighters Association | FR020 | \$7,148           | \$7,506 | \$7,881 | \$8,275 | \$8,689  |
| Fleet Services Coordinator                 | General Employees        | GN330 | \$4,881           | \$5,125 | \$5,381 | \$5,650 | \$5,933  |
| Forensic Specialist                        | Non-Sworn Public Safety  | NS003 | \$4,263           | \$4,492 | \$4,722 | \$4,952 | \$5,182  |
| Head Cook                                  | General Employees        | GN350 | \$3,595           | \$3,774 | \$3,963 | \$4,161 | \$4,369  |
| Housing Program Coordinator                | General Employees        | GN245 | \$5,097           | \$5,352 | \$5,619 | \$5,900 | \$6,195  |
| Human Resources Analyst I                  | Mid-Management           | MM304 | \$4,589           | -       | -       | -       | \$6,198  |
| Human Resources Analyst II                 | Mid-Management           | MM305 | \$5,018           | -       | -       | -       | \$6,774  |
| Human Resources & Risk Management Director | Department Heads         | DH070 | \$9,160           | -       | -       | -       | \$12,366 |
| Human Resources Manager                    | Mid-Management           | MM306 | \$6,986           | -       | -       | -       | \$9,462  |
| Human Resources Technician                 | Confidential Employees   | CE415 | \$3,474           | -       | -       | -       | \$4,688  |
| Information Technology Analyst I           | Mid-Management           | MM492 | \$5,244           | -       | -       | -       | \$7,023  |
| Information Technology Analyst II          | Mid-Management           | MM493 | \$7,023           | -       | -       | -       | \$7,724  |
| Information Technology Manager             | Mid-Management           | MM491 | \$7,680           | -       | -       | -       | \$9,705  |
| Jailer                                     | Non-Sworn Public Safety  | NS130 | \$3,390           | \$3,563 | \$3,739 | \$3,928 | \$4,123  |
| Lead Jailer                                | Non-Sworn Public Safety  | NS131 | \$3,731           | \$3,932 | \$4,133 | \$4,334 | \$4,535  |
| Maintenance Leadworker                     | Maintenance & Crafts     | MT100 | \$3,991           | \$4,191 | \$4,400 | \$4,620 | \$4,851  |
| Maintenance Services Supervisor            | Mid-Management           | MM350 | \$5,556           | -       | -       | -       | \$7,500  |
| Maintenance Worker I                       | Maintenance & Crafts     | MT010 | \$3,041           | \$3,193 | \$3,353 | \$3,520 | \$3,696  |
| Maintenance Worker II                      | Maintenance & Crafts     | MT020 | \$3,192           | \$3,352 | \$3,519 | \$3,695 | \$3,880  |
| Maintenance Worker III                     | Maintenance & Crafts     | MT040 | \$3,350           | \$3,518 | \$3,693 | \$3,878 | \$4,072  |
| Management Analyst I                       | Mid-Management           | MM320 | \$4,217           | -       | -       | -       | \$5,691  |
| Management Analyst II                      | Mid-Management           | MM130 | \$5,251           | -       | -       | -       | \$7,089  |
| Office Assistant I                         | General Employees        | GN010 | \$2,360           | \$2,478 | \$2,601 | \$2,732 | \$2,868  |
| Office Assistant II                        | General Employees        | GN030 | \$2,704           | \$2,839 | \$2,981 | \$3,130 | \$3,287  |
| Park Maintenance Supervisor                | Mid-Management           | MM530 | \$4,990           | -       | -       | -       | \$6,737  |
| Parking Enforcement Officer                | General Employees        | GN080 | \$3,014           | \$3,165 | \$3,323 | \$3,489 | \$3,664  |
| Plan Check Engineer                        | Mid-Management           | MM055 | \$6,911           | -       | -       | -       | \$9,329  |
| Planning Aide                              | General Employees        | GN175 | \$3,332           | \$3,499 | \$3,674 | \$3,858 | \$4,051  |
| Planning Assistant                         | General Employees        | GN270 | \$4,485           | \$4,709 | \$4,945 | \$5,192 | \$5,452  |
| Planning Associate                         | General Employees        | GN280 | \$4,807           | \$5,047 | \$5,299 | \$5,564 | \$5,843  |



# CITY OF WEST COVINA

## FULL-TIME SALARY SCHEDULE

Revised January 7, 2020

Effective the payroll period beginning on or after January 12, 2020

| POSITION TITLE                         | BARGAINING UNIT             | GRADE | MONTHLY PAY RANGE |          |          |          |          |
|--|-----------------------------|-------|-------------------|----------|----------|----------|----------|
|  |                             |       | STEP 1            | STEP 2   | STEP 3   | STEP 4   | STEP 5   |
| Planning Director                      | Department Heads            | DH090 | \$9,024           | -        | -        | -        | \$12,183 |
| Planning Manager                       | Mid-Management              | MM020 | \$7,407           | -        | -        | -        | \$10,000 |
| Police Administrative Services Manager | Mid-Management              | MM131 | \$6,197           | -        | -        | -        | \$8,365  |
| Police Captain                         | Police Management Assoc.    | PM350 | \$14,594          | -        | -        | -        | \$16,783 |
| Police Chief                           | Department Heads            | DH075 | \$14,307          | -        | -        | -        | \$18,027 |
| Police Corporal                        | Police Officers Association | PD020 | \$7,494           | \$7,869  | \$8,262  | \$8,675  | \$9,109  |
| Police Lieutenant                      | Police Management Assoc.    | PM475 | \$13,750          | \$14,667 | \$15,667 | N/A      | N/A      |
| Police Officer                         | Police Officers Association | PD010 | \$6,955           | \$7,303  | \$7,668  | \$8,051  | \$8,454  |
| Police Officer Recruit                 | General Employees           | GN230 | \$4,066           | \$4,269  | \$4,483  | \$4,707  | \$4,942  |
| Police Records Specialist I            | Non-Sworn Public Safety     | NS070 | \$2,828           | \$2,972  | \$3,119  | \$3,275  | \$3,439  |
| Police Records Specialist II           | Non-Sworn Public Safety     | NS110 | \$3,033           | \$3,185  | \$3,345  | \$3,513  | \$3,687  |
| Police Records Supervisor              | Mid-Management              | MM060 | \$4,953           | -        | -        | -        | \$6,685  |
| Police Sergeant                        | Police Officers Association | PD030 | \$8,674           | \$9,108  | \$9,563  | \$10,042 | \$10,544 |
| Principal Engineer                     | Mid-Management              | MM515 | \$6,911           | -        | -        | -        | \$9,329  |
| Principal Planner                      | Mid-Management              | MM265 | \$6,229           | -        | -        | -        | \$8,410  |
| Programmer Analyst I                   | Confidential Employees      | CE215 | \$5,533           | -        | -        | -        | \$7,467  |
| Public Safety Dispatcher               | Non-Sworn Public Safety     | NS001 | \$4,352           | \$4,569  | \$4,798  | \$5,038  | \$5,289  |
| Public Services Manager                | Mid-Management              | MM035 | \$6,452           | -        | -        | -        | \$8,710  |
| Public Services Superintendent         | Mid-Management              | MM302 | \$7,593           | -        | -        | -        | \$10,250 |
| Public Works Director                  | Department Heads            | DH060 | \$11,018          | -        | -        | -        | \$14,875 |
| Public Works Project Supervisor        | Mid-Management              | MM580 | \$6,911           | -        | -        | -        | \$9,329  |
| Public Works Superintendent            | Mid-Management              | MM185 | \$6,588           | -        | -        | -        | \$8,893  |
| Purchasing Manager                     | Mid-Management              | MM225 | \$5,518           | -        | -        | -        | \$7,450  |
| Recreation Services Supervisor         | Mid-Management              | MM030 | \$4,664           | -        | -        | -        | \$6,297  |
| Recreation Superintendent              | Mid-Management              | MM301 | \$5,653           | -        | -        | -        | \$7,632  |
| Revenue Manager                        | Mid-Management              | MM540 | \$6,986           | -        | -        | -        | \$9,462  |
| Revenue Services Supervisor            | Confidential Employees      | CE535 | \$4,558           | -        | -        | -        | \$6,153  |
| Safety & Claims Manager                | Mid-Management              | MM191 | \$5,288           | -        | -        | -        | \$7,139  |
| Senior Account Clerk                   | General Employees           | GN120 | \$3,271           | \$3,435  | \$3,606  | \$3,787  | \$3,976  |
| Senior Accountant                      | Confidential Employees      | CE170 | \$5,406           | -        | -        | -        | \$7,298  |
| Senior Administrative Assistant        | Confidential Employees      | CE410 | \$3,474           | -        | -        | -        | \$4,688  |
| Senior Citizens Program Coordinator    | General Employees           | GN360 | \$4,085           | \$4,289  | \$4,503  | \$4,728  | \$4,965  |
| Senior Citizen's Services Supervisor   | Mid-Management              | MM390 | \$4,664           | -        | -        | -        | \$6,297  |

# CITY OF WEST COVINA

## FULL-TIME SALARY SCHEDULE

Revised January 7, 2020

Effective the payroll period beginning on or after January 12, 2020

| POSITION TITLE                    | BARGAINING UNIT         | GRADE | MONTHLY PAY RANGE |         |         |         |         |
|-----------------------------------|-------------------------|-------|-------------------|---------|---------|---------|---------|
|                                   |                         |       | STEP 1            | STEP 2  | STEP 3  | STEP 4  | STEP 5  |
| Senior Communications Operator    | Non-Sworn Public Safety | NS002 | \$4,874           | \$5,118 | \$5,374 | \$5,642 | \$5,923 |
| Senior Communications Technician  | General Employees       | GN240 | \$5,777           | \$6,066 | \$6,370 | \$6,688 | \$7,022 |
| Senior Maintenance Worker         | Maintenance & Crafts    | MT050 | \$3,413           | \$3,583 | \$3,762 | \$3,950 | \$4,148 |
| Senior Planner                    | Mid-Management          | MM020 | \$5,428           | -       | -       | -       | \$7,328 |
| Senior Software Developer         | Mid-Management          | MM315 | \$6,244           | -       | -       | -       | \$8,430 |
| Sign Painter                      | Maintenance & Crafts    | MT070 | \$3,566           | \$3,745 | \$3,932 | \$4,129 | \$4,335 |
| Software Developer                | Confidential Employees  | CE210 | \$4,993           | -       | -       | -       | \$6,740 |
| Software Development Manager      | Mid-Management          | MM310 | \$7,181           | -       | -       | -       | \$9,694 |
| Street Maintenance Supervisor     | Mid-Management          | MM345 | \$5,084           | -       | -       | -       | \$6,864 |
| Street Section Coordinator        | General Employees       | GN312 | \$4,677           | \$4,910 | \$5,156 | \$5,414 | \$5,684 |
| Superintendent of Maintenance Ops | Mid-Management          | MM188 | \$6,332           | -       | -       | -       | \$8,548 |
| Telecommunications Coordinator    | Mid-Management          | MM462 | \$4,798           | -       | -       | -       | \$6,480 |
| User Support Specialist           | Confidential Employees  | CE310 | \$4,534           | -       | -       | -       | \$6,121 |
| Victim Advocate                   | General Employees       | GN140 | \$3,396           | \$3,566 | \$3,744 | \$3,931 | \$4,128 |

- 1) Revised on June 19, 2018 by Resolutions 2018-87 thru 2018-91 (Successor MOU's w/ CEA, GEA, MCEA, and MMEA)
- 2) Revised on October 2, 2018 by Resolution 2018-124 (Reorganization and consolidation of Public Works, Planning, and Community Services Departments)
- 3) Revised on February 5, 2019 by Resolution 2019-09 (Dispatch Salary Adjustments), effective March 9, 2019.
- 4) Revised on November 5, 2019 by Resolution 2019-87 (Code Enforcement Manager), effective November 5, 2019.
- 5) Revised on January 7, 2020 by Resolution 2019-586 (Salary Adjustments to Finance Director, Fire Captain, Fire Engineer, Firefighter, Firefighter/Paramedic, Police Officer, Police Corporal and Police Sergeant and delete Finance and Administrative Services Director).

## ATTACHMENT B

### CITY OF WEST COVINA — Memorandum Police Department

TO: DAVE FAULKNER, CHIEF OF POLICE

FROM: PAT BENSCHOP, LIEUTENANT

DATE: APRIL 06, 2017

SUBJECT: **PATROL LIEUTENANT DEPLOYMENT STRATEGY**

---

As a component of the currently proposed WCPMA MOU, Police Lieutenants have agreed to transition from FLSA non-exempt status to exempt status. This simply moved the Lieutenants onto a fixed salary with no overtime earnings. To meet the challenge of covering Patrol shifts in the absence of the assigned Lieutenant, traditionally covered with overtime, the WCPMA explored numerous deployment options. However, it was unanimously decided by the entire body of the WCPMA that the Department would be best served by the Patrol Lieutenants remaining on their current deployment schedule (3/12.5 shifts).

It is the intention of the WCPMA to avoid staffing Patrol Lieutenant (Watch Commander) vacancies with overtime. However, it is understood that where overtime can be significantly impacted and controlled, it will not be completely eliminated where staffing is required 24 hours per day; 7 days per week.

The following is a guideline which will be utilized to efficiently staff vacancies at the Watch Commander position:

#### Regularly scheduled vacations/time-off:

- Each month at the Lieutenant's Meeting, Watch Commanders will have an opportunity to inform the group of time off requests for the upcoming month
- The group will coordinate to backfill those vacancies with Patrol and/or special assignment Lieutenants
- Where there are extended vacancies or scheduling conflicts, the Relief Sergeant may be used to staff the position (as is the current practice)

#### Training Courses:

- As with Vacation time, Watch Commanders will notify the Lieutenant's group as soon as practical of any-upcoming training course they will attend.
- The vacancies may be staffed with Patrol and/or special assignment Lieutenants
- Where there are extended vacancies created by the school or scheduling conflicts, the Relief Sergeant may be used to staff the position (as is the current practice)

Backfill for 5<sup>th</sup> Sunday/Friday coverage:

- The Crew 5 and Crew 6 Sergeants will be scheduled to cover these shifts.

Long-Term IOD (Watch Commander)

- To handle the unforeseen incidents of long-term IOD's the special assignment Lieutenants may be tasked with managing the Patrol coverage
- In addition, the-Relief Sergeant may be tasked to work a portion of the coverage

Equity-in Staffing:

- Each month at the Lieutenant's Meeting, the group will examine the extra hours (beyond the 40-hour work week) worked as well as time off taken by each Lieutenant during that cycle to insure equity
- The Patrol Division Captain will be provided with the monthly data

As this deployment strategy is a new concept for the West Covina Police Department, it should be expected that adjustments may become necessary in the interest of operational efficiency. The Patrol Captain and Lieutenants will remain flexible and diligent in their overall deployment and evaluation of this strategy.

In an effort to educate future Lieutenants on the expectations outlined above, HR will be adding this information to all future promotional fliers for the rank of Lieutenant. Current Lieutenants acknowledge and agree with this deployment strategy.

  
\_\_\_\_\_  
LIEUTENANT D. LEE

  
\_\_\_\_\_  
LIEUTENANT K. PLUNKETT

  
\_\_\_\_\_  
LIEUTENANT P. BENSCHOP

  
\_\_\_\_\_  
LIEUTENANT D. PATTON

  
\_\_\_\_\_  
LIEUTENANT T. TIBBETTS

  
\_\_\_\_\_  
LIEUTENANT R. ALLEN

MEMORANDUM OF UNDERSTANDING

THE CITY OF WEST COVINA  
AND  
THE WEST COVINA POLICE MANAGEMENT ASSOCIATION

EFFECTIVE

JULY 1, 2019~~15~~ THROUGH JUNE 30, ~~2019~~2022

**Commented [1]:** Term of Agreement pursuant to 7-2-2020 agreement #1 between City and PMA.

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**MEMORANDUM OF UNDERSTANDING  
THE CITY OF WEST COVINA  
AND  
THE WEST COVINA POLICE MANAGEMENT ASSOCIATION**

**PREAMBLE**

The Meyers-Milias-Brown Act (MMBA) governs labor-management relationships within California local governments. Under MMBA the wages, hours and other conditions of employment are contained in a written memorandum of understanding. It also requires the City of West Covina ("City") and its employee associations to meet and confer regarding these wages, hours and other conditions of employment. The City and the West Covina Police Management Association ("Association") have been negotiating a successor memorandum of understanding and an agreement has been reached for the period of July 1, 2019~~15~~ through June 30, 2022~~19~~.

THEREFORE, the City and the Association agree as follows:

**SECTION 1. SALARY SCHEDULE**

**~~A. Effective Date of New Salary Schedule~~**

~~Effective the first full pay period of Fiscal Year 2015-2016; eligible members shall receive a 2% base pay increase; based on the pay rate in effect at that time.~~

**~~B. Effective the Pay Period Beginning May 6, 2017~~**

Police Management Association Members shall be paid according to the attached salary schedule (Attachment A). The salary schedule replaces all prior forms of compensation including uniform allowance, education incentive, senior officer pay and overtime compensation.

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**SECTION 2. PERS RETIREMENT BENEFITS**

The contract between the City and Public Employees' Retirement System (PERS) shall provide the following benefits for unit employees:

**A. 3% at age 50 (Employees Hired Prior to December 19, 2012)**

Unit members hired by the City of West Covina prior to December 19, 2012, shall participate in the PERS 3% at age 50 PERS retirement benefit plan. ~~The City shall pay 100% of the PERS employer cost.~~ Each employee shall pay the full employee cost of nine percent (9%). Such contribution shall be made on a pre-tax basis.

Retirement benefits under the 3.0% at age 50 formula shall be computed using the One-Year Final Compensation Option (per the city's contract with CalPERS).

**B. 3% at age 55 (Classic PERS Members)**

Unit members hired between December 19, 2012 and January 1, 2013, or having reciprocity with another PERS agency ("classic member") shall participate in the 3% at age 55 PERS

retirement benefit plan. ~~The City shall pay 100% of the PERS employer cost.~~ Each employee



shall pay the full employee cost of nine percent (9%). Such contribution shall be made on a pre-tax basis.

Retirement benefits under the 3.0% at age 55 formula shall be computed using the One-Year Final Compensation Option (per the city's contract with CalPERS).

**C. 2.7% at age 57 (New PERS Members)**

Unit members classified as "new safety members," as defined by the Public Employees' Pension Reform Act of 2013, hired on or after January 1, 2013 shall participate in the 2.7% at age 57 PERS retirement benefit plan, with their final compensation based upon the average of their highest annual compensation earned over a three (3) year period. New members will be required to pay the appropriate share of their pension costs and other provisions, as required by the Public Employees' Pension Reform Act of 2013.

D. Classic member employees shall pay the entire nine percent (9%) member contribution to the Public Employees' Retirement System (PERS) and an additional three percent (3%) to CalPERS of the employer contribution as a cost-sharing pursuant to Government Code section 20516(f) for a total contribution of twelve percent (12%). This cost-sharing is based on the member contribution percentage being 9%. Should the member contribution percentage increase beyond 9%, then the total contribution shall remain at 12%. As soon as practical, the City shall amend the CalPERS contract so that cost sharing will be by contract amendment under Government Code section 20516(a) so that the additional 3% cost sharing identified above will be switched from cost sharing under Government Code section 20516(f) to Government Code section 20516(a). When cost sharing by contract amendment becomes effective under Government Code section 20516(a), cost sharing under Government Code section 20516(f) shall immediately cease. In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction. The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing as described above shall continue.

E. New Member (PEPRA) employees shall pay 50% of the applicable normal cost as their member contribution (California Government Code Section 7522.30(c)). In the event that 50% of the applicable normal cost member contribution falls below twelve percent (12%) of compensation earnable, the New Member Employee shall pay the difference between 12% of compensation earnable and 50% of the applicable normal cost member contribution pursuant to cost sharing in accordance with Government Code Section 20516(f). As soon as practical, the City shall amend the CalPERS contract so that cost sharing will be by contract amendment under Government Code section 20516(a) so that the additional cost sharing identified above will be switched from cost sharing under Government Code section 20516(f) to Government Code section 20516(a). When cost sharing by contract amendment becomes effective under Government Code section 20516(a), cost sharing under Government Code section 20516(f) shall immediately cease. In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction. The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing as described above shall continue.

**D.F. Additional Retirement Benefits:**

In addition, the following benefits will remain in place for unit members, unless deemed ineligible by PERS under the Public Employees' Pension Reform Act of 2013.

- **4<sup>th</sup> Level Survivor Benefits**

Level IV of 1959 Survivor Benefits pursuant to Government Code Section 21574.

- **Military Buy Back**

Military service credit as public service credit pursuant to Government Code Section 21024.

- **Post-Retirement Survivor Allowance**

Post-Retirement Survivor Continuance benefit pursuant to Government Code Section 21624, ~~and 21624~~

- **Pre-Retirement Optional Settlement 2 Death Benefit**

Pre-Retirement Optional Settlement 2 Death Benefit pursuant to Government Code Section 21548.

- **Pre-Retirement Death Benefit After Remarriage of Survivor**

Pre-Retirement Death Benefit after Remarriage of Survivor pursuant to Government Code Section 21551.

- **Credit For Unused Sick Leave**

Credit for Unused Sick Leave pursuant to Government Code Section 20965.

- **Other PERS Benefits**

Any other PERS Benefit Programs that are provided to the West Covina Police Officers Association shall be provided to the Police Management Association.

### **SECTION 3. PARS SUPPLEMENTAL RETIREMENT PLAN**

The City will replace the Employer Paid Member Contribution (EPMC) gross up amount that has been historically reported to CalPERS with a PARS Supplemental retirement plan. This supplemental plan will make the employees whole in consideration for the loss of the incremental stipend amount due to the "West Covina Plan" method of calculation no longer being allowable under CalPERS regulations.

The PARS plan will pay a retirement amount for all years of service to those unit employees retiring from the City based on .89% of PERSable compensation. At the time of retirement, the employee can make a one-time election to receive either an ongoing monthly stipend or a lump sum amount at the time of retirement based on an actuarially determined net present value of the annual stipends. The monthly stipends will contain the same benefit options as the City's PERS plan including 2% annual COLA's and survivor benefits. This plan will be available to all future retirees, and any past retirees who retired after July 1, 2004 who can provide documentation to the City that the .89% of compensation was disallowed by CalPERS in determining their retirement stipend.

Effective July 1, 2012, employees must be employed as a Police Management employee with the City of West Covina for a minimum of three (3) years to be eligible to receive this benefit.

The City retains the responsibility to fund this plan with actuarially determined

contributions. **SECTION 4. CAFETERIA PLAN**

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

To comply with the Public Employees' Hospital and Medical Care Act (PEMCHA), the City will contribute the statutory minimum amount for the provision of medical insurance. In addition, the City will contribute an additional amount for current bargaining unit members into a cafeteria plan in accordance with IRS Code Section 125. These additional amounts will be as follows:

**A. Health Insurance**

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

Effective January 1, 2018, the City's medical contributions will be based on the coverage tier (single, two-party or family) as follows:

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

An employee who selects an Employee plus One medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles region Kaiser 2-party medical premium.

An employee who selects an Employee plus Two or More (Family) medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles region Kaiser Family medical premium.

In the event the Police Officers Association agrees to cap the City medical contribution; such a cap shall also apply to the Police Management Association-

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

#### **B. Dental Insurance**

In addition to the above amount for medical, the cafeteria amount shall also include up to \$53.28 monthly for dental insurance for member and eligible dependents. If the dental insurance plan chosen by the member is less than \$53.28, the amount shall be the cost of the dental insurance chosen. If the dental insurance plan chosen by the member is equal to or more than \$53.28 per month, the amount shall be \$53.28.

#### **C. Vision Insurance:**

In addition to the above amounts for medical and dental, the cafeteria amount shall also include up to \$40.04 monthly for vision insurance for member and eligible dependents. If the vision insurance plan chosen by the member is less than \$40.04, the amount shall be the cost of the vision insurance chosen. If the vision insurance plan chosen by the member is equal to or more than \$40.04 per month, the amount shall be \$40.04.

## **SECTION 5. RETIREE HEALTH BENEFIT**

### **A. Health Insurance**

The City contracts with CalPERS for the provision of health insurance. To comply with the Public Employees' Hospital and Medical Care Act, the City will contribute the statutory minimum amount for the provision of retiree medical insurance for all retirees in the bargaining unit.

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

#### **1. Tier 1 Employees:**

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

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

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

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

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

The term "employee", as it relates to Tier 1 health benefits, includes all prior retirees, current employees and future retirees, with the exception of Tier 2 employees.

## **2. Tier 2 Employees:**

Employees hired between July 1, 2012 and December 31, 2016 are only eligible for the retiree longevity stipend described above for Tier 1 employees if they retire from the City of West Covina with a minimum of 20 years of sworn service, five of which were with the City of West Covina Police Department. A Tier 2 employee who does not meet this eligibility criteria will not receive the retiree longevity stipend, but like all retirees of the City, as set forth above, the City will contribute the PERS statutory minimum amount on the retiree's behalf.

The City affirms that the provision of retiree health benefits for Tier 1 and Tier 2 Police Management Members as described above, will not be revoked by the City during that member's lifetime (defined as until member's death). Further, the City will reimburse, to the extent applicable, all yearly Medicare premiums once a retired employee or a retired employee's spouse enroll in Medicare.

Upon death of a Tier 1 or Tier 2 retiree, the City shall continue to reimburse the cost of the healthcare premiums for a surviving spouse. This benefit will cease if the spouse remarries. This benefit is only available to a spouse married to a retiree at the time of retirement.

## **3. Tier 3 Employees:**

Employees hired on or after January 1, 2017 are not eligible for the retiree longevity stipend. Those employees will receive a \$200 per month City contribution to a RHS plan. For example, a member of the Police Officers Association who was first hired by the City on or after January 1, 2017 would not be eligible for the retiree longevity stipend but would receive a \$200 per-month City RHS contribution.

# **SECTION 6. LIFE INSURANCE**

## **A. Policies**

The City shall provide all unit employees a term life insurance policy in the amount of \$100,000 and an additional insurance benefit of \$100,000 life insurance if killed in the line of duty.

#### **B. Retired Employee Term Life Insurance**

The City shall provide all unit employees who retire from the City a term life insurance in the amount of ten thousand (\$10,000) dollars. It is understood there shall be no reduction in benefits based on age.

### **SECTION 7. TUITION REIMBURSEMENT**

Effective July 1, 2020, the Tuition Reimbursement Program described below is suspended for the term of this Agreement, through June 30, 2022.

#### **A. Maximum Reimbursement**

Unit employees' tuition reimbursement (including books) shall be paid up to the equivalent of yearly costs for seven (7) units of the California State University Los Angeles (CSULA) cost.

#### **B. Administrative Policy**

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

### **SECTION 8. HOURS OF WORK**

Daily hours of work or shifts of employees within departments shall be assigned by the Chief of Police as required to meet the operational requirements of the department.

Effective May 6, 2017, the Police Lieutenants shall transition from FLSA Non-exempt to exempt status. The intent of this change is to move Police Lieutenants to a fixed salary and eliminate the overtime benefit (Section 14. Overtime) agreed to in the prior memoranda of understanding. Therefore, the Association has agreed to adopt the "Patrol Lieutenant Deployment Strategy" (Attachment B) which was presented to the Police Chief for approval.

#### **A. Patrol Division**

Lieutenants assigned to the Patrol Division shall work a 3/12.50 work schedule. Salary is based upon a 40-hour workweek with the condition that at the end of the month the employee will owe the City 10 hours to be reconciled in the form of a scheduled payback.

#### **B. Non-Patrol**

All other non-patrol police management employees are assigned to a 4/10 work schedule that begins on Saturday at 12:00 A.M. and ends on Friday at 11:59 P.M.

**Commented [2]:** Tuition Reimbursement Program suspension pursuant to 7-2-2020 agreement #7 between City and PMA.

## **SECTION 9. COMPENSATORY TIME**

Prior to the salary adjustment all compensatory time shall be cashed out at the member's hourly pay rate as of May 2, 2017. Also, in the event a City employee is promoted from another bargaining group (e.g. Police Officers' Association), all compensatory time must be cashed out at the employee's rate of pay prior to the effective date of the promotion.

## **SECTION 10. VACATION**

It is the policy of the City that whenever possible, vacation be taken annually in the year earned. The time during the year at which an employee may take vacation shall be determined by the appointing authority of such employee with due regard for the wishes of the employee and particular regard for the needs of the service.

Eligible employees shall earn and accumulate to a maximum vacation leave as follows:

| <b>Months of Service</b> | <b>Hours Earned Per Pay Period</b> | <b>Hours Earned Per Month</b> | <b>Maximum Accruals</b> |
|--------------------------|------------------------------------|-------------------------------|-------------------------|
| <b>1— 60*</b>            | 3.08                               | 6.67                          | 320                     |
| 61 — 108                 | 4.62                               | 10.00                         | 360                     |
| 109 —120                 | 4.92                               | 10.67                         | 368                     |
| 121 — 132                | 5.23                               | 11.33                         | 376                     |
| 133 —144                 | 5.54                               | 12.00                         | 384                     |
| 145 —156                 | 5.85                               | 12.67                         | 392                     |
| 157 +                    | 6.15                               | 13.33                         | 400                     |

\*After completion of 60 months of service, forty (40) additional hours vacation shall be granted.

### **A. Limitation - Vacation Leave Accrual**

1. Employees shall not be allowed to accrue vacation leave beyond the stated maximums.
2. No employee shall lose earned vacation leave because of work urgency as approved by management. Work urgency is defined as the department's need to have the employee at work to perform duty assignments for a specified period of time.
3. If an employee has reached the maximum allowed unused vacation leave balance, and is unable to take vacation leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, the Human Resources Director will approve a waiver of the maximum allowed unused balance for a period not to exceed six (6) months per fiscal year.



#### **B. Vacation Accrual of Holidays**

If a holiday falls within a scheduled vacation period, vacation shall be granted based on the employees' regular work schedule (e.g. 12.5 hours for patrol and 10 hours for non-patrol).

#### **C. Payment for Unused Vacation**

1. Upon separation of employment the 100% of the employee accrued vacation benefits shall be contributed to the Police Management Association's 401 (A) deferred retirement account.
2. 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.

#### **D. Advance Payment of Vacation**

Any employee who is authorized to take 40 or more hours 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, and Finance Director.

#### **E. Payment-in-lieu of Vacation**

Employees with less than five years of City service 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 at least five days prior to requested date of issuance of the check, upon approval of Department Head. Employees with five or more years of service may receive payment in lieu of up to 120 hours.

### **SECTION 11. POLICE MANAGEMENT ADMINISTRATIVE LEAVE**

Administrative Leave is provided to Police Management employees for the attendance at City Council meetings, community events, special events and the management of police services.

#### **A. Management Leave Time for Lieutenants**

Effective January 1 of each year, Lieutenants will receive 70 hours of police management leave (pro-rata based upon date of appointment). Employees will not be allowed to cash out or carry over any unused police management leave. Any unused leave will expire at the end of each calendar year.

### **B. Administrative Leave for Captains**

Effective January 1 of each year, Captains will receive 115 hours of Administrative Leave (pro-rata based upon date of appointment). Employees will not be allowed to cash out or carry over any unused Administrative leave. Any unused leave will expire at the end of each calendar year.

Employees may submit a request to the City Manager to carry over a maximum of forty (40) hours of unused Administrative Leave to the next calendar year; which must be used within six (6) months.

Approval of request are the sole discretion of the City Manager.

## **SECTION 12. SICK LEAVE**

To aid in reducing illness, the parties shall work in unison to educate and emphasize to employee members the importance of proper diet, sleep, exercise and other pertinent practices in maintaining a healthy condition.

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

City employees shall accrue 96 hours of sick leave per year. Following completion of thirty (30) calendar days of continuous full-time service, each City employee shall accrue 3.69 hours per pay period of sick leave pay. Thereafter for each 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 eight hours of credit for sick leave with pay. Sick leave may be used by new employees following thirty calendar days of employment. Unused sick leave may be accumulated without limit.

### **B. Use of Sick Leave**

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 48 hours of sick leave within any calendar year may be granted to an employee each absence due to death of his/her immediate family. The phrase "immediate family" is defined as spouse, domestic partner, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, child, and a grandparent or grandchild, if residing within the home or within the same place of residence of the employee.

### **C. Reinstatement of Sick Leave**

Upon reemployment, an employee who was terminated due to layoff 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. Sick Leave Annual Payoff Program**

There will be a one-time suspension of the cashing out of up to sixty (60) hours of sick leave in November of 2020. This benefit will be reinstated and employees shall be able to cash out up to sixty (60) hours of sick leave in the next cash out period in November of 2021. The employee sick leave annual payoff program.

shall be administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for the calendar year that shall begin on the 25<sup>th</sup> biweekly pay period of each year through the 24<sup>th</sup> biweekly pay period of the following year for purposes of this provision. The specific dates between these pay periods vary from year to year and shall be provided to the employees in November of each year for the following year.
2. The maximum amount of sick leave hours cashed each calendar year at the employee's hourly rate is sixty (60) hours.
3. Each employee must carry over to a sick leave "bank" a minimum of 36 current year unused hours per year in December, and may request cash payment for any hours above 36 current year unused hours or may add it to the sick leave bank.
4. The sick leave payoff shall be based upon the pay rate of the employee as of the cutoff date of the above defined sick leave calendar year.
5. If 36 hours per calendar year of unused sick leave are not available, the number of unused hours must be carried over to the sick leave bank.
6. Employees shall not be allowed to change sick leave to other forms of paid leave upon return to work.

The current payoff programs at termination or retirement, as detailed in the Personnel Rules, remain unchanged.

#### **E. Sick Leave to Service Credit Upon Retirement**

~~Employees upon separation of continuous service, other than by discharge, shall be paid for one third of all sick leave accrued to the time of such separation, to a maximum of 400 hours, which shall be deposited into the 401 (A) deferred compensation plan.~~ The City shall contract with CalPERS for the Credit for the Unused Sick Leave option under Government Code section 20965. Employees, upon retirement, may elect to convert all accumulated and unused sick leave to CalPERS service credit.

#### **F. Physician's Certificate on Use of Sick Leave**

The Department Head may require evidence in the form of a physician's certificate, or written statement, as to adequacy of reason for any employee's absence of ~~three~~<sup>two</sup> (2) or more consecutive working days for which sick leave was requested ~~or~~<sup>and</sup> management suspects an abuse of sick leave. A failure to supply or provide said certificate or written statement ~~may~~<sup>shall</sup> be grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.

**Commented [3]:** Changes made to make consistent with applicable sick leave rules, i.e., Healthy Workplaces Law.

### **G. Physical Examination**

Any employee absent from work for a period of three (3) or more consecutive working days, 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 to be paid by the City.

## **SECTION 13. HOLIDAYS**

### **A. Fixed Holidays**

The City will recognize the following days as official City fixed holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

Each fixed holiday granted to employees shall be a full shift of up to ten (10) hours of time off with pay. Any additional time taken off above ten hours per each fixed holiday must be deducted from the employee's other leaves, such as vacation.

### **B. 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 the holiday in lieu of the day observed.

### **C. Holiday Accrual on Flex Day Off or Work day**

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 either as compensatory time or pay, at the discretion of the employee. When a holiday falls on a regularly scheduled work day, employees assigned to Patrol shall accrue eight hours of holiday time in addition to being paid for time worked.

## **SECTION 14. BEREAVEMENT LEAVE**

Bereavement - 40 hours of said leave per calendar year will be available to an employee in the event of the death of said employee's grandparent, parent, spouse, domestic partner, child, stepchild, brother, or sister. The program is supplemental to the current sick leave program.

## **SECTION 15. VEHICLE ASSIGNMENT**

Police Management Members shall be assigned vehicles. Vehicles must be used in accordance with Lexipol standards and guidelines.

## **SECTION 16. DISABILITY DISCRIMINATION**

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

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

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

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

## **SECTION 17. GRIEVANCE PROCEDURE**

Refer to Personnel Rule XV, Grievance and Complaint Procedure, Sections 15.1-15.6.

## **SECTION 18. EMPLOYEE AND EMPLOYER RIGHTS**

The parties hereto agree that this MOU does not in any manner abridge, modify or restrict the rights and prerogatives of employees and the City as set forth in Chapter 2 of the West Covina Municipal Code. It is understood that said rights and prerogatives of the City include, but are not limited to, determinations as to the levels of service, manning requirements, work schedules, transfers, number and location of work stations, nature of work to be performed, contracting for any work or operations, employee performance standards, discipline and discharge, and reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable, in the performance of City services. It is further agreed that the City agrees to meet and confer with the recognized bargaining representatives regarding the impact of such management decisions on matters within the scope of representation.

#### **SECTION 19. OTHER PROVISIONS NOT COVERED HERE**

It is understood that all other items relating to employee salaries and benefits not covered in this MOU, are covered by existing ordinances, resolutions, and policies of the City Council, as well as the Personnel Rules and Regulations presently in effect.

#### **SECTION 20. MASTER MOU**

The Association and the City have met in in good faith to achieve this Memorandum of Understanding which replaces and superseded all previous Memorandum of Understandings.

#### **SECTION 21. SEVERABILITY**

It is understood and agreed that this MOU is subject to all present and future federal and state laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is in conflict or inconsistent with such applicable provisions of federal or state laws or regulations, or otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such part of provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

#### **SECTION 22. RATIFICATION AND IMPLEMENTATION**

##### **A. ACKNOWLEDGEMENT**

The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by those Association members voting who are in classifications represented by the Association set forth in this Agreement and adopted in the form of a resolution by the City Council.

##### **B. Mutual Recommendation**

This Agreement constitutes a mutual recommendation by the parties hereto, to the City council, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits, and other terms and conditions of employment for unit employees represented by the Association.

##### **C. Ratification**

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and the Association and entered into on this 2<sup>nd</sup> day of ~~May~~ 2017.

#### **D. Term of Memorandum of Understanding**

The term of this Memorandum of Understanding shall be for the period commencing on July 1, 2020~~15~~, and terminating after June 30, 2022~~19~~.

#### **E. Reopener**

From July 1, 2020 to June 30, 2022 (“Reopener Period”), the Association may reopen negotiations on the issue of compensation. In order to exercise its right to reopen, the Association must provide written notice to reopen to the City during the Reopener Period. Should the Association not provide such timely notice, the Association shall waive its right to reopen. Should the Association provide such timely notice, the City and the Association shall meet for its first negotiations session on the limited reopener within 30 days of the Association providing notice to reopen unless another date has been

**Commented [4]:** Limited Reopener on economic items pursuant to 7-2-2020 agreement #1 between City and PMA.



## PARTIES TO THE AGREEMENT

West Covina Police Management Association

City of West Covina

~~Attachment A~~

ATTACHMENT A

West Covina Police Management Association

Authorized Salary Ranges

Effective ~~May 6, 2017~~ January 7, 2020 (Salary Resolution No. 2020-02)

~~**Position Title                      Salary Grade                      Minimum                      Maximum**~~

~~Police Captain                      PM300                      \$12,432                      \$16,783~~

~~Police Lieutenant                      PM475                      \$11,605                      \$15,667~~

~~**Annual**~~

~~**Position Title                      Salary Grade                      Minimum                      Maximum**~~

~~Police Captain                      PM300                      \$149,185                      \$201,400~~

~~Police Lieutenant                      PM475                      \$130,250                      \$188,000~~

| <u>Position Title</u> | <u>Pav Grade</u> | <u>Period</u> | <u>Minimum<br/>(Step 1)</u> | <u>Mid-Point<br/>(Step 2)</u> | <u>Maximum<br/>(Step 3)</u> |
|-----------------------|------------------|---------------|-----------------------------|-------------------------------|-----------------------------|
| Police Captain        | PM300            | Monthly       | \$14,594                    | N/A                           | \$16,783                    |
|                       |                  | Annually      | \$175,130                   | N/A                           | \$201,400                   |
| Police Lieutenant     | PM475            | Monthly       | \$13,750                    | \$14,667                      | \$15,667                    |
|                       |                  | Annually      | \$165,000                   | \$176,000                     | \$188,000                   |

CITY OF WEST COVINA — Memorandum  
Police Department

TO DAVE FAULKNER, CHIEF OF POLICE  
FROM PAT BENSCHOP, LIEUTENANT  
DATE APRIL 06, 2017  
SUBJECT: **PATROL LIEUTENANT DEPLOYMENT STRATEGY**

As a component of the currently proposed WCPMA MOU, Police Lieutenants have agreed to transition from: FLSA non-exempt status to exempt status. This simply moved the Lieutenants onto a fixed salary with no overtime earnings. To meet the challenge of covering Patrol shifts in the absence of the assigned Lieutenant, traditionally covered with overtime, the WCPMA explored numerous deployment options. However, it was unanimously decided by the entire body of the WCPMA that the Department would be best served by the Patrol Lieutenants remaining on their current deployment schedule (3/12.5 shifts).

It is the intention of the WCPMA to avoid staffing Patrol Lieutenant (Watch Commander) vacancies with overtime. However, it is understood that where overtime can be significantly impacted and controlled, it will not be completely eliminated where staffing is required 24 hours per day; 76 days per week.

The following is a guideline which will be utilized to efficiently staff vacancies at the Watch Commander position:

Regularly scheduled vacations/time-off:

- Each month at the Lieutenant's Meeting, Watch Commanders will have an opportunity to inform the group of time off requests for the upcoming month
- The group will coordinate to backfill those vacancies with Patrol and/or special assignment Lieutenants
- Where there are extended vacancies or scheduling conflicts, the Relief Sergeant may be used to staff the position (as is the current practice)

Training Courses:

- As with Vacation time, Watch Commanders will notify the Lieutenant's group as soon as practical of any upcoming training course they will attend.
- The vacancies may be staffed with Patrol and/or special assignment Lieutenants
- Where there are extended vacancies created by the school or scheduling conflicts, the Relief Sergeant may be used to staff the position (as is the current practice)

Backfill for 5<sup>th</sup> Sunday/Friday coverage:

- The Crew 5 and Crew 6 Sergeants will be scheduled to cover these shifts.

Long-Term IOD (Watch Commander)


- To handle the unforeseen incidents of long-term IOD's the special assignment Lieutenants may be tasked with managing the Patrol coverage
- In addition, the-Relief Sergeant may be tasked to work a portion of the coverage

Equity-in Staffing:

- Each month at the Lieutenant's Meeting, the group will examine the extra hours (beyond the 40-hour work week) worked as well as time off taken by each Lieutenant during that cycle to insure equity
- The Patrol Division Captain will be provided with the monthly data

As this deployment strategy is a new concept for the West Covina Police Department, it should be expected that adjustments may become necessary in the interest of operational efficiency. The Patrol Captain and Lieutenants will remain flexible and diligent in their overall deployment and evaluation of this strategy.

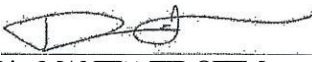
In an effort to educate future Lieutenants on the expectations outlined above, HR will be adding this information to all future promotional fliers for the rank of Lieutenant. Current Lieutenants acknowledge and agree with this deployment strategy,

  
\_\_\_\_\_  
LIEUTENANT D. LEE

\_\_\_\_\_  
LIEUTENANT PI' NKETT

  
\_\_\_\_\_  
LIEUTENANT P. BENSCHOP

\_\_\_\_\_  
LIEUTENANT D PATTON

  
\_\_\_\_\_  
LIEUTENANT T. TIBBITTS

- •Fra. z A- '141L1.- 6rvr: 1'CiriAvvil  
IEIITE14 ANT R....ALLEP

Pat Benschop

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From: Ron Allen  
Sent: Friday, April 07, 2017 11:18 AM  
To: Pat Benschop  
Subject: Acknowledgment and Agreement  
Attachments: memo-LT-Deployment-Strategy-2017.doc

To Whom it May Concern:

I acknowledge & agree with the "PATROL LIEUTENANT DEPLOYMENT STRATEGY"  
Memo and authorize Lieutenant Benschop to sign on my behalf.

R. Allen  
Lieutenant, West Covina Police Department

SIDE LETTER AGREEMENT TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF WEST COVINA  
AND  
THE WEST COVINA POLICE MANAGEMENT ASSOCIATION  
JULY 1, 2015 THROUGH JUNE 30, 2019

The City and the Association reached an agreement on a successor memorandum of understanding for the period of July 1, 2015 through June 30, 2019. During the negotiations, the parties discussed the various wages, hours and other conditions of employment.

The City and the Association agrees re-open negotiations regarding the PARS Supplemental Retirement Plan (Attachment No. 1), within 30 days following ratification of the memorandum of understanding.

It is understood that in the event an agreement is reached it will be presented to the City Council for consideration.

PARTIES TO THE AGREEMENT

West Covina Police Management Association

City of West Covina

  
\_\_\_\_\_  
Pat Benschop  
Police Management Association

\_\_\_\_\_  
  
Chris Freeland  
City Manager

  
\_\_\_\_\_  
Dennis Patton  
Police Management Association

  
\_\_\_\_\_  
Tom Bokoy  
Human Resources Director

Attachment No. 1

PARS SUPPLEMENTAL RETIREMENT PLAN

~~The City will replace the Employer Paid Member Contribution (EPMC) gross up amount that has been historically reported to CalPERS with a PARS Supplemental retirement plan. This supplemental plan will make the employees whole in consideration for the loss of the incremental stipend amount due to the "West Covina Plan" method of calculation no longer being allowable under CalPERS regulations.~~

~~The PARS plan will pay a retirement amount for all years of service to those unit employees retiring from the City based on .89% of PERSable compensation. At the time of retirement, the employee can make a one time election to receive either an ongoing monthly stipend or a lump sum amount at the time of retirement based on an actuarially determined net present value of the annual stipends. The monthly stipends will contain the same benefit options as the City's PERS plan including 2% annual COLA's and survivor benefits. This plan will be available to all future retirees, and any past retirees who retired after July 1, 2004 who can provide documentation to the City that the .89% of compensation was disallowed by CalPERS in determining their retirement stipend.~~

~~Effective July 1, 2012, employees must be employed as a Police Management employee with the City of West Covina for a minimum of three (3) years to be eligible to receive this benefit. The City retains the responsibility to fund this plan with actuarially determined contributions.~~

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## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** August 4, 2020

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF A SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND  
THE NON-SWORN SAFETY SUPPORT EMPLOYEES' UNION**

---

### RECOMMENDATION:

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

**RESOLUTION NO. 2020-76 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE NON-SWORN SAFETY SUPPORT EMPLOYEES' UNION REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 1932**

### BACKGROUND:

The West Covina Non-Safety Support Employees' Memorandum of Understanding (MOU) expired on June 30, 2017. Terms and conditions of employment were imposed and adopted to cover Fiscal Year 2017-2018, and have been in operation since that time. The City and the West Covina Non-Safety Support Employees Union, represented by Teamsters Local 1932 Union, met and conferred on ten (10) occasions and have reached a side letter of agreement.

### DISCUSSION:

The City and the Non-Sworn Safety Support Employees' Union have memorialized a side letter of agreement. The terms and conditions agreed upon address the necessary cost-saving measures as a result of the City's dire financial condition, as declared by the City Council on May 19, 2020.

As part of the side letter of agreement, the parties agree to continue discussions as to the preparation of a comprehensive memorandum of understanding that includes the terms of this side letter of agreement and prior side letters of agreement and addresses non-substantive clean-up of MOU language.

### LEGAL REVIEW:

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

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

---



## **Fiscal Impact**

### **FISCAL IMPACT:**

Anticipated savings is approximately \$63,000 of benefits reductions suspension for a period of 6 months.

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### **Attachments**

Attachment No. 1 - Resolution No. 2020-76

Attachment No. 1 - Exhibit A to Resolution No. 2020-76

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**CITY COUNCIL GOALS & OBJECTIVES:** Achieve Fiscal Sustainability and Financial Stability

## **RESOLUTION NO. 2020-76**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST COVINA AND THE WEST COVINA NON-SWORN SAFETY SUPPORT EMPLOYEES' UNION REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 1932**

**WHEREAS**, on May 19, 2020, the City Council declared a fiscal emergency through the adoption of Resolution No. 2020-46; and

**WHEREAS**, in declaring the fiscal emergency, the City Council directed the City Manager to take any and all actions necessary to address the fiscal emergency, including, but not limited to, measures relating to personnel and benefit costs, operations, and reductions in service levels, and reviewing and negotiating changes to labor agreements, service agreements, and franchise agreements, to the extent permitted by law; and

**WHEREAS**, the City of West Covina, hereinafter referred to as the "City," and the Non-Sworn Safety Support Employees' Union represented by the International Brotherhood of Teamsters Local 1932 have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Code § 3500; and

**WHEREAS**, the City and the Non-Sworn Safety Support Employees' Union represented by Teamsters Local 1932 have memorialized the agreement in a written side letter of agreement, which is attached hereto as Exhibit "A".

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

**SECTION 1.** The Side Letter of Agreement, attached hereto as Exhibit "A," is hereby approved.

**SECTION 2.** The City Manager is authorized to sign the Side Letter of Agreement.

**SECTION 3.** The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

**APPROVED AND ADOPTED** this 4th day of August, 2020.

---

Tony Wu  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

---

Thomas P. Duarte  
City Attorney

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Lisa Sherrick  
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2020-76 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 4th day of August, 2020, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Lisa Sherrick  
Assistant City Clerk

**EXHIBIT A**

**SIDE LETTER OF AGREEMENT**

## **Attachment No. 1 - Exhibit "A"**

**SIDE LETTER OF AGREEMENT  
TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF WEST COVINA AND  
WEST COVINA NON-SWORN SAFETY SUPPORT EMPLOYEES' UNION  
REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
LOCAL 1932  
JULY 1, 2020 – JUNE 30, 2021**

THIS SIDE LETTER OF AGREEMENT ("Agreement") memorializes an agreement entered into between the City of West Covina ("City") and the West Covina Non-sworn Safety Support Employees' Union ("Union") (collectively "Parties") with respect to the following:

**WHEREAS**, the Parties agree to side letter of agreement for a period of one year from July 1, 2020 to June 30, 2021; and

**WHEREAS**, the Parties agree that the amendments set forth in this Agreement shall be incorporated into the MOU; and

**WHEREAS**, all other terms and conditions of the MOU shall remain in full force and effect.

**NOW THEREFORE**, the Parties have agreed to amend the MOU as follows:

1. The term of the MOU shall be extended through June 30, 2021.
2. "Suspend" as used throughout this Agreement shall mean that the stated benefits will not be provided for the period of six (6) months from the date of Council ratification of this Agreement. After the end of the 6-month period, the suspended benefits will resume pursuant to previous terms.
3. CalPERS Employee's Contribution and Cost Sharing – Upon ratification, all employees shall pay an additional 3% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f). The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution as described shall continue.
4. Suspend for 6 months from the date of Council ratification of this Agreement the \$100.00 a month employer contribution to Retiree Health Savings Plan.
5. Suspend for 6 months from the date of Council ratification of this Agreement the Tuition Reimbursement Program provision.
6. Suspend for 6 months from the date of Council ratification of this Agreement Sick Leave Monetary Cash-Out at separation. Employees shall have all unused

## Attachment No. 1 - Exhibit "A"

accumulated sick leave converted to additional service credit at retirement pursuant to Government Code section 20965.

7. Suspend for 6 months from the date of Council ratification of this Agreement the "one-time" 10-hour vacation and one-time sick leave cash-out.
8. During the term of this Agreement, if another employee bargaining unit is subject to cost savings that are less than the equivalent of cost savings agreed to with the Union, the City agrees to provide the value of the equivalent lesser cost savings to the Union.
9. During the term of this Agreement, the Parties agree to continue discussions as to the preparation of a comprehensive memorandum of understanding that includes the terms of this Agreement and prior side letters of agreement and addresses non-substantive clean-up of MOU language.

FOR THE UNION AND CITY OF WEST COVINA:

I agree on behalf of the Union:



Sheri Orellana  
Teamsters Local 1932

I agree on behalf of the City:

\_\_\_\_\_  
David Carmany  
City Manager

7/23/2020  
Date

\_\_\_\_\_  
Date



## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** August 4, 2020

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT:** **CONSIDERATION OF GOVERNMENT TORT CLAIMS**

---

### RECOMMENDATION:

It is recommended that the City Council deny the following Government Tort Claims and the claimants to be notified:

1. David Branconier vs. City of West Covina

### BACKGROUND:

The Tort Claims Act governs the filing of claims against a government entity. The Tort Claims Act is found in Division 3.6 of the California Government Code, Govt. Code §§ 810 et seq. Typically, one must first give written notice within six (6) months of the injury or discovery of the injury before filing an actual lawsuit in a California superior court, giving the governmental agency time to settle the claim.

### DISCUSSION:

As all claims should be considered potential lawsuits, it is requested that all Councilmembers refrain from making specific public comments so as not to prejudice any claim. Specific questions should be referred to the City Attorney.

**Prepared by:** Helen Tran, Director of Human Resources & Risk Management

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**CITY COUNCIL GOALS & OBJECTIVES:** Achieve Fiscal Sustainability and Financial Stability



## AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

**DATE:** August 4, 2020

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF APPLICATION FOR 2020 JUSTICE ASSISTANCE GRANT FROM  
U.S. DEPARTMENT OF JUSTICE**

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### RECOMMENDATION:

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

1. Approve the 2020 Justice Assistance Grant application, totaling \$17,856, and authorize the Mayor and City Manager (or his designee) to execute all grant related documents; and
2. Adopt the attached resolution authorizing the necessary budget amendments:

**RESOLUTION NO. 2020-86 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020, AND ENDING JUNE 30, 2021 (2020 BJA JAG GRANT)**

### DISCUSSION:

In 2005 the federal Bureau of Justice Assistance (BJA), within the U.S. Department of Justice, combined several grant programs and created the Justice Assistance Grant (JAG). According to federal requirements, this grant must be used to meet local law enforcement needs, and cannot be used to supplant existing funds or ongoing activities budgeted elsewhere. The U.S. Department of Justice requires that the City Council consider and approve the grant application at an open meeting *before* the application is submitted online. The application is due by August 19, 2020. With the City Council's approval, Police Department staff can complete the process of obtaining 2020 Justice Assistance Grant funds totaling \$17,856.

With the grant purpose areas and restrictions in mind, the Police Department prioritized a list of unmet law enforcement supply needs in anticipation of this grant. In total, these supplies cost \$17,856 (the exact grant amount for which the City is eligible), and include the following items:

- Cartridges and batteries for non-lethal weapons;
- Investigation tools that retrieve digital and cellphone data;
- Computer software and services associated with the City's Computer Aided Dispatch & Records Management System (CAD-RMS) and the National Incident-Based Reporting System (NIBRS)



Using 2020 Justice Assistance Grant funds for these items meets all requirements from the Bureau of Justice Assistance. This grant is reimbursable, and purchases will not be made until the grant application is completed and approved by the U.S. Department of Justice. The application period concludes on August 19, 2020.

**Prepared by:** Alex B. Houston, Police Administrative Services Manager

**Additional Approval:** Richard Bell, Chief of Police

**Additional Approval:** Robbeyn Bird, Finance Director

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### **Fiscal Impact**

#### **FISCAL IMPACT:**

The City of West Covina will receive an estimated \$17,856 in 2020 BJA Justice Assistance Grant funds to meet unfunded law enforcement supply needs. There is no local match requirement, and no cost to the City General Fund. As detailed in the proposed budget amendment, City staff is recommending an expenditure appropriation of \$17,856 and a corresponding revenue appropriation in Fund 130.

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### **Attachments**

Attachment No. 1 - Resolution 2020-86

Exhibit A - Budget Amendment

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

**RESOLUTION NO. 2020-86**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2020 AND ENDING JUNE 30, 2021 (2020 JUSTICE ASSISTANCE GRANT)**

**WHEREAS**, the City Manager, on or about June 23, 2020, submitted to the City Council a proposed budget for the appropriation and expenditure of funds for the City for West Covina for Fiscal Year 2020-2021; and

**WHEREAS**, following duly given notice and prior to budget adoption, the City Council held public meetings, receiving, considering and evaluating all comments, and adopted a budget for the fiscal year commencing July 1, 2020 and ending June 30, 2021; and

**WHEREAS**, amendments must periodically be made to the budget to conform to changed circumstances following adopting of the budget.

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

**SECTION 1.** The City Council hereby approves Budget Amendment No. 005, attached hereto as Exhibit A, related to federal asset forfeiture funds.

**SECTION 2.** The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

**PASSED, APPROVED AND ADOPTED** on this 4<sup>th</sup> day of August 2020.

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Tony Wu  
Mayor

**APPROVED AS TO FORM**

**ATTEST**

---

Thomas P. Duarte  
City Attorney

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Lisa Sherrick  
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2020-70 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 4<sup>th</sup> day of August, 2020, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Lisa Sherrick  
Assistant City Clerk

Posted By:  
Date Posted:

Date: 8/4/2020  
Requested by: Alex Houston  
Dept/Div: Police

|              |                    |
|--------------|--------------------|
| Fiscal Year: | 2020-2021          |
| Amount:      | \$17,856.00        |
| Description: | 2020 BJA JAG Grant |

[illegible]

| Account Number | Account Description       | Current Budget | Proposed Amendment | Amended Budget |
|----------------|---------------------------|----------------|--------------------|----------------|
| 130.31.4551    | Federal JAG grant revenue | -              | 17,856.00          | 17,856.00      |
|                |                           |                |                    |                |
|                |                           |                |                    | -              |
|                |                           |                |                    | -              |
|                |                           |                |                    | -              |

To appropriate revenues and expenditures for the 2020 USDOT BJA Justice Assistance Grant, not previously identified or budgeted.

☐ Approved      ☐ Denied

## ***EXPENDITURES***

[illegible]

## ***REVENUES***

[illegible]





## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** August 4, 2020

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: PUBLIC HEARING TO CONSIDER CODE AMENDMENT NO. 20-04 FOR RESIDENTIAL AGRICULTURAL ZONE (R-A) AND SINGLE-FAMILY RESIDENTIAL ZONE (R-1) STANDARDS**

---

### RECOMMENDATION:

It is recommended that the City Council:

1. Conduct a public hearing regarding Code Amendment No. 20-04; and
2. Introduce for first reading, by title only, further reading waived, the following ordinance:

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

### BACKGROUND:

In order to promote the development of Accessory Dwelling Units the California Legislature further updated State law effective January 1, 2020 to clarify and update various provisions.

On February 25, 2020, the Planning Commission held a study session pertaining to Accessory Dwelling Units (ADU) and certain R-A/R-1 code standards, and adopted Resolution No. 20-6028, which initiated Code Amendment No. 20-04. Although Code Amendment No. 20-04 was brought forth because of the State's ADU mandate, the proposed Code Amendment is unrelated to the ADU Ordinance. This Code Amendment would address certain R-A/R-1 standards that the State's ADU mandate made necessary. The proposed Code Amendment was drafted based on Planning Commission direction received during the February 25, 2020 study session.

On April 28, 2020, staff presented the draft Code Amendment to the Planning Commission. The Planning Commission continued the item for discussion at a later time to allow more time for members of the public to provide comments and to allow staff to research information regarding existing options for residents pertaining to the potential lack of street parking.

On June 24, 2020, the Planning Commission held a public hearing to consider the proposed Code Amendment. Staff provided the Planning Commission information on the process for requesting restricted street parking on streets with street parking issues. There were no public comments offered during the public hearing. The Planning Commission voted 5-0 to approve Resolution No. 20-6042 recommending the City Council adopt Code Amendment No. 20-04.

## **DISCUSSION:**

The draft ordinance provides the following changes to the West Covina Municipal Code (WCMC):

### **Sections 26-62 and 26-391(2) - Habitable Bonus Rooms**

The Code Amendment provides a definition for "non-habitable bonus room" and allows for the construction of a 200 square-foot maximum size detached bonus room subject to certain limitations (i.e. no interior bathroom, no kitchen, consistent with other accessory structures. Currently, the WCMC does not allow for the construction of accessory structures used for private recreational purposes; the WCMC only allows for the construction of non-habitable structures such as garages, carports, and storage sheds.

### **Sections 26-402(a), (b), and (e) - Off-street Parking and Garage Requirements**

The Code Amendment removes redundant dates identified in the current Code and increases the threshold for the two-car garage/parking requirement. Currently, the WCMC two-car garage requirement is only triggered if the proposed construction exceeds the maximum unit size allowed for the property, the Code Amendment would require properties with additions greater than 300 square feet to provide 4 off-street parking spaces (2 of which is required to be enclosed).

### **Sections 26-402.6(b)(2) and (e) - Driveways**

The Code Amendment clarifies that primary driveways are allowed to lead to required parking spaces and identifies 20 feet as the maximum driveway width if the property does not have a garage. Currently, driveways are not allowed on properties that do not have a garage/carport; including properties whose garage or carport has been converted into an ADU. The proposed Code Amendment would allow driveways (20'-0" maximum width) to be installed or remain on properties without garages or carports in order to encourage off-street parking. The 20'-0" maximum driveway width would allow for the off-street parking of at least two vehicles on most properties within the City.

### **Section 26-405.7(c) - Second-Story Setbacks**

The Code Amendment requires second-story setbacks for structures with an exterior wall height greater than 12 feet and for structures with an overall height greater than 16 feet.

### **Section 26-749.160(a) - Animal Keeping Overlay Zone**

The Code Amendment clarifies that habitable bonus rooms proposed on the lower pad area of properties within the Animal Keeping Overlay Zone require an Administrative Use Permit.

## **LEGAL REVIEW:**

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

## **OPTIONS:**

The City Council has the following options:

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



**ENVIRONMENTAL REVIEW:**

The proposal is not subject to the California Environmental Quality Act (CEQA) per Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to activity that results in direct or reasonably foreseeable indirect physical change in the environment and for activity considered to be a project, respectively. The amendment to the West Covina Municipal Code would not result in a physical change in the environment because it revises development standards that are subject to a separate approval process.

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

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**Attachments**

Attachment No. 1-Ordinance 2473

Attachment No. 2 - PC Resolution No. 20-6042

Attachment No. 3 - June 24, 2020 Planning Commission Staff Report

Attachment No. 4 - April 28, 2020 Planning Commission Staff Report

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**CITY COUNCIL GOALS & OBJECTIVES:** Achieve Fiscal Sustainability and Financial Stability  
Enhance the City Image and Effectiveness  
Enhance City Programs and Activities

**ORDINANCE NO. 2473**

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

**WHEREAS**, the City's R-A and R-1 standards were last updated in February 18, 2020;  
and

**WHEREAS**, on the February 25, 2020, the Planning Commission conducted a study session and initiated a code amendment related to Residential-Agriculture (R-A) and Single-Family Residential (R-1) standards; and

**WHEREAS**, April 28, 2020 and June 24, 2020, the Planning Commission conducted a duly noticed public hearing as prescribed by law regarding proposed Code Amendment No. 20-04. At the conclusion of the public hearing, the Planning Commission approved Planning Commission Resolution No. 20-6042, recommending that the City Council approve Code Amendment No. 20-04; and

**WHEREAS**, on August 4, 2020, the City Council conducted a duly noticed public hearing as prescribed by law regarding this ordinance approving Code Amendment No. 20-04; and  
; 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.

**WHEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF WEST COVINA HEREBY ORDAINS AS FOLLOWS:**

**SECTION NO. 1:** Section 26-63 of the West Covina Municipal Code is hereby amended to include the following definition to be inserted consistent with alphabetical ordering:

Non-habitable bonus room. A detached structure used for private recreational purposes accessory to a residential use with its own separate exterior access/entrance.

**SECTION NO. 2:** Subsection (2) of Section 26-391 of the West Covina Municipal Code is hereby amended to read as follows:

(2) Accessory buildings.

a. Accessory dwelling units as allowed per article XII, division 11 (26-685.30 *et seq.*).

b. Non-habitable bonus rooms no greater than 200 square feet, provided that the structure is not attached to other accessory structures and/or uses, and complies with the following limitations:

1. Non-habitable bonus rooms greater than 200 square feet are not allowed.

2. No more than one (1) non-habitable bonus room shall be allowed per lot.

2. Non-Habitable bonus rooms shall not contain an interior bathroom, but may have an exterior bathroom that is not directly accessible from the bonus room.

3. Non-habitable bonus rooms shall not have any kitchen equipment and/or any cooking facilities, including but not limited to the following: kitchen cabinets, kitchen sink, stove, oven, or full-size refrigerator/freezer.

4. Non-habitable bonus rooms may only be located behind the primary residence and shall not be located within the area between the front property line and a line parallel to the back of the primary residence.

5. Non-habitable bonus rooms may not be located within 10 feet of another structure.

6. Non-habitable bonus rooms may not be constructed on properties improved with an Accessory Dwelling Unit or Junior Accessory Dwelling Unit.

7. Non-habitable bonus rooms shall not be rented out as a separate unit, and shall only be used for private recreational purposes.

8. A covenant approved by the director identifying the occupancy and limitations of the site in relation to the bonus room, shall be recorded with the county recorder. The applicant shall be responsible to prove the vesting and show evidence of recordation and shall pay the cost thereof.

~~b~~c. Non-habitable accessory buildings or structures, including, but not limited to the following:

1. Garages;
2. Carports;
3. Workshops;
4. Storage rooms or sheds;
5. Detached patio covers;
6. Pool bathroom or detached bathroom.

All non-habitable accessory buildings of more than one hundred twenty (120) square feet shall file a covenant defining the use of the accessory building and stating that the building shall not be converted to any other use without city approval including an accessory dwelling unit.

**SECTION NO. 3:** Subsection (a) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

- (a) Each single-family dwelling shall provide four (4) accessible off-street parking spaces for each dwelling unit. A minimum of two (2) spaces shall be enclosed on three (3) sides and roofed. ~~The provisions of this section shall apply to new single-family dwelling construction after January 1, 1993.~~

**SECTION NO. 4:** Subsection (b) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

- (b) For single-family dwellings with a gross floor area (exclusive of garages) of four thousand five hundred (4,500) square feet or greater or with five (5) or more bedrooms a minimum of the three (3) off-street parking spaces located within an enclosed garage is required. Tandem parking may be permissible for the purpose of providing the three (3) required parking spaces provided tandem parking is limited to not more than one (1) vehicle behind another and a minimum of two (2) parking spaces are provided side-by-side at the garage entrance. Legal nonconforming covered parking spaces ~~in existence prior to February 21, 2014~~ that do not fully meet these requirements may continue to be maintained, repaired, and/or rebuilt to the same size and configuration as long as such nonconforming covered parking spaces were legally established and maintained. The requirements of this section shall apply to new construction and the expansion of existing single-family dwellings.

**SECTION NO. 5:** Subsection (e) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

- (e) Garages and carport shall have a minimum interior clear width and depth of twenty (20) feet between columns or walls. Three-car garages shall have a minimum interior clear width of thirty (30) feet and depth of twenty (20) feet. In cases where a tandem parking space is proposed to comply with a required three-car garage, a minimum of two (2) parking spaces shall be provided side-by-side at the garage entrance and minimum ten (10) feet by twenty (20) feet shall be provided behind. Unless otherwise approved in advance by the planning director in writing, placement of garage doors shall be centered between columns or walls. Access to such parking shall be paved, not less than twelve (12) feet in width, nor wider than the garage or carport, except as modified in section 26-402.5. The balance of the required spaces, if uncovered, shall have minimum dimensions of eight (8) feet by sixteen (16) feet.
- (1) In the case where an expansion to the existing single-family structure exceeds 300 square feet, or exceeds the maximum permitted for a lot as outlined in section 26-296.1100, any garage or carport shall conform to the provisions regulating width and depth in subsection ~~(e)~~ (e) of this section, the provisions regulating the number of required off-street parking spaces in subsection (a) and any front, side and rear yards as regulated by this article.

**SECTION NO. 6:** Subsection (b)(2) of Section 26-402.5 of the West Covina Municipal Code is hereby amended to read as follows:

- (2) A "primary driveway" shall be defined as that area providing direct access from the street to a garage, ~~or~~ carport, or required parking space(s) with a minimum length of twenty-two (22) feet. No driveway established prior to June 1, 1991, by permit, shall be considered nonconforming.

**SECTION NO. 7:** Subsection (e) of Section 26-402.5 of the West Covina Municipal Code is hereby amended to read as follows:

- (e) Pavement in the front yard shall be limited to the width of the garage or carport, plus an additional six (6) feet on either or both sides of the garage or carport driveway, or an additional twelve (12) feet on one side of the driveway and any secondary driveway. In instances where the property does not have a garage or carport, the front yard driveway pavement shall be limited to 20 feet in width. Substitutions of paved materials for the additional paved areas are permitted if found to be substantially similar to the requirements of this article. In cases of irregularly shaped lots or sites hampered by topographical features, the additions shall be parallel to and/or concentric with the access drive.

**SECTION NO. 8:** Subsection (c) of Section 26-405.7 of the West Covina Municipal Code is hereby amended to read as follows:

- (c) As used in this section, second story setback shall also apply to any portion of the first story consisting of unused air space such as an open beam or vaulted ceiling area (excluding roof and attic space) and measuring twelve (12) feet above the finished floor of the first story, any structure with an exterior wall height measuring twelve (12) feet or more above adjacent grade, or any structure greater than sixteen (16) feet in height as measured from the lowest adjacent grade to the highest point.

**SECTION NO. 9:** Subsection (a) of Section 26-749.160 of the West Covina Municipal Code is hereby amended to read as follows:

- (a) Prior to the construction of any improvement in the lower pad area such as non-habitable structures (including accessory dwelling units and non-habitable bonus rooms), non-habitable structures that require the issuance of a building permit, swimming pools, spas, sports courts, and similar uses (whether or not a building permit is required), an administrative use permit shall be required as specified in article VI, division 5 of this chapter 26.

**SECTION NO. 10:** That the City Clerk shall certify to the passage of this ordinance and shall cause the same to be published as required by law.

**SECTION NO. 11:** This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

**PASSED, APPROVED AND ADOPTED** this this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Tony Wu  
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, custodian of the original records, which are public records which I maintain custody and control for the City of West Covina do hereby certify the foregoing Ordinance, being Ordinance No. 2473 as passed by the City Council of the City of West Covina, signed by the Mayor of said Council, and attested by the Assistant City Clerk, at a regular meeting of the City Council held on the \_\_\_\_\_, and that the same was passed by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

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

**P L A N N I N G   C O M M I S S I O N**  
**R E S O L U T I O N   N O . 2 0 - 6 0 4 2**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF  
WEST COVINA, CALIFORNIA, RECOMMENDING TO THE CITY  
COUNCIL APPROVAL OF CODE AMENDMENT NO. 20-04, CODE  
AMENDMENT RELATED TO RESIDENTIAL-AGRICULTURE (R-A)  
AND SINGLE-FAMILY RESIDENTIAL (R-1) STANDARDS**

---

**CODE AMENDMENT NO. 20-04**

**GENERAL EXEMPTION**

**APPLICANT:**           City of West Covina

**LOCATION:**            Citywide

---

WHEREAS, on the 25<sup>th</sup> day of February 2020, the Planning Commission conducted a study session and initiated a code amendment related to Residential-Agriculture (R-A) and Single-Family Residential (R-1) standards; and

WHEREAS, the Planning Commission, upon giving the required notice, did on the April 28, 2020 and June 24, 2020, conduct a duly advertised public hearing as prescribed by law; and

WHEREAS, studies and investigations made by this Commission and on its behalf reveal the following facts:

1.     The City's R-A and R-1 standards were last updated in February 18, 2020.
2.     It is necessary to amend the municipal code to address issues that was brought forth by the State's Accessory Dwelling Unit Mandate.
3.     The proposed action is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that the proposed action consists of a code amendment, which does not have the potential for causing a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of West Covina as follows:

**SECTION NO. 1:** The above recitals are true and correct and are incorporated herein as if set forth herein in full.

**SECTION NO. 2:** Based on the evidence presented and the findings set forth, Code Amendment No. 20-04 is hereby found to be consistent with the West Covina General Plan and the implementation thereof, and that the public necessity, convenience, general welfare, and good zoning practices require Code Amendment No. 20-04.

**SECTION NO. 3:** Based on the evidence presented and the findings set forth, the Planning Commission of the City of West Covina hereby recommends to the City Council of the City of West Covina that it approves Code Amendment No. 20-04 to amend Chapter 26 (Zoning) of the West Covina Municipal Code as shown on Exhibit "A."

**SECTION NO. 4:** The Secretary is instructed to forward a copy of this Resolution to the City Council for their attention in the manner as prescribed by law and this Resolution shall go into force and effect upon its adoption.

I HEREBY CERTIFY, that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 24<sup>th</sup> day of June 2020, by the following vote.

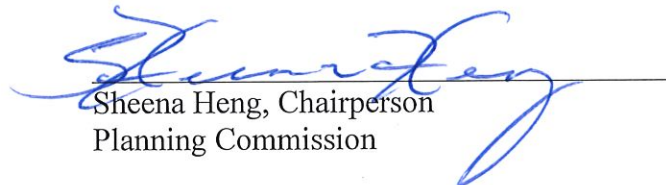
AYES: Holtz, Jaquez, Heng, Redholtz, Kennedy

NOES: None

ABSTAIN: None

ABSENT: None

DATE: June 24, 2020

  
Sheena Heng, Chairperson  
Planning Commission

  
Mark Persico, Secretary  
Planning Commission



**EXHIBIT A**

**ORDINANCE NO. \_\_\_\_**

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

**WHEREAS**, the City's R-A and R-1 standards were last updated in February 18, 2020;  
and

**WHEREAS**, on the February 25, 2020, the Planning Commission conducted a study session and initiated a code amendment related to Residential-Agriculture (R-A) and Single-Family Residential (R-1) standards; and

**WHEREAS**, the Planning Commission, upon giving the required notice, did on April 28, 2020 and June 24, 2020, conduct a duly advertised public hearing as prescribed by law to make recommendations to the City Council to approve Code Amendment No. 20-04; and

**WHEREAS**, the City Council, upon giving the required notice, did on the \_\_\_\_ day of \_\_\_\_\_, conduct 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.

**WHEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF WEST COVINA HEREBY ORDAINS AS FOLLOWS:**

**SECTION NO. 1:** Section 26-63 of the West Covina Municipal Code is hereby amended to include the following definition to be inserted consistent with alphabetical ordering:

Non-habitable bonus room. A detached structure used for private recreational purposes accessory to a residential use with its own separate exterior access/entrance.

**SECTION NO. 2:** Subsection (2) of Section 26-391 of the West Covina Municipal Code is hereby amended to read as follows:

(2) Accessory buildings.

a. Accessory dwelling units as allowed per article XII, division 11 (26-685.30 *et seq.*).

b. Non-habitable bonus rooms no greater than 200 square feet, provided that the structure is not attached to other accessory structures and/or uses, and complies with the following limitations:

1. Non-habitable bonus rooms greater than 200 square feet are not allowed.
2. No more than one (1) non-habitable bonus room shall be allowed per lot.
2. Non-Habitable bonus rooms shall not contain an interior bathroom, but may have an exterior bathroom that is not directly accessible from the bonus room.
3. Non-habitable bonus rooms shall not have any kitchen equipment and/or any cooking facilities, including but not limited to the following: kitchen cabinets, kitchen sink, stove, oven, or full-size refrigerator/freezer.
4. Non-habitable bonus rooms may only be located behind the primary residence and shall not be located within the area between the front property line and a line parallel to the back of the primary residence.
5. Non-habitable bonus rooms may not be located within 10 feet of another structure.
6. Non-habitable bonus rooms may not be constructed on properties improved with an Accessory Dwelling Unit or Junior Accessory Dwelling Unit.
7. Non-habitable bonus rooms shall not be rented out as a separate unit, and shall only be used for private recreational purposes.
8. A covenant approved by the director identifying the occupancy and limitations of the site in relation to the bonus room, shall be recorded with the county recorder. The applicant shall be responsible to prove the vesting and show evidence of recordation and shall pay the cost thereof.

bc. Non-habitable accessory buildings or structures, including, but not limited to the following:

1. Garages;
2. Carports;
3. Workshops;
4. Storage rooms or sheds;
5. Detached patio covers;
6. Pool bathroom or detached bathroom.

All non-habitable accessory buildings of more than one hundred twenty (120) square feet shall file a covenant defining the use of the accessory building and stating that the building shall not be converted to any other use without city approval including an accessory dwelling unit.

**SECTION NO. 3:** Subsection (a) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

- (a) Each single-family dwelling shall provide four (4) accessible off-street parking spaces for each dwelling unit. A minimum of two (2) spaces shall be enclosed on three (3) sides and roofed. ~~The provisions of this section shall apply to new single-family dwelling construction after January 1, 1993.~~

**SECTION NO. 4:** Subsection (b) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

- (b) For single-family dwellings with a gross floor area (exclusive of garages) of four thousand five hundred (4,500) square feet or greater or with five (5) or more bedrooms a minimum of the three (3) off-street parking spaces located within an enclosed garage is required. Tandem parking may be permissible for the purpose of providing the three (3) required parking spaces provided tandem parking is limited to not more than one (1) vehicle behind another and a minimum of two (2) parking spaces are provided side-by-side at the garage entrance. Legal nonconforming covered parking spaces ~~in existence prior to February 21, 2014~~ that do not fully meet these requirements may continue to be maintained, repaired, and/or rebuilt to the same size and configuration as long as such nonconforming covered parking spaces were legally established and maintained. The requirements of this section shall apply to new construction and the expansion of existing single-family dwellings.

**SECTION NO. 5:** Subsection (e) of Section 26-402 of the West Covina Municipal Code is hereby amended to read as follows:

- (e) Garages and carport shall have a minimum interior clear width and depth of twenty (20) feet between columns or walls. Three-car garages shall have a minimum interior clear width of thirty (30) feet and depth of twenty (20) feet. In cases where a tandem parking space is proposed to comply with a required three-car garage, a minimum of two (2) parking spaces shall be provided side-by-side at the garage entrance and minimum ten (10) feet by twenty (20) feet shall be provided behind. Unless otherwise approved in advance by the planning director in writing, placement of garage doors shall be centered between columns or walls. Access to such parking shall be paved, not less than twelve (12) feet in width, nor wider than the garage or carport, except as modified in section 26-402.5. The balance of the required spaces, if uncovered, shall have minimum dimensions of eight (8) feet by sixteen (16) feet.
- (1) In the case where an expansion to the existing single-family structure exceeds 300 square feet, or exceeds the maximum permitted for a lot as outlined in section 26-296.1100, any garage or carport shall conform to the provisions regulating width and depth in subsection ~~(e)~~-(e) of this section, the provisions regulating the number of required off-street parking spaces in subsection (a) and any front, side and rear yards as regulated by this article.

**SECTION NO. 6:** Subsection (b)(2) of Section 26-402.5 of the West Covina Municipal Code is hereby amended to read as follows:

- (2) A "primary driveway" shall be defined as that area providing direct access from the street to a garage, ~~or carport~~, or required parking space(s) with a minimum length of twenty-two (22) feet. No driveway established prior to June 1, 1991, by permit, shall be considered nonconforming.

**SECTION NO. 7:** Subsection (e) of Section 26-402.5 of the West Covina Municipal Code is hereby amended to read as follows:

- (e) Pavement in the front yard shall be limited to the width of the garage or carport, plus an additional six (6) feet on either or both sides of the garage or carport driveway, or an additional twelve (12) feet on one side of the driveway and any secondary driveway. In instances where the property does not have a garage or carport, the front yard driveway pavement shall be limited to 20 feet in width. Substitutions of paved materials for the additional paved areas are permitted if found to be substantially similar to the requirements of this article. In cases of irregularly shaped lots or sites hampered by topographical features, the additions shall be parallel to and/or concentric with the access drive.

**SECTION NO. 8:** Subsection (c) of Section 26-405.7 of the West Covina Municipal Code is hereby amended to read as follows:

- (c) As used in this section, second story setback shall also apply to any portion of the first story consisting of unused air space such as an open beam or vaulted ceiling area (excluding roof and attic space) and measuring twelve (12) feet above the finished floor of the first story, any structure with an exterior wall height measuring twelve (12) feet or more above adjacent grade, or any structure greater than sixteen (16) feet in height as measured from the lowest adjacent grade to the highest point.

**SECTION NO. 9:** Subsection (a) of Section 26-749.160 of the West Covina Municipal Code is hereby amended to read as follows:

- (a) Prior to the construction of any improvement in the lower pad area such as non-habitable structures (including accessory dwelling units and non-habitable bonus rooms), non-habitable structures that require the issuance of a building permit, swimming pools, spas, sports courts, and similar uses (whether or not a building permit is required), an administrative use permit shall be required as specified in article VI, division 5 of this chapter 26.

**SECTION NO. 10:** That the City Clerk shall certify to the passage of this ordinance and shall cause the same to be published as required by law.

**SECTION NO. 11:** This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_.

\_\_\_\_\_  
Tony Wu  
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, custodian of the original records, which are public records which I maintain custody and control for the City of West Covina do hereby certify the foregoing Ordinance, being Ordinance No. \_\_\_\_\_ as passed by the City Council of the City of West Covina, signed by the Mayor of said Council, and attested by the Assistant City Clerk, at a regular meeting of the City Council held on the \_\_\_\_\_, and that the same was passed by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

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

# AGENDA

ITEM NO. 4.

DATE: June 24, 2020

## PLANNING DEPARTMENT STAFF REPORT

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### **SUBJECT**

**CODE AMENDMENT NO. 20-04**

**GENERAL EXEMPTION**

**LOCATION:** Citywide

**REQUEST:** The proposed code amendment consists of certain amendments to the Zoning section of the West Covina Municipal Code to modify development standards within the Residential-Agriculture (RA) and Single-Family Residential (R-1) zones. The proposed code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3).

### **BACKGROUND**

On February 25, 2020, the Planning Commission held a study session pertaining to Accessory Dwelling Units (ADU) and certain R-A/R-1 code standards, and adopted Resolution No. 20-6028, which initiated Code Amendment No. 20-04. Although Code Amendment No. 20-04 was brought forth because of the State's ADU mandate, the proposed Code Amendment is unrelated to the ADU Ordinance. This Code Amendment would address certain R-A/R-1 standards that the State's ADU mandate made necessary. The proposed Code Amendment was drafted based on Planning Commission direction received during the February 25, 2020 study session.

On April 28, 2020, staff presented the draft Code Amendment to the Planning Commission. The Planning Commission continued the item for discussion at a later time to allow more time for members of the public to provide comments and to allow staff to research information regarding residential parking options.

### **DISCUSSION**

During the April 28, 2020 Planning Commission meeting, the Planning Commission expressed concerns regarding the lack of off-street parking on residential properties due to property owners being able to convert their garages into an accessory dwelling unit (ADU) without replacement parking requirements.

Section 26-402.5(b)(2) of the West Covina Municipal Code (WCMC) defines a primary

## **ATTACHMENT NO. 3**

driveway as "the area providing direct access from the street to the garage or carport," while Subsection (e) of the same Section limits pavement in the front yard "to the width of the garage or carport plus 6 feet on either side of the garage or carport, or 12 feet on one side of the driveway." Therefore, under the current Code, driveways are not allowed on properties that do not have a garage/carport; including properties whose garage or carport has been converted into an ADU. The proposed Code Amendment would allow driveways (20'-0" maximum width) to be installed or remain on properties without garages or carports in order to encourage off-street parking. The 20'-0" maximum driveway width would allow for the off-street parking of at least two vehicles on most properties within the City.

If parking becomes an issue on any street within the City, any property owner and/or resident may file a request for restricted street parking. Restricted street parking can encompass the following: overnight parking restrictions, permit only parking, or limited time parking. Once an application for restricted parking is filed, the City sends out a postcard survey to allow impacted property owners and/or residents. If the survey indicates that the majority of residents prefer street parking restrictions, the request is presented to the Traffic Commission for consideration.

The proposed Code Amendment that was presented to the Planning Commission on April 28, 2019 has not changed and is attached to the resolution for your review (Attachment No. 1). If the Planning Commission chooses to recommend approval of the proposed code amendment, the City Council will hold a public hearing to consider adopting the proposed amendments.

### **ENVIRONMENTAL DETERMINATION**

The proposal is not subject to the California Environmental Quality Act (CEQA) per Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to activity that results in direct or reasonably foreseeable indirect physical change in the environment and for activity considered to be a project, respectively. The amendment to the West Covina Municipal Code would not result in a physical change in the environment because it would simply revise existing standards.

### **STAFF RECOMMENDATIONS**

Staff recommends that the Planning Commission adopt a resolution recommending approval of Code Amendment No. 20-04 to the City Council.

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

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## **ATTACHMENT NO. 3**

### **Attachments**

Attachment No. 1 - Resolution

Attachment No. 2 - April 28, 2020 Planning Commission Staff Report

Attachment No. 3 - April 28, 2020 Minutes Excerpt

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# AGENDA

ITEM NO. 3.

DATE: April 28, 2020

## PLANNING DEPARTMENT STAFF REPORT

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### **SUBJECT**

**CODE AMENDMENT NO. 20-04**

**GENERAL EXEMPTION**

**LOCATION:** Citywide

**REQUEST:** The proposed code amendment consists of certain amendments to the Zoning section of the West Covina Municipal Code to modify development standards within the Residential-Agriculture (RA) and Single-Family Residential (R-1) zones. The proposed code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3).

### **BACKGROUND**

On February 25, 2020, the Planning Commission held a study session pertaining to Accessory Dwelling Units (ADU) and certain R-A/R-1 code standards, and adopted Resolution No. 20-6028, which initiated Code Amendment No. 20-04. Although Code Amendment No. 20-04 was brought forth because of the State's ADU mandate, the proposed Code Amendment is unrelated to the ADU Ordinance. This Code Amendment would address certain R-A/R-1 standards that the State's ADU mandate made necessary.

The proposed Code Amendment was drafted based on Planning Commission direction received during the February 25, 2020 study session.

### **DISCUSSION**

The draft ordinance provides the following changes to the West Covina Municipal Code (WCMC):

#### **Sections 26-62 and 26-391(2) - Habitable Bonus Rooms**

The Code Amendment provides a definition for "habitable bonus room" and allows for the construction of a 200 square-foot maximum size detached habitable bonus room subject to certain limitations (i.e. no interior bathroom, no kitchen, consistent with other accessory structures. Currently, the WCMC does not allow for habitable accessory structures other than accessory dwelling units.

**Sections 26-402(a), (b), and (e) - Off-street Parking and Garage Requirements**

The Code Amendment removes redundant dates identified in the current Code and increases the threshold for the two-car garage/parking requirement. Currently, the WCMC two-car garage requirement is only triggered if the proposed construction exceeds the maximum unit size allowed for the property, the Code Amendment would require properties with additions greater than 300 square feet to provide 4 off-street parking spaces (2 of which is required to be enclosed).

**Sections 26-402.6(b)(2) and (e) - Driveways**

The Code Amendment clarifies that primary driveways are allowed to lead to required parking spaces and identifies 20 feet as the maximum driveway width if the property does not have a garage. Currently, the Code only allows primary driveways to lead to covered parking spaces and bases maximum driveway width on the width of the garage.

**Section 26-405.7(c) - Second-Story Setbacks**

The Code Amendment requires second-story setbacks for structures with an exterior wall height greater than 12 feet and for structures with an overall height greater than 16 feet.

**Section 26-749.160(a) - Animal Keeping Overlay Zone**

The Code Amendment clarifies that habitable bonus rooms proposed on the lower pad area of properties within the Animal Keeping Overlay Zone require an Administrative Use Permit.

**ENVIRONMENTAL DETERMINATION**

The proposal is not subject to the California Environmental Quality Act (CEQA) per Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to activity that results in direct or reasonably foreseeable indirect physical change in the environment and for activity considered to be a project, respectively. The amendment to the West Covina Municipal Code would not result in a physical change in the environment because it would simply revise existing standards.

**STAFF RECOMMENDATIONS**

Staff recommends that the Planning Commission adopt a resolution recommending approval of Code Amendment No. 20-04 to the City Council.

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

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**Attachments**

Attachment No.1 - Resolution Recommending Approval

## **ATTACHMENT NO. 4**

Attachment No. 2 - April 28, 2020 Planning Commission Staff Report  
Attachment No. 3 - Resolution No. 20-6028 (Initiation)

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## AGENDA STAFF REPORT

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City of West Covina | Office of the City Manager

**DATE:** August 4, 2020

**TO:** Mayor and City Council

**FROM:** David Carmany  
City Manager

**SUBJECT: CONSIDERATION OF DESIGNATION OF VOTING DELEGATE AND ALTERNATES FOR  
LEAGUE OF CALIFORNIA CITIES 2020 ANNUAL CONFERENCE**

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### RECOMMENDATION:

It is recommended that the City Council designate a voting delegate and voting delegate alternatives for the League of California Cities 2020 Annual Conference and Expo, Annual Business Meeting (during General Assembly).

### DISCUSSION:

The City of West Covina is currently a member City of the League of California Cities. This year the Annual Conference and Expo is scheduled for Wednesday, October 7, through Friday, October 9, 2020, in Long Beach. An important aspect of the Annual Conference is the annual business meeting when the membership takes action on resolutions that establish League policy which provide guidance for the League when advocating on behalf of Cities. This year's annual business meeting will be held on Friday, October 9, 2020. The attached procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided but a voting delegate and alternate will still need to be appointed to represent the City.

### OPTIONS:

The City Council has the following options:

1. Appoint a voting delegate and up to two alternate delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

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

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### Attachments

Attachment No. 1 - Designation of Voting Delegates

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**CITY COUNCIL GOALS & OBJECTIVES:** Enhance the City Image and Effectiveness  
Enhance City Programs and Activities  
Engage in Proactive Economic Development



Council Action Advised by August 31, 2020

June 30, 2020

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the



**CITY:** \_\_\_\_\_

**2020 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**2. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**3. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.**

**OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_  
(circle one) (signature)

**Please complete and return by Wednesday, September 30, 2020**

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## Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.