CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

OCTOBER 15, 2024, 7:00 PM
REGULAR MEETING

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

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

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

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

AGENDA MATERIAL
Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at www.westcovina.org. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the City Council that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall located at 1444 W. Garvey Avenue South, West Covina, during normal business hours.

NOTICE
The City Council will regularly convene on the first and third Tuesday of the month. The West Covina Community Development Commission, West Covina Public Financing Authority and the West Covina Community Services Foundation are agencies on which the City Council serves as members. Agendas may contain items for these boards, as necessary.

PUBLIC COMMENTS
ADDRESSING THE CITY COUNCIL
(Per WCMC 2-48, Ordinance No. 2150)

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

***Please identify on the speaker card whether you are speaking on an agenda item or non-agenda*. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. All comments are limited to five (5) minutes per speaker.**

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

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

RULES OF DECORUM
Excerpts from the West Covina Municipal Code and Penal Code pertaining to the Rules of Decorum will be found at the end of agenda.

AGENDA

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

TUESDAY OCTOBER 15, 2024, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Pastor Mason Okubo from Immanuel First Lutheran Church

PLEDGE OF ALLEGIANCE
Led by Councilwoman Lopez-Viado

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Certificate of Recognition presented to Adrian Real for Winning the Fire Prevention Poster Contest
- Certificate of Recognition presented to Dean Lomelin
- Proclamation Recognizing National Disability Employment Awareness Month (NDEAM)
- Presentation from San Gabriel Valley Coalition of Government Providing Updates on Programs, Accomplishments and Goals for the Upcoming Year

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

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.

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

APPROVAL OF MEETING MINUTES

1) CONSIDERATION OF APPROVAL OF THE OCTOBER 1, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE OCTOBER 1, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.

That the Council approve the October 1, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the October 1, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

CITY CLERK'S OFFICE

2) BIENNIAL REVIEW OF THE CONFLICT OF INTEREST CODE AS REQUIRED BY THE POLITICAL REFORM ACT

It is recommended that the City Council receive and file the 2024 Local Agency Biennial Notice.

CITY MANAGER'S OFFICE

3) CONSIDERATION OF THE WEST COVINA COMMUNITY SERVICES FOUNDATION FISCAL YEAR 2023-2024 ANNUAL REPORT

It is recommended that the Board of Directors of the West Covina Community Services Foundation receive and file this report.

COMMUNITY DEVELOPMENT

4) CONSIDERATION OF CONSTRUCTION AGREEMENT FOR STREET SWEEPING SIGNAGE INSTALLATION AND APPROVAL OF PURCHASE ORDER TO PROCURE STREET SWEEPING SIGNAGE - PROJECT NO. C25015

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

1. Award the construction agreement for the Street Sweeping Signage Installation Project (Project No. C25015) to Square Signs LLC DBA Front Signs, as the lowest responsible bidder;
2. Authorize the City Manager to execute the construction agreement with Square Signs LLC DBA Front Signs for $351,095, in such final form as approved by the City Attorney;
3. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions;
4. Authorize the City Manager to negotiate and execute any amendments within the authorized contingency; and
5. Authorize the City Manager to issue a purchase order to Tapco, Inc. for $734,992.87, for the direct purchasing of signage and signage mounting equipment through Omnia Partners (Cooperative Purchasing); and
6. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).

FINANCE DEPARTMENT

5) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA POLICE OFFICERS' ASSOCIATION (WCPOA)

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

RESOLUTION NO. 2024-64 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA POLICE OFFICERS' ASSOCIATION (WCPOA) FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027

POLICE DEPARTMENT

6) CONSIDERATION OF ANNUAL MILITARY EQUIPMENT REPORT (AB 481) AND RENEWAL OF ORDINANCE ADOPTING MILITARY EQUIPMENT POLICY

It is recommended that the City Council:

1. Receive and file the annual military equipment report; and
2. Adopt the following resolution to renew Ordinance No. 2516, which adopted an amended Military Equipment Policy:

   RESOLUTION NO. 2024-65 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, RENEWING ORDINANCE NO. 2516 REGARDING THE POLICE DEPARTMENT'S MILITARY EQUIPMENT POLICY

7) CONSIDERATION OF OFFICE OF TRAFFIC SAFETY (OTS) GRANTS FOR POLICE & FIRE DEPARTMENTS

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

1. Accept the Grants Numbers PT25086 and EM25018 from the State Office of Traffic Safety (OTS), and authorize the City Manager and the City Manager's authorized designees to execute all grant related documents, in such form as approved by the City Attorney; and

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

   RESOLUTION NO. 2024-63 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (OFFICE OF TRAFFIC SAFETY GRANTS)

END OF CONSENT CALENDAR

MAYOR/COUNCILMEMBERS REPORTS

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

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

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

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

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting October 15, 2024 7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

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

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

Sec. 2-50. Decorum--Required.

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

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

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

The following are excerpts from the Penal Code

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

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

AGENDA ITEM NO. 1

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 15, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF THE OCTOBER 1, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE OCTOBER 1, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

RECOMMENDATION:

That the Council approve the October 1, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the October 1, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

BACKGROUND:

That the City Council adopt the attached minutes.

Additional Approval: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - 10/1/2024 Closed Session Minutes Draft

Attachment No. 2 - 10/1/2024 Regular Session Minutes Draft

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

OCTOBER 1, 2024, 6:00 PM
REGULAR MEETING - CLOSED SESSION

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

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

MINUTES

CALL TO ORDER
A Regular Session Meeting was called to order by Mayor Calderón Tabatabai on Tuesday, October 1, 2024, at 6:00 p.m., in the Management Resource Center, 1444 West Garvey Avenue South, West Covina, California.

ROLL CALL
Council Members
Present: Council Members Rosario Diaz, Ollie Cantos (Arrived at 6:10 PM), Letty Lopez -Viado, Mayor Pro Tem Wu, Mayor Brian Calderón Tabatabai

Absent: None

City Staff: Paulina Morales, City Manager, Roxanne Lerma, Assistant City Manager, Brittany Roberto, Assistant City Attorney, Stephanie Sikkema, Finance Director, Peter Nguyen, Libbert Cassidy Whitmore, George Mankiewicz, Carl Warren.

PUBLIC COMMENTS ON ITEMS ON THE AGENDA
None

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code § 54956.9(d)(2)
Number of Cases: One (1)

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Government Code § 54956.8
Property: 110 S. California Ave (APN: 8474-007-043)
Agency Negotiator: Morales, Duarte
Negotiating Parties: State of California Department of Transportation
Under Negotiation: Price and Terms

3. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code § 54957.6
City Negotiators: Morales, Duarte
Employee Organizations

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

Unrepresented Employee Group
- Department Heads

REPORTING OUT
Assistant City Attorney Britany Roberto reported that no action was taken during the Closed Session Meeting.

-THIS SECTION INTENTIONALY LEFT BLANK-

ADJOURNMENT

DRAFT

A motion to adjourn the Regular Closed Meeting was made by Mayor Calderón Tabatabai, and the meeting was adjourned at 6:40 p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, October 15, 2024, at 6:00 p.m. in the Management Resource Center 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

_____
Lisa Sherrick
Assistant City Clerk

_____
Brian Calderón Tabatabai
Mayor

DRAFT

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

OCTOBER 1, 2024, 7:00 PM
REGULAR MEETING

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

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

MINUTES

DRAFT

INVOCATION
Led by Pastor Matt Chavez from One and All

PLEDGE OF ALLEGIANCE
Led by Councilman Cantos

ROLL CALL
Council Members
Present: Council Members Rosario Diaz, Ollie Cantos, Letty Lopez-Viado, Mayor Pro Tem Wu, Mayor Brian Calderón Tabatabai

REPORTING OUT FROM CLOSED SESSION

Assistant City Attorney Brittany Roberto reported that no action was taken during the Closed Session Meeting.

PRESENTATIONS

- Proclamation for National Fire Prevention Week - October 6, 2024 - October 12, 2024
- Proclamation for National Breast Cancer Awareness Month
- Proclamation for National Domestic Abuse Awareness Month

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

ORAL COMMUNICATIONS - Five (5) minutes per speaker
John Shewmaker
Gary Chow
Cesar Alvarado
Nam Hhynh
Hassan Sassi
Sherrie Berillon
Rafael Castellon
Frank Williams
Armondo Herman
R. Robinson

CONSENT CALENDAR
ACTION: Motion by Mayor Pro Tem Wu and Second by Councilwoman Lopez-Viado, 5-0 to: *Approve Consent Calendar Item 1,2,5-8 (Item number 3 was pulled for discussion by Councilwoman Lopez-Viado)*

ACTION: Motion by Mayor Pro Tem Wu and Second by Councilwoman Lopez-Viado, 4-1 (No: Calderon Tabatabai) to: *Approve Consent Calendar Item 4.*

ACTION: Motion by Mayor Pro Tem Wu and Second by Councilwoman Lopez-Viado, 5-0 to: *Approve Consent Calendar Item 3.*

APPROVAL OF MEETING MINUTES

1) **CONSIDERATION OF APPROVAL OF THE SEPTEMBER 17, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES AND THE SEPTEMBER 17, 2024, CITY COUNCIL/SUCCESSOR AGENCY REGULAR CLOSED SESSION MEETING MINUTES.**

DRAFT

Carried 5-0 to: That the Council approve the September 17, 2024, City Council/Successor Agency Regular Session Meeting Minutes and the September 17, 2024, City Council/Successor Agency Regular Closed Session Meeting Minutes.

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

2) **CONSIDERATION OF AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE REGARDING MAYORAL SELECTION AND DUTIES**

Carried 5-0 to: It is recommended that the City Council adopt the following ordinance:

ORDINANCE NO. 2523 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING ARTICLE II (CITY COUNCIL) OF CHAPTER 2 (ADMINSTRATION) OF THE WEST COVINA MUNICIPAL CODE RELATING TO MAYORAL SELECTION AND DUTIES AND MAKING A DETERMINATION THAT THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3) (COMMON SENSE EXEMPTION)

CITY MANAGER'S OFFICE

3) **CONSIDERATION OF AWARD FOR THE CITY'S WEBSITE RE-DESIGN PROJECT**

Carried 5-0 to: It is recommended that the City Council take the following actions:

1. Award Request for Proposals (“RFP”) No. 202404 for the City’s new website re-design to CivicPlus, LLC; and
2. Authorize the City Manager to negotiate and execute an agreement with CivicPlus, LLC, in such final form as approved by the City Attorney; and
3. Complete the project in 3 months.(The motion included completion in 3 months)

COMMUNITY DEVELOPMENT

4) **SECOND EXTENSION OF TIME FOR PRECISE PLAN NO. 20-08 AND TENTATIVE PARCEL MAP NO. 83444 AT 1211 E. BADILLO STREET (DELIVERY STATION)**

Carried 4-1(No: Calderón Tabatabai) to: It is recommended that the City Council approve the second one-year extension of time for Precise Plan No. 20-08 and Tentative Parcel Map No. 83444.

5) **CONSIDERATION OF CONSTRUCTION SERVICES AGREEMENT FOR FY 23-24 RESIDENTIAL STREET REHABILITATION PROJECT - PROJECT NO. C24008**

DRAFT

Carried 5-0 to: It is recommended that the City Council take the following actions:

1. Award the Construction Services Agreement for the FY 23-24 Residential Street Rehabilitation Project (Project No. C24008) to Onyx Paving Company, Inc. as the lowest responsible bidder;
2. Authorize the City Manager execute the Construction Services Agreement with Onyx Paving Company, Inc. for $4,324,000, in such final form as approved by the City Attorney;
3. Authorize 20% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions; (The motion included a change from 10% to 20% regarding the contingency amount)
4. Authorize the City Manager to negotiate and execute any amendments within the authorized contingency;
5. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction); and
6. Adopt the following resolution:

RESOLUTION NO. 2024-62 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (FY2023-24 RESIDENTIAL STREET REHAB)

6) **CONSIDERATION OF CONSTRUCTION SERVICES AGREEMENT FOR TRAFFIC SIGNAL IMPROVEMENTS AT VARIOUS SIGNALIZED INTERSECTIONS - PROJECT NO. C23028**

Carried 5-0 to: It is recommended that the City Council take the following actions:

1. Award the Construction Services Agreement for the Traffic Signal Improvements at Various Signalized Intersections (Project No. C23028) to Select Electric, Inc. as the lowest responsible bidder;
2. Authorize the City Manager to execute the Construction Services Agreement with Select Electric, Inc. for $2,659,949.00, in such final form as approved by the City Attorney;
3. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions;
4. Authorize the City Manager to negotiate and execute any amendments within the authorized contingency; and
5. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).

POLICE DEPARTMENT

7) **CONSIDERATION OF APPLICATION FOR 2024 JUSTICE ASSISTANCE GRANT FROM U.S. DEPARTMENT OF JUSTICE**

DRAFT

Carried 5-0 to: It is recommended that the City Council:

1. Review the proposed FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program application items.
2. Authorize staff to submit the application and accept the award totaling $19,999.
3. Authorize the Mayor to execute the Certifications and Assurances by the Chief Executive of the Applicant Government 30 days after this Council meeting in accordance with JAG requirements.
4. Designation of the Mayor, City Manager, and City Manager's designee to certify and execute all grant related documents.

8) **CONSIDERATION OF AGREEMENT WITH LOS ANGELES COUNTY FOR LAW ENFORCEMENT HELICOPTER SERVICES**

Carried 5-0 to: It is recommended that the City Council:

1. Authorize the City Manager to execute the Helicopter Law Enforcement Services Agreement with Los Angeles County for as-needed helicopter law enforcement services.
2. Authorize the City Manager to execute any future amendments to the agreement.

END OF CONSENT CALENDAR

9) **UPDATE - LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHT-OF-WAYS, COMMERCIAL ZONES, SIDEWALKS, TREEWELLS AND OTHER AREAS**

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

MAYOR/COUNCILMEMBERS REPORTS

- Councilman Cantos reported back that he spoke at the Options for Youth public Charter School and there is a partnership with Goodwill Southern California to provide work opportunities for veterans.

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

- Councilwoman Lopez-Viado request to bring back bus stop cleaning, Mayor Pro Tem agreed and wants Foothill Transit to provide funding.
- Councilman Cantos requests a meeting with Landify and receive an analysis. There was a second by Mayor Calderón Tabatabai with a vote of 3-1-1(No: Wu, Abstain: Diaz)

CITY COUNCIL COMMENTS

- Mayor Pro Tem Wu thanked CAWC and city staff for their work in putting together the Moon Festival.

DRAFT

- Mayor Calderón Tabatabai thanked staff for all their great work in putting on events and reminded the public that there is a Mexican Heritage event at the Plaza West Covina tomorrow from 6:00PM – 8:00PM and the events that are taking place in October.

ADJOURNMENT
A motion to adjourn the Regular Meeting was made at 9:35 PM The next regularly scheduled Regular City Council Meeting will be held on Tuesday, October 17, 2024, at 7:00 p.m. in the Council Chambers, 1444 West Garvey Avenue South, West Covina, California.

_____
Lisa Sherrick
Assistant City Clerk

_____
Brian Calderón
Mayor

DRAFT

AGENDA ITEM NO. 2

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 15, 2024

TO: Mayor and City Council

FROM:

SUBJECT: **BIENNIAL REVIEW OF THE CONFLICT OF INTEREST CODE AS REQUIRED BY THE POLITICAL REFORM ACT**

RECOMMENDATION:

It is recommended that the City Council receive and file the 2024 Local Agency Biennial Notice.

BACKGROUND:

The Political Reform Act requires every local government agency to adopt a conflict of interest code and to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700). 2024 is designated as a "code review" year.

At the March 19, 2024 City Council meeting, the City Council directed staff to review the City's current Conflict of Interest Code (the "Code") and report to the City Council if an amendment to the Code is required.

DISCUSSION:

Staff has reviewed the City's Code and determined that amendments are needed. The purpose of the attached Local Agency Biennial Notice is to inform the City Council that the Code requires amendments and outline which amendments are needed. As outlined in the Biennial Notice, amendments include adding new positions, revising titles of existing positions and deleting titles of positions that no longer exist. Staff will bring the amended Code for City Council consideration by the end of 2024.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report.

Prepared by: Lisa Sherrick, Assistant City Clerk

Fiscal Impact

FISCAL IMPACT:

This agenda item is to receive and file, therefore; there is no fiscal impact associated with this action.

Attachments

Attachment No. 1 - Biennial Notice

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

ATTACHMENT NO. 1

2024 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX):*

❑ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ○ Include new positions
- ○ Revise disclosure categories
- ○ Revise the titles of existing positions
- ○ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ○ Other *(describe)* _____

❑ **The code is currently under review by the code reviewing body.**

❑ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification **(to be completed if no amendment is required)**

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

_____ _____

Signature of Chief Executive Officer *Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

AGENDA ITEM NO. 3

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 15, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF THE WEST COVINA COMMUNITY SERVICES FOUNDATION FISCAL YEAR 2023-2024 ANNUAL REPORT**

RECOMMENDATION:

It is recommended that the Board of Directors of the West Covina Community Services Foundation receive and file this report.

BACKGROUND:

On February 1, 2005, the City of West Covina authorized the formation of the West Covina Community Services Foundation (Foundation), a California Public Benefit Corporation. According to the bylaws (Attachment No. 1), the Foundation was organized for charitable purposes to "provide services beneficial to the public interest by seeking to offer, improve, or expand services that enhance the quality of life for residents."

The Foundation does this by receiving gifts of funds from donors for specific purposes (i.e., 4th of July Celebration, Summer Concerts, etc.). In addition, funds are raised to provide new recreational opportunities, increase public safety services, preserve City equipment and facilities, and the pursuit of other benefits of public interest. The Foundation also allows the City to be more competitive when seeking grant funding to help provide such services.

The Foundation's Board of Directors consists of the West Covina City Council, with the Mayor as the Chairperson of the Board and the Mayor Pro Tem as the Vice Chairperson of the Board. The City Manager serves as the Foundation's President, City Clerk as the Secretary, and Finance Director as the Chief Financial Officer.

The Foundation received its Internal Revenue Service tax deductible 501(c)3 status on June 16, 2006 (Tax ID # 43-2085596).

DISCUSSION:

Pursuant to the bylaws, the Board of Directors is required to cause an annual report to be furnished no later than one hundred and twenty (120) days after the close of the Foundation's fiscal year (June 30) to all Directors of the Foundation. The annual report is required to contain the following information:

- The assets and liabilities, including the trust funds, of the Foundation at the end of the fiscal year;
- The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- The revenue or receipts of the Foundation, both unrestricted and restricted to particular purposes, for the fiscal year; and
- The expenses or disbursements of the Foundation, for both general and unrestricted purposes, for the fiscal year.

The annual report must be accompanied by either a report of independent accountants or a certificate of an authorized officer of the Foundation that such statements were prepared without audit from the books and records of the Foundation.

The Finance Department is responsible for monitoring and preparing the Foundation's Annual Report. The funds are also listed in the City's Adopted Budget each year. The FY 2023-2024 Annual Report is included as Attachment No. 2.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report.

Prepared by: Kelly McDonald, Assistant to the City Manager
Additional Approval: Stephanie Sikkema, Finance Director

Fiscal Impact

FISCAL IMPACT:

Attached to this report is a Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balance for the Foundation for Fiscal Year 2023-24 (Attachment No. 2). The report shows that a cumulative total of $104,036 in revenues were collected and $165,752 in funds were expended. As of June 30, 2024, the Foundation has a fund balance of $14,946. The financial information included in this report is preliminary, unaudited and subject to revision upon completion of the City's closing and audit.

Revenues have been collected in a variety of ways. Donations are received from businesses and residents wanting to donate for a special cause or program (i.e., Veterans Memorial, Police Wall of Honor, Fire Explorer Program, Senior Services, Special Events, etc.). Funds raised at community events are also set aside in the Foundation to offset the costs of offering those individual programs (i.e., sponsorships at Summer Concerts, Spring Festival, etc.). Donated funds are utilized for the projects and programs identified prior to any City General Fund dollars being utilized. Without these donations, many of these programs and events might not have happened, because of the impact on the City's General Fund.

Attachments

Attachment No. 1 - Bylaws of West Covina Community Services Foundation
Attachment No. 2 - West Covina Community Services Annual Report

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

BYLAWS
OF
West Covina Community Services Foundation, Incorporated
A CALIFORNIA PUBLIC BENEFIT CORPORATION

ARTICLE 1
NAME

The name of this corporation is "West Covina Community Services Foundation, Incorporated."

ARTICLE 2
OFFICES

SECTION 1. PRINCIPAL OFFICE

The principal office of the Corporation for the transaction of its business is West Covina City Hall, 1441 West Garvey Avenue, West Covina, 91790 located in Los Angeles County, California.

SECTION 2. OTHER OFFICES

The Corporation may also have subordinate offices at such other places, within the city of West Covina, where it is qualified to do business, as its business may require and as the board of directors may, from time to time, designate.

ARTICLE 3
PURPOSES

SECTION 1. OBJECTIVES AND PURPOSES

This Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. The primary objectives and purposes of this Corporation shall be:

(1) To provide services beneficial to the public interest by seeking to offer, improve, or expand services that enhance the quality of life for residents including, but not limited to:

a. Recreational opportunities for residents, i.e., hiking, walking, and equestrian trails, aquatics, sports, parks and open space, classes, etc.;

b. Public safety services, i.e., police and fire services to residents;

c. Social services, i.e., nutritious meals for seniors and youth, case management, counseling, etc., for residents; and

d. Building and improving City facilities and infrastructure.

(2) Preservation of buildings, structures, documents, etc., of historical significance to the community.

(3) To qualify and be more competitive when seeking to acquire grant funding to help provide such services to residents and in this way mitigate the financial impact to the City government.

(4) To receive gifts of funds for specific purposes.

(5) To pursue any other opportunities available that would benefit the public interest.

ARTICLE 4
DIRECTORS

SECTION 1. NUMBER

The Corporation shall have five (5) directors and collectively they shall be known as the Board of Directors. The Board of Directors shall consist of the members of the West Covina City Council. The number and requirement that the Directors be City Councilmembers may be changed by amendment of this Bylaw, or by repeal of this Bylaw and adoption of a new Bylaw, as provided in these Bylaws.

SECTION 2. POWERS

Subject to the provisions of the California Nonprofit Public Benefit Corporation law and any limitations in the Articles of Incorporation and Bylaws relating to action required or permitted to be taken or approved by the members, if any, of this Corporation, the activities and affairs of this Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors. Unless otherwise provided pursuant to amendment of these bylaws, voting rights in this Corporation shall remain vested solely in the Board of Directors.

SECTION 3. DUTIES

It shall be the duty of the Directors to:

(1) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of this Corporation, or by these Bylaws;

(2) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties, of all officers, agents and employees of the Corporation;

(3) Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly;

(4) Meet at such times and places as required by these Bylaws;

(5) Register their addresses with the Secretary of the Corporation and notices of meetings mailed or telegraphed to them at such addresses shall be valid notices thereof.

SECTION 4. DESIGNATION OF CHAIRPERSON AND VICE CHAIRPERSON.

The Mayor shall serve as the Chairperson of the Board during his or her term as Mayor, or until he or she resigns or is otherwise disqualified to serve, whichever occurs first. However, should the Mayor wish that another Board Member replace him or her the as Chairperson, then the Board shall elect another Board Member as the Chairperson. The Mayor Pro-Tem shall serve as the Vice Chairperson of the Board during his or her term as Mayor Pro-Tem, or until he or she resigns or is otherwise disqualified to serve, whichever occurs first. However, should the Mayor Pro-Tem wish that another Board Member replace him or her the as Vice Chairperson, then the Board shall elect another Board Member as Vice Chairperson. At no time shall the same person serve concurrently as Chairperson and the Vice Chairperson of the Board.

SECTION 5. DUTIES OF CHAIRPERSON OF THE BOARD

The Chairperson shall supervise and manage/direct the affairs of the Corporation. He or she shall perform all duties incident to his or her position as Chairperson and such other duties as may be required by law, by the Articles of Incorporation or the Bylaws, or which may be prescribed from time to time by the Board of Directors. The Chairperson shall preside at all meetings of the Board. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he or she shall, in the name of the Corporation, execute such

deeds, mortgages, bonds, contracts, checks or other instruments which may from time to time be authorized by the Board of Directors.

SECTION 6. DUTIES OF VICE CHAIRPERSON OF THE BOARD

In the absence of the Chairperson, or in the event of his or her inability to or refusal to act, the Vice Chairperson shall perform all the duties of the Chairperson and when so acting shall have all the powers of, and be subject to all the restrictions of the Chairperson. The Vice Chairperson shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these bylaws, or as may be prescribed by the Board of Directors.

SECTION 7. TERMS OF OFFICE

The term of office for each Director shall run concurrently with his or her term of office on the City Council.

SECTION 8. PLACE OF MEETINGS

Meetings shall be held at the principal office of the Corporation unless otherwise provided in these Bylaws or at such place within the City of West Covina, which has been designated from time to time by resolution of the Board of Directors.

SECTION 9. REGULAR AND ANNUAL MEETINGS

Regular meetings of the Board of Directors shall be held, as needed, on the first and/or third Tuesday of each month at 7:00 PM, to coincide with City Council Meetings. The annual meeting of the Board of Directors shall coincide with the annual meeting at which the City Council adopts the fiscal year budget.

SECTION 10. SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the Chairperson of the Board of Directors, or by any two Directors, and such meetings shall be held at the place, within the City of West Covina, designated by the person or persons calling the meeting, and in the absence of such designation, at the principal office of the Corporation.

SECTION 11. NOTICE OF MEETINGS

Noticing of all meetings shall be done in compliance with Govt. Codes 54954.2 and 54956 (Brown Act). Regular meetings shall be noticed at least seventy-two

(72) hours in advance of the meeting. Special meetings shall be noticed at least twenty-four (24) hours in advance of the meeting.

Notice shall be given of any adjourned regular or special meeting to Directors absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.

SECTION 12. QUORUM FOR MEETINGS

A quorum shall consist of three (3) Directors.

Except as otherwise provided in these Bylaws or in the Articles of Incorporation of this Corporation, or by law, no business shall be considered by the Board of Directors at any meeting at which a quorum, as defined above, is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn. However, a majority of the Directors present at such meeting may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors.

The Directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal of Directors from the meeting, provided that any action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation or Bylaws of this Corporation.

SECTION 13. MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the Articles of Incorporation or Bylaws of this Corporation, or provisions of the California Nonprofit Public Benefit Corporation Law, particularly those provisions relating to appointment of committees (Section 5212), approval of contracts or transactions in which a director has a material financial interest (Section 5233) and indemnification of directors (Section 5238e), require a greater percentage or different voting rules for approval of a matter by the board.

SECTION 14. CONDUCT OF MEETINGS

Meetings of the Board of Directors shall be presided over by the Chairperson of the Board, or, if no such person has been so designated or, in his or her absence, the Vice Chairperson or, in his or her absence, by the Director chosen a majority of the Directors present at the meeting. The Secretary of the Corporation shall act as Secretary of all meetings of the Board of Directors,

provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

The provisions of the Brown Act (Gov. Code §54950 et seq.) shall apply to the conduct of meetings of the Corporation. Meetings shall be governed by Roberts's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation of this Corporation, or with provisions of law.

SECTION 15. NON-LIABILITY OF DIRECTORS

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

SECTION 16. INSURANCE FOR CORPORATE AGENTS

Members of the Board of Directors and Officers of the Corporation are insured under the City's umbrella insurance policy for liability caused or incurred while acting within the scope of their duties as Members of the Board of Directors and/or Officers of the Corporation.

SECTION 17. PREMATURE VACANCIES ON BOARD

Whenever there is a vacancy in the office of one of the at-large directors whether by reason of death, resignation, removal, disqualification or otherwise, the vacancy shall be temporarily filled by the Community Services Director until the vacancy is filled by majority vote of the remaining board members.

ARTICLE 5
OFFICERS

SECTION 1. NUMBER OF OFFICERS

The officers of the Corporation shall be a President, Secretary and Chief Financial Officer. The City Manager shall serve as President, the City Clerk shall serve as the Secretary and the Finance Director shall serve as the Chief Financial Officer. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as the President, Chairperson or Vice Chairperson of the Board.

SECTION 2. QUALIFICATION AND TERM OF OFFICE

The City Manager, City Clerk and Finance Director shall serve as President, Secretary and Chief Financial Officer, respectively, until he or she resigns or is removed by a majority vote of the Board of Directors, or is otherwise disqualified to serve, whichever occurs first.

SECTION 3. SUBORDINATE OFFICERS

The Board of Directors may appoint such other officers or agents as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Board of Directors.

SECTION 4. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors in accordance with these Bylaws and applicable law.

SECTION 5. DUTIES OF PRESIDENT

The President shall be the administrative head of the Corporation and its affairs and he/she shall operate under the direction and control of the Board of Directors except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. He/she shall be responsible for the efficient administration of all the affairs of the Corporation which are under his/her control. He/she shall prescribe such administrative rules and procedures as he may deem proper or necessary for the general conduct and operation of the Corporation's affairs under his control. He/she shall perform any and all duties imposed on him/her by law, by the Articles of Incorporation, by these Bylaws or by the Board. Upon the request and authorization of the Board, the President may enter into any contract, or execute and deliver any instrument, in the name of and on behalf of, the Corporation. The President shall supervise all agents of the Corporation to assure that their duties are performed properly. He/she shall meet at such times and places as required by these bylaws. It shall be the duty of the President to recommend to the Board the adoption of measures he/she deems necessary for the efficient operation of the Corporation. Unless provided for in

SECTION 6. DUTIES OF SECRETARY

The Secretary shall:

(1) Certify and keep at the principal office of the Corporation the original, or a copy of these Bylaws as amended or otherwise altered to date.

(2) Keep at the principal office of the Corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

(3) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

(4) Be custodian of the records and of the seal of the Corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the Corporation under its seal is authorized by law or these Bylaws.

(5) Keep at the principal office of the Corporation a membership book containing the name and address of each and any members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.

(6) Exhibit at all reasonable times to any director of the Corporation, or to his or her agent or attorney, on request therefore, the Bylaws, the membership book, and the minutes of the proceedings of the directors of the Corporation.

(7) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation of this Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors

SECTION 7. DUTIES OF CHIEF FINANCIAL OFFICER

Subject to the provisions of these Bylaws relating to the "Execution of Instruments, Deposits and Funds," the Chief Financial Officer shall:

(1) Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.

(2) Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever.

(3) Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.

(4) Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

(5) Exhibit at all reasonable times the books of account and financial records to any director of the Corporation, or to his or her agent or attorney, upon request

(6) Render to the Board of Directors, whenever requested, an account of any or all of his or her transactions as Chief Financial Officer and of the financial condition of the Corporation.

(7) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

(8) In general, perform all duties incident to the office of Chief Financial Officer and such other duties as may be required by law, by the Articles of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

ARTICLE 6
EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 1. EXECUTION OF INSTRUMENTS

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

SECTION 2. CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes,

orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by the Chief Financial Officer and countersigned by the Chairperson of the Board of Directors.

SECTION 3. DEPOSITS

All funds of the Corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

SECTION 4. GIFTS

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this corporation. Limitations on gifts to individual Directors shall comply with the Political Reform Act and the Fair Political Practices Commission.

ARTICLE 7
CORPORATE RECORDS, REPORTS AND SEAL

SECTION 1. MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at its principal office in the State of California:

(1) Minutes of all meetings of directors, committees of the board and , indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;

(2) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;

(3) A copy of the corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the members, if any, of the Corporation at all reasonable times during office hours.

SECTION 2. CORPORATE SEAL

The Board of Directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the Corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

SECTION 3. DIRECTORS' INSPECTION RIGHTS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation.

SECTION 4. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

SECTION 5. ANNUAL REPORT

The Board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the Corporation's fiscal year to all directors of the Corporation and, if this Corporation has members, to any member who requests it in writing, said report shall contain the following information in appropriate detail:

(1) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;

(2) The principal changes in assets and liabilities, including trust funds, during the fiscal year;

(3) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year;

(4) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year;

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the corporation.

ARTICLE 8
FISCAL YEAR

SECTION 1. FISCAL YEAR OF THE CORPORATION

The fiscal year of the Corporation shall begin on July 1 and end on the June 30 in each year.

ARTICLE 9
AMENDMENT OF BYLAWS

SECTION 1. AMENDMENT

Subject to any provision of law applicable to the amendment of Bylaws of public benefit nonprofit corporations, these Bylaws, or any of them, may be altered, amended, or repealed and new Bylaws adopted as follows:

(1) Subject to the power of members, if any, to change or repeal these Bylaws under Section 5150 of the Corporations Code, by approval of the Board of Directors unless the Bylaw amendment would materially and adversely affect the rights of members, if any, as to voting or transfer, provided, however, if this Corporation has admitted any members, then a Bylaw specifying or changing the fixed number of directors of the Corporation, the maximum or minimum number of directors, or changing from a fixed to variable board or vice versa, may not be adopted, amended, or repealed except as provided in subparagraph (2) of this Section; or

(2) By approval of the members, if any, of this Corporation.

ARTICLE 10
AMENDMENT OF ARTICLES

SECTION 1. AMENDMENT OF ARTICLES BEFORE ADMISSION OF MEMBERS

Before any members have been admitted to the Corporation, any amendment of the Articles of Incorporation may be adopted by approval of the Board of Directors.

SECTION 2. AMENDMENT OF ARTICLES AFTER ADMISSION OF MEMBERS

After members, if any, have been admitted to the Corporation, amendment of the Articles of Incorporation may be adopted by the approval of the Board of Directors and by the approval of the members of this Corporation.

SECTION 3. CERTAIN AMENDMENTS

Notwithstanding the above sections of this Article, this Corporation shall not amend its Articles of Incorporation to alter any statement which appears in the original Articles of Incorporation of the names and addresses of the first directors of this Corporation, nor the name and address of its initial agent, except to

correct an error in such statement or to delete such statement after the corporation has filed a "Statement by a Domestic Non-Profit Corporation" pursuant to Section 6210 of the California Nonprofit Corporation Law.

ARTICLE 11
MEMBERS

SECTION 1. DETERMINATION OF MEMBERS

If this Corporation makes no provision for members, then, pursuant to Section 5310(b) of the Nonprofit Public Benefit Corporation Law of the State of California, any action which would otherwise, under law or the provisions of the Articles of Incorporation or Bylaws of this Corporation, require approval by a majority of all members or approval by the members, shall only require the approval of the Board of Directors.

WRITTEN CONSENT OF DIRECTORS ADOPTING BYLAWS

We, the undersigned, are all of the persons named as the initial Directors in the Articles of Incorporation of the West Covina Community Services Foundation, Incorporated, a California Nonprofit Public Benefit Corporation, and, pursuant to the authority granted to the Directors by these Bylaws to take action by unanimous written consent without a meeting, consent to, and hereby do, adopt the foregoing Bylaws, consisting of fourteen (14) pages, as the Bylaws of this Corporation.

Dated: 4/19/16

James Toma, Director

Corey Warshaw, Director

Mike Spence, Director

Tony Wu, Director

Lloyd Johnson, Director

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of the corporation named in the title thereto and that such Bylaws were duly adopted by the Board of Directors of said Corporation on the date set forth below.

Dated: 4/19/16

Rosalia Conde, Secretary

West Covina Community Services Foundation, Inc.
Balance Sheet
June 30, 2024
Unaudited

Cash	$	(13,804)
Accounts Receivable		1,200
Prepaid Expenses		39,170
Interest Receivable		-
Total Assets	$	26,566
Accounts Payable		11,621
Fund Balance	$	14,946
Total Liabilities and Fund Balance	$	26,566

West Covina Community Services Foundation, Inc.
Changes in Assets and Liabilities
June 30, 2024
Unaudited

	Beginning Balance	Ending Balance	Change
Cash	$ 62,675	$ (13,804)	$ (76,479)
Accounts Receivable	37,829	1,200	(36,629)
Prepaid Expenses	90,943	39,170	(51,773)
Interest Receivable	-	-	-
Total Assets	$ 191,447	$ 26,566	$ (164,881)
Accounts Payable	114,785	11,621	$ (103,164)
Fund Balance	76,662	14,946	(61,716)
Total Liabilities and Fund Balance	$ 191,447	$ 26,566	$ (164,881)

West Covina Community Services Foundation, Inc.
Statement of Revenues, Expenditures and Changes in Fund Balance
For the year ended June 30, 2024
Unaudited

Revenues	
Interest	$ -
Charges for Services	-
Other Revenues	104,036
Revenue from Other Agencies	-
Total Revenues	**104,036**
Expenditures	
FN - Taxes filings	360
PD - Misc Exp	-
FR - Explorer Program	5,673
PS - Misc Exp	-
PS - Summer Concerts	30,706
PS - Other Special Events	56,485
PS - Senior Center - Supplies, etc.	4,914
CD - Other Special Events	67,614
	-
Total Expenditures	**165,752**
Net Change in Fund Balance	**(61,716)**
Fund Balance - Beginning of Year	**76,662**
Fund Balance - End of Year	**$ 14,946**

West Covina Community Services Foundation, Inc.
Financial Certificate
For the year ended June 30, 2024

I, Stephanie Sikkema, certify that these statements were prepared without audit from the books and records of the corporation. Additionally, the financial information included in this report is preliminary, unaudited and subject to revision upon completion of the City's closing and audit.



Chief Financial Officer
West Covina Community Services Foundation, Inc.

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 15, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF CONSTRUCTION AGREEMENT FOR STREET SWEEPING SIGNAGE INSTALLATION AND APPROVAL OF PURCHASE ORDER TO PROCURE STREET SWEEPING SIGNAGE - PROJECT NO. C25015**

RECOMMENDATION:

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

1. Award the construction agreement for the Street Sweeping Signage Installation Project (Project No. C25015) to Square Signs LLC DBA Front Signs, as the lowest responsible bidder;
2. Authorize the City Manager to execute the construction agreement with Square Signs LLC DBA Front Signs for $351,095, in such final form as approved by the City Attorney;
3. Authorize 15% of the awarded contract amount as contingency allowance to be used, if necessary, with the City Manager's approval, for unforeseen conditions;
4. Authorize the City Manager to negotiate and execute any amendments within the authorized contingency; and
5. Authorize the City Manager to issue a purchase order to Tapco, Inc. for $734,992.87, for the direct purchasing of signage and signage mounting equipment through Omnia Partners (Cooperative Purchasing); and
6. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302 (Replacement or Reconstruction).

BACKGROUND:

On December 5, 2023, the City Council of West Covina approved a citywide weekly street sweeping program, which includes the posting of signage with a four-hour parking restriction on street sweeping days. As part of this approval, staff were directed to identify high-density housing areas where the parking restriction should occur on different days, alternating between sides of the street.

Currently, the City has parking restrictions on street sweeping days on a select number of streets throughout the City where residents have voted to implement the restriction. As part of the citywide street sweeping restriction implementation, the City will need to install street sweeping signage along every street where the restriction is in place in accordance with California Vehicle Code Section 22507.6. This will include all streets that do not currently have another restriction such as no stopping or no stopping anytime.

The project involves the installation of street sweeping restriction signage throughout the City. Signage

will be installed on existing streetlights, existing signposts, or new Unistrut signposts, which will be placed in either concrete or dirt.

DISCUSSION:

On August 20, 2024, staff advertised the construction bid package on Planet Bids and in the San Gabriel Valley Tribune. The following bid was received by the City at the Bid Opening held on September 6, 2024, at 1:00 PM:

Contractor Name	Total Bid Amount
Square Signs LLC DBA Front Signs	$351,095.00

Square Signs LLC was the only bid submitted/received. Staff conducted a bid analysis including checking references, California Contractor Licensing, Department of Industrial Relations registration, State and Federal debarment list review for Square Signs LLC.

On September 6, 2024, staff received a quote from TAPCO, Inc. for procuring all signage mounting materials including posts, brackets, and other associated materials through the Omnia Partners Public Sector, a Cooperative Procurement program, contract number 2020-200 that expires February 28, 2026. All Omnia Partners contracts have been competitively solicited by a lead public agency in accordance with their public purchasing rules and regulations. Each solicitation includes language throughout the United States. This language is based on the lead jurisdiction “Joint Powers Authority” or “Cooperative Procurement” program. Additionally, contracts for these types of equipment result in lower costs, as the markups by a construction contractor incorporating the items into a larger project is eliminated.

Pursuant to Section 2-335(6) of the West Covina Municipal Code, purchases made through a cooperative purchasing agreement or program are exempt from the informal and formal competitive procurement requirements of the Municipal Code provided certain requirements are met. As required by Section 2-335(6), the Purchasing Officer has determined that the purchase is in the best interest of the City; is to the City's economic advantage; and that the agreement was competitively awarded using a process that complies with policies, rules, and regulations as approved by the Purchasing Officer.

Following City Council’s approval, the City will enter into an agreement with Square Signs LLC (draft agreement included as Attachment No. 1) for signage installation and will purchase materials from TAPCO, Inc. through Cooperative Procurement. If approved, the project is anticipated to commence in Winter 2024/25 with an estimated completion time of two months.

Project Timeline

If approved, the project is anticipated to commence in Winter 2024/25 with an estimated completion time of two months.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:
1. Approve Staff's recommendation; or
2. Provide alternative direction.

ENVIRONMENTAL REVIEW:

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

Prepared by: Robert Ortega, CIP Project Manager

Fiscal Impact

FISCAL IMPACT:

The total project estimate plus contingencies for both the signs and sign installation is $1,138,752.

Base Signage Installation Contract	351,095
Proposed Construction Contingency (15%)	52,664
Subtotal Signs	**403,759**
Signage and Mounting Equipment	734,993
Total Estimate	**1,138,752**
Total Budget	**1,200,000**
(Over)/Under Budget	**61,248**

The base contract of $351,095 and purchase order of $734,993 is being requested at this time. Funding for this project has been included in the FY2024-25 CIP Budget with funding from Measure W.

Project	Fund	Budget	Amount Requested	(Over)/ Under
C25015, Street Sweeping Signs & Equip.	197, Measure W	1,200,000	1,138,752	$61,248
Total		**$1,200,000**	**$1,138,752**	**$61,248**

The balance of $61,248 will be used for the purchase of new code enforcement vehicles. Staff is in the process of getting quotes and requesting additional funding from Measure W. Once this is finalized, staff will bring this purchase before the City Council for approval.

Attachments

Attachment No. 1 - Draft Agreement

Exhibit A - Contractor's Proposal

Attachment No. 2 - Tapco Quote

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

ATTACHMENT NO. 1

CITY OF WEST COVINA
CONSTRUCTION SERVICES AGREEMENT FOR
PROJECT NO. 25015
STREET SWEEPING SIGNAGE INSTALLATION

THIS CONSTRUCTION SERVICES AGREEMENT (herein "Agreement") is made and entered into as of October 15, 2024 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation (herein "City"), and SQUARE SIGNS LLC, a California limited liability company DBA FRONT SIGNS (herein "Contractor").

RECITALS

A. City requires construction services for the Street Sweeping Signage Installation Project, Project No. 25015 ("Project"), that meet the requirements as shown in the project specifications and this Agreement.

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

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

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

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

1.0 SERVICES OF CONTRACTOR

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

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

(a) This Agreement;
(b) Notice to Contractors and Instructions to Bidders, Bid Documents and Contract Documents for the Project (collectively, "Bid Documents"), incorporated by this reference as if fully set forth herein;
(c) Addendum No. 1 to the Bid Documents, dated August 30, 2024, incorporated

by this reference as if fully set forth herein;

(d) Contractor's Proposal, attached hereto as Exhibit A and incorporated herein;

(e) Certificates of Insurance, attached hereto as Exhibit B and incorporated herein;

(f) Bonds, attached hereto as Exhibit C and incorporated herein;

(g) The Standard Specifications and Standard Specifications for Public Works Construction, as detailed in Section 19-1 of the West Covina Municipal Code, incorporated by this reference as if fully set forth herein; and

(h) All exhibits and attachments to the foregoing documents.

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

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

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

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

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

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Contractor shall require all subcontractors to

comply with the provisions of this Agreement.

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

1.9 Prevailing Wage Requirements.

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

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

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

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Three Hundred Fifty-One Thousand Ninety-Five Dollars ($351,095.00) (herein "Contract Sum"), except as provided in Section 1.8 (Additional Services). The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

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

2.3 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 2.2 (Progress Payments) of this Agreement. In accordance with said section, City will retain five percent (5%) of the Contract Sum apportionment from each progress payment as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor furnishes City with a release of all undisputed contract amounts if required by City. If there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds as authorized by Public Contract Code Section 7107 of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder. To the extent consistent with Public Contract

Code Section 22300, Contractor may request and City shall make payment of retentions earned directly to an escrow agent at the expense of Contractor, and may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code Section 22300 for securities deposited by Contractor. Upon satisfactory completion of this Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City.

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall complete all services within fifty (50) days. Contractor shall submit for the Contract Officer's approval its proposed Construction Schedule. Contractor shall perform the services in accordance with the approved Construction Schedule. When requested by the Contractor, extensions to the time period(s) specified in the Construction Schedule may be approved in writing by the Contract Officer.

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

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

4.0 COORDINATION OF WORK

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

Gevorg Hambardzumyan

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their

responsibilities be substantially reduced by Contractor without the express written approval of City.

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

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

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

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

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

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

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

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

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

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

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

5.0 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

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

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

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

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6.0 BONDS

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

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

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

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

7.0 INDEMNIFICATION

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

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

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

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

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

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

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

8.0 RECORDS AND REPORTS

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

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

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

9.0 ENFORCEMENT OF AGREEMENT; TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

difficult or impractical to determine in the event of a breach of this Agreement. Therefore, Contractor agrees that it and its sureties shall be liable for and shall pay to the City liquidated damages in the amount of One Thousand Two Hundred Dollars ($1,200.00) for each calendar day of delay in the performance of any service required hereunder. Contractor further agrees that liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the Scope of Services. The City may withhold from any amounts payable on account of services performed by the Contractor any accrued liquidated damages. Contractor, on behalf of itself and its sureties, and City agree that the liquidated damages constitute a reasonable estimate of actual damages, and are not punitive.

10.0 CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

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

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

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

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11.0 MISCELLANEOUS PROVISIONS

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

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

To Contractor:
Square Signs LLC dba Front Signs
3520 Valhalla Dr
Burbank, CA 91505
Attn: Gevorg Hambardzumyan

11.2 Interpretation. The terms of this Agreement shall be construed in accordance with

the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

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

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

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

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

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

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

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

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

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
Paulina Morales
City Manager

CONTRACTOR

_____ Date: _____
Gevorg Hambardzumyan
CEO

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

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APPROVED AS TO FORM:

_____ Date: _____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Stephanie Sikkema
Risk Management

EXHIBIT A

CONTRACTOR'S PROPOSAL

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III. BID DOCUMENTS

PROPOSAL

Project No: 25015
Street Sweeping Signage Installation

SUBMITTED BY: SQUARE SIGNS LLC DBA FRONT SIGNS
(Bidder's Name)

TO: City Clerk
City of West Covina
California

Dear Madam:

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

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

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

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

Contractor shall use City supplied bond forms only.

NOTICE TO CONTRACTORS AND INSTRUCTIONS TO BIDDERS
PROPOSAL SCHEDULE

Project No:
25015
Street Sweeping Signage Installation

REVISED BID SCHEDULE PER ADDENDUM 1

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Install city furnished street sweeping signage to existing street lights using city furnished bracket.	900	EA	$ 28.00	$ 25,200.00
2	Remove existing street sweeping sign and install city furnished street sweeping signage on existing 2" Telespar sign using city furnished bracket.	23	EA	$ 33.00	$ 759.00
3	Install city furnished street sweeping signage and new 2" Telespar sign in existing concrete surface. Work shall include restoration of concrete sidewalk.	580	EA	$ 92.00	$ 53,360.00
4	Install city furnished street sweeping signage and new 2" Telespar sign in existing dirt surface. Work shall include restoration of landscaping.	3568	EA	$ 72.00	$ 256,896.00
5	Remove existing street sweeping sign and pole. Work shall include restoration of concrete sidewalk or landscaping where pole is removed.	310	EA	$ 48.00	$ 14,880.00

TOTAL BID AMOUNT IN NUMBERS: $ 351,095.00_____

TOTAL BID AMOUNT IN WORDS: three hundred fifty-one thousand ninety-five

---

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing

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

The City reserves the right to add, delete, increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

EXAMINATION OF SPECIFICATIONS AND SITE OF WORK

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

Name of Person who inspected the site: Karen Basentsyan

Date of Inspection: 08/30/2024

ADDENDA ACKNOWLEDGMENT

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

Addendum No. 1 Dated 08/30/2024

Addendum No._____ Dated_____

Addendum No._____ Dated_____

Addendum No._____ Dated_____

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

SUB-CONTRACTOR LIST

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

Sub-Contractors Name: none		**Address:** n/a	
Description of Work: n/a			
Phone No. n/a	**Contractor's License #** n/a	**DIR #** n/a	**Dollar Amount** n/a

Sub-Contractors Name: none		**Address:** n/a	
Description of Work: n/a			
Phone No. n/a	**Contractor's License #** n/a	**DIR #** n/a	**Dollar Amount** n/a

Sub-Contractors Name: none		**Address:** n/a	
Description of Work: n/a			
Phone No. n/a	**Contractor's License #** n/a	**DIR #** n/a	**Dollar Amount** n/a

Sub-Contractors Name: none		**Address:** n/a	
Description of Work: n/a			
Phone No. n/a	**Contractor's License #** n/a	**DIR #** n/a	**Dollar Amount** n/a

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

BIDDERS GUARANTEE

Enclosed is Cash ( ), Cashier's Check ( ), Certified Check ( ), or Bid Bond (X), in the sum of $ 35,109.50 is at least 10% of the amount bid.

Contractor: Square Signs LLC dba Front Signs

Address: 3520 Valhalla Drive

Burbank, CA 91505

Fax Number: n/a

Telephone Number: 818 290 3269

Email Address: proc@squaresigns.com

By: _____
Signature of Contractor

CEO
Title

State of California Contractor's License:

Classification: C45 License No: 1053708 Expiration: 05/31/2024

DIR Registration No: 1000732634

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

REFERENCES FOR WORK PER BID SCHEDULE

Date: 09/03/2024

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

1.

City of Palmdale 38250 Sierra Highway, Palmdale, CA 93550

Name and address of Public Agency

Name and Telephone No. of Project Manager John Lee 661/267-5317

$391,150.00 Fabrication/Installation of Street sweeping signs estimated 10/05/2024

Contract Amount Type of Work Date Completed

2.

North County Transit District 810 Mission Avenue, Oceanside, CA 92054

Name and address of Public Agency

Name and Telephone No. of Project Manager Leonard Brinkers

$63,513.44 Fabrication/Installation of Bus Stop Signs 01/13/2023

Contract Amount Type of Work Date Completed

3.

City of Commerce, 2535 Commerce Way, Commerce, CA 90040

Name and address of Public Agency

Name and Telephone No. of Project Manager Rudolph Rodriguez (909) 595-8599

$139,680.26 Fabrication/installation of vehicular, regulatory signage 01/30/2024

Contract Amount Type of Work Date Completed

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

4.

City of Clearlake, 14050 Olympic Dr. Clearlake, CA 95422

Name and address of Public Agency

Name and Telephone No. of Project Manager Trystan Hayes (971) 241-5895

$84,640.00	Fabrication/Installation of Wayfinding Signs	08/28/2024
Contract Amount	Type of Work	Date Completed

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Square Signs LLC dba Front Signs, (hereinafter referred to as "Contractor") intends to submit a bid to the City of West Covina, California, a Municipal Corporation, for the performance of certain work as required in the City of West Covina Project No. 25015 said work being: Street Sweeping Signage Installation as shown in this specification on the Plan No. 25015, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

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

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

IN WITNESS THEREOF, we have hereunto, set our hands and seals this 3rd day of September, 2024.

Principal Square Signs LLC dba Front Signs
By GEVORG HAMBARDZUMYAN
Title CEO

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

Surety Everest National Insurance Company

By _____
Adrian Langrell

Title Attorney-in-Fact

I declare under penalty of perjury under the laws of the State of California that the contents of the above Bid Bond are true and correct, and that I have been duly authorized to sign this Bid Bond on behalf of Surety. This Declaration is signed on _____, 20__, in the City of _____ , State of California.

--OR--

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

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

WITNESS my hand and official seal.

_____
Notary Public in and for said
County and State

-- AND –

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

APPROVED AS TO FORM:

__/s/Thomas P. Duarte
City Attorney

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

ACKNOWLEDGMENT

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

State of California
County of Orange)

On 09/03/2024 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MELISSA ANN VACCARO
COMM. #2401942
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2026

Signature _____ **(Seal)**
Melissa Ann Vaccaro

Bond No. CSBA-28253

everest

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Arturo Ayala, Daniel Huckabay, Adrian Langrell, Chelsea Liberatore, Frank Morones, R. Nappi, Shaunna Rozelle Ostrom, Ben Stong, Michael D. Stong, Benjamin Wolfe, Dwight Reilly

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.

Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this **22nd of March 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 3rd day of September 2024.

By: Sylvia Semerdjian, Assistant Secretary

ES 00 01 04 16

STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of West Covina a bid or proposal does hereby certify:

1. That all statements of fact in such bid or proposal are true;

2. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

3. That such bid or proposal is genuine and not collusive or sham;

4. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of West Covina or of any other bidder or anyone else interested in the proposed procurement;

5. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;

6. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;

7. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of West Covina, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

8. Did not provide, directly or indirectly to any officer or employee of the City of West Covina any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

9. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of West Covina either currently or within the last two (2) years.

10. That no officer or principal of the undersigned firm nor any sub-contractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

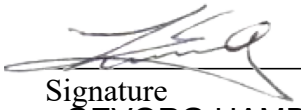
I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On 09/03/2024 at Burbank California.

Firm Square Signs LLC dba Front Signs

Street 3520 Valhalla Drive

City Burbank State CA Zip 91505



Signature

GEVORG HAMBARDZUMYAN

Name

CEO

Title

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

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

CERTIFICATION OF PRINCIPAL

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

DATED: 09/03/2024

Signature of Principal

APPROVED AS TO FORM:

/s/Thomas P. Duarte
City Attorney

AGREEMENT FOR INDEMNIFICATION
BY CONTRACTOR/VENDOR

The City of West Covina requires contractors and suppliers of service to the City to indemnify and hold the City of West Covina harmless for claims or losses arising from or in connection with the contracting party's work for the City of West Covina before a purchase order is issued. To eliminate misunderstandings between contracting parties and the City in case of a claim or lawsuit, the City of West Covina requires that contracting parties who perform services for the City sign this Agreement. This Agreement will act as and become a part of each contract/purchase order between the City of West Covina and the contracting parties signing the Agreement.

In consideration of the opportunity of doing work for the City of West Covina and benefits to be received thereby, the contracting party agrees as follows:

1. That where a contract, purchase order or confirming order is issued by the City of West Covina awarding a contract, this Agreement is to be considered part of that contract.

2. Contractor agrees to indemnify the City of West Covina and any officer, employee or agent, and hold the City of West Covina and any officer, employee or agent thereof harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to, or death of, any person (including officers, employees and agents of the City of West Covina), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.

3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which provides, "If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement so to be executed prior to the injury." This waiver will occur as to any contracts awarded by the City of West Covina to the contracting party to this Agreement while this Agreement is in force.

4. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor/vendor to all terms and conditions of this Agreement.

5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the City of West Covina. As a condition precedent to acceptance, and contracts from the City of West Covina and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to its writing before the work of the representative successor or assignees begin; such assignment shall be effective with the written consent of the City of West Covina.

6. To promptly notify the City of West Covina of any change in ownership of the contracting party while this Agreement is in force.

7. In the event that this Agreement, contract, or purchase order is entered into with the West Covina Community Development Commission, wherever the term "City of West Covina" is indicated, it shall also be applicable to the West Covina Community Development Commission.

This Agreement cannot be modified or changed without the express written consent of the City Attorney of the City of West Covina.

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

On behalf of Square Signs LLC dba Front Signs
(Name of Contractor/Vendor)
3520 Valhalla Drive, Burbank, CA 91505
(Address)

I agree to the terms of this Agreement.

Signature GEVORG HAMBARDZUMYAN 

Title CEO

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

Contractor Information

Legal Entity Name
Square Signs LLC
Legal Entity Type
LLC
Status
Active
Registration Number
PW-LR-1000732634
Registration effective date
7/1/2023
Registration expiration date
6/30/2025
Mailing Address
1214 Grandview Ave, Apt C Glendale 91201 CA ...
Physical Address
3520 Valhalla Dr Burbank 91505 CA United Stat...
Email Address
Trade Name/DBA
Front Signs
License Number(s)
CSLB:1053708
CSLB:1053708

Registration History

Effective Date	Expiration Date
7/1/2022	6/30/2023
4/5/2021	6/30/2022
7/1/2023	6/30/2025

DCA
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **1053708** Entity LLC

Business Name SQUARE SIGNS LLC DBA FRONT SIGNS

Classification(s) C45

Expiration Date 05/31/2025 www.cslb.ca.gov

CSLB

CITY OF WEST COVINA, CALIFORNIA

ADDENDUM #1

BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS
for

STREET SWEEPING SIGNAGE INSTALLATION
PROJECT NO: 25015

Date Issued: August 30, 2024

Addendum for: STREET SWEEPING SIGNAGE INSTALLATION

Addendum No.: 1

Addendum Date: August 30, 2024

Issued by: City of West Covina

Reminder 1: Bid due date is not changed. Bids are due at 1:00 PM, on September 5, 2024.

Reminder 2: Please sign Addenda Acknowledgement on page III-5 of Bid Package Section III Titled "BID DOCUMENTS". Entire Section III shall be submitted as Bidder's Bid.

This addendum removes pages III-3 and III-4 of the Bid Package with the revised bid schedule, see Attachment 1 – Revised Bid Schedule Per Addendum 1. Bidders shall include the revised bid schedule on their bid to be considered responsive.

This addendum also adds additional product specifications to be included to the Technical Provisions of the Bid Package. Please see Attachment 3, 4 and 5 attached to Addendum 1.

- This addendum provides responses to the questions received to date.
- Please see below responses provided to all questions:

Question 1: Is there an Engineer's Estimate or budget for this project?

Response 1: No there is no Engineers Estimate for this project.

Question 2: Will a C61/D42 be accepted for this bid?

Response 2: Yes, the City will allow a Class A or C-45 or C-61/D-42.

Question 3: Would the city allow a C-32 with a D-42 - "Non-Electrical Sign Installation" license, since theses sign are not electrical?

Response 3: No, a C-32 License will not be allowed. The City will allow a Class A or C-45 or C-61/D-42.

Question 4: Please provide us with sizes and technical specs of the signs that we are to install.

Response 4: The sign is a standard 18"x24" street sweeping sign which will be provided by the City.

Question 5: Please provide with the specs of the brackets, steel straps, seals.

Response 5: Please see Attachment 2 – Mounting Specifications.

Question 6: Please provide us with technical specifications of 2" Unistrut signs

Response 6: Please see Attachment 3 – 2" Telespar Specifications.

Question 7: Please provide us with the installation map for signs and 2" Unistrut signs.

Response 7: Please see Attachment 4 – Installation Map.

Question 8: Please provide us with the specs of the signs that are to be removed – sizes, thickness, type of hardware that was used during installation.

Response 8: Specifications of existing signs are not available. All signs are standard 24”x18” signs. Mounting varies between signage mountings. For line item 2 the existing signs are mounted on 2” Unistrut poles and the new signage will be replaced on the existing pole. For line item 5 signage is on existing street sign pole.

Question 9: Please provide information regarding height of the existing signs.

Response 9: Height of existing signs vary although all are posted on existing street sign poles/streetlights. No signs are posted on signal masts.

Question 10: Please confirm that city will provide all accessories for installation of the signs – e.g. brackets, stainless steel straps, seals.

Response 10: The City will provide all signage, poles, and mounting materials for the street sweeping signage. Contractor will be responsible for installing equipment provided per the bid documents.

Question 11: Do we include the sales force in the Base Bid Schedule table?

Response 11: All costs for the project should be included in the Base Bid Schedule of the bid.

Question 12: Line item 4. When mentioning "restoration of landscaping", do you mean to restore the ground to the original condition before installation or do you require landscaping services.

Response 12: Restoration of landscape includes restoring to the original condition found prior to signage installation. No additional landscaping services will be included in this project.

Question 13: Line item 3: Please confirm that this line item includes removal of both the signs and the posts, and installation of new sign and posts?

Response 13: Line item 3 has been revised. Please see Attachment 1 Updated Base Bid Schedule. Line 3 is for the installation of a new 2” Unistrut pole and installation of new street sweeping signage to the newly installed pole. Line item 5 is for the removal of existing poles and signage.

Question 14: Line item 3. Please explain " restoration of concrete", do you mean the restoration of original state of the concrete before removal of the post?

Response 14: Concrete should be restored in such a way that there are no trip hazards or other deformities. If concrete needs to be repoured it will need to be replaced scoreline to scoreline.

Question 15: Do we dispose of the removed signs and posts or do we deliver it to the city?

Response 15: Contractor shall legally dispose of all the signs and posts removed from the project.

Question 16: Will the city Accept a C-32 License?

Response 16: No, a C-32 License will not be allowed. The City will allow a Class A or C-45 or C-61/D-42.

Question 17: What is the engineers estimate?

Response 17: There is no Engineers estimate available for this project.

Question 18: Can we submit the bond electronically or it needs to be send in hardcopy?

Response 18: The bonds shall be submitted electronically.

Question 19: Could you please provide drawings for connection details of 2" Unistrut posts that are to be removed?

Response 19: Existing poles to be removed are not 2" Unistrut's and are existing sign post. No drawings showing the connection details are available.

Attachments:
Attachment 1 – Revised Bid Schedule per Addendum 1
Attachment 2 – Mounting Specifications
Attachment 3 –2" Telespar Specifications
Attachment 4 – Installation Map

Issued by City of West Covina

Attachment 1 – Revised Bid Schedule per Addendum 1

NOTICE TO CONTRACTORS AND INSTRUCTIONS TO BIDDERS
PROPOSAL SCHEDULE

Project No:
25015
Street Sweeping Signage Installation

REVISED BID SCHEDULE PER ADDENDUM 1

Bid Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Install city furnished street sweeping signage to existing street lights using city furnished bracket.	900	EA	$	$
2	Remove existing street sweeping sign and install city furnished street sweeping signage on existing 2" Telespar sign using city furnished bracket.	23	EA	$	$
3	Install city furnished street sweeping signage and new 2" Telespar sign in existing concrete surface. Work shall include restoration of concrete sidewalk.	580	EA	$	$
4	Install city furnished street sweeping signage and new 2" Telespar sign in existing dirt surface. Work shall include restoration of landscaping.	3568	EA	$	$
5	Remove existing street sweeping sign and pole. Work shall include restoration of concrete sidewalk or landscaping where pole is removed.	310	EA	$	$

TOTAL BID AMOUNT IN NUMBERS: $ _____

TOTAL BID AMOUNT IN WORDS: _____

_____

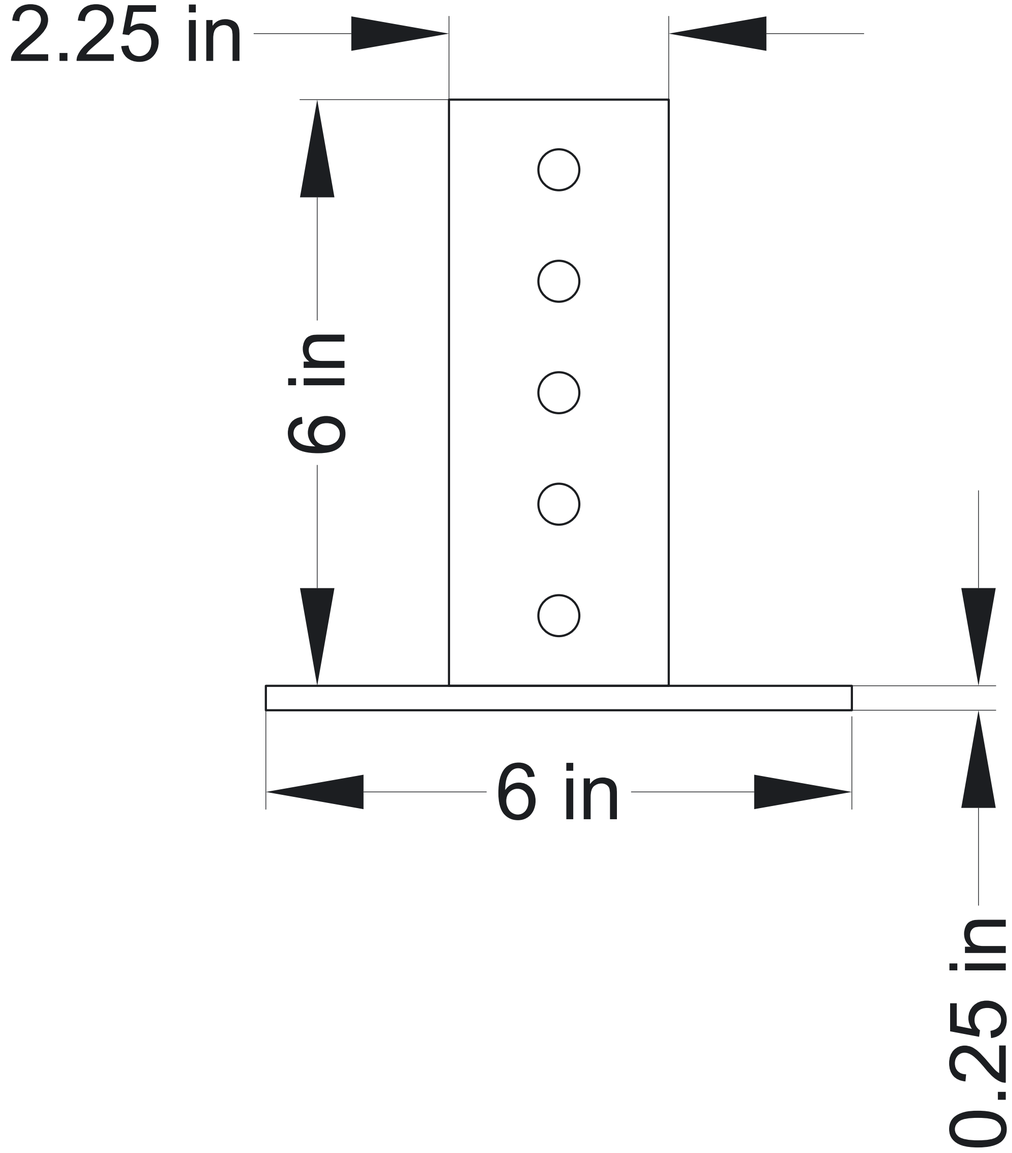
In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WWECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing

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

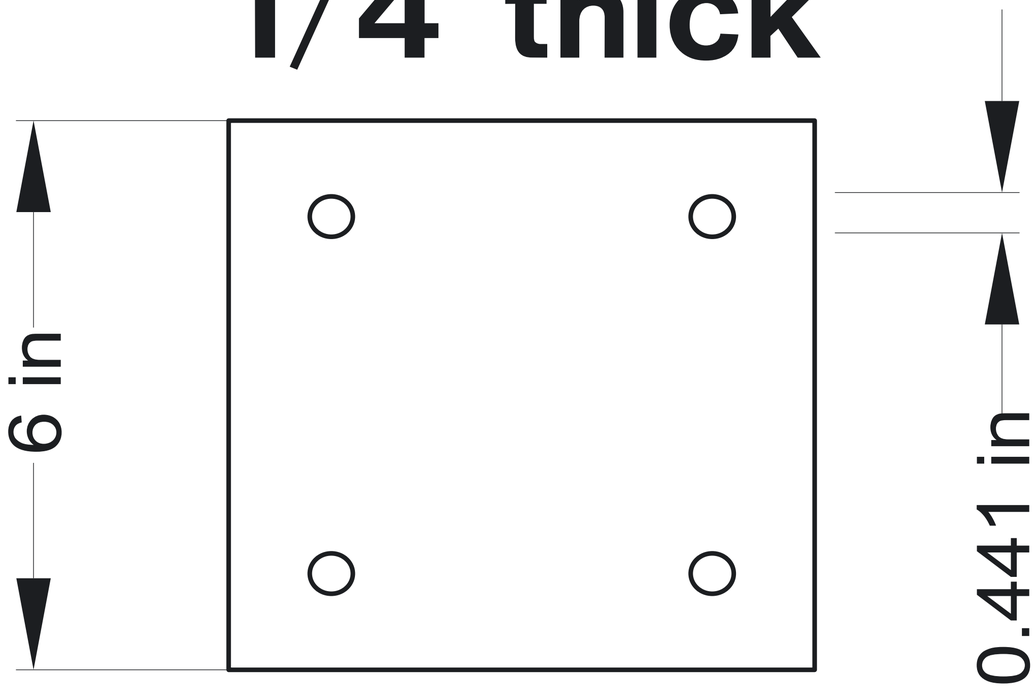
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.
The City reserves the right to add, delete, increase, or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount for the entire project. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices.
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

Attachment 2 – Mounting Specifications

SURFACE MOUNT BASE



6 x 6 inches
1/4 thick



Notes:

Support Channel:

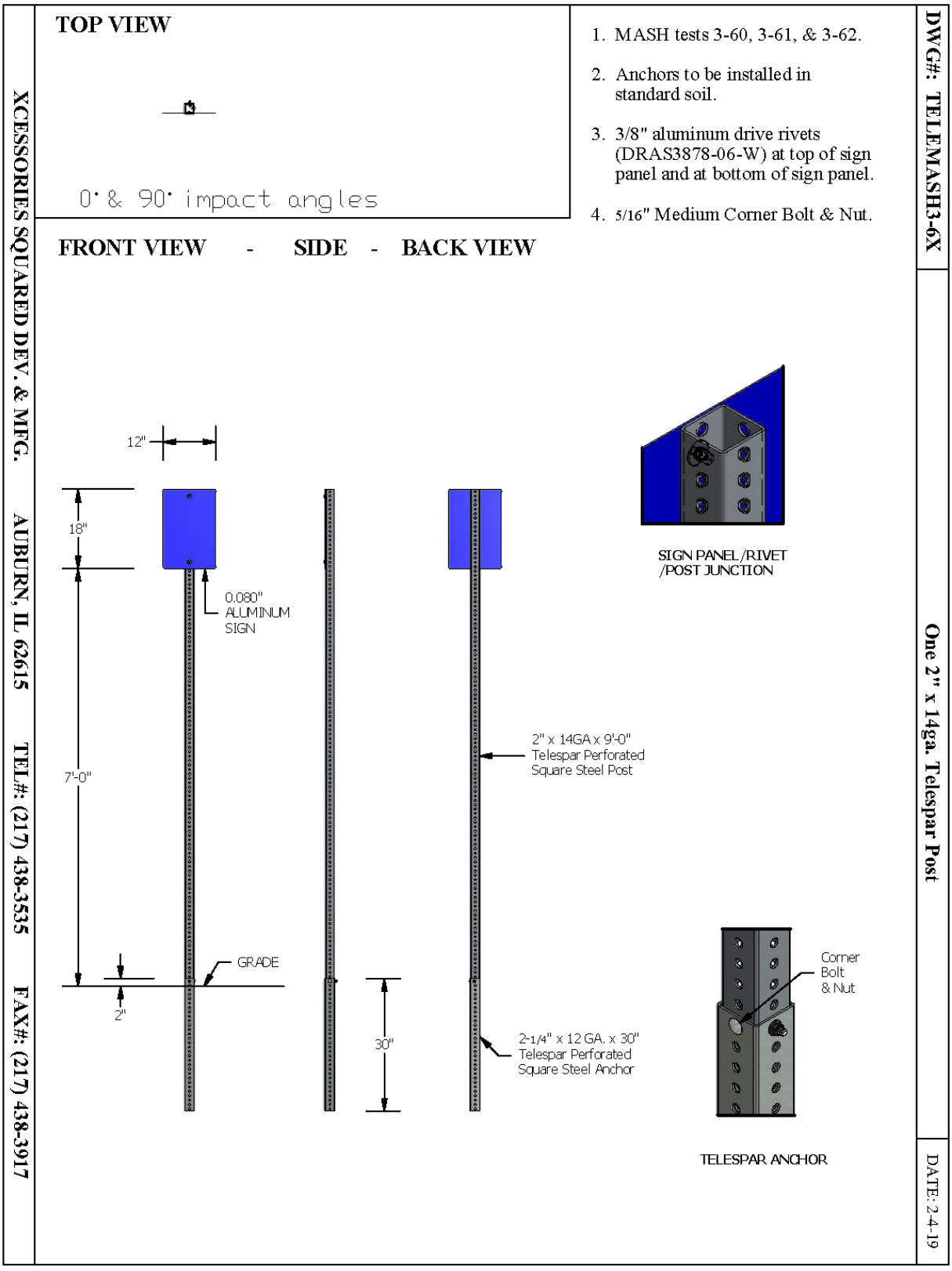
- Horizontal ☐
- Vertical ☐
- Welded Frame ☐

Drafter: MR. DUCK

Date: 12/23/23

Attachment 3 – 2” Unistrut Specifications

APPENDIX A. DETAILS OF TELESPAR SIGN SUPPORT



BROCHURE



allied TUBE & CONDUIT®

TELESPAR® SIGN SUPPORT SYSTEMS

Telespar® Qwik-Punch® Anchoring Accessories

A PART OF

atkore INTERNATIONAL

Telespar®

Sign Support System

The Telespar® Sign Support System system is available with three types of posts: galvanized steel tubing with perforated holes on all four sides, Qwik-Punch® posts, which are made with 1 7/16" knockouts, 1' on the center on all four sides, and the round sign system with socket and wedge. The tubing is produced through a unique manufacturing process that permits tubular sections of different sizes to telescope into the next larger size. It is complemented by a variety of compatible fittings accessories, nuts, bolts, and simple installation tools.

The engineered system of integrated parts enables you to mount signs back-to-back and on adjacent sides. It is designed to make adjustment, reinforcement, and splicing fast and easy. By utilizing a square tube, Telespar® exhibits superior wind load capabilities and torsional stability.

Telespar® is primarily designed for signpost usage but is adaptable for identification signage, parking meter posts, barricades, and numerous other applications.



The Original Telescoping Sign Support System

The Telespar® Advantage

Secure Signage

Using the Allied Tube & Conduit® recommended installation method, street signs are securely fastened to posts with rivets, providing greater torsional and wind load stability. Signs mounted via this method are more securely fastened and cannot easily be removed or loosened from their posts due to severe weather conditions. This differs from the bracket system commonly used with U-channel and standard post systems. These systems utilize small set screws that can be damaged or vandalized easily making replacement necessary.

Easy Installation, Rapid Replacement

Telespar® signposts are installed easily by using either a direct embedded method or breakaway anchor system. Installation can be performed by one-man at ground level, eliminating the need for bucket trucks and similar heavy equipment. Replacement is just as easy, having minimal tool requirements.

Safety

The Telespar® Sign Support System was the first to be used effectively in a yielding breakaway concept for small sign-support systems. They are FHWA approved and in compliance with AASHTO specifications.

Art from actual INDOT (Indiana Department of Transportation) installation.

Reduced materials needed per installation

Using Telespar® drastically cuts your material costs. Its greater strength and superior stability allow you to use single post installations instead of U-Channel's double post, cutting your material needs in half!

Three Types of Posts to Meet Your Needs

One of the keys to the Telespar® Sign Support System's versatility and ease of installation is its three convenient methods for mounting signage.

Round Sign System

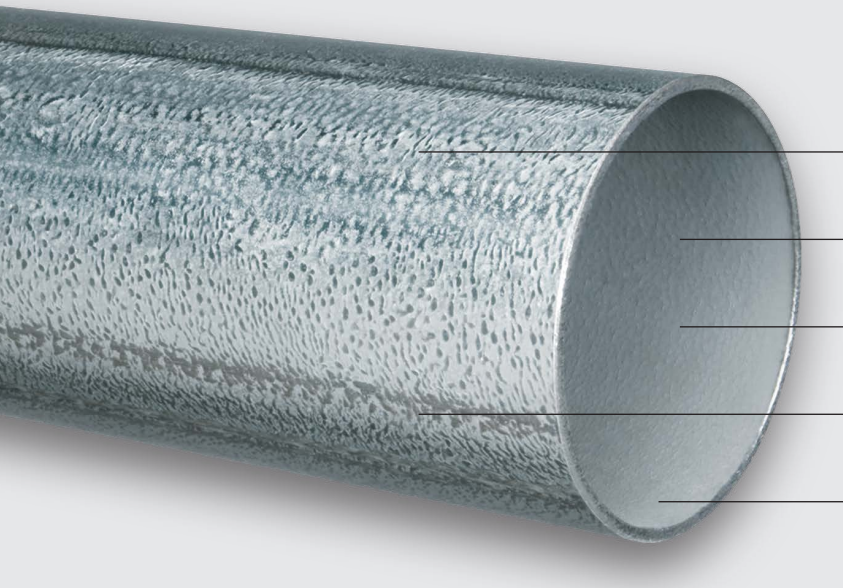
The Telespar® round sign system with socket and wedge provides superior corrosion resistance and strength benefits, demonstrating 50ksi yield strength resulting from the signature inline galvanizing process by Allied Tube & Conduit®. This highly durable product enables you to reduce replacement and repair costs caused by standard wear and tear.

Posts with Pre-Punched Holes

Telespar® square posts with 7⁄16" pre-punched holes on 1" centers are corner welded to allow smooth telescoping action.

Posts with Knockouts

Qwik-Punch® posts are made with 7⁄16" knockouts, 1" on the center, on all four sides. This feature allows workers in the field to quickly punch holes exactly where they are needed, leaving the balance of the post with a smooth unbroken appearance. These posts offer the same telescoping action and easy installation as standard Telespar® posts.



Round Sign System Specification

ELEMENTS OF SECTION

O.D./Gauge (in)	Wall Thickness (in)	Weight (lb / ft)
2.375 x 10	0.134	3.2101
2 .375 x 12	0.109	2.6404
2.375 x 13	0.095	2.3155
2.375 x 14	0.083	2.0336
2.375 x 16	0.065	1.6051
2.875 x 12*	0.109	3.1444

*** Used for Anchors Stocked in 10' and 12' lengths. Other lengths are available upon request.**

Easily adjustable via telescoping

Corner welded for smooth telescoping action

Square shape allows signs to be mounted on all four sides

Square tubing for greater wind load capabilities and torsional stability

Galvanized steel tubing for superior corrosion resistance



Note: Steel conforms to ASTM A1011 Grade 50; Galvanizing meets ASTM A-653

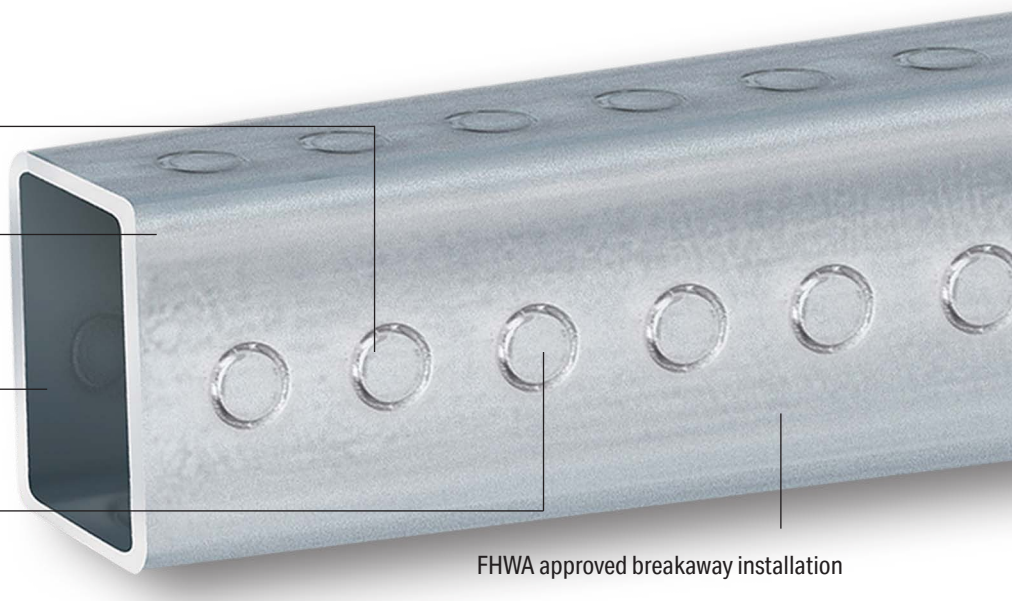
7/16" Pre-punched holes

Signs mount with drive rivets for easy installation and tamper resistance

Smooth unbroken appearance

Inline zinc coating complies with AASHTO M-120

7/16" knockouts on all four sides



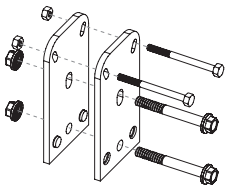
FHWA approved breakaway installation

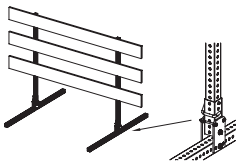
Tube Size (in)	Wall Thickness U.S. Std. Gauge & Inch	Area (sq in)	Wt./Ft. (lb)	I (in^4)	s (in^3)	r (in)
1¾ x 1¾	14 (0.083)	0.392	1.71	0.201	0.230	0.716
2 x 2	14 (0.083)	0.474	1.99	0.296	0.296	0.790
1½ x 1½	12 (0.105)	0.380	1.70	0.129	0.172	0.582
1¾ x 1¾	12 (0.105)	0.485	2.06	0.231	0.264	0.690
2 x 2	12 (0.105)	0.590	2.42	0.372	0.372	0.794
2¼ x 2¼	12 (0.105)	0.695	2.77	0.561	0.499	0.898
2½ x 2½	12 (0.105)	0.803	3.14	0.804	0.643	1.001
2 3/16 x 2 3/16	10 (0.135)	0.841	3.43	0.605	0.553	0.848
2½ x 2½	10 (0.135)	1.010	4.01	0.979	0.783	0.985
1¾ x 1¾ QP	14 (0.083)	0.392	1.88	0.201	0.230	0.716
2 x 2 QP	14 (0.083)	0.474	2.16	0.296	0.296	0.790

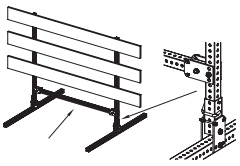
I = Moment of Inertia s = Section Modulus r = Radius of Gyration

Telespar® Type III Barricade

Safety and Convenience in One Simple Package









Requirement: High-strength yet safe temporary barricade

Fulfillment: Telespar® Type III Barricade

Easy to Use
- Easily stored, transported, and installed
- Legs are detachable
- No welding required

Safety Features
- FHWA/NCHRP 350 approved
- Temporary, yet crashworthy
- Yielding breakaway
- Minimal damage to impacting vehicle
- Reusable after collision

Barricade Assembly Guidelines
Required hardware for each connecting point
- TL132-Z Shear Pin Barricade Plate (2ea)
- ⅜-16 x 3 grade 8 flange bolt and serrated flange nut (2ea)
- ¼-20 x 3 grade 2 hex hd shear bolt and hex nut (2ea)

To fulfill your temporary barricade needs, contact Allied Tube & Conduit® at 800-882-5543.

Anchoring Options



Installation Guidelines

1. Drive a minimum 30" piece of 12 gauge Telespar® (anchor) into the soil until only 1-2 inches are left exposed. For a 2-piece anchor, use an 18" piece of tubing for a sleeve, one size larger than the anchor. It is advisable to drive the anchor and sleeve together making sure the holes are aligned.
2. Attach the sign to the post at the desired height using drive rivets or bolts.
3. Insert the signpost, which is one size smaller than the anchor, approximately 6-8 inches into the anchor base.
4. Bolt the signpost to the anchor assembly with a corner bolt.
5. When installing in concrete use a pneumatic hammer or concrete drill to break through the surface, the anchor assembly is driven to within 1" of the surface to allow attachment of the signpost. If a flush installation is desired clearance should be recessed on two sides to clear the bolt for signpost connection.
6. To install in asphalt, drive the anchor assembly through the blacktop into the subsoil from ground level. Once the anchor is through the blacktop, use the same instructions as for soil installations.

Anchor Type	Description	Unique Feature
Primary		
Single Breakaway Anchor	Can be used by one man working at ground level using manual or power equipment.	Minimum installation time
Two- Piece Breakaway Anchor Breakaway Anchor	Can be created by adding an outer sleeve to the original anchor base. This provides a double wall thickness to create a breakaway function.	Yielding breakaway system
Secondary		
Heavy Duty Anchor	For use with larger signposts. The heavy wall eliminates the need for a stiffener sleeve enabling the signpost to break on impact.	Works well in concrete and areas of high impact
Stabilization Anchor Sleeve	Attaches to a single anchor with corner bolt then bolted through the post at top of the anchor. Should always be attached to the corner farthest from traffic.	For use with soft or drop-off shoulders in loose or sandy soil
Omni-Directional Anchor	Designed specifically for ease of installation in loose soil conditions enabling the post to perform well when impacted.	Easily retrofitted to correct problem installations
Slip Base Breakaway System	For use with larger signs when the post is too strong to perform a normal breakaway function. Allows the unit to slip away without creating an unacceptable impact condition.	One of the most economical replacements in the industry

Note: The Telespar® Sign Support System can be directly embedded manually using a drive cap and sledge, with a pneumatic hammer or by means of self-contained power equipment.

Telespar® Temporary Sign Skids

Put Your Construction Project on Easy Street

Nobody likes construction delays, the sooner the job is completed, the better it is for everyone. Telespar® temporary sign skids can help you get the job done quicker. This easy to assemble, simple to maneuver system, enables you to set up and reposition your signage quickly, allowing more time for performing the task at hand.

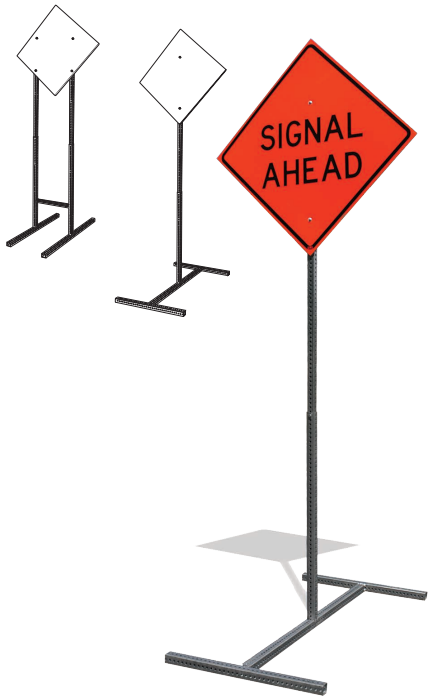
Requirement: High-strength yet safe temporary barricade.

Fulfillment: Telespar® Type III Barricade

Easy to Assemble
- Pre-assembled kits
- Pre-manufactured components
- Eliminates the need to drive posts into the ground

Safety
- Crashworthy
- FHWA & NCHRP 350 approved

Simple to Maneuver
- Adjustable base
- Telescopic for varied heights
- Detachable leg allows compact stacking
- Reusable



To fulfill your temporary sign skid needs, contact Allied Tube & Conduit® at 800-882-5543.

Fasteners

The Corner Bolt

Nobody likes construction delays. The sooner the job is completed, the better it is for everyone. Telespar® temporary sign skids can help you get the job done quicker. This easy to assemble, simple to maneuver system, enables you to set up and reposition your signage quickly, allowing more time for performing the task at hand.

Drive Rivets

Drive rivets provide the convenience of a one-piece fastener with effective tamper-resistant design and fast installation requiring only a hammer.

Hex Nuts and Bolts

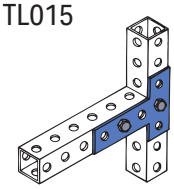
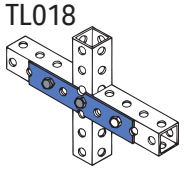
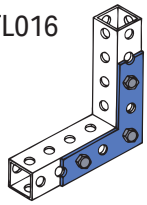
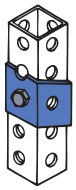
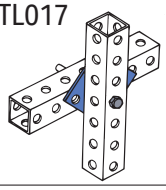
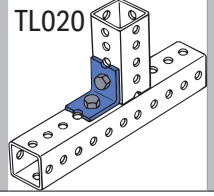
Standard hex nuts and bolts can also be used to connect components. A special jam nut is available to help form a permanent tamper resistant connection.

Lock Pins

The lock pin allows for a quick temporary connection between telescoping tube sections. Simply align holes between sections, insert the lock pin and allow it to drop into a locking position.

Fittings

In addition to the above-listed fasteners, the fittings in the chart below also can be used with the Telespar® system

	Fittings	Tube Size (in)	Cutting Dimensions* (in)	Fittings	Tube Size	Cutting Dimensions* (in)
	TL015 	1½ sq 1¾ sq 2 sq 2¼ sq 2½ sq Both tubes must be the same size	1 3/16 1 1/16 15/16 13/16 11/16	TL018 	1½ sq 1¾ sq 2 sq 2¼ sq 2½ sq	1 3/16 1 1/16 15/16 13/16 11/16
	TL016 	1½ sq 1¾ sq 2 sq 2¼ sq 2½ sq Both tubes must be the same size	1 3/16 1 1/16 15/16 13/16 11/16	TL019 	1½ sq 1¾ sq 2 sq 2¼ sq 2½ sq	
	TL017 	1½ sq 1¾ sq 2 sq 2¼ sq 2½ sq		TL020 	1½ sq 1¾ sq 2 sq 2¼ sq 2½ sq	1 1 1 1 1

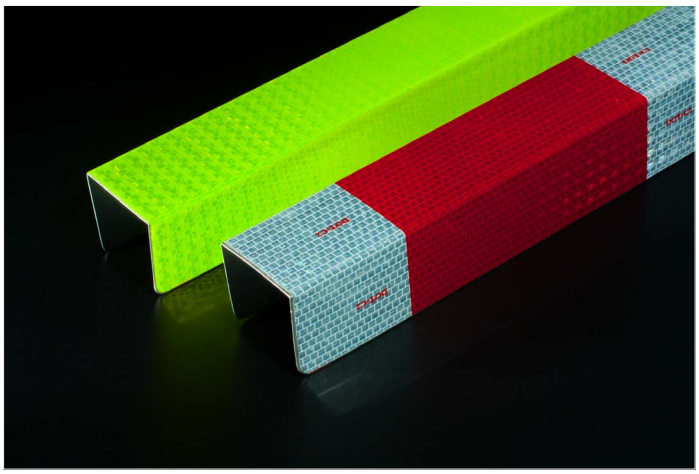
* Distance from edge of tube to center of first hole.

Telespar®

Reflective Sleeving

The Telespar® Reflective Sleeving Advantage

- Low-cost safety enhancement
- Easy-to-install
- Manual on Uniform Traffic Control Devices (MUTCD) compatible
- Comes pre-punched with rivets
- Mitigates tort liability
- Increases visibility for vehicles and pedestrians
- Comes in a variety of color
- Great on highways and rural roads



Enhances visibility of older signs

Colors

- Red and white
- Florescent yellow / green
- Florescent yellow
- Red
- Yellow
- Orange
- White
- Blue

Sizes

- 2" x 2" x 48"
- 2" x 2" x 72"
- 2.5" x 2.5" x 72"





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Attachment 4 – Installation Map

City of West Covina

Alternate Side & Alternate Day Posting Tuesday 10 AM – 2 PM

Alternate Side & Alternate Day Posting Tuesday 10 AM – 2 PM

7 AM – 11 AM

10 AM – 2 PM

1 PM – 4 PM

Alternate Side & Alternate Day Posting Tuesday 10 AM – 2 PM

Monday

Posting Division

Route Boundary

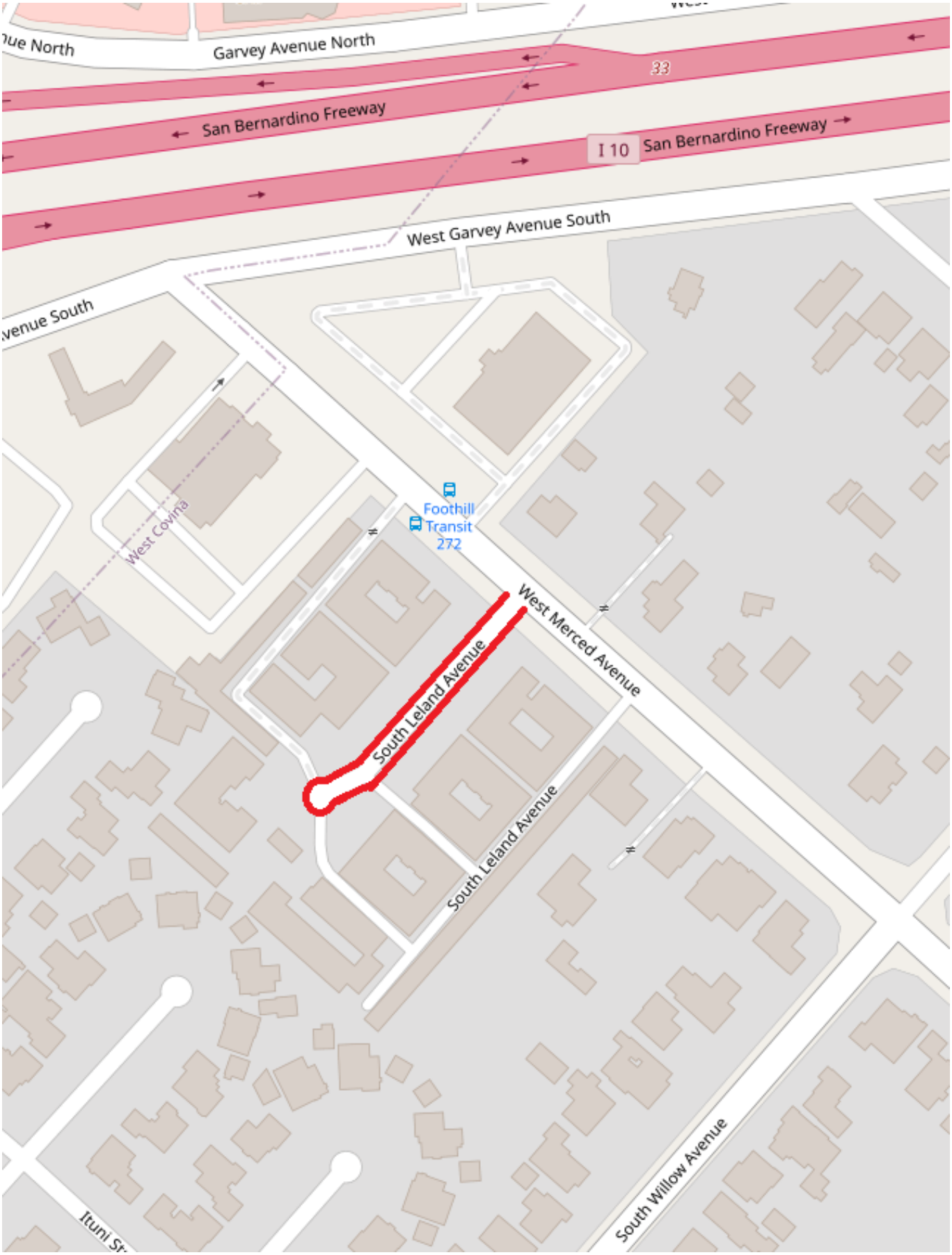
Proposed **Weekly** Sweeping Route Map

Prepared by N.E.S.



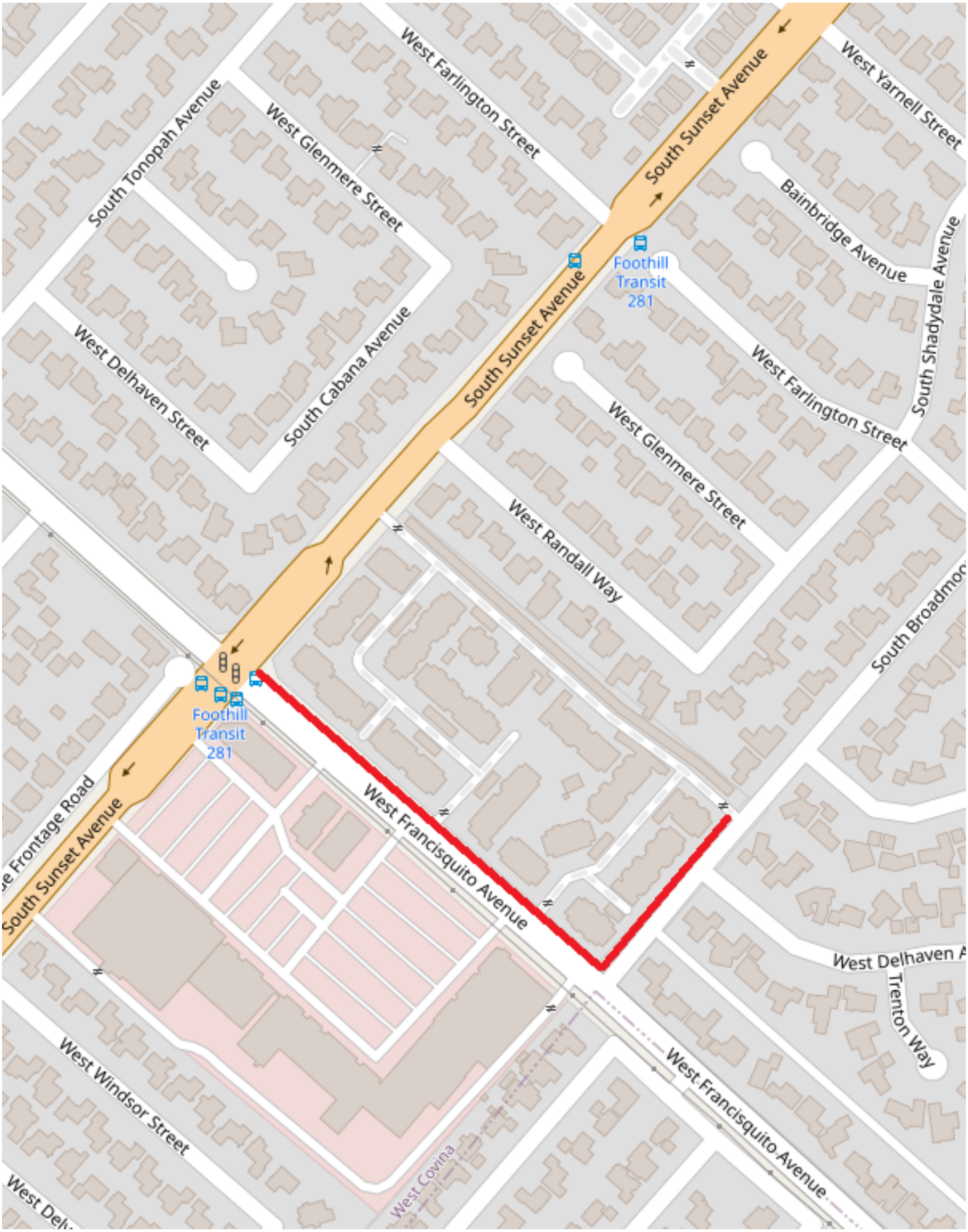
Monday Route

Tuesday 10 AM – 2 PM



Monday Route

Tuesday 10 AM – 2 PM



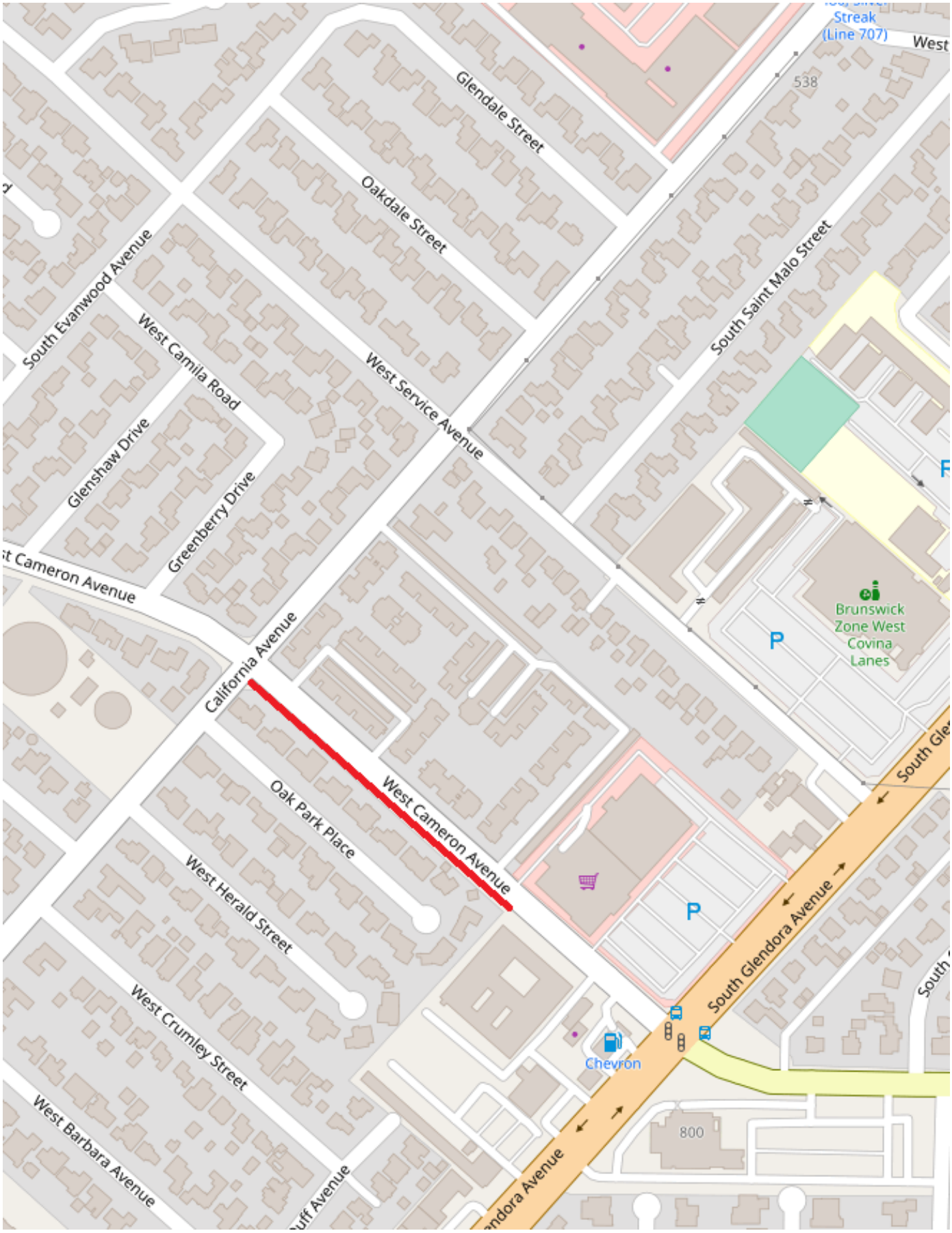
Monday Route

Tuesday 10 AM – 2 PM



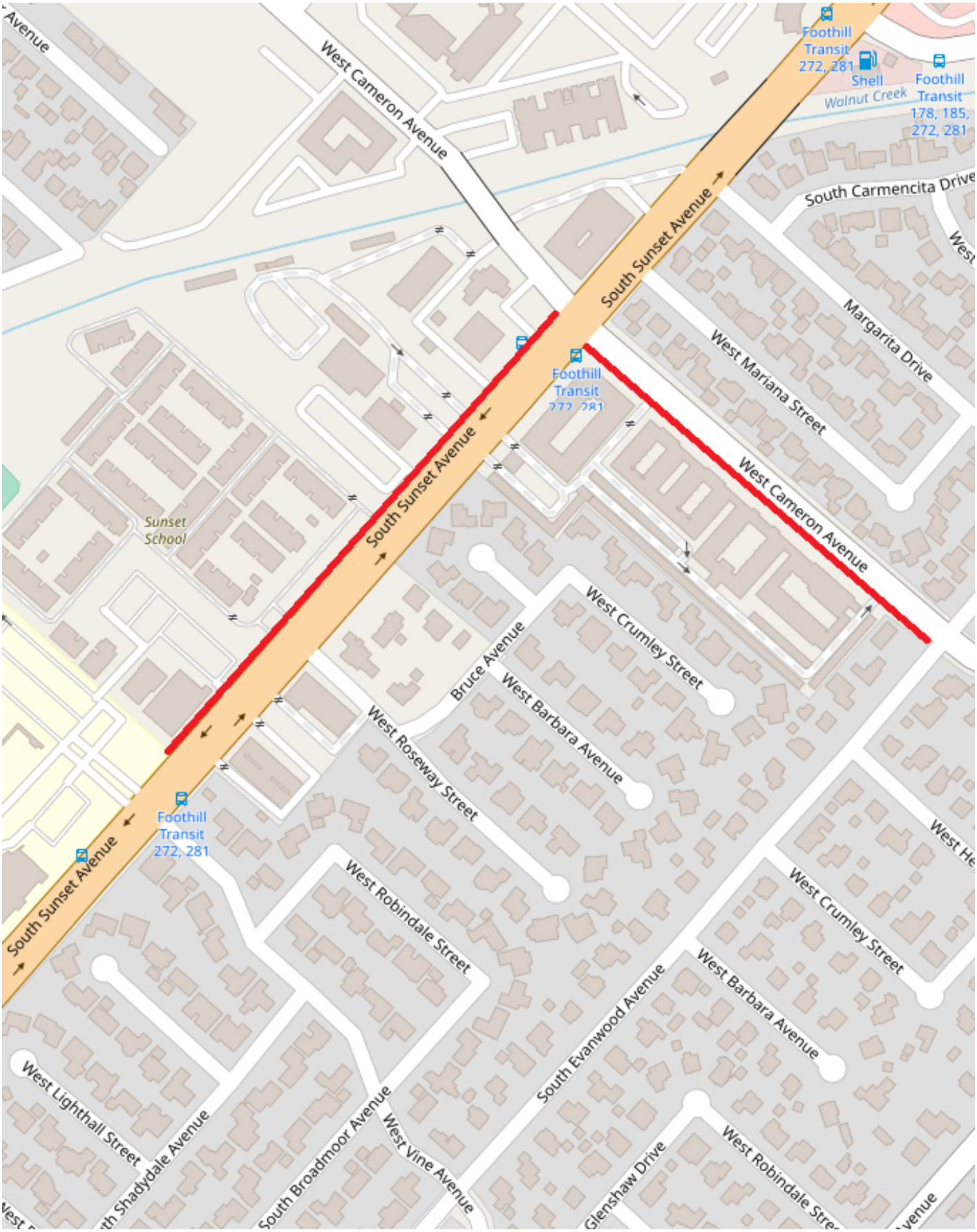
Monday Route

Tuesday 10 AM – 2 PM



Monday Route

Tuesday 10 AM – 2 PM

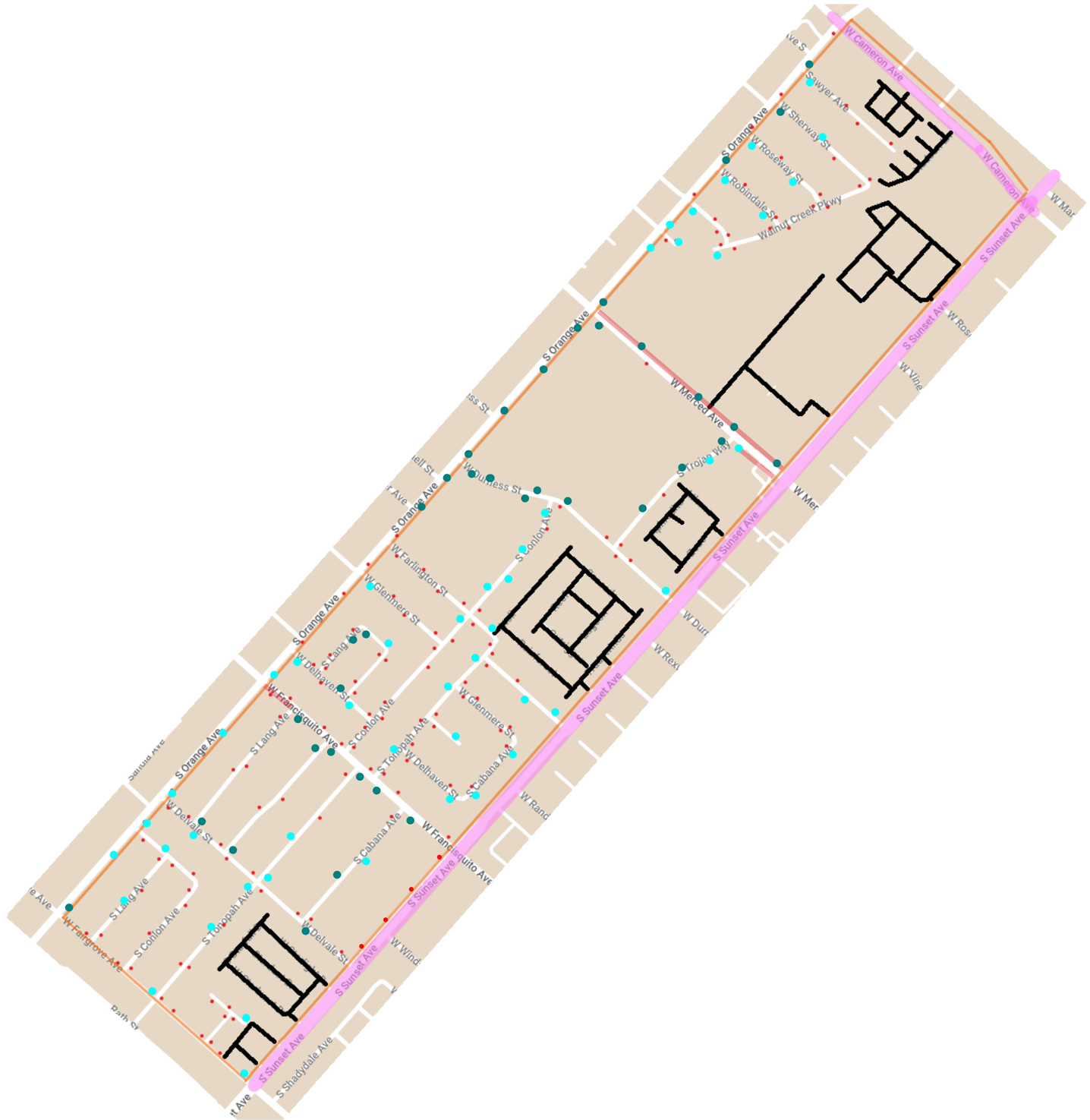


Monday Route

Tuesday 10 AM – 2 PM



MONDAY 7 AM to 11 AM (1 of 2)



New Pole Dirt (125)
New Pole Concrete (38)
Streetlight (49)
Existing Pole
Remove and Replace

7 AM to 11 AM Posting

Commercial

MONDAY 7 AM to 11 AM (2 of 2)



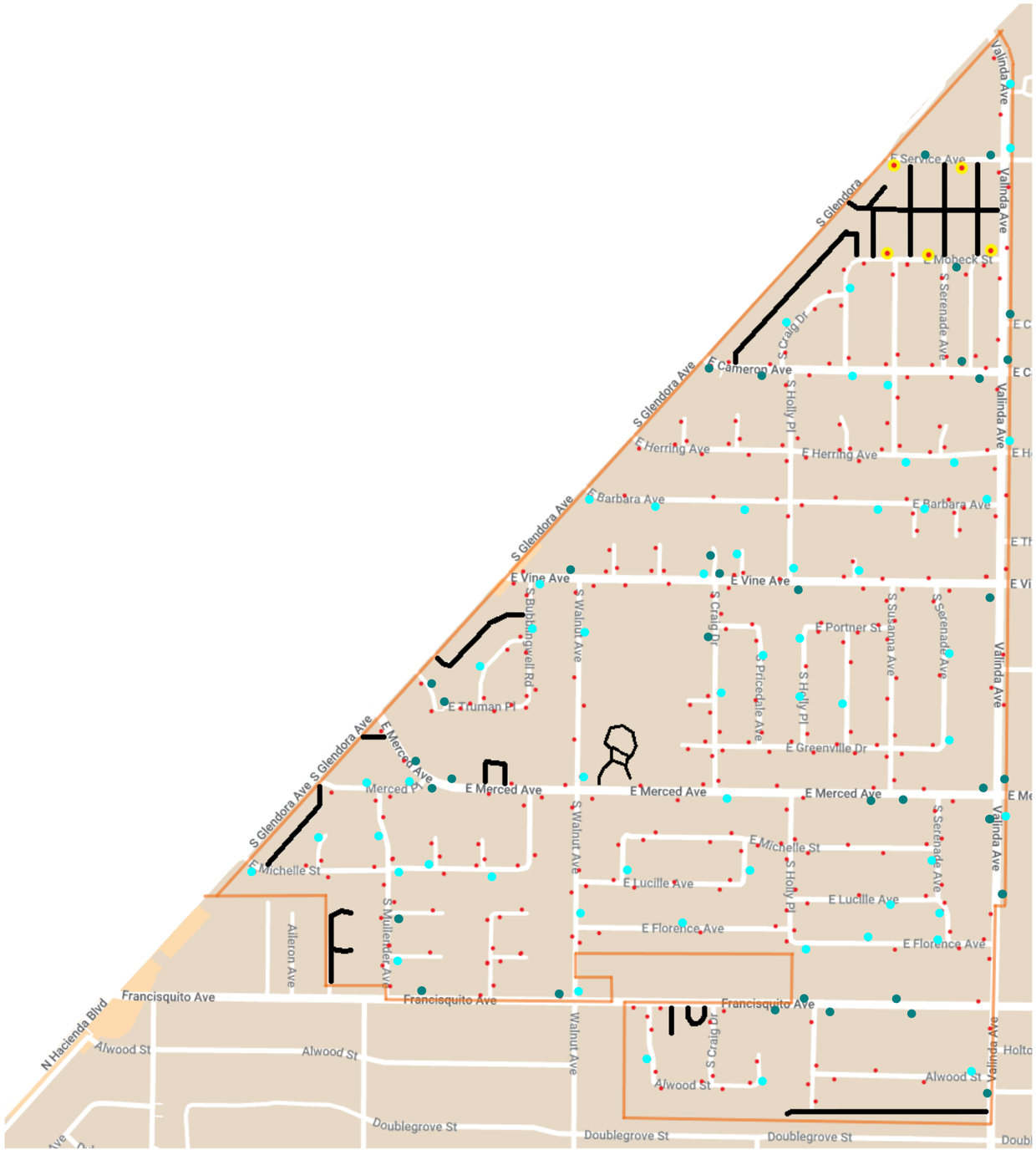
New Pole Dirt (380)
New Pole Concrete (52)
Streetlight (92)
Existing Pole
Remove and Replace

10 AM to 2 PM Posting

Alternate Side/Alternate Day Posting
Tuesday 10 AM to 2 PM

Commercial

MONDAY 10 AM to 2 PM (1 of 1)



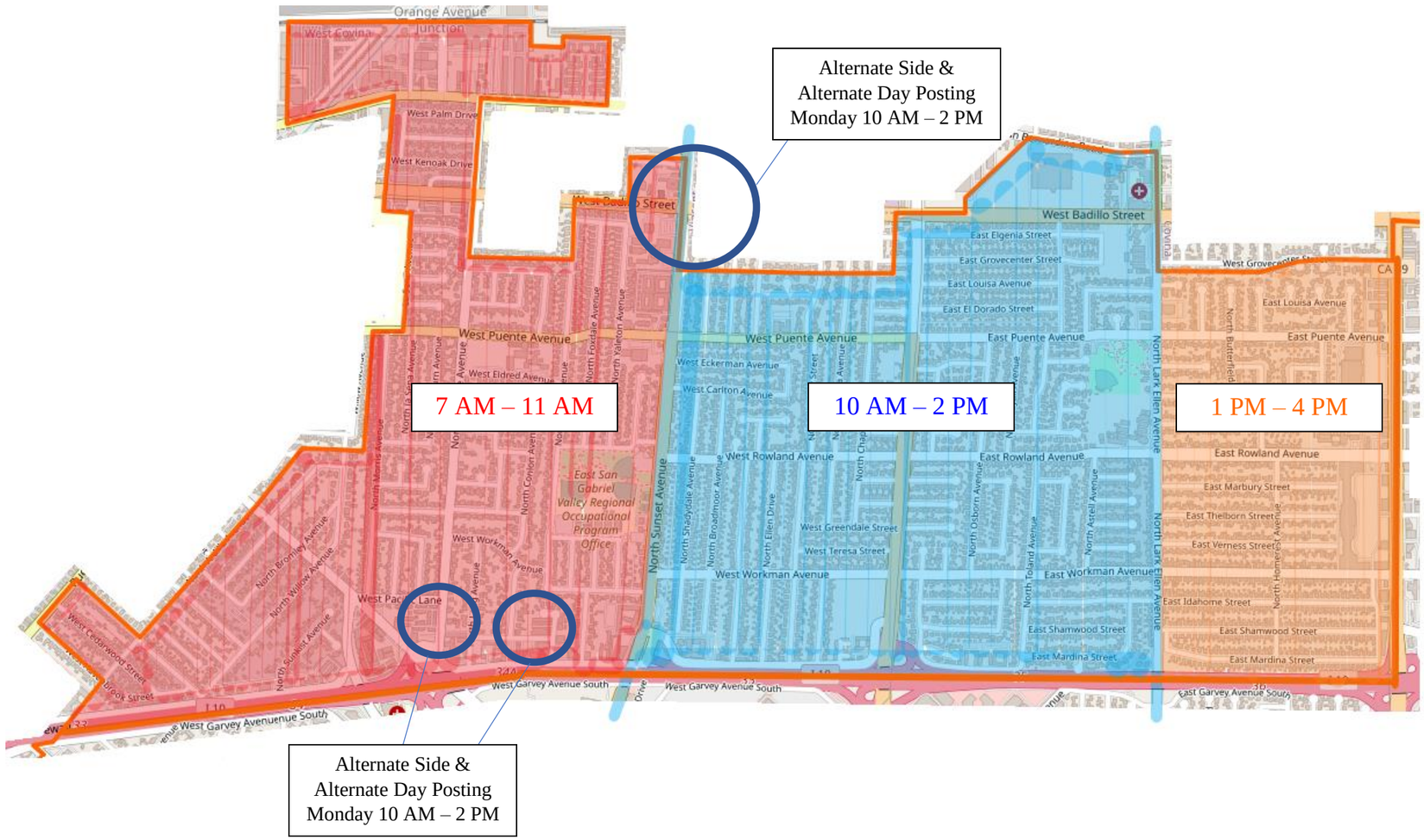
New Pole Dirt (278)
New Pole Concrete (38)
Streetlight (56)
Existing Pole (0)
Remove and Replace (0)

1 PM to 4 PM Posting

Alternate Side/Alternate Day Posting
Tuesday 10 AM to 2 PM

MONDAY 1 PM to 4 PM (1 of 1)

City of West Covina



Tuesday

Posting Division

Route Boundary

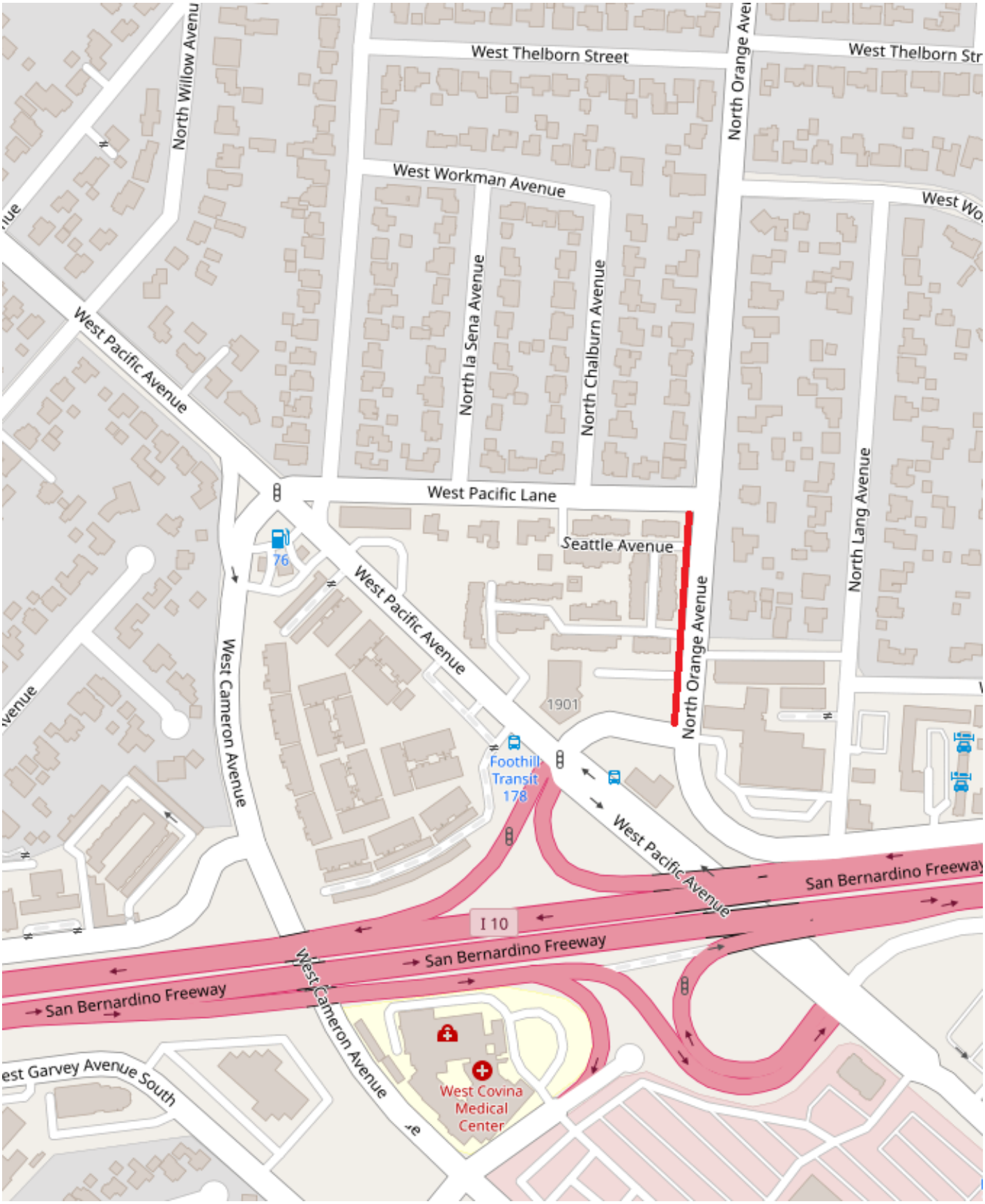
Proposed **Weekly** Sweeping Route Map

Prepared by N.E.S.



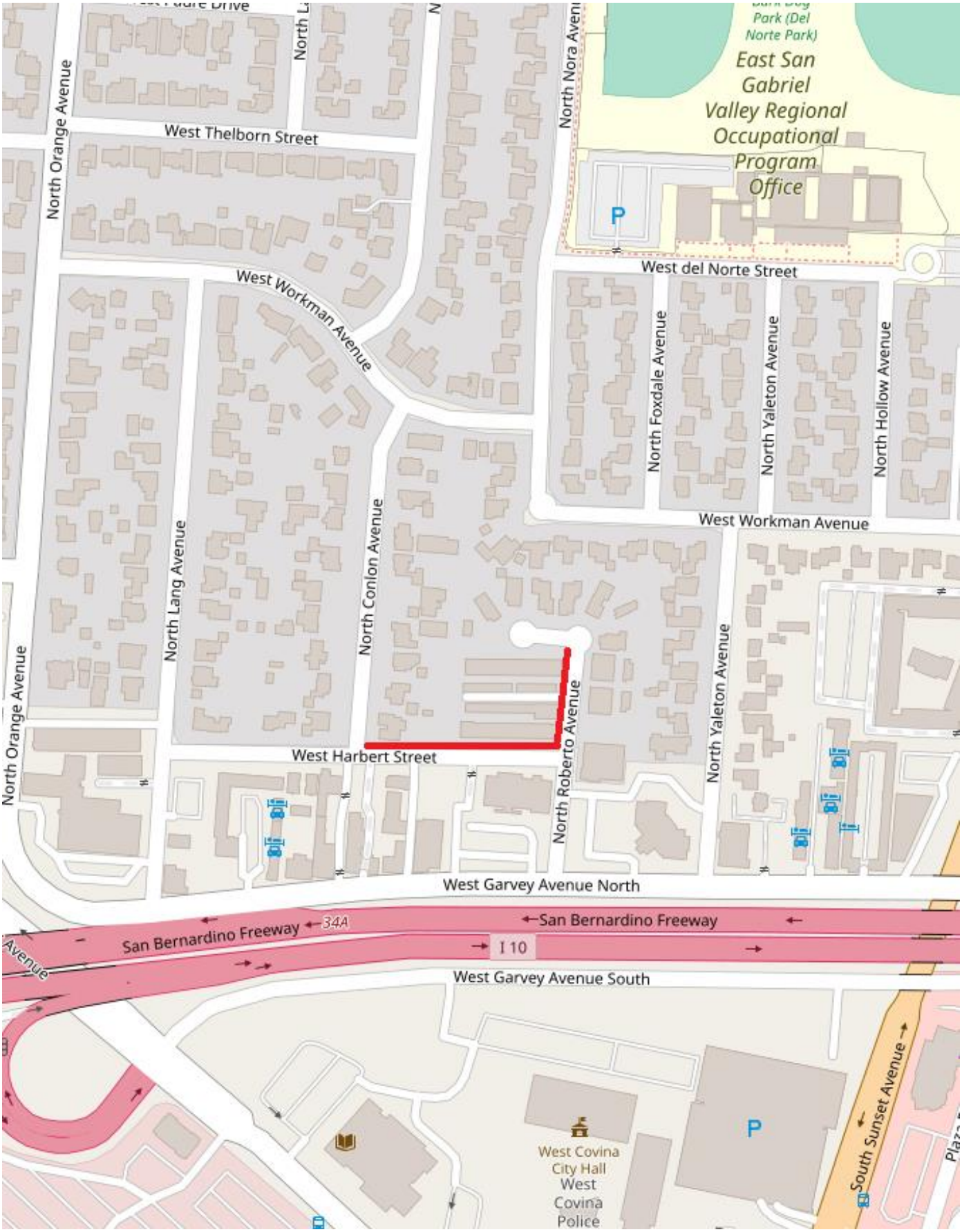
Tuesday Route

Monday 10 AM – 2 PM



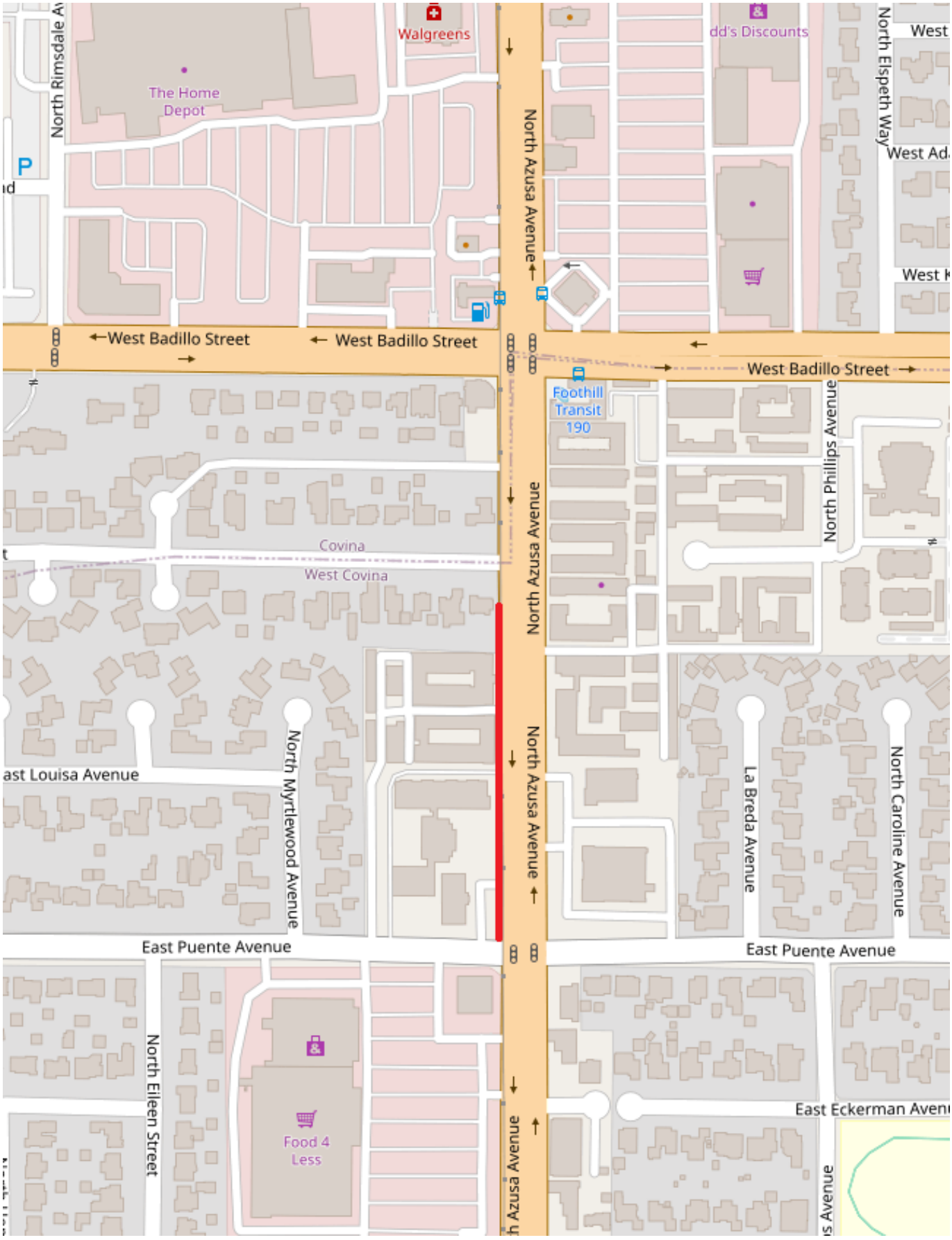
Tuesday Route

Monday 10 AM – 2 PM



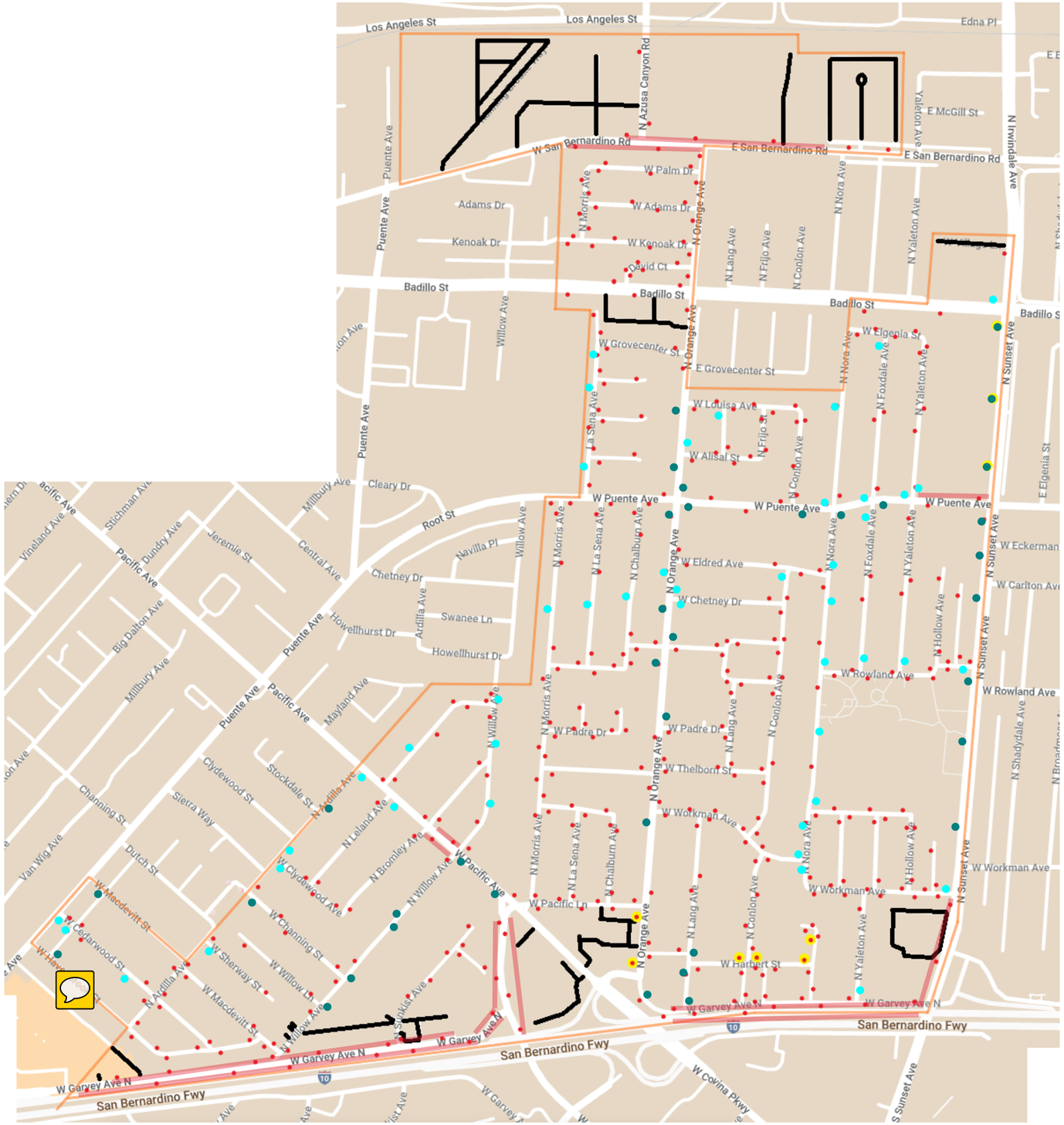
Tuesday Route

Monday 10 AM – 2 PM



Tuesday Route

Monday 10 AM – 2 PM

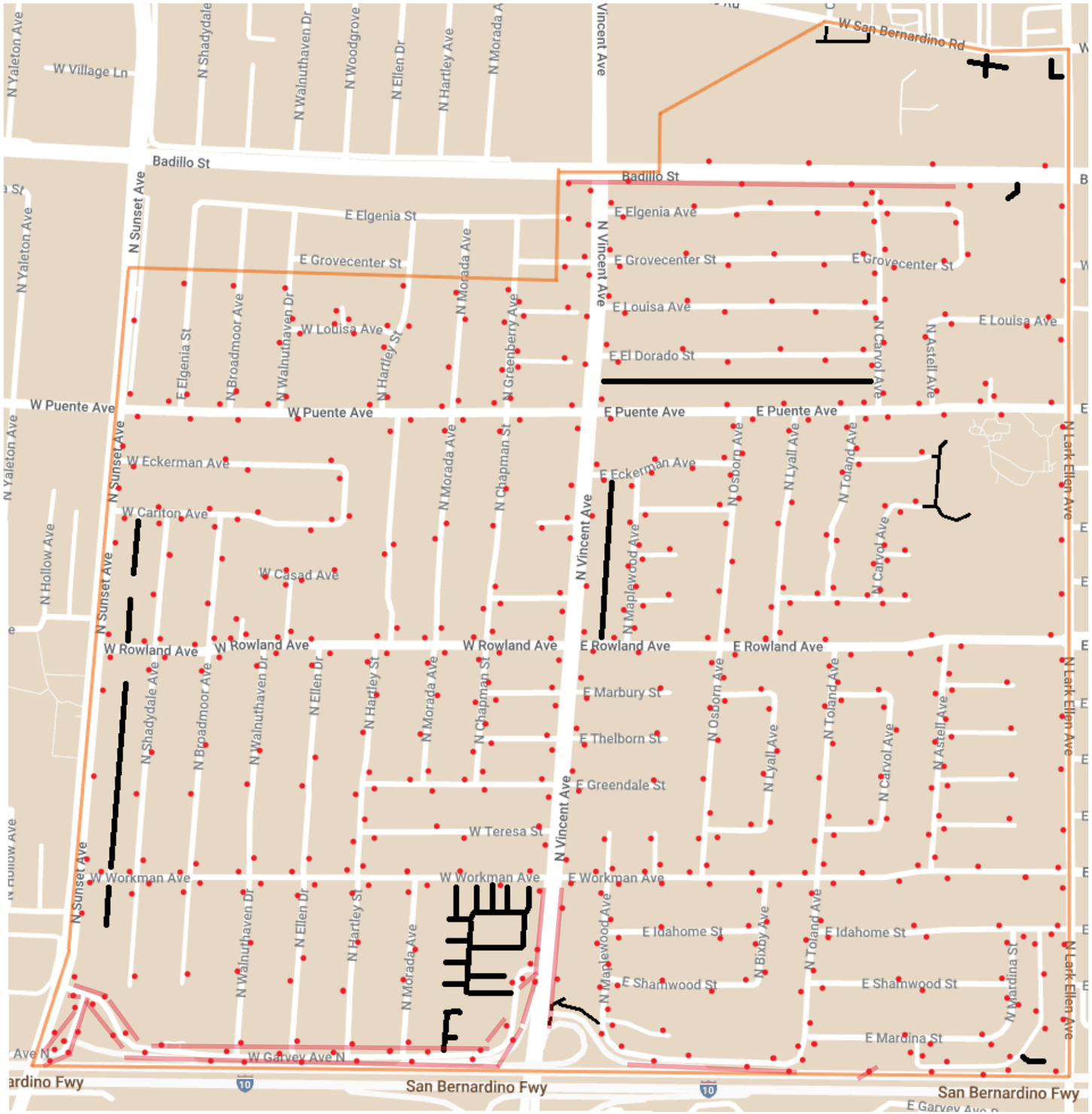


- New Pole Dirt (324)
- New Pole Concrete (38)
- Streetlight (42)
- Existing Pole (0)
- Remove and Replace (0)

7 AM to 11 AM Posting

Alternate Side/Alternate Day Posting
Monday 10 AM to 2 PM

TUESDAY 7 AM to 11 AM (1 of 1)



New Pole Dirt (394)
New Pole Concrete (139)
Streetlight ()
Existing Pole (0)
Remove and Replace (0)

Signs

Tuesday 10 AM to 2 PM = 569

10 AM to 2 PM Posting

TUESDAY 10 AM to 2 PM (1 of 1)

1” equals 650’



New Pole Dirt (133)
New Pole Concrete (0)
Streetlight (43)
Existing Pole (0)
Remove and Replace (0)

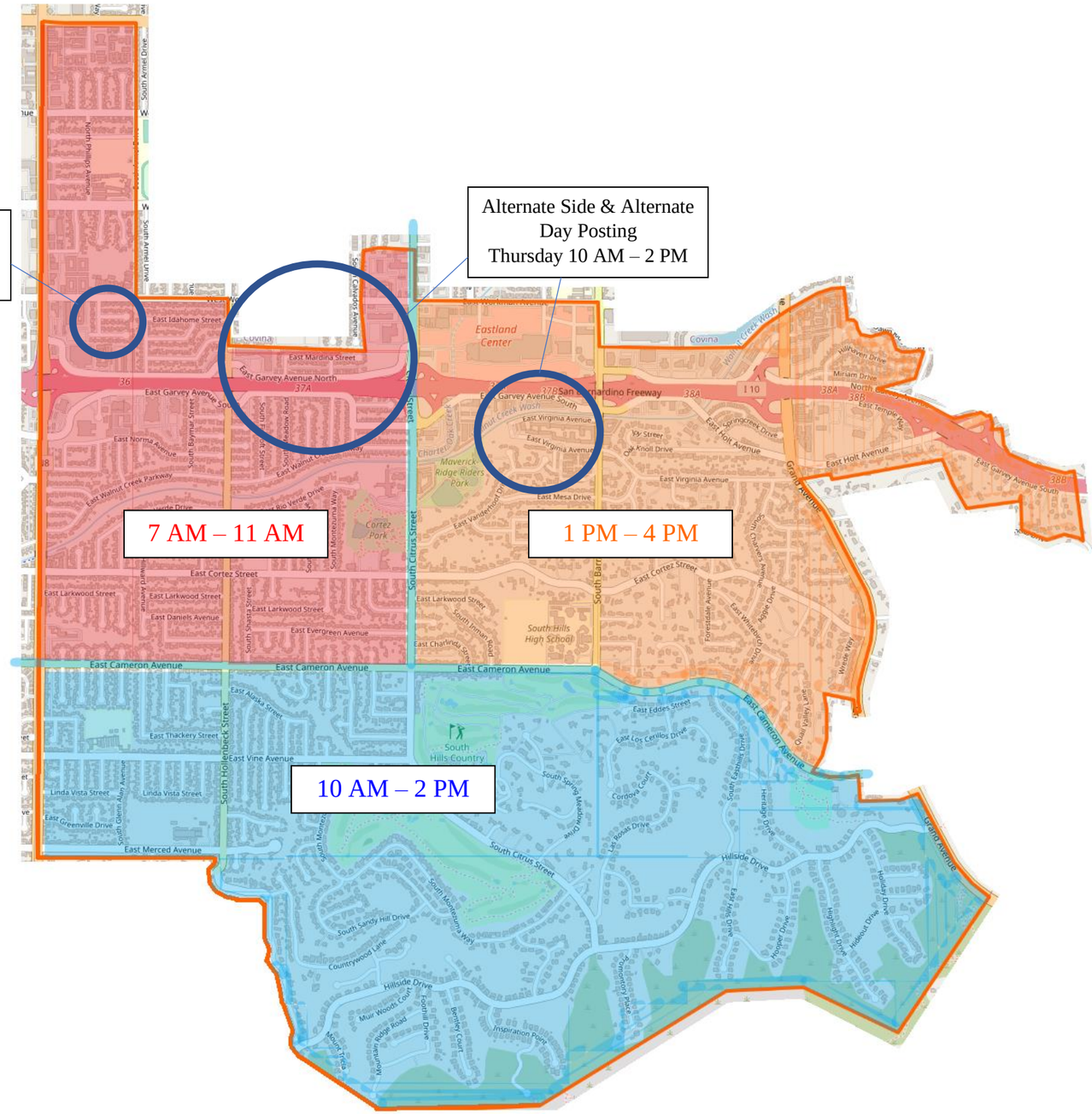
1 PM to 4 PM Posting

TUESDAY 1 PM to 4 PM (1 of 1)

City of West Covina

Alternate Side & Alternate Day Posting Thursday 10 AM – 2 PM

Alternate Side & Alternate Day Posting Thursday 10 AM – 2 PM



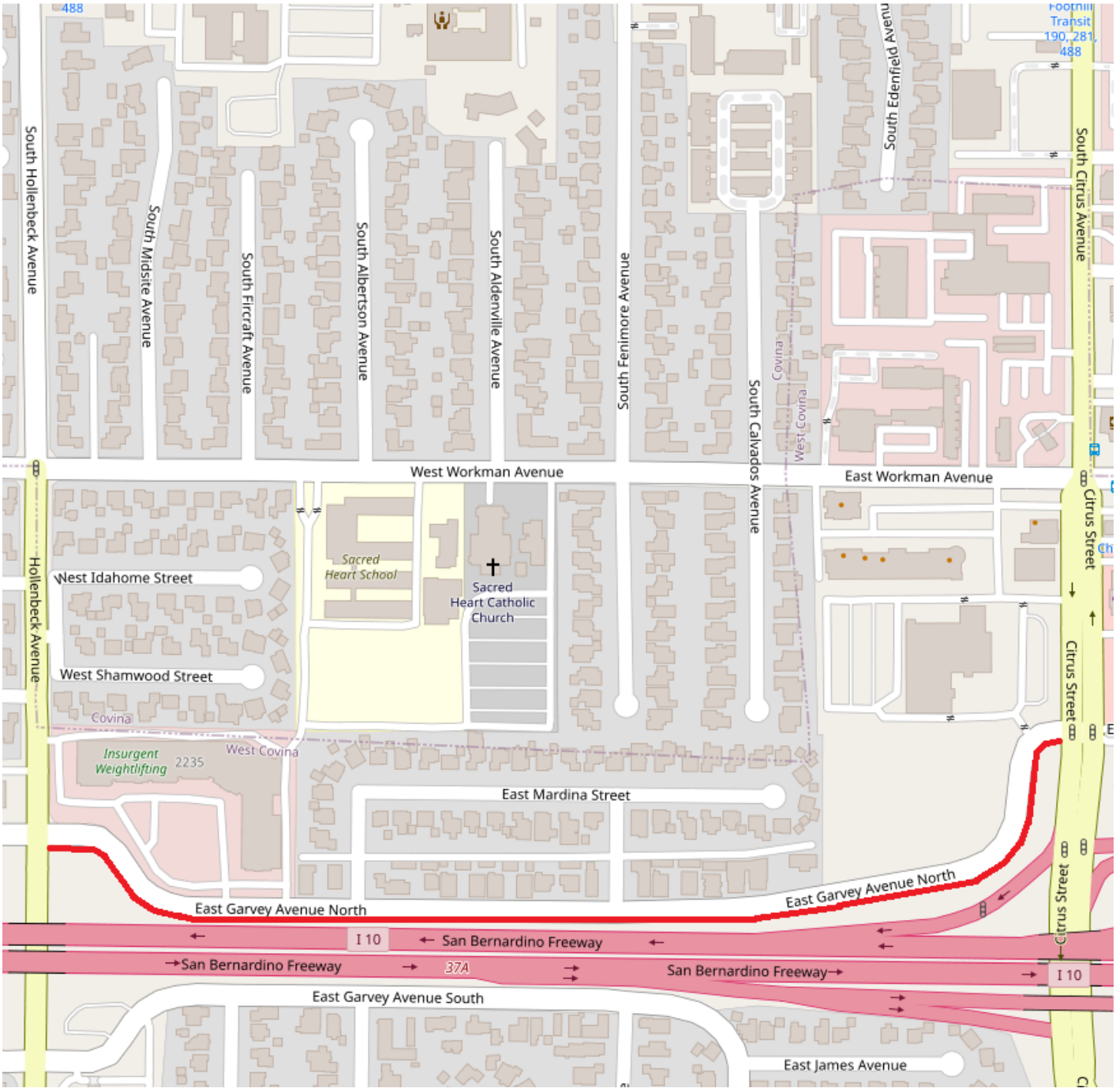
Wednesday

Posting Division

Route Boundary

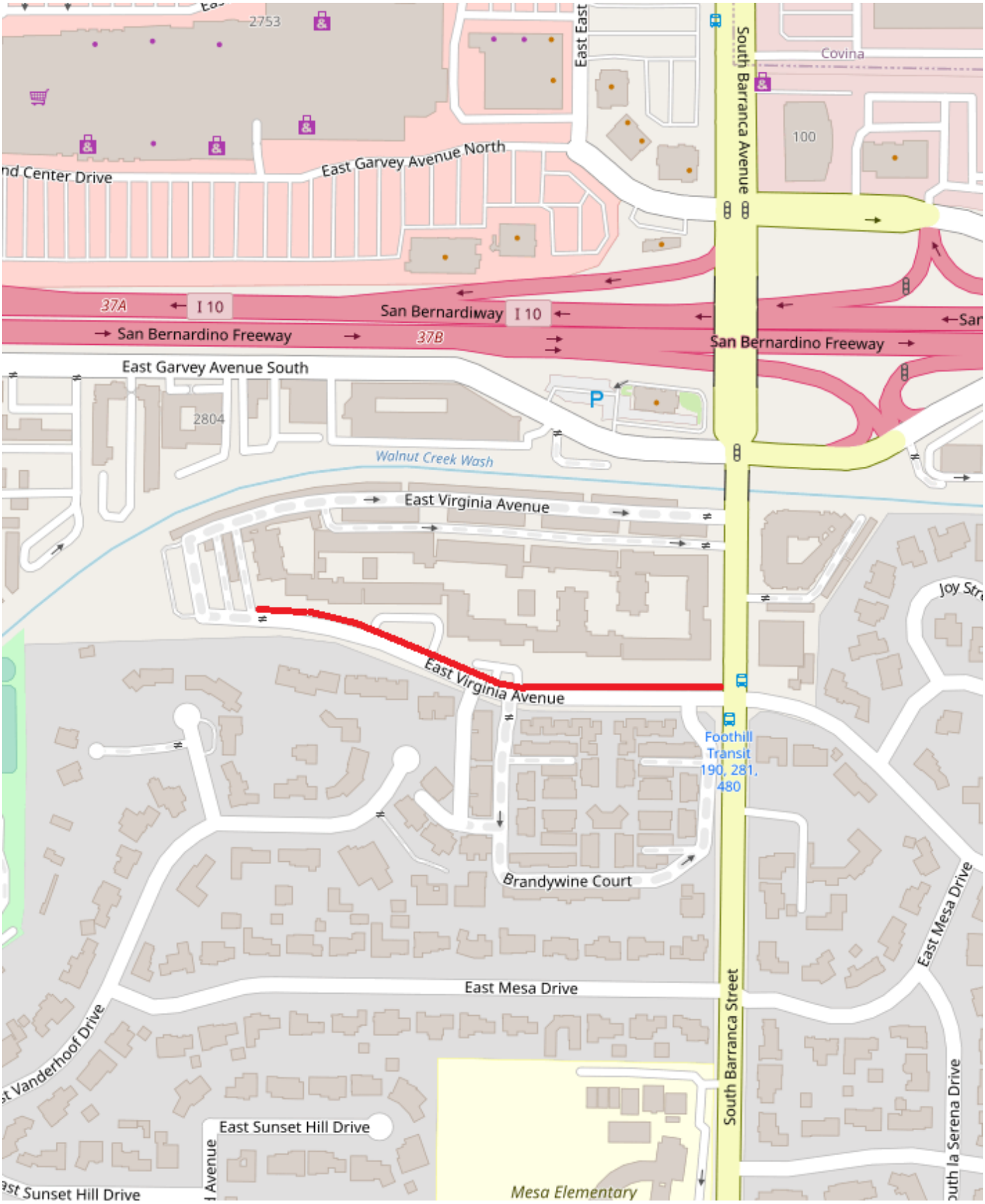
Proposed **Weekly** Sweeping Route Map

Prepared by N.E.S.



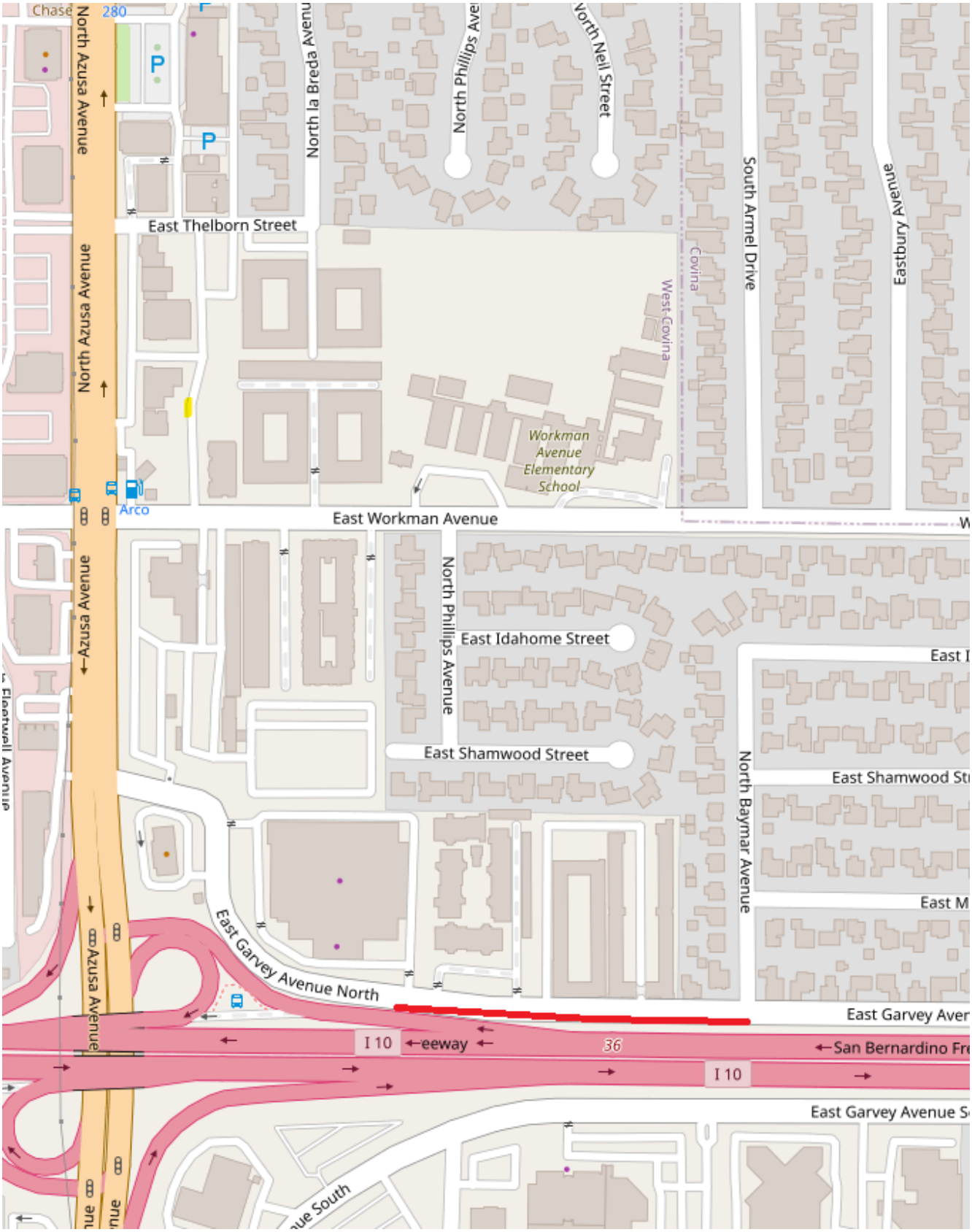
Wednesday Route

Thursday 10 AM – 2 PM



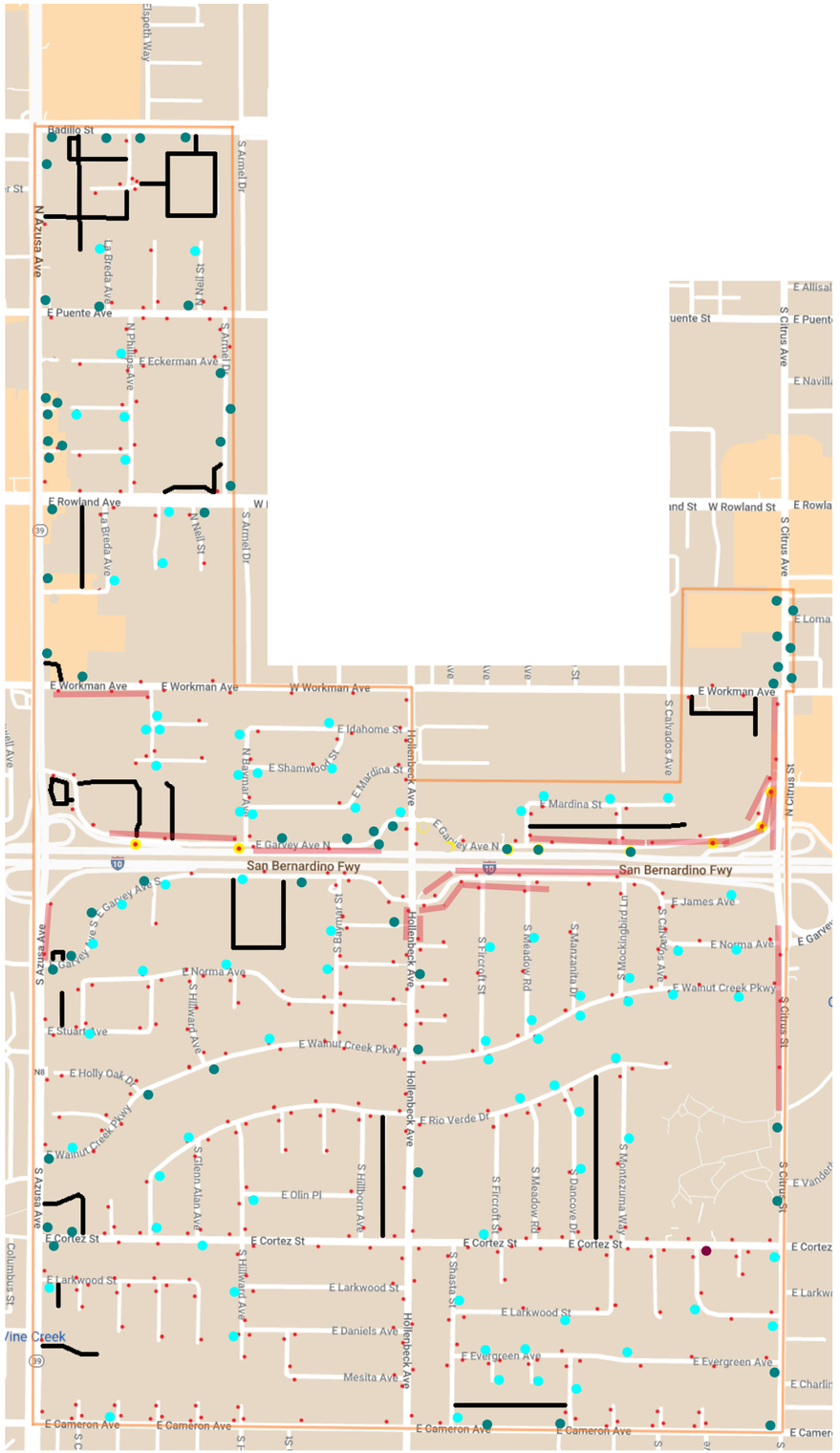
Wednesday Route

Thursday 10 AM – 2 PM



Wednesday Route

Thursday 10 AM – 2 PM

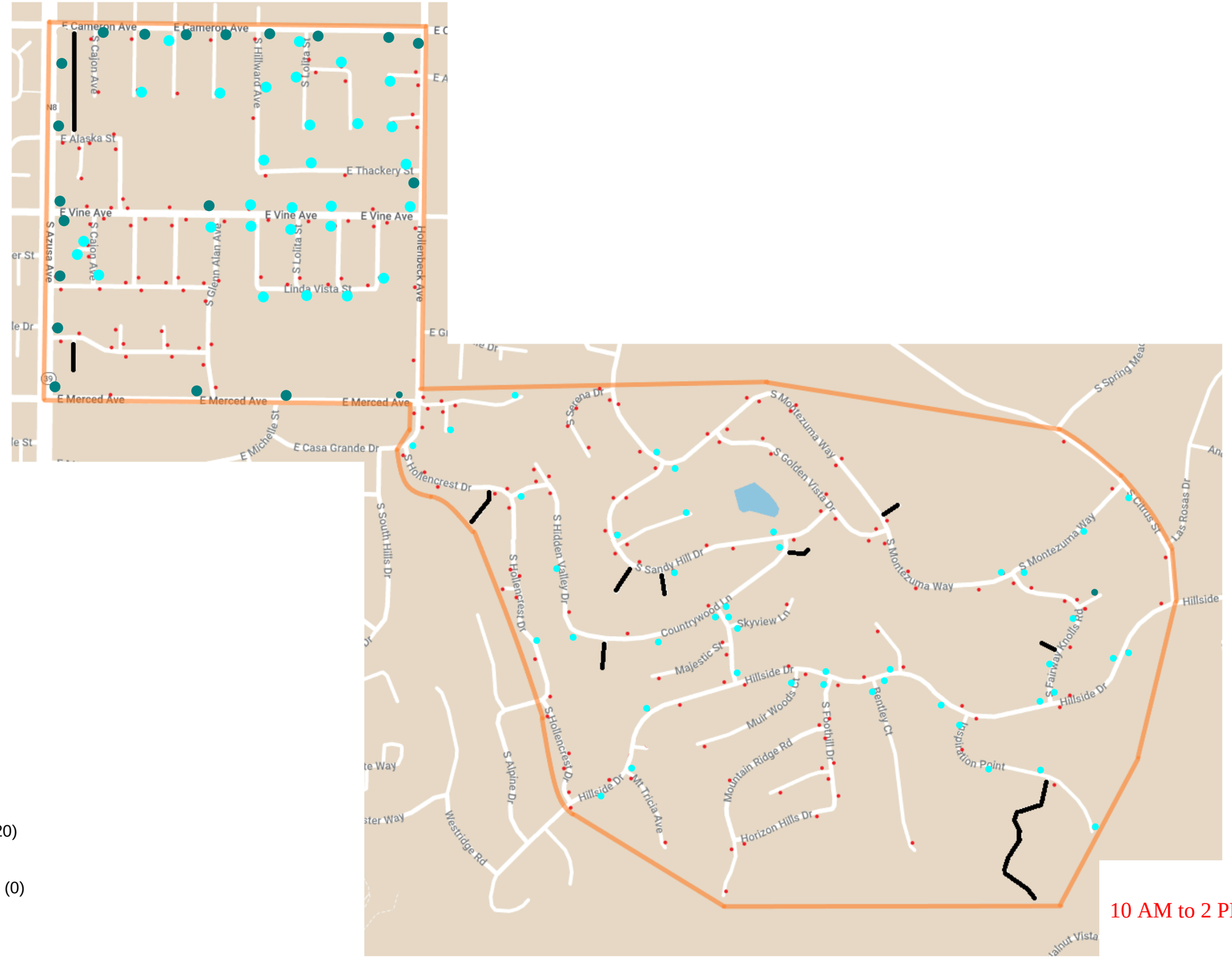


New Pole Dirt (333)
New Pole Concrete (70)
Streetlight (80)
Existing Pole (1)
Remove and Replace (0)

7 AM to 11 AM Posting

Alternate Side/Alternate Day Posting
Thursday 10 AM to 2 PM

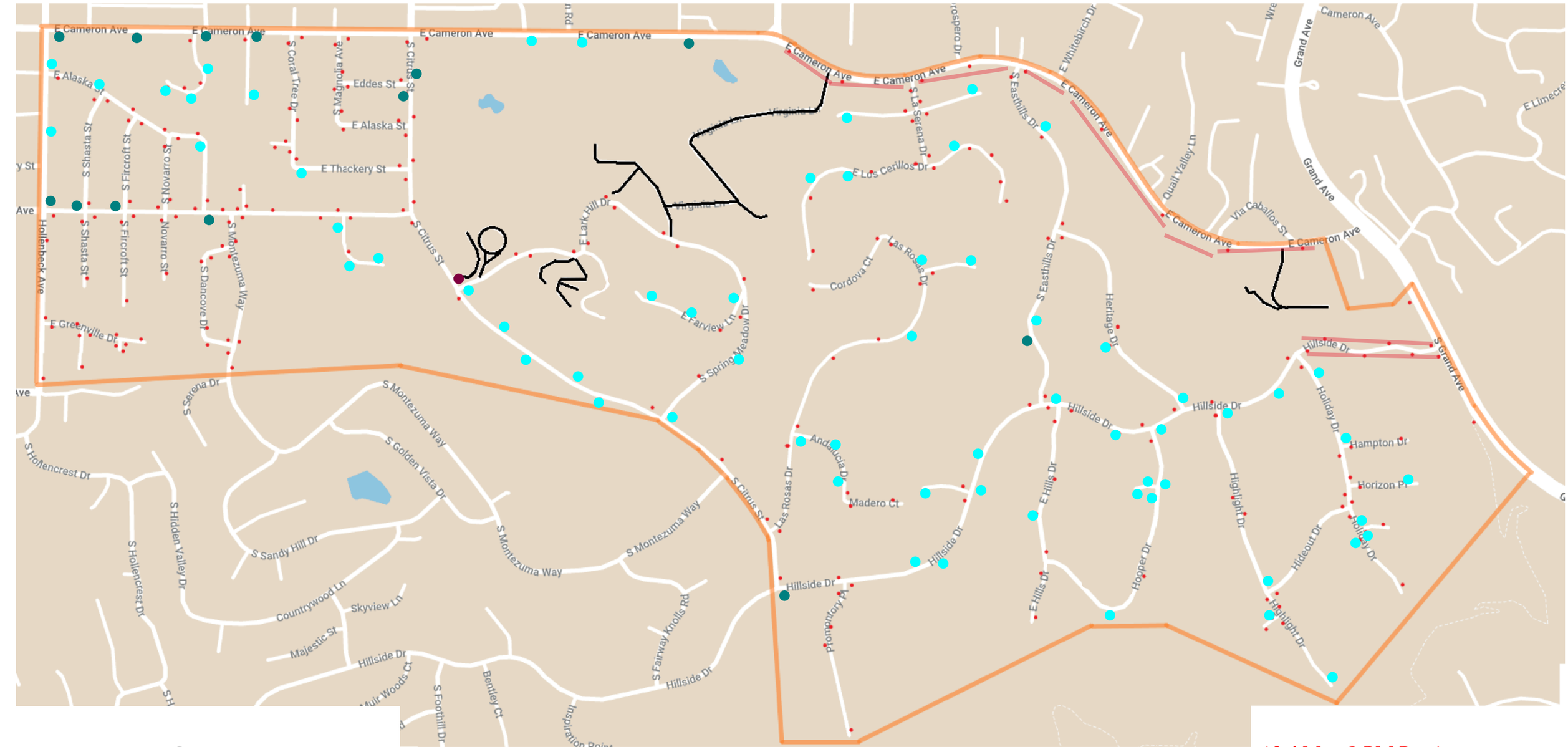
WEDNESDAY 7 AM to 11 AM (1 of 1)



New Pole Dirt (193)
New Pole Concrete (20)
Streetlight (75)
Existing Pole (0)
Remove and Replace (0)

10 AM to 2 PM Posting

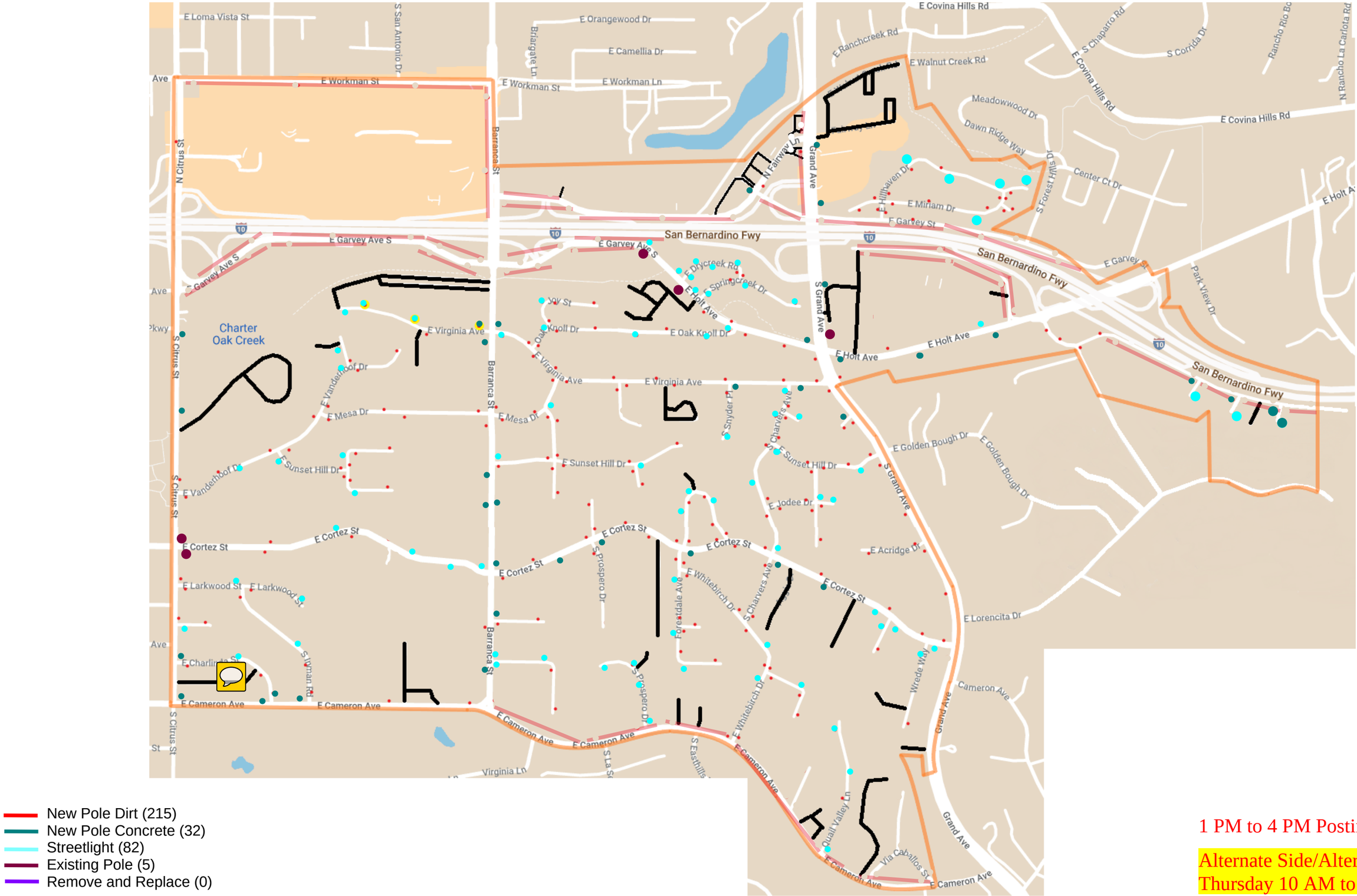
WEDNESDAY 10 AM to 2 PM (1 of 2)



New Pole Dirt (201)
New Pole Concrete (13)
Streetlight (60)
Existing Pole (1)
Remove and Replace (0)

10 AM to 2 PM Posting

WEDNESDAY 10 AM to 2 PM (2 of 2)



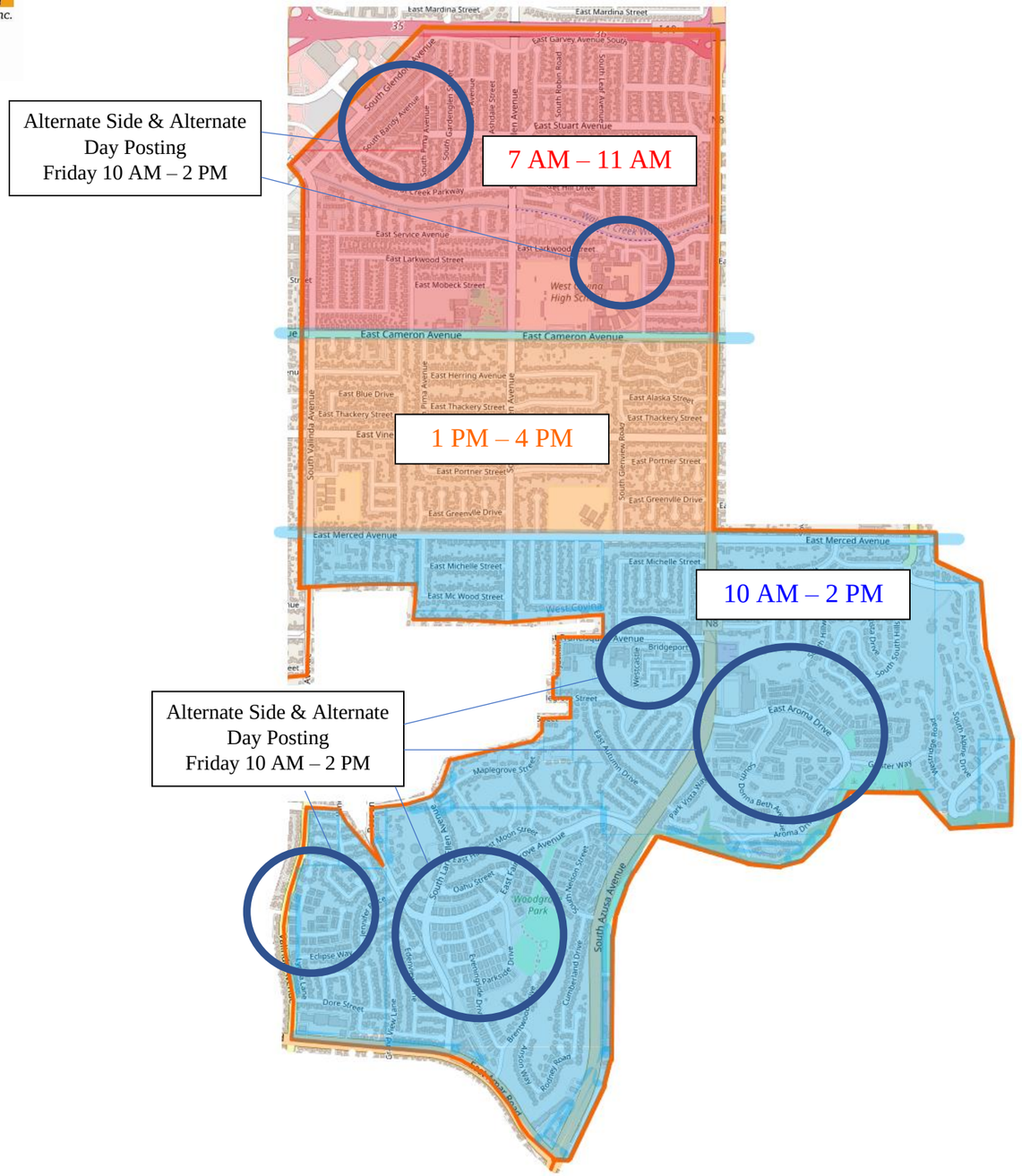
New Pole Dirt (215)
New Pole Concrete (32)
Streetlight (82)
Existing Pole (5)
Remove and Replace (0)

1 PM to 4 PM Posting

Alternate Side/Alternate Day Posting
Thursday 10 AM to 2 PM

WEDNESDAY 1 PM to 4 PM (1 of 1)

City of West Covina



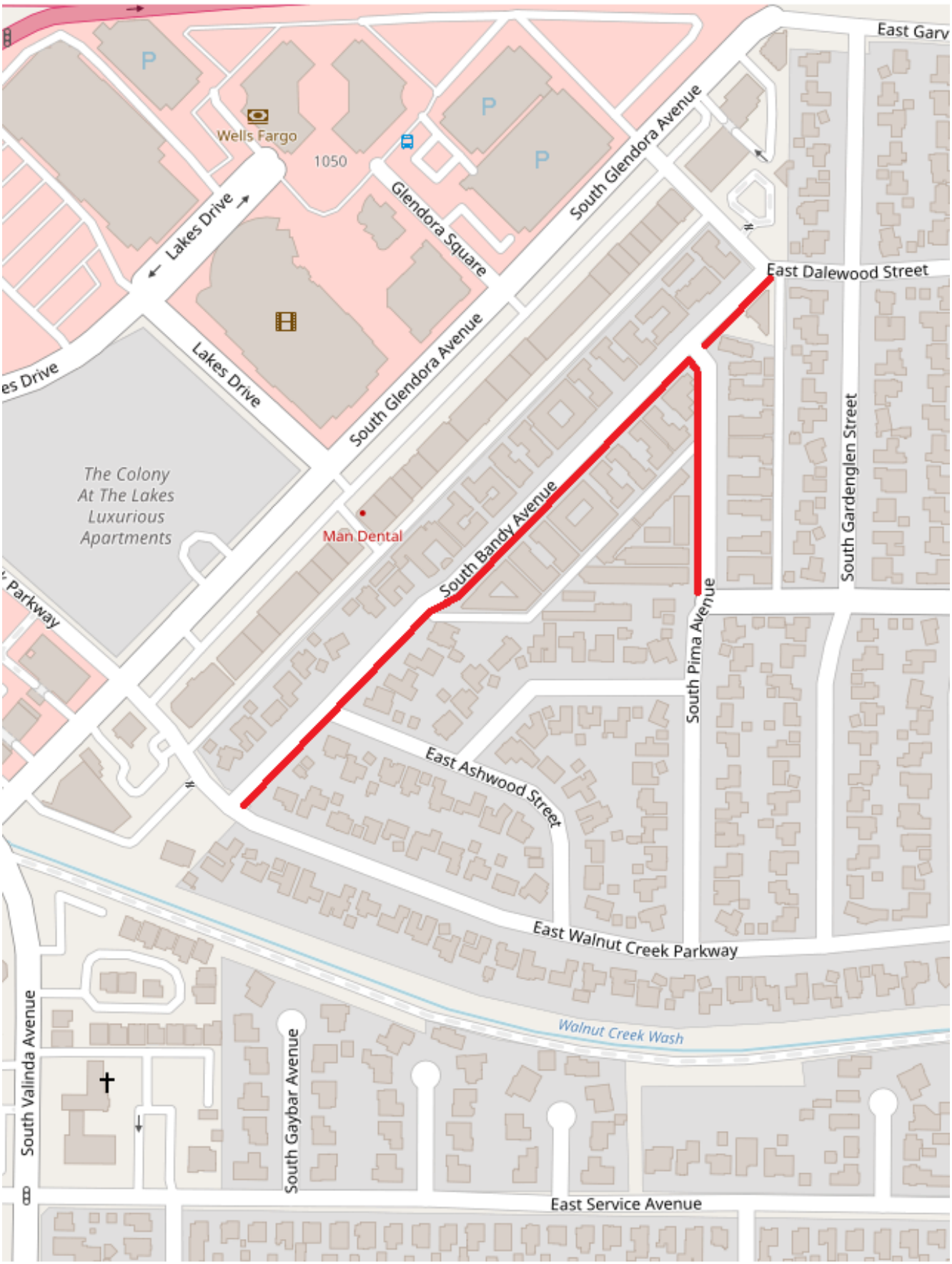
Thursday

Posting Division

Route Boundary

Proposed **Weekly** Sweeping Route Map

Prepared by N.E.S.



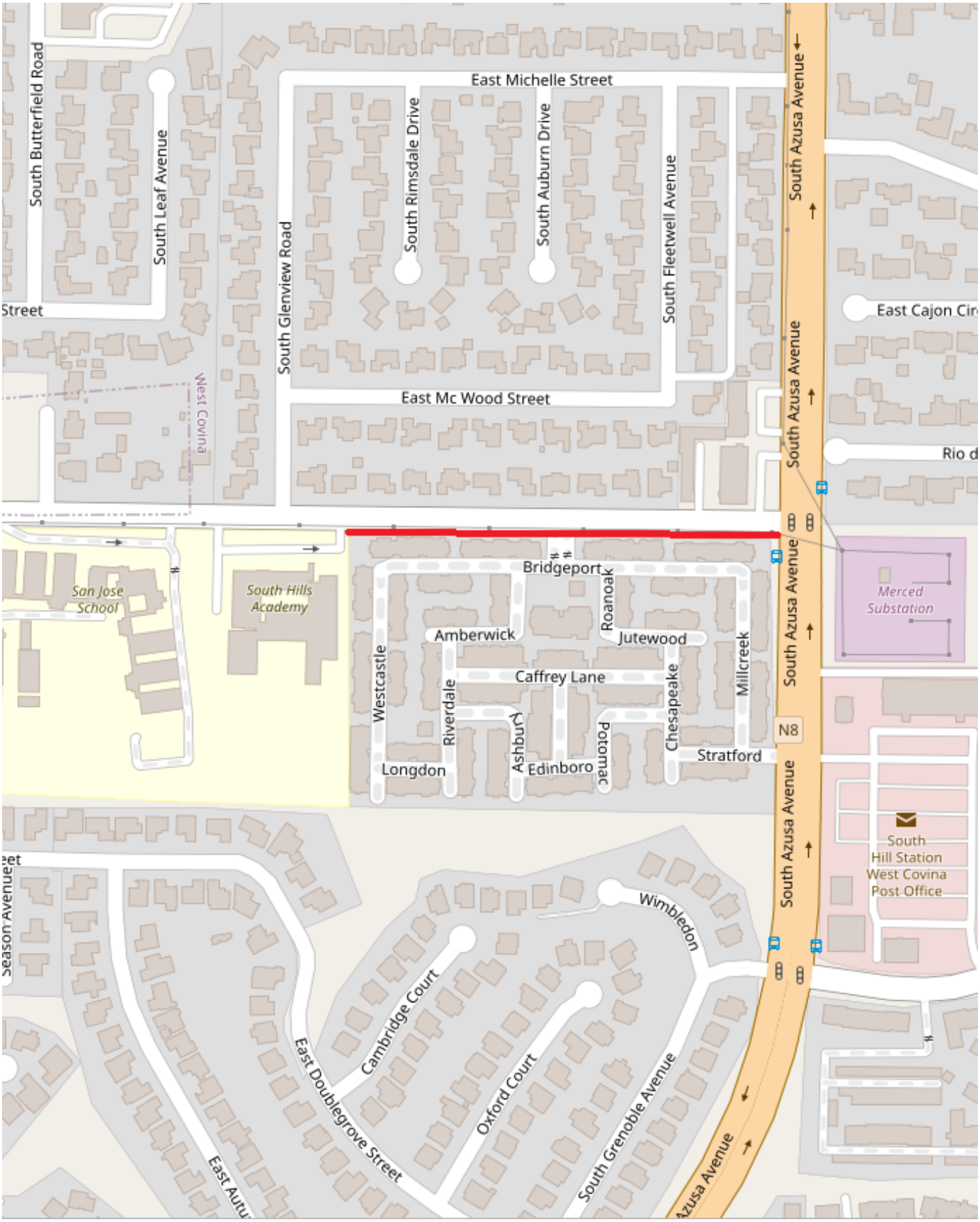
Thursday Route

Friday 10 AM – 2 PM



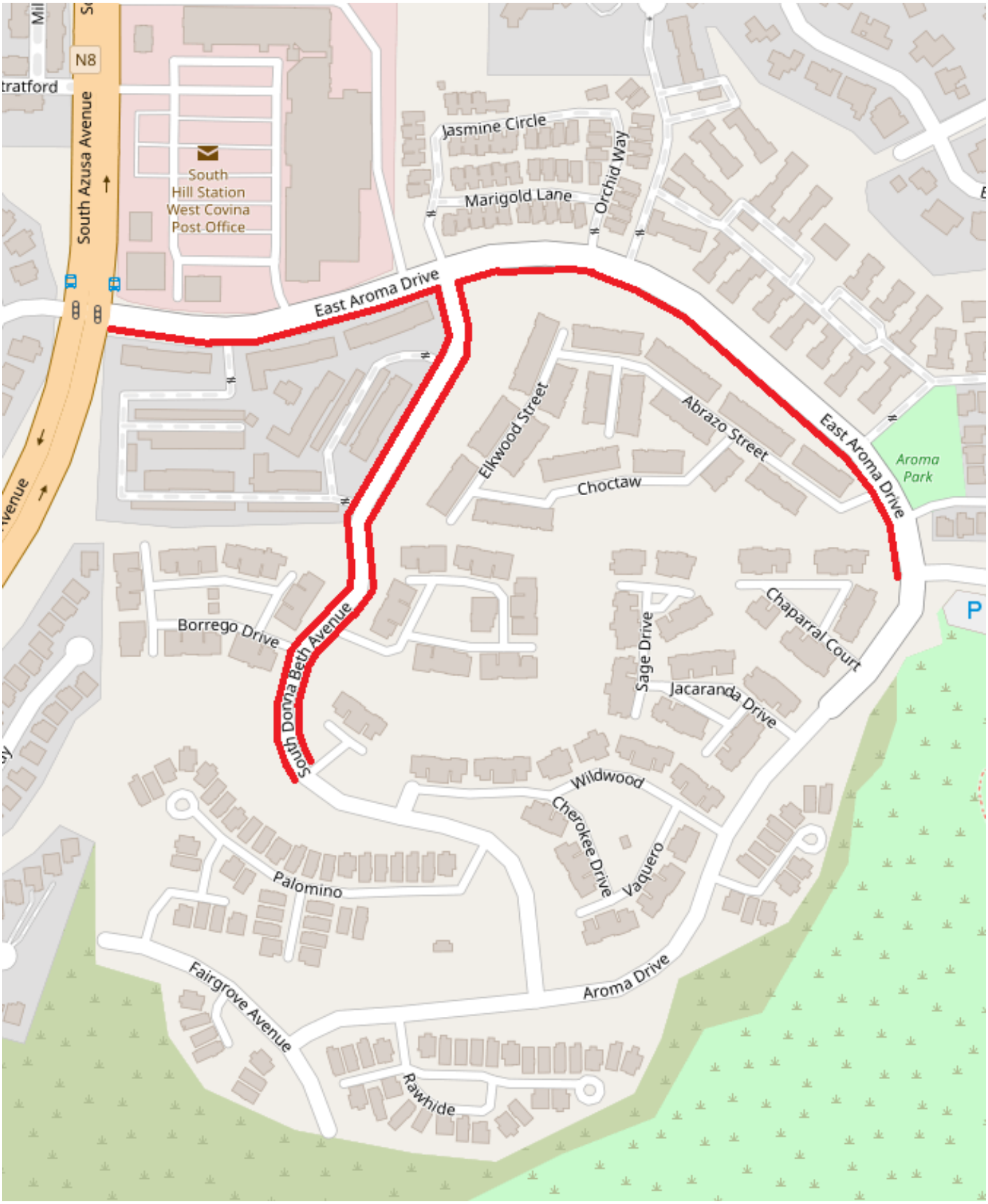
Thursday Route

Friday 10 AM – 2 PM



Thursday Route

Friday 10 AM – 2 PM



Thursday Route

Friday 10 AM – 2 PM



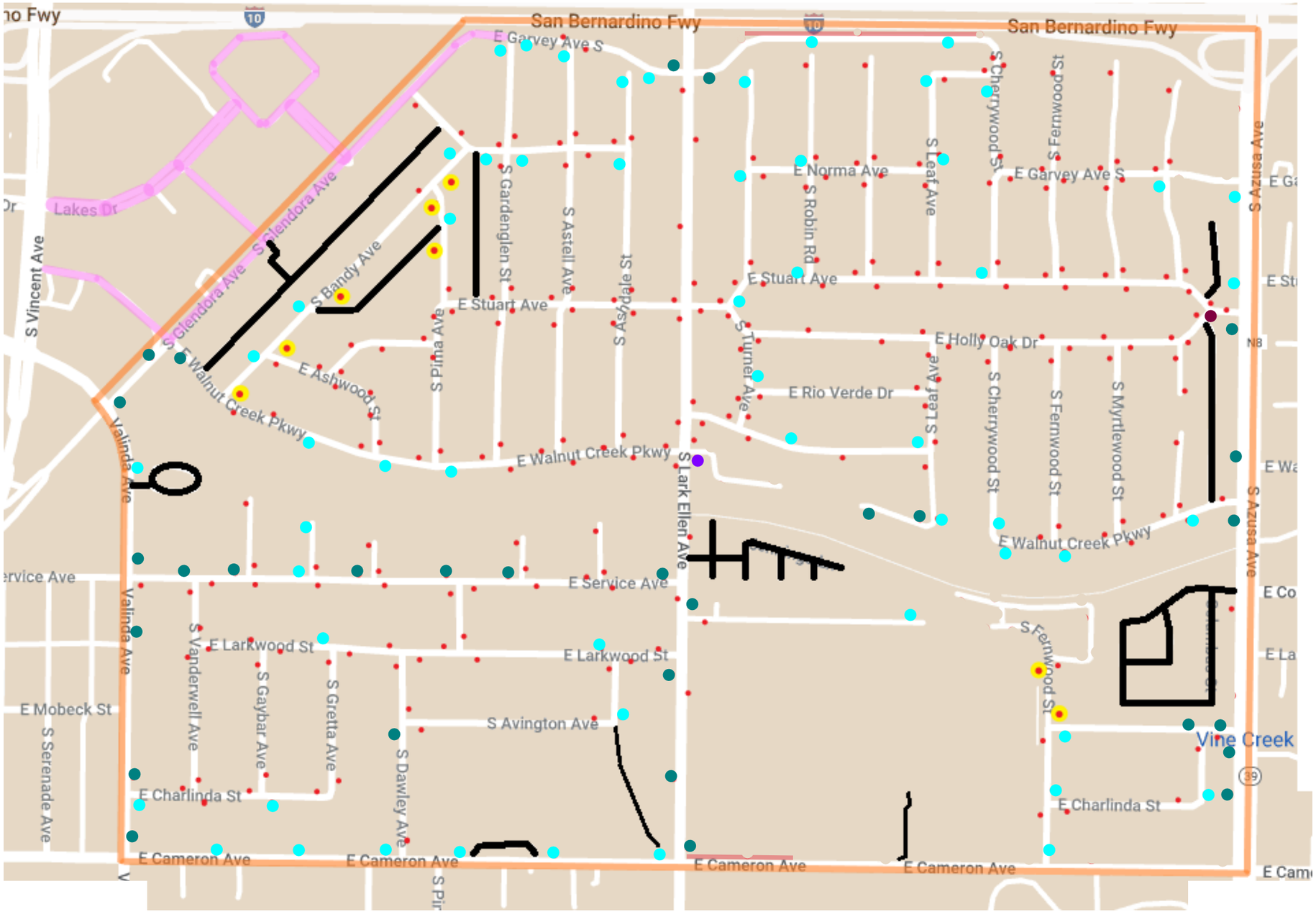
Thursday Route

Friday 10 AM – 2 PM



Thursday Route

Friday 10 AM – 2 PM

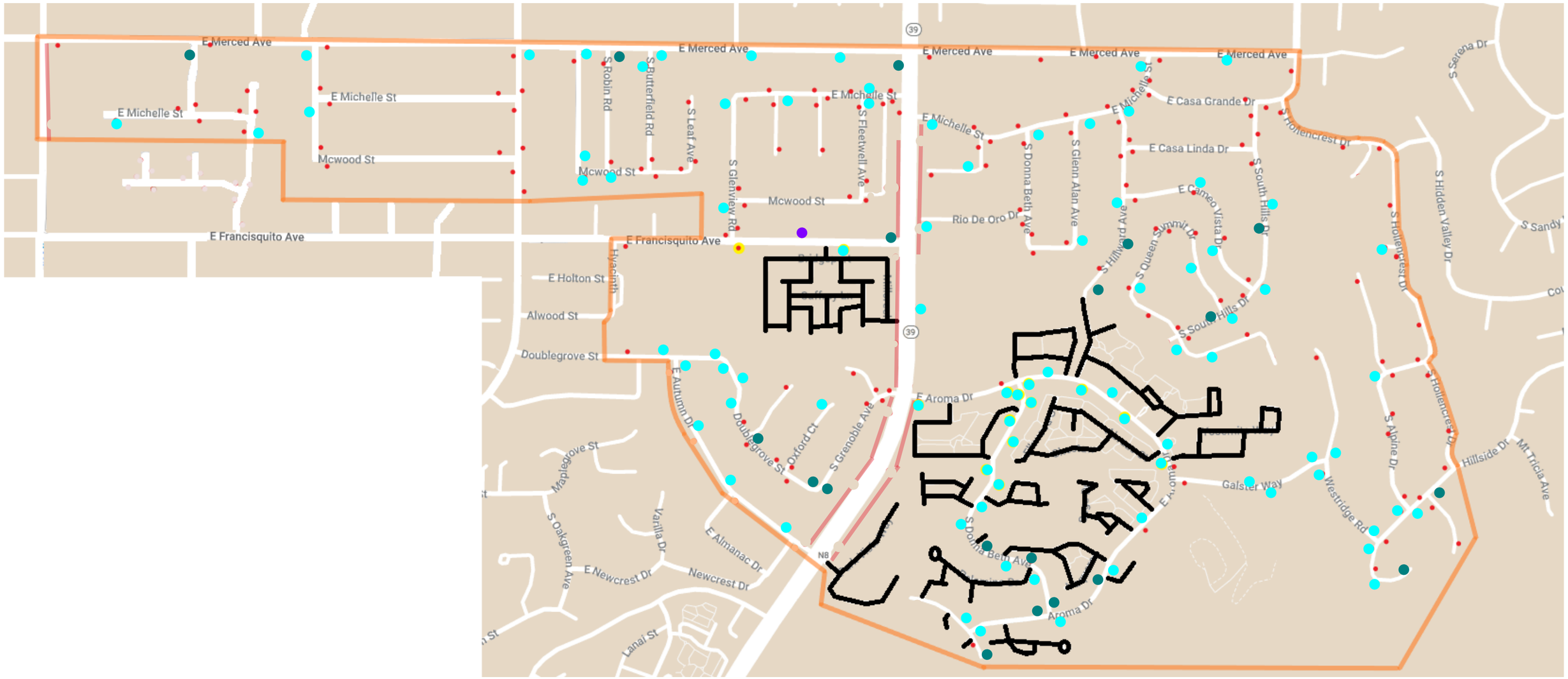


New Pole Dirt (233)
New Pole Concrete (26)
Streetlight (60)
Existing Pole (1)
Remove and Replace (0)

7 AM to 11 AM Posting

Alternate Side/Alternate Day Posting
Friday 10 AM to 2 PM

THURSDAY 7 AM to 11 AM (1 of 1)

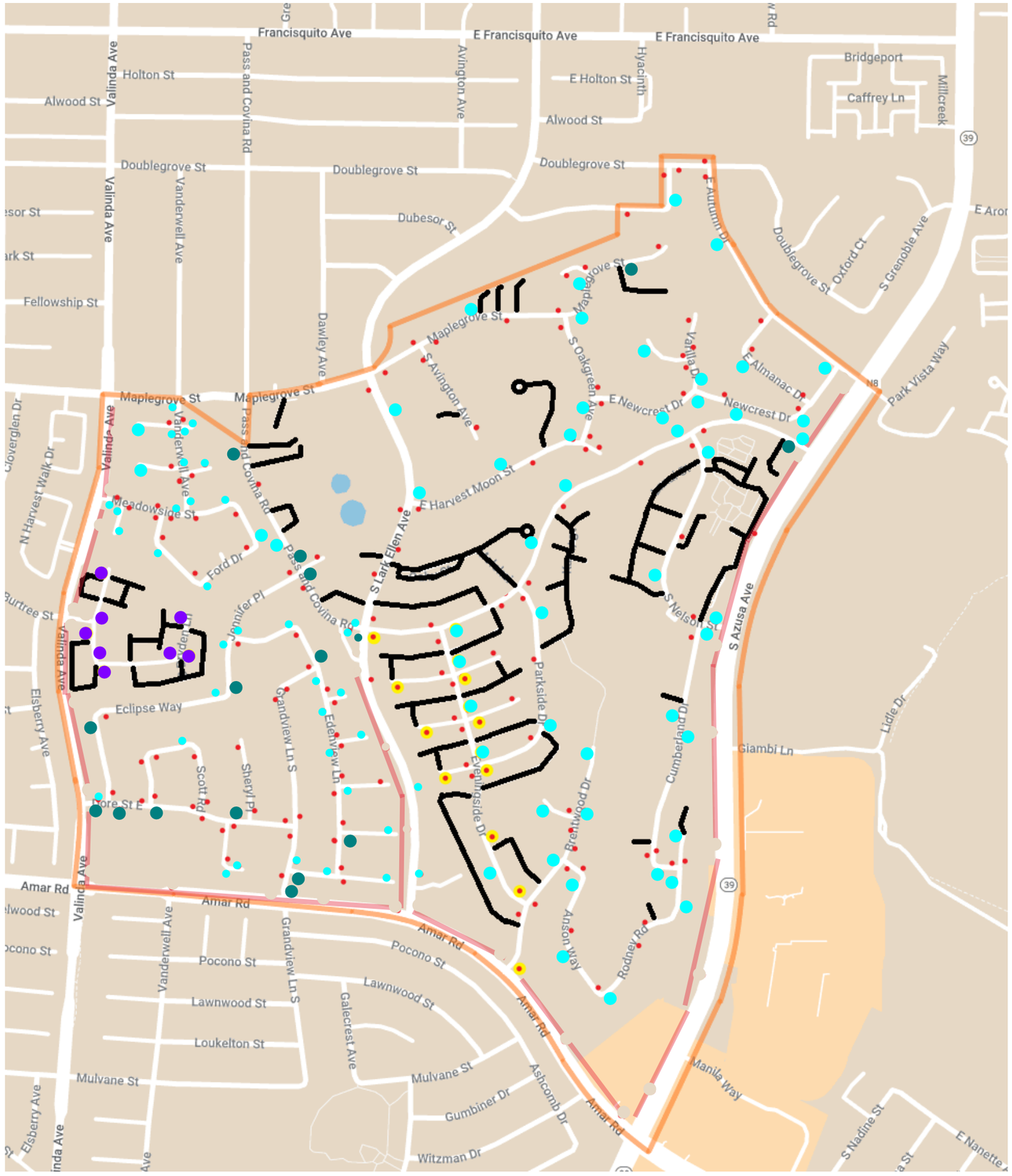


New Pole Dirt (140)
New Pole Concrete (19)
Streetlight (81)
Existing Pole (0)
Remove and Replace (1)

10 AM to 2 PM Posting

Alternate Side/Alternate Day Posting
Friday 10 AM to 2 PM

THURSDAY 10 AM to 2 PM (1 of 2)

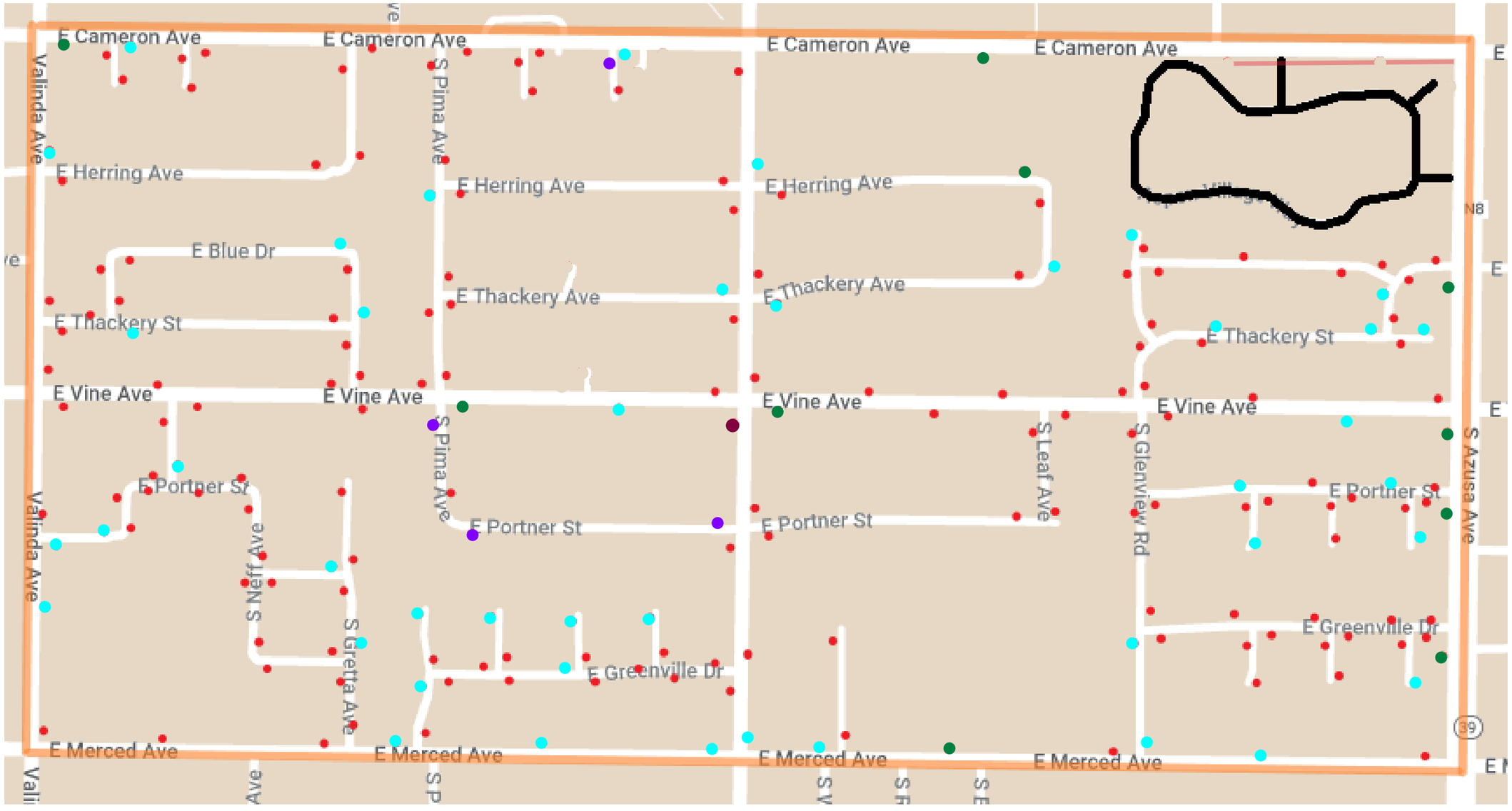


New Pole Dirt (145)
New Pole Concrete (15)
Streetlight (52)
Existing Pole (0)
Remove and Replace (8)

10 AM to 2 PM Posting

Alternate Side/Alternate Day Posting
Friday 10 AM to 2 PM

THURSDAY 10 AM to 2 PM (2 of 2)



New Pole Dirt (145)
New Pole Concrete (10)
Streetlight (41)
Existing Pole (1)
Remove and Replace (4)

1 PM to 4 PM Posting

THURSDAY 1 PM to 4 PM (1 of 1)

City of West Covina

Nationwide Environmental Services®
Division of Joe's Sweeping, Inc.

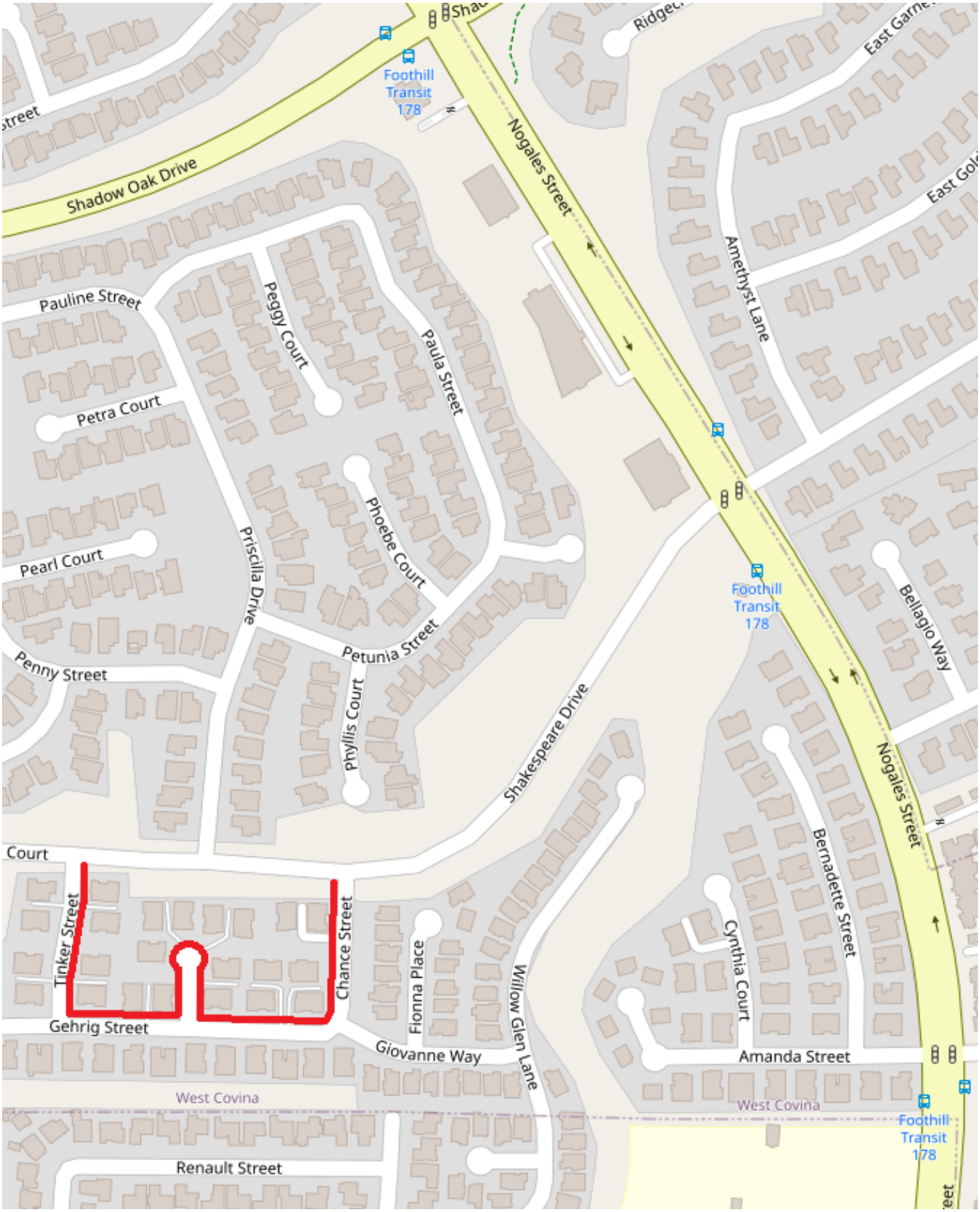
Proposed **Weekly** Sweeping Route Map

Prepared by N.E.S.



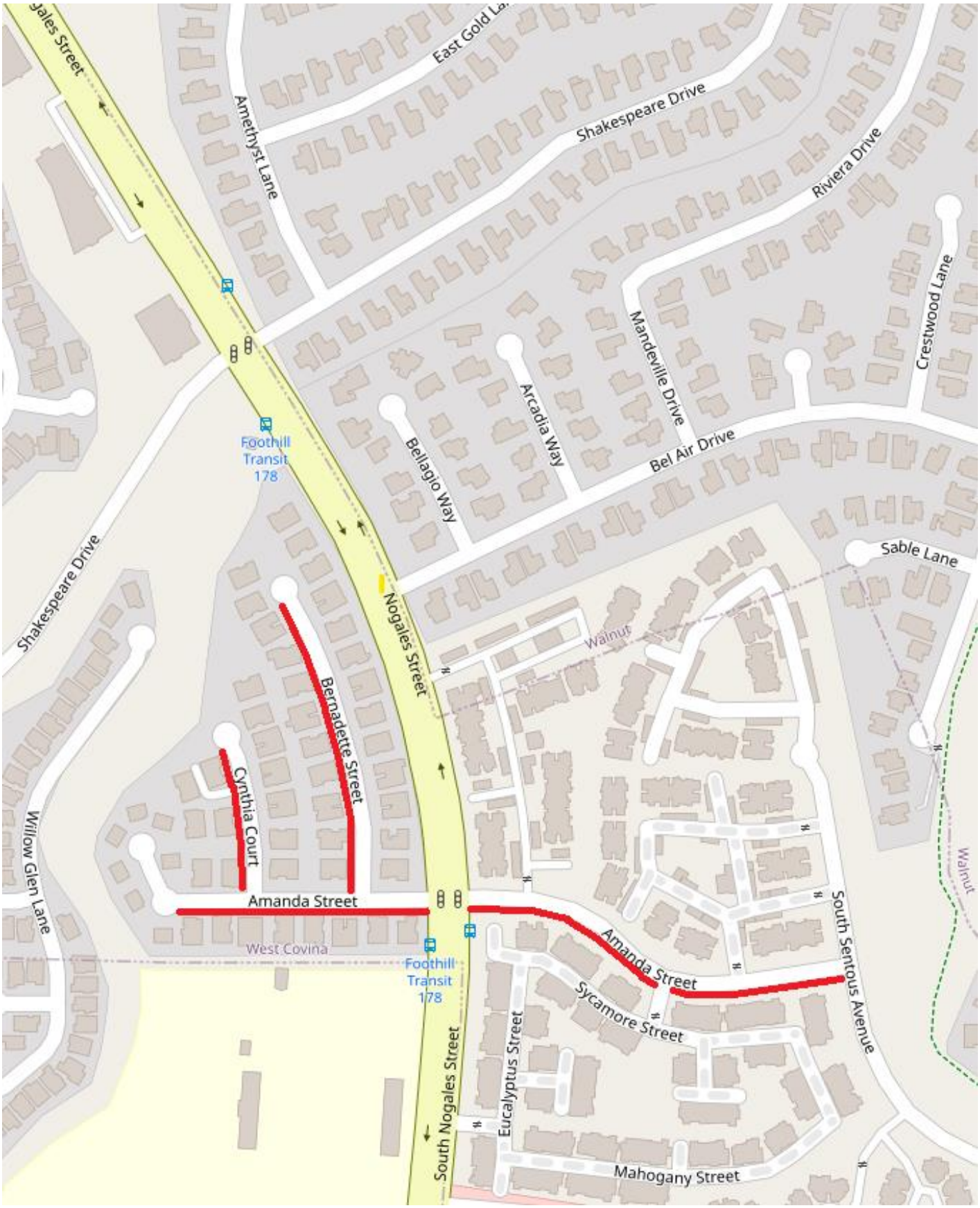
Friday Route

Thursday 10 AM – 2 PM



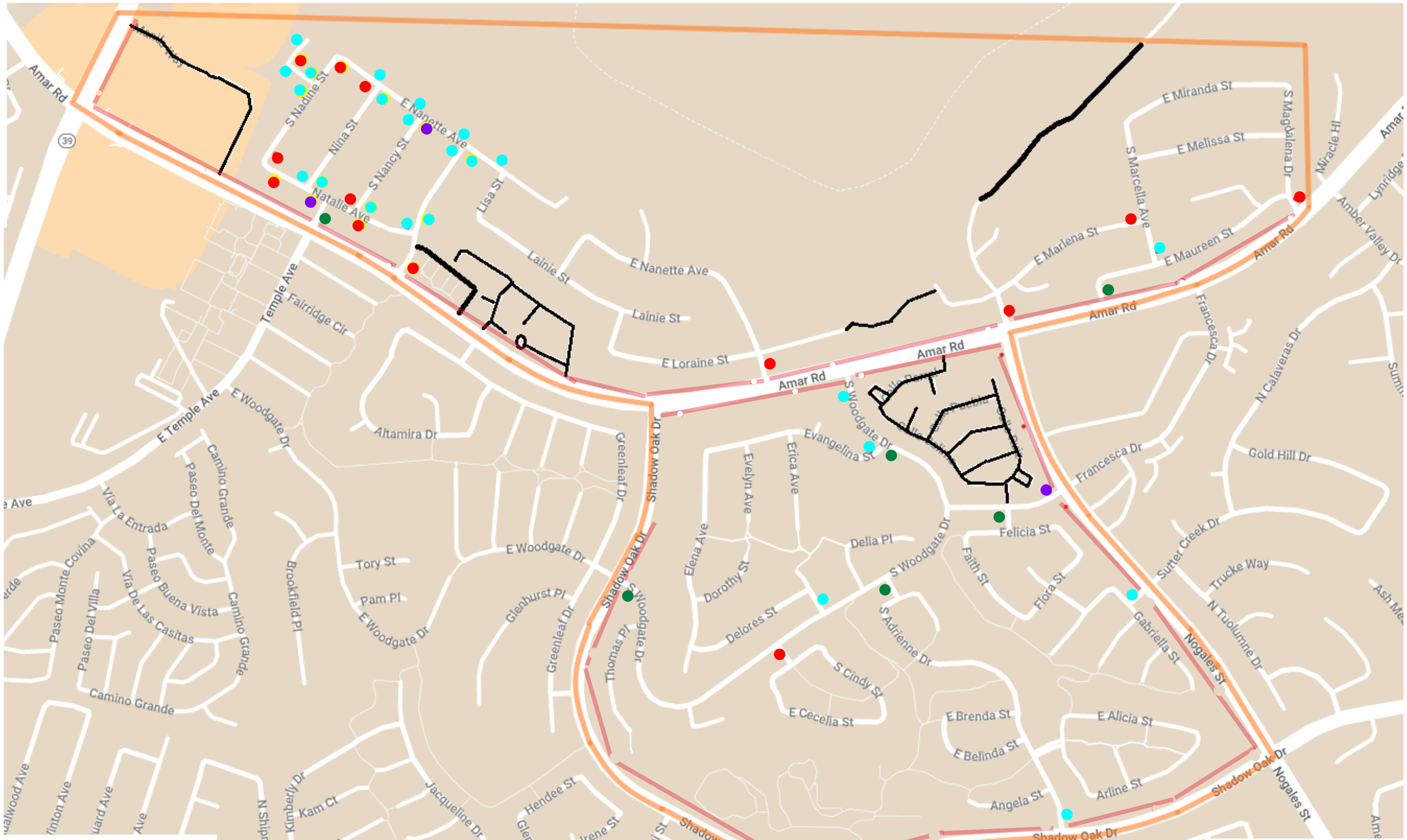
Friday Route

Thursday 10 AM – 2 PM



Friday Route

Thursday 10 AM – 2 PM

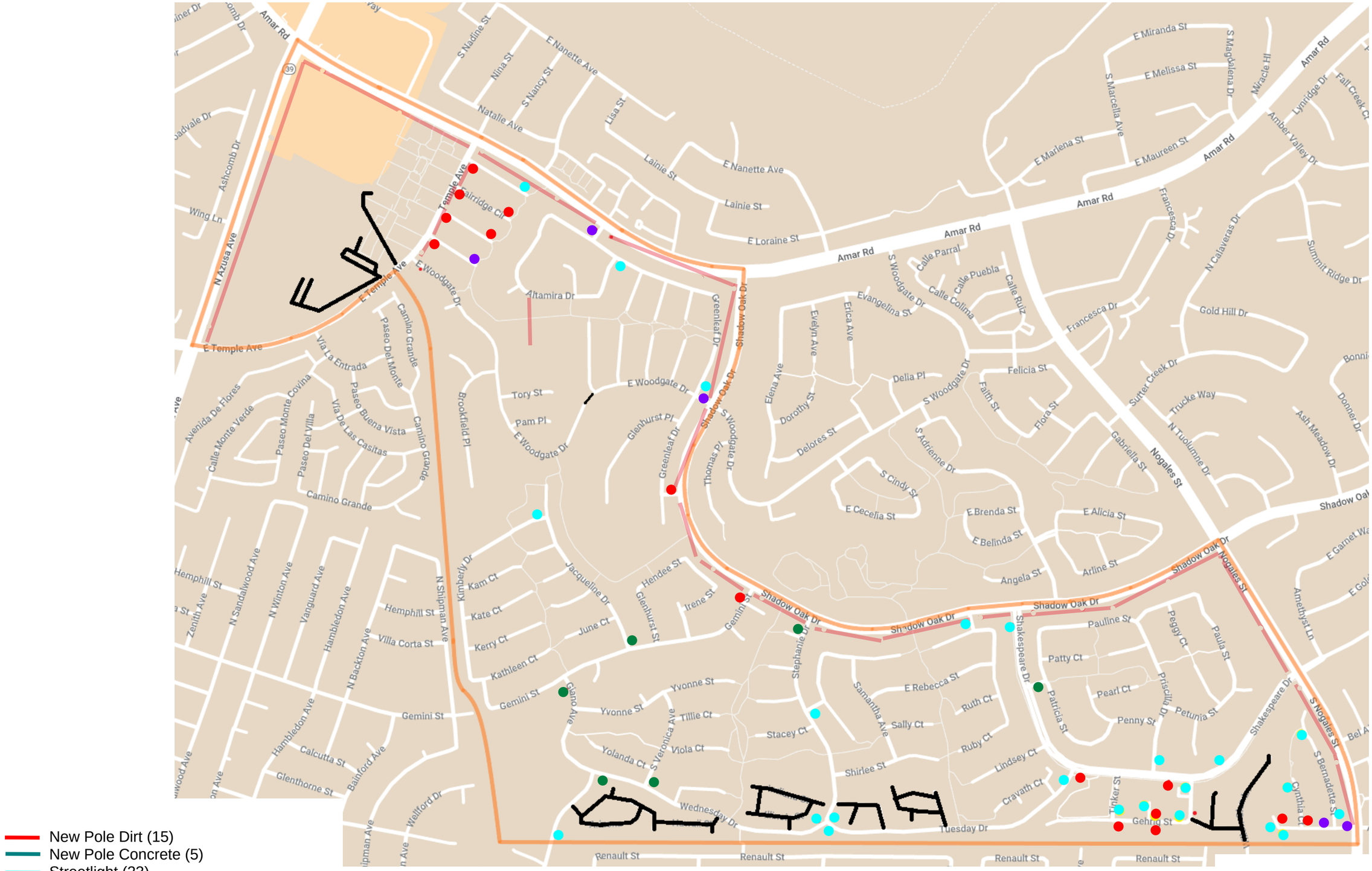


- New Pole Dirt (13)
- New Pole Concrete (5)
- Streetlight (23)
- Existing Pole
- Remove and Replace (3)

FRIDAY 7 AM to 11 AM (1 of 1)

7 AM to 11 AM Posting

Alternate Side/Alternate Day Posting
Thursday 10 AM to 2 PM

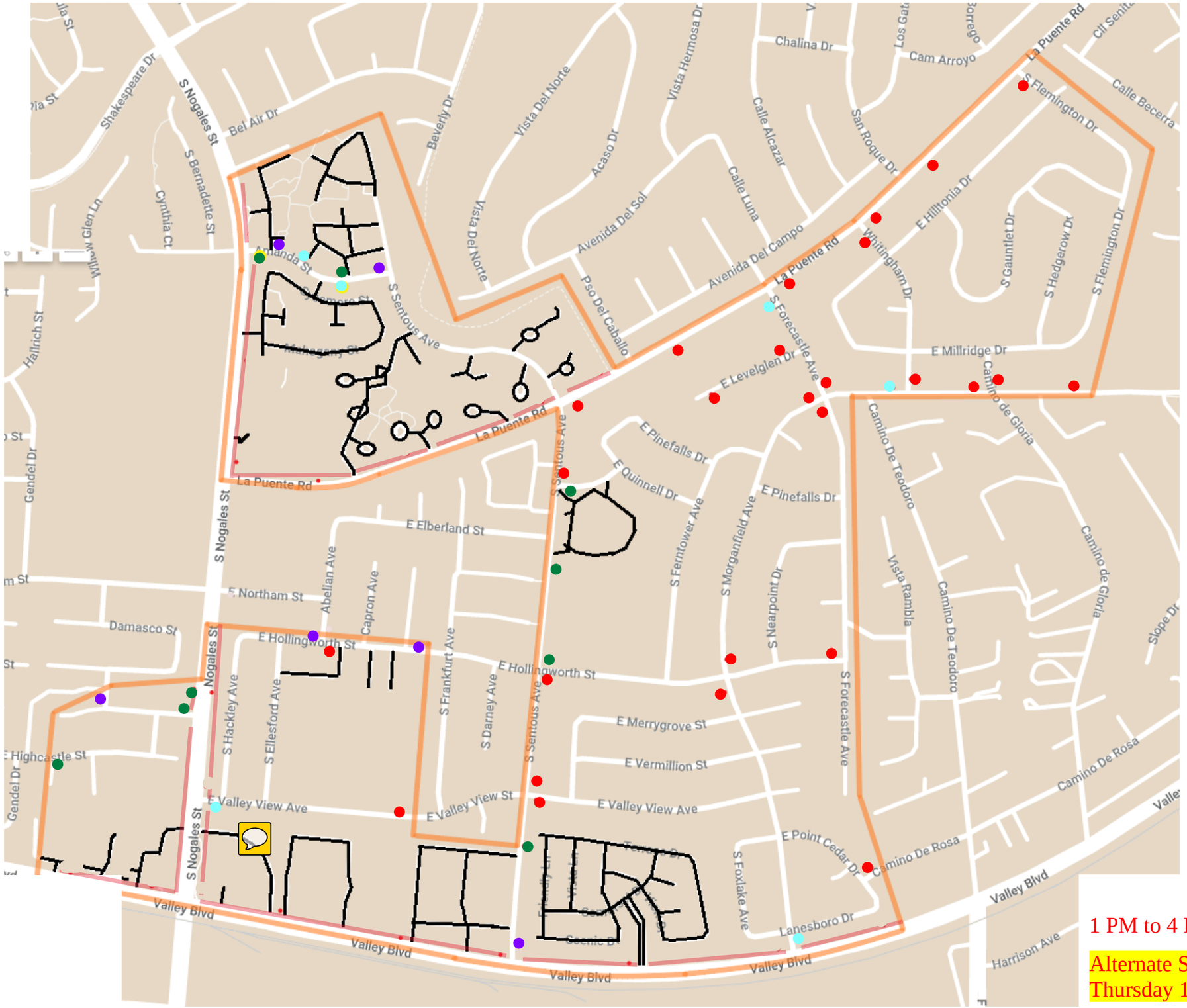


- New Pole Dirt (15)
- New Pole Concrete (5)
- Streetlight (23)
- Existing Pole
- Remove and Replace (5)

FRIDAY 10 AM to 2 PM (1 of 1)

10 AM to 2 PM Posting

Alternate Side/Alternate Day Posting
Thursday 10 AM to 2 PM



- New Pole Dirt (26)
- New Pole Concrete (7)
- Streetlight (6)
- Existing Pole
- Remove and Replace (6)

1 PM to 4 PM Posting

Alternate Side/Alternate Day Posting
Thursday 10 AM to 2 PM

FRIDAY 1 PM to 4 PM (1 of 1)

ATTACHMENT NO. 2

SALES QUOTE

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: customerservice@tapconet.com

SALES QUOTE DATE
6/26/2024
SALES QUOTE NUMBER
Q24010351
CUSTOMER NO.
C92626

BILL TO
City of West Covina
1444 W. Garvey Ave
WEST COVINA, CA 91790
United States of America

SHIP TO
West Covina Public Works
825 S Sunset Ave
WEST COVINA, CA 91790
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
	BEST RATE Prepaid & Add	Net 30 DAYS	Brittany Solomon	7/26/2024

Item/Description	U/M	Quantity	Unit Price	Total Price
152010 Sign, 12"x18", .080, DG3, w/ 1160 No Parking signs - artwork will be provide for certain days and times	Each	3,647	23.85	86,980.95
SP TRAFFIC Sign, 18"x24", .080, DG3, w/ 1160	Each	1,548	47.70	73,839.60
SP TRAFFIC Post,Square,2"sq, 12GA x 12' perforated telespar	Each	3,568	80.43	286,974.24
SP TRAFFIC Surface Mount Anchor base for 2"sq post, 6" plate with 4, 5/8" holes Install for concrete	Each	822	44.14	36,283.08
SP TRAFFIC 2-1/4" SQ 12GA X 36" perforated anchor Install for soil	Each	3,568	26.00	92,768.00
SP TRAFFIC 2-1/2" SQ 12GA X 18" perforated telespar sleeve Install for soil	Each	3,568	18.30	65,294.40
3177-00001 Nut,5/16-18 Heavy Hex Jam Nut	Each	2,500	0.20	500.00

All prices are listed in US Dollar (USD)
For terms and conditions, please visit https://tapconet.com/terms-conditions

SALES QUOTE

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5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: customerservice@tapconet.com

SALES QUOTE DATE
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Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
	BEST RATE Prepaid & Add	Net 30 DAYS	Brittany Solomon	7/26/2024

Item/Description	U/M	Quantity	Unit Price	Total Price
1603-00013 Bolt,Corner Bolt for for 2.5" Square Posts or smaller	Each	2,500	1.40	3,500.00
1603-00011 Drive Rivet 3/8"Steel,For Use With Square Posts, Steel Zinc Plated Finish	Each	10,390	0.99	10,286.10
111531N Sign Mounting Kit, Banded, Flared Leg, Standard For Mounting One Static Sign to a Large Pole	Each	800	18.00	14,400.00
037-00026 Bolt, (PIN) Button Head ,5/16" x 3/4" Zinc Plated Steel (BHP76)	Each	1,600	0.25	400.00

TAPCO OMNIA Partners Contract # 2020-200

Subtotal:	**671226.37**
Invoice Discount:	0.00
Total Sales Tax:	63,766.50
Total:	**734,992.87**

All prices are listed in US Dollar (USD)
For terms and conditions, please visit https://tapconet.com/terms-conditions

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 15, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA POLICE OFFICERS' ASSOCIATION (WCPOA)**

RECOMMENDATION:

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

RESOLUTION NO. 2024-64 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA POLICE OFFICERS' ASSOCIATION (WCPOA) FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027

BACKGROUND:

Under California law, the Meyers-Milias-Brown Act (MMBA) of 1968 established collective bargaining for California municipalities. Collective bargaining is the process by which workers, through their associations, and employers negotiate contracts to determine terms of employment, including pay, benefits, hours, leave, and job health & safety policies. MMBA is a formalized union-management consultation and bargaining procedure.

The Memorandum of Understanding between the City and the City of West Covina Police Officers' Association (WCPOA) expired on June 30, 2024. City Management and representatives for the WCPOA have met and conferred in accordance with the MMBA regarding terms and conditions of employment, including wages, benefits and hours, and have reached an agreement on a comprehensive Memorandum of Understanding.

DISCUSSION:

The comprehensive Memorandum of Understanding (MOU) is attached to this report as Exhibit A to Attachment No. 1 and covers the period of July 1, 2024 through June 30, 2027.

The City and WCPOA have agreed upon the following changes to the existing labor agreement to be incorporated into the successor agreement, which would become effective upon approval of the MOU by the City Council. All other provisions from the existing agreement are proposed to remain in the agreement without changes.

1. Term: Three years (Beginning July 1, 2024 and ending June 30, 2027).

2. Salary Increase: Effective the first full pay period following approval of the MOU and not earlier, the base salary will increase by 3%; effective the first full pay period following July 1, 2025, the base salary will increase by 3%; and effective the first full pay period following July 1, 2026, the base salary will increase by 3%.
3. Changes to Hours of Work, Work Weeks, Police Representation Unit: The 28-day work period of 171 hours (7(k) exception of FLSA) will be changed to a 14-day work period of 86 hours. (7(k) exception of FLSA).
4. Modifications to Educational Incentive: Degrees eligible for educational incentives must be in a field that supports the employee's job-related responsibilities or has value to the organization (as approved by the Police Chief and HR Director) and from an institution of higher education accredited by one of the following:

   MSA - Middle States Associations of Colleges and Schools
   NASC - Northern Association of Schools and Colleges
   NCA - North Central Association of Colleges and Schools
   NEASC- New England Association of Schools and Colleges
   SACS - Southern Association of Colleges and Schools
   WASC - Western Association of Schools and Colleges

   Any employee who is currently enrolled at a non-accredited institution will be deemed a legacy beneficiary of this section so long as they were enrolled in such college or university prior to March 31, 2025.

   Employees represented by the WCPOA will be eligible for the following highest-level Degree and/or POST certificate incentive achieved following the month in which the certified academic transcript and/or POST certificate is submitted to Human Resources:

   Degree
   Associate of Arts Degree or Equivalent (60 semester or 90 quarter units): All eligible employees will receive 2% of base salary.
   Bachelor’s Degree: All eligible employees will receive 4% of base salary.
   Master’s Degree: All eligible employees will receive 6% of base salary.

   POST
   Intermediate POST: All eligible employees will receive 1% of base salary.
   Advance POST: All eligible employees will receive 2% of base salary.
5. Revisions to Bereavement Leave: The parties agree to modify this section to comply with AB 1949.
6. The following will be added under Fringe Benefits:
   Effective January 1, 2025, any employee who does not participate in the City's health insurance plan and can demonstrate that they have health insurance coverage from another source will receive a City contribution of $350 per month. This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.
7. Stipulations for a Sick Leave Buyback Suspension: If the City has an ending surplus of less than $500,000 in its General Fund Unassigned Fund Balance, outside required reserves, in fiscal years 2023-2024 and/or 2024-2025 (based upon the audited financial statements), the City will freeze buyback of employee sick leave for the succeeding fiscal year (2025-2026 and/or 2026-2027).

LEGAL REVIEW:

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

Prepared by: Stephanie Sikkema, Finance Director

Fiscal Impact

FISCAL IMPACT:

The overall estimated fiscal impact is approximately $1.6 million over the three years. However, since we are four months into the current fiscal year, the estimated impact for FY2024-25 is approximately $300k. Revenues less expenditures for FY2024-25 were originally estimated to be positive $1,335. However, Sales Tax revenue for FY2023-24 has come in higher than expected, also increasing estimates for FY2024-25. Thus, the City can absorb the increase. If approved, these adjustments are proposed to be included in the next quarterly budget amendment.

Fiscal Impact of City Proposal	Year 1	Year 2	Year 3	Total Estimate
Fiscal Impact 3%	$399,000	$811,000	$1,212,000	$2,422,000

*The fiscal impact does not include the impact on the City's unfunded accrued liability (UAL). CalPERS assumes a 2.8% growth in payroll. While this contract includes a 3% increase, employees that are not at the top step may receive up to an 8% increase. However, due to the lag in actuarial reporting, the impact of these increases will not be realized in the current or next fiscal year.

Additionally, a stipulation has been added to the annual Sick Leave Buyback – if the City has an ending surplus of less than $500,000 in its General Fund Unassigned Fund Balance, outside required reserves, in fiscal years 2023-2024 and/or 2024-2025 (based upon the audited financial statements), the City will freeze buyback of employee sick leave for the succeeding fiscal year (2025-2026 and/or 2026-2027).

Attachments

Attachment No. 1 - Resolution No. 2024-64

Exhibit A - POA MOU

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

ATTACHMENT NO. 1

RESOLUTION NO. 2024-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA POLICE OFFICERS' ASSOCIATION (WCPOA) FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, the current Memorandum of Understanding between City of West Covina (the "City") and the West Covina Police Officers' Association (WCPOA) expired on June 30, 2024; and

WHEREAS, the City and the WCPOA have met and conferred regarding wages, hours, and other terms and conditions of employment for a successor Memorandum of Understanding in accordance with the provisions of the Meyers-Milias-Brown Act (California Government Code section 3500 et seq.); and

WHEREAS, the City and the WCPOA have reached an agreement and memorialized their agreement regarding wages, benefits, hours and other terms and conditions of employment in a Memorandum of Understanding for the period of July 1, 2024 through June 30, 2027, which is attached hereto as Exhibit "A."

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

SECTION 1. The Memorandum of Understanding between the City and the West Covina Police Officers' Association, attached hereto as Exhibit "A," is hereby approved.

SECTION 2. The City Manager is authorized to execute the Memorandum of Understanding on behalf of the City, in substantially the form as attached and in such final form as approved by the City Attorney.

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 15th day of October, 2024.

_____

Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-64 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 15th day of October, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
BETWEEN THE REPRESENTATIVES OF
MANAGEMENT FOR THE CITY OF WEST COVINA

AND

CITY OF WEST COVINA
POLICE OFFICERS' ASSOCIATION (WCPOA)

EFFECTIVE
JULY 1, 2024 THROUGH JUNE 30, 2027

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WEST COVINA
AND WEST COVINA POLICE OFFICERS' ASSOCIATION

PREAMBLE

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

The representatives have reached an understanding as to recommendations to be made to the City Council for the City and have agreed that the parties hereto will jointly urge said Council to adopt one or more resolutions which will provide for the changes in wages, hours, fringe benefits, and other terms and conditions of employment effective upon ratification (except as otherwise stated herein) and continue through the term of the Memorandum of Understanding ("MOU").

SECTION 1. RECOGNITION/REPRESENTATION

The City hereby recognizes the Association for the term of the MOU, notwithstanding any ordinance, resolution, rule, or regulation to the contrary as the majority representative of the employees in the bargaining unit, which consists of Police Officers, Police Corporals, and Police Sergeants, subject to the right of an employee to represent themself. The recognition requirements of Article II, Section 2.1 of the City of West Covina Employer-Employee Relations Resolution (originally adopted by Resolution 2023-65), are waived for the term of this MOU. It is further agreed that during the term of this MOU, no class will be removed from the bargaining unit except upon mutual agreement of the City and Association.

SECTION 2. EMPLOYEE AND EMPLOYER RIGHTS

The parties hereto agree that except as stated herein, this MOU does not in any manner abridge, modify, or restrict the rights and prerogatives of the employees and

the City as set forth in the West Covina Municipal Code. It is understood that these rights and prerogatives of the City include but are not limited to determinations as to levels of service, staffing requirements, work schedules, overtime assignments and approval, number and location of work stations, nature of work performed, contracting for any work for operations, employee performance standards, including but not limited to quality and quantity standards, and reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services.

SECTION 3. SALARY

A. Preamble

In an effort to maintain competitive salaries, the City and the Association will cooperatively join in the process of developing new programs, determining new revenue sources, and ways of delivering services in a more cost effective manner. Participation by the employees shall play a significant role in achievement of productivity and program goals resulting in agreed upon periodic adjustments to salary.

B. Salary Increase

Effective the first full pay period following West Covina City Council approval of this MOU and not earlier, all classifications in the unit shall receive a three percent (3.0%) salary increase above their classifications' current assigned salary range. Effective the first full pay period following July 1, 2025, all classifications in the unit shall receive a three percent (3.0%) salary increase above their classifications' current assigned salary range. Effective the first full pay period following July 1, 2026, all classifications in the unit shall receive a three percent (3.0%) salary increase above their classifications' current assigned salary range.

C. Shift Salary Reconciliations

The parties entered into a side letter regarding the subject of scheduled paybacks on September 10, 2008 attached hereto as Appendix C and incorporated into this MOU.

D. Effective Date Of Step Increases and Extra Compensation

All step increases and extra compensation shall be made effective at the start of the next regular pay period.

SECTION 4. SENIOR OFFICER PAY

In recognition of continuous sworn service, the City shall provide additional compensation for years of service as follows:

10 years of service: 2% of base salary

15 years of service: 3% of base salary

20 years of service: 4.5% of base salary

25 + years of service: 7% of base salary

In order to receive that aforementioned additional monthly compensation, the employee must demonstrate that the years of service were as a sworn police officer.

SECTION 5. HAZARDOUS PAY AN ASSIGNMENT PAY

A. Unit employees assigned to motors (motorcycles) shall receive five percent (5%) of base salary pay, except as noted in Section 5E.

B. Unit employees assigned to K-9 duty shall receive five percent (5%) of base salary pay, except as noted in Section 5E.

C. Unit employees assigned to Detective duty shall receive two and one-half percent (2.5%) of base salary pay, except as noted in Section 5E.

D. Unit employees assigned to SWAT (Special Weapons and Tactics) detail shall receive two and one-half percent (2.5%) of base salary pay, except as noted in Section 5E.

E. Exceptions to Hazardous and Assignment Pay (Sections 5A through D, above) - All members will not be entitled to accumulate or multiply their percentage increase of base salary pay compensation above the highest percentage qualified for any one group or assignment. Example: If a member is service on a SWAT and as a Detective, they will only qualify for a two and one-half percent (2.5%) increase. This additional compensation only applies to members while serving in the above listed assignments. The additional compensation shall not continue after reassignment to another non-qualified assignment, and shall be relinquished upon the date of separation, honorable, dishonorable or otherwise, from the detail.

SECTION 6. HOURS OF WORK

A. Work Shifts

Daily hours of work or shifts for employees within the department shall be assigned by the Department Headas required to meet the operational requirements of said department. The normal work shift for non-public safety employees and certain designated safety employees may be eight (8) hours per day, nine (9) hours per day, ten (10) hours per day, twelve (12) hours per day, or twelve and one-half (12.5) hours per day as determined by the department.

B. Work Schedule Pay Backs

For employees covered by the 7(b) or 7(k) exception to the Fair Labor Standards Act (FLSA), on the 3/12 or 3/12.5 work schedule, work performed in excess of the normal daily work shift will be paid at the straight time rate of pay, until the employee has reconciled the hours owed to the City. Once the employee has reconciled the hours owed to the City, the remaining overtime worked is paid at time and one-half. The parties' side letter regarding scheduled pay backs is attached hereto and incorporated by reference as Appendix C.

C. Work Weeks

The City has established different FLSA work weeks to correspond to the various work schedules as follows:

1. **Police Representation Unit**

   Fourteen (14) day work period of eighty-six (86) hours. (7(k) exception of FLSA)

2. **5/8 and 4/10 Work Schedule**

   Seven (7) day work period of forty (40) hours that begins on Sunday at 12:00 A.M. and ends on Saturday at 11:59 P.M.

SECTION 7. TIME OFF BENEFITS FOR SHIFT PERSONNEL

Holidays, vacations, sick leave, and other similar "time off" benefits granted City employees by the Personnel Rules will be provided to all employees at the rate of eight (8) hours regardless of actual length of work day/shift.

SECTION 8. CAFETERIA PLAN

Effective January 1, 2013, Medical, Dental and Vision Insurance will be provided as set forth below for all bargaining unit members:

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

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

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

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

Effective January 1, 2025, any unit employee, who does not participate in the City's health insurance plan, and can demonstrate that they have health insurance coverage from another source, will receive a City contribution of three hundred fifty dollars ($350) per month. This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

B. Dental Insurance: In addition to the above amount for medical, the cafeteria amount shall also include up to $62.23 monthly for dental insurance for members and eligible dependents. If the dental insurance plan chosen by the member is less than $62.23, the amount shall be the cost of the dental insurance chosen. If the dental insurance plan chosen by the member is equal to or more than $62.23 per month, the amount shall be

$62.23.

C. Vision Insurance: In addition to the above amounts for medical and dental, the cafeteria amount shall also include up to $45.42 monthly for vision insurance for members and eligible dependents. If the vision insurance plan chosen by the member is less than $45.42, the amount shall be the cost of the vision insurance chosen. If the vision insurance plan chosen by the member is equal to or more than $45.42 per month, the amount shall be $45.42.

SECTION 9. LIFE INSURANCE POLICIES

A. The City shall provide all unit employees a term life insurance policy in the amount equal to one-half of their annual salary.

B. The City will also provide a one hundred thousand dollar ($100,000) life insurance if killed in the line of duty.

C. The City will also provide an additional ten thousand dollar ($10,000) Life and AD&D (Accidental Death & Dismemberment).

SECTION 10. BENEFICIARY'S CONTINUANCE

A. In the Line Of Duty

If a sworn employee is killed in the line of duty, while engaged in official police business, the decedent's spouse and/or dependents, if not provided with an employer-paid health insurance program equal to the City of West Covina program, shall be eligible for City payment of City-provided medical (health) insurance, subject to the following:

1. Said spouse and/or dependents must have been covered by a City-provided medical (health) insurance program at the time of the employee's death.
2. Payment for medical (health) insurance shall be terminated upon remarriage of the affected spouse, or, in the case of dependent children, on their reaching the age of majority or upon being adopted.
3. Maximum monthly amount payable under this program shall not exceed the amount available to existing employees for the purpose of health

insurance.

B. Term of Program

The term of this program shall not exceed ten (10) years from the date of such employee's death.

SECTION 11. RETIREE HEALTH AND DENTAL INSURANCE

A. Health Insurance

The City contracts with the California Public Employees' Retirement System (CalPERS) for the provision of health insurance. To comply with PEMHCA, 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 PEMHCA, the City will provide a retiree longevity stipend to offset the cost of retiree medical benefits as follows:

1. **Tier 1 Employees:** The term "employee" as it relates to Tier 1 retiree health benefits, includes all prior retirees, current employees and future retirees, with the exception of Tier 2 and Tier 3 employees. For employees hired prior to July 1, 2012 with a minimum of five (5) 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 nine hundred thirty-one dollars and twenty-six cents ($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 nine hundred thirty-one dollars and twenty-six cents ($931.26) or more, the amount the City will contribute into the HRA per month will be nine hundred thirty-one dollars and twenty-six cents ($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. For employees hired prior to July 1, 2012 with a minimum of five (5) 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 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 than one thousand four dollars and eighty cents $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 one thousand four dollars and eighty cents ($1,004.80) minus the PERS statutory minimum for that year.

Employees hired prior to July 1, 2012 with less than five (5) years sworn service with the West Covina Police Department are not eligible for 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.

2. **Tier 2 Employees**: Employees hired on or after July 1, 2012 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 twenty (20) years of sworn service, five (5) 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.

3. **Tier 3 Employees**: Employees hired on or after January 28, 2017 are not eligible for the retiree longevity stipend. As set forth above, the City will contribute the PERS statutory minimum amount on the retiree's behalf. Tier 3 employees shall receive a two hundred dollar ($200) per month City contribution to a Retiree Health Savings plan. Tier 3 employees shall also make a mandatory fifty dollar ($50) per month contribution to the Retiree Health Savings plan.

B. Dental Insurance

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

SECTION 12. PERS EMPOYEE'S CONTRIBUTION – PAID BY EMPLOYEE

The employee shall pay the entire nine percent (9%) member contribution to the Public Employees' Retirement System (PERS). The employee who does not qualify as a "New Member" shall pay, via payroll deduction, an additional three percent (3%) of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with California Government Code section 20516(f). Thus, the total employee contribution shall be twelve percent (12%). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction. The City shall amend the CalPERS contract so that cost sharing will be by contract amendment under California Government Code section 20516(a). Should the City not amend the CalPERS contract so that cost sharing will be by contract amendment under California Government Code section 20516(a) within one hundred twenty (120) days after the date of West Covina City Council approval of the MOU, then cost sharing in accordance with California Government Code section 20516(f) shall temporarily cease and cost sharing will not

resume until it is effective under California Government Code section 20516(a).

The employee who qualifies as a "New Member" shall pay fifty percent (50%) of the applicable normal cost as their member contribution (California Government Code section 7522.30(c)). In the event that fifty percent (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 twelve percent (12%) of compensation earnable and fifty percent (50%) of the applicable normal cost member contribution pursuant to cost sharing in accordance with California Government Code section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction. The City shall amend the CalPERS contract so that cost sharing will be by contract amendment under California Government Code section 20516(a). Should the City not amend the CalPERS contract so that cost sharing will be by contract amendment under California Government Code section 20516(a) within one hundred twenty (120) days after the date of West Covina City Council approval of the MOU, then cost sharing in accordance with California Government Code section 20516(f) shall temporarily cease and cost sharing will not resume until it is effective under California Government Code section 20516(a).

The parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution memorialized in the City's PERS contract shall continue.

SECTION 13. PERS RETIREMENT BENEFITS

The contract between the City and CalPERS shall provide the following benefits for unit employees:

A. Unused Sick Leave

Unused accumulated sick leave may be converted to additional service credit at the time of retirement pursuant to California Government Code section 20965.

B. One Year Final Compensation

Retirement benefits shall be computed using the One-Year Final Compensation Option pursuant to California Government Code section 20042. After July 1, 2012, retirement benefits for all new employees hired on or after the effective date of the PERS contract amendment on December 20, 2012 shall be computed using the Three Year

Average Final Compensation Option pursuant to California Government Code section 20037.

C. PERS Retirement Formula

Safety employees receive the three percent (3%) at age fifty (50) retirement formula, pursuant to California Government Code section 21362.2. After July 1, 2012, retirement benefits for all employees in the unit hired on or after the effective date of the PERS contract amendment on December 20, 2012 shall be based on the Safety employees' three percent (3%) at age fifty-five (55) retirement formula, pursuant to California Government Code section 21363.1.

D. 4th Level Survivor Benefits

Level 4 of 1959 Survivor Benefits pursuant to California Government Code section 21574.

E. Military Buy Back

Military service credit as public service credit pursuant to California Government Code section 21024.

F. Post-Retirement Survivor Continuance

Post-Retirement Survivor Continuance benefit pursuant to California Government sections 21263 and 21263.1.

G. Pre-Retirement Optional Settlement 2 Death Benefit

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

H. Pre-Retirement Death Benefit After Remarriage of Survivor

Pre-Retirement Death Benefit After Remarriage of Survivor pursuant to California Government Code section 21551.

SECTION 14. DEFERRED COMPENSATION

The City shall match up to fifty dollars ($50.00) per month for members who participate in a deferred compensation program.

SECTION 15. UNIFORM AND MAINTENANCE ALLOWANCE – IN LIEU OF ISSUANCE

A. Allowance and Payment

The annual uniform and maintenance allowance is one thousand dollars ($1,000) and the annual payment will be made in January of each calendar year. If a unit employee receiving such payment terminates during the course of that year, the uniform allowance will be adjusted for those months served and the balance will be deducted from the final paycheck for that employee.

B. Newly Hired Police Officers

The City agrees to provide newly hired police officers with one regulation uniform and the annual uniform allowance is prorated based upon date of hire.

SECTION 16. BILINGUAL SKILLS PAY

A. Eligibility and Compensation

Unit employees with bilingual skills shall receive one hundred dollars ($100) per month provided they possess and are using a language skill necessary for effective communication within the community, are assigned by the Police Chief, and have been certified by Human Resources.

B. Language Skills

The Police Chief shall determine the language skills necessary to effectively conduct police business and activities with the citizens of the community, subject to approval of the City Manager.

C. Certify Through Testing

The Human Resources Department shall certify, through testing, that the employee has a basic fundamental conversational skill level.

D. Limitations

Only one (1) bilingual allowance will be paid to an employee regardless of the number of certified languages.

SECTION 17. CALL-BACK, COURT "ON-CALL" AND COURT CALL-BACK

A. Call-Back – "Non Court Time"

1. Call-back is unscheduled time worked, performed by an off duty unit employee called back to work after they have completed their regular work schedule and have left work or are on their day off.

2. Unit employees must physically return to the worksite in order to receive call-back pay. Travel time to work and returning home shall not be counted as time worked.

B. Court "On-Call"

1. Court "on-call" is when a unit employee is subpoenaed and placed on "on-call" during their assigned off duty non-work time.
2. "On-call" is for subpoenas for job-related matters only.

C. Court Call-Back

1. Court call-back time shall be defined as non-contiguous work hours performed by an off duty unit employee called back to work after they have completed their regular work schedule or are on their day off for time spent.
2. Court call-back time shall be for time spent pursuant to a subpoena to appear in the performance of the unit employee's duty.

SECTION 18. COMPENSATION – CALL-BACK, COURT "ON-CALL", AND COURT CALL-BACK

A. Call-Back Compensation

Unit employees shall be paid at time and one half (1 ½) with a two (2) hour minimum for call-back time, which fall within their normal off duty period.

B. Court "On-Call" – Compensation

1. For each court day a unit employee is placed "on-call" by the courts, the City shall pay the eligible employee one hundred fifty dollars ($150) per court day, provided such "on-call" occurs beyond the employee's regular assigned work shift.
2. The one hundred and fifty dollars ($150) payment will be the maximum paid to any sworn unit employee for all "on-call" assignments per court day, except when additional compensation is authorized by the Police Chief.

C. Call-Back Court Time Compensation

1. Time spent in court by a unit employee beyond their regular scheduled

work shift will be paid at time and one half (1 ½) their regular hourly rate of pay with a two (2) hour minimum guarantee.

2. The minimum guarantee for call-back court time is four (4) hours.
3. If the minimum carries into the unit employee's scheduled work hours, overtime will be paid for the time up to the start of the scheduled work period of the unit employee.

   Example: Police Officer Smith is subpoenaed to appear in court at 1200 hours and is scheduled to start work at 1430 hours. Officer Smith would be eligible for overtime compensation of two and one half (2 ½) hours of overtime at time and one half (1 ½) of his regular hourly rate of pay.

SECTION 19. TUITION REIMBURSEMENT

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 are set forth in the City's Administrative Policy approved on August 13, 1992, and amended thereafter.

SECTION 20. EDUCATIONAL INCENTIVE

Degrees eligible for educational incentives must be in a field that supports the employee's job-related responsibilities or has value to the organization (Department and/or City), as determined by the Police Chief and Human Resources Director, and earned from an institution of higher education accredited by one of the following:

MSA - Middle States Associations of Colleges and Schools
NASC - Northern Association of Schools and Colleges
NCA - North Central Association of Colleges and Schools
NEASC- New England Association of Schools and Colleges
SACS - Southern Association of Colleges and Schools
WASC - Western Association of Schools and Colleges

Any employee who is currently enrolled at an institution not accredited by the above associations shall be deemed a legacy beneficiary of this section so long as they were enrolled in such college or university prior to March 31, 2025.

Employees represented by the Association shall be eligible for the following highest-level Degree and/or POST certificate incentive achieved following the month in which the certified academic transcript and/or POST certificate is submitted to Human Resources:

A. <u>Degree</u>

1. Associate of Arts Degree or Equivalent (60 semester or 90 quarter units) - All eligible employees will receive two percent (2%) of base salary.
2. Bachelor's Degree - All eligible employees will receive four percent (4%) of base salary.
3. Master's Degree - All eligible employees will receive six percent (6%) of base salary.

B. <u>POST</u>

1. Intermediate POST - All eligible employees will receive one percent (1%) of base salary.
2. Advance POST - All eligible employees will receive two percent (2%) of base salary.

SECTION 21. <u>VACATION</u>

A. <u>Use</u>

1. New Employees - Upon completion of six (6) consecutive months of service, may be credited with one-half (½) of the annual earnings and may begin using such accrual. Thereafter, employees may use vacation as they complete each month of service.
2. It is the policy of the City that, where possible, vacation be taken in the year earned. Upon approval of the Department Head, vacation leave may be accumulated to the maximum levels set forth on the table in

Section B below.

3. The time during the year at which an employee may take their vacation shall be determined by the appointing authority of such employee with due regard to the wishes of the employee and particular regard for the needs of the service.
4. If a holiday falls within a scheduled vacation period, eight (8) additional hours of vacation shall be granted.
5. The Division Managers shall fix vacation periods for Department Heads.

B. <u>Vacation Leave Earned and Accumulated</u>

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

Months of Service	Hours Earned Per Pay Period	Hours Earned Per Month	Maximum Accruals
1 – 60*	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.

C. <u>Limitation – Vacation Leave Accrual</u>

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

approve a waiver of the maximum allowed unused balance for a period not to exceed six (6) months per fiscal year.

D. Lateral Entry Employees

Any person employed on the Lateral Entry Program at a salary in excess of the beginning salary fixed for the class and who has completed five years of service with a prior employer, performing the same or similar duties shall be eligible for one hundred twenty (120) hours vacation leave with pay upon the completion of eighteen (18) months of service with the City. Thereafter, for the purpose of computing the employee's future vacation they shall be deemed to have completed sixty (60) months of service.

E. Special Payment

Upon request of the employee and the Department Head and with the approval of the City Manager, in order to address unusual or emergency conditions, an employee may be paid the straight time daily equivalent of their salary in lieu of vacation time off. Such payment shall be for no more than forty (40) hours in any one calendar year.

F. Advance Payment of Vacation

Any employee who is authorized to take forty (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, Division Manager, and Finance Director.

SECTION 22. HOLIDAYS

A. Non-Shift Employees

New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day are designated holidays. Non-shift employees in the unit who work the 4/10 schedule shall be paid ten (10) hours for each holiday.

Non-shift employees shall accrue sixty-four (64) hours of compensatory time each

calendar year in lieu of designating additional specified holidays.

For designated holidays that are observed on days off for non-shift employees, they will have the option of selecting holiday in lieu pay or comp time for that day.

B. Shift Employees

For shift employees, holidays shall be granted on the basis of twelve (12) hours per month with no specific date designated. On an annual basis, employees can elect to take said time as follows:

a. Holiday Pay = five point fifty-four (5.54) hours per pay period
b. Holiday Leave Time (Comp) = twelve (12) hours per month

Elections must be made by December 1st of the previous calendar year. See attached Appendix B Holiday Leave Time/Holiday Pay Request Form.

Holiday Pay/Holiday Leave Time are provided on a pro rata basis. An employee who terminates employment will only be paid or receive Holiday Leave Time for holiday hours earned through the date of separation.

C. Observation of Saturday and Sunday Holiday

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. 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.

SECTION 23. SICK LEAVE

A. Allowance/Accumulation

Following completion of thirty (30) calendar days of continuous full-time service, each City employee paid upon a monthly basis shall be allowed eight (8) hours of credit for sick leave pay. Thereafter, for each calendar month of service in which the employee has worked or has been paid for more than two-thirds (⅔) of the actual number of working days of such month, they shall be allowed eight (8) hours of credit for sick leave with pay. Unused sick leave may be accumulated without limit.

B. Lateral Entry Sick Leave

Any person employed by the City for full-time service on the Lateral Entry Program at a salary in excess of the beginning salary fixed for the class and who, at the time of their employment, had accumulated unused full pay sick leave by virtue of their employment by another public entity, shall be given credit for that accumulated full pay sick leave as if it had been earned in the full-time service of the City.

C. Reinstatement of Sick Leave

Any employee who is reinstated under the provisions of these rules shall be given full credit for their unused accumulated sick leave at the time of termination, provided, however, that no payoff for accumulated sick leave was received upon termination.

D. Use of Sick Leave

1. Approval

Sick leave can only be granted, except as otherwise provided for in this MOU, upon the approval of the concerned appointing power or their designee in the case of bona fide illness or injury of the employee or in the event of the serious illness or death of a member of the employee's immediate family.

2. Immediate Family

No more than forty-eight (48) hours of sick leave within any calendar year may be granted to an employee for the care of attendance upon members of their immediate family, and not more than forty-eight (48) hours of sick leave within any calendar year may be granted to an employee for each absence due to death of their immediate family. The phrase "immediate family" is construed to mean the spouse, registered domestic partner, parent, parent-in-law, brother, sister, child, and a grandparent or grandchild, if residing within the home or within the same place of residence of the officer or employee.

E. Sick Leave Pay-Off Upon Termination

The City shall contract with CalPERS for the Credit for Unused Sick Leave option under California Government Code section 20965. Employees, upon retirement, shall be required to first use all accumulated and unused sick leave for PERS service credit. Any

accumulated and unused sick leave remaining after the purchase of service credit of one year (e.g. two thousand eighty (2,080) hours) shall be paid at one-third (1/3) of their accumulated or unused sick leave up to a maximum of four hundred (400) hours. Employees who die or voluntarily terminate prior to retirement shall not be required to first convert accumulated and unused sick leave for PERS service credit. Thus employees who die or voluntarily terminate prior to retirement shall be paid at one-third (1/3) of their accumulated or unused sick leave up to a maximum of four hundred (400) hours. However, there is no eligibility of pay out for unused sick leave for employees dying or terminating prior to three (3) years of full-time employment with the City.

F. <u>Sick Leave Annual Payoff Program</u>

The employee sick leave annual payoff program shall be administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular employee.
2. 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 thirty-six (36) current year unused hours in December, and may request cash payment for any hours above thirty-six (36) current year unused hours or may add it to the sick leave bank.
4. Sick leave used by an employee during each calendar year will be charged against the employee's current year earnings.
5. If thirty-six (36) hours per calendar year of unused sick leave are not available, the number of unused hours must be carried over to the sick leave bank.
6. To qualify for this program, employees shall not be allowed to change sick leave to other forms of paid leave upon return to work.
7. If the City has an ending surplus of less than five hundred thousand dollars ($500,000) in its General Fund Unassigned Fund Balance outside of required reserves in fiscal years 2023-2024 and/or 2024-2025 (based upon the audited financial statements), the sick leave payoff program for the succeeding fiscal year (2024-2026 and/or 2026-2027) shall be suspended.

SECTION 24. WORK RELATED DISABILITY LEAVE

The City will recognize applicable current Workers' Compensation Law regarding injury/illness arising out of and in the course of job duties.

SECTION 25. BEREAVEMENT LEAVE

Up to five (5) non-consecutive days of said paid leave per calendar year will be available to an employee in the event of the death of said employee's grandparent, grandchild, parent, parent-in-law, spouse, domestic partner, child, or sibling.

SECTION 26. OVERTIME

A. Policy

It is the policy of the City to avoid the necessity for overtime work whenever possible. However, when overtime is necessary and approved by the Department Head, payment will be at time and one-half (1 ½) for all hours worked in excess of the normal daily work shift. Vacation, sick leave, holidays, jury duty and compensatory time off shall be considered hours worked.

B. Compensation

Subject to approval of the employee's supervisor, all overtime worked shall be compensated at the rate of time and one-half (1 ½), or credited as compensatory time at time and one-half (1 ½).

C. Limitations

Supervisory approval of time and one-half (1 ½) shall not be withheld unless the overtime was made necessary by the employee's intentional neglect of customary duties.

D. Maximum Accumulation

In the absence of the approval of the Chief of Police, the maximum amount of compensatory time which may be accumulated by any one employee shall be one hundred (100) hours. Upon request and after approval of the Chief of Police the one hundred (100) hours accumulation may be increased.

E. One Time Deposit of Eighty (80) Hours

Effective the first day of the pay period beginning on or after July 1, 2012, the City

will create a separate compensatory time bank for each employee (as a form of other compensatory time off (as permitted by 29 CFR section 553.28 of the Department of Labor regulations implementing the FLSA and thus, not subject to the requirements of the FLSA) into which the City will deposit eighty (80) hours of leave. These leave hours will have no cash value and any hours remaining in this bank upon separation from employment will not be cashed out and payable to the employee.

These hours may only be used subject to approval of the employee's supervisor and when an employee's absence charged to this leave will not create a need to backfill a position on the same shift with overtime. This provision also applies to scheduled payback shifts.

SECTION 27. TRAINING TIME

For purposes of the time and one-half (1 ½) provisions of the compensatory time program, time spent in POST mandated training shall be treated as hours worked, provided that, at the option of the employee, such time may be paid at a straight time rate. "POST mandated training" shall be defined as including the annual in-service officer training program. Any training hours over the forty (40)-hour work week will be paid at time and one-half (1 ½), or credited as compensatory time and one-half (1 ½).

The Police Department shall maintain its current policies related to training time, including the following:

- For unit employees on the 3/12 workweek, a one (1)-day school (training time) in lieu of a normally scheduled workday will count as ten (10) hours of time worked, leaving a balance of two and a half (2 ½) hours. The employee will work this out with his immediate supervisor in the form of comp., vacation, or time worked.
- For unit employees on the 4/10 workweek, a one (1)-day school (training time) in lieu of a normally scheduled workday will count as ten (10) hours of time worked.
- Schools (training time) on an employee's day off are paid at eight (8) hours overtime (time and one-half (1 ½)).
- A week-long school will be considered as the employee's normal work week

and generally no overtime will be generated, except for covering the employee's normal shift. If the employee's scheduled workweek does not coincide with the dates of the school, (e.g., weekends), the employee may work his scheduled shift, as possible and with supervisory approval, and the training time shall be compensated at the rate of eight (8) hours a day at time and one-half (1 ½).

SECTION 28. TIME OFF-ASSOCIATION PRESIDENT

The President of the Association shall be given reasonable time off with pay where necessary to perform duties on matters within the scope of the Association's representation of its employee members subject to such terms and conditions mutually agreed upon by the President and the Chief of Police or designee.

SECTION 29. SAFETY EQUIPMENT

A. City Issued Safety Equipment

The City will provide all employees in the classifications represented by the Association the following items of safety equipment under the following conditions:

1. Sam Browne belt and keepers straps; ammunition pouch; one (1) box of live ammunition per year, as well as range ammunition as required; holster; weapon as required; gas mask as required; handcuffs and case; baton and ring; helmet; mace and mace holder; face shield; flashlight with batteries and holder; key holder; whistle; raincoat; rain boots.
2. With respect to present employees, the foregoing equipment shall be replaced or repaired at the City's expense upon certification by the West Covina Police Department that the equipment was lost, destroyed, worn out, or damaged in the line of duty.

B. Limitations

1. Specific required items of safety equipment need not be furnished to those employees who are not required to use such equipment in the line of duty.
2. All equipment furnished by the City shall be and remain the property of the City and shall be returned to the City upon termination of active

employment in the West Covina Police Department, or upon transfer to duties where said equipment is not required or needed.

SECTION 30. DISABILITY DISCRIMINATION

A. City Policy

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 the bargaining unit. Accommodations provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of past practice in any grievance process.

B. Limitations

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 31. GRIEVANCE PROCEDURE

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

SECTION 32. OTHER PROVISIONS NOT COVERED HERE

All present written rules, established practices, employee rights, privileges and benefits that are subject to meet and confer shall remain in full force and effect unless specifically altered by the provisions of this MOU or changed subsequent to completion of

any required meet and confer processes.

SECTION 33. NOTICE OF FUTURE MEET AND CONFER

If the Association desires to meet and confer with representatives of the City concerning improvements or changes in wages, hours, or other conditions of employment for the employee members represented by the Association which would take effect on or after July 1, 2027, the Association shall serve upon the City Manager a written request to meet and confer no later than February 1, 2027.

SECTION 34. SEPARABILITY

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 any tribunal of competent jurisdiction, such part or 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 35. TERM

The term of this MOU shall be effective July 1, 2024 through midnight June 30, 2027.

[SIGNATURE PAGE FOLLOWS.]

WEST COVINA POLICE OFFICERS' ASSOCIATION

George Ledesma President	Date
Name Vice President	Date
Name Treasurer	Date
Name Secretary	Date

CITY OF WEST COVINA

Paulina Morales City Manager	Date

APPROVED AS TO FORM:

Thomas Duarte City Attorney	Date

ATTEST:

Lisa Sherrick Assistant City Clerk	Date

CITY OF WEST COVINA
POLICE OFFICERS' ASSOCIATION
EMPLOYEE CLASSIFICATIONS AND SALARY RANGES

Effective First Full Pay Period Following Council Approval (3% Increase)						
Position Title	**Grade Code**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
POLICE OFFICER	PD01	$7,828	$8,219	$8,630	$9,062	$9,515
POLICE CORPORAL	PD02	$8,435	$8,857	$9,299	$9,763	$10,253
POLICE SERGEANT	PD03	$9,762	$10,252	$10,764	$11,302	$11,868

Effective First Full Pay Period Following July 1, 2025 (3% Increase)						
Position Title	**Grade Code**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
POLICE OFFICER	PD01	$8,063	$8,466	$8,889	$9,334	$9,801
POLICE CORPORAL	PD02	$8,688	$9,123	$9,578	$10,056	$10,560
POLICE SERGEANT	PD03	$10,055	$10,559	$11,086	$11,641	$12,224

Effective First Full Pay Period Following July 1, 2026 (3% Increase)						
Position Title	**Grade Code**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
POLICE OFFICER	PD01	$8,305	$8,720	$9,156	$9,614	$10,095
POLICE CORPORAL	PD02	$8,948	$9,396	$9,865	$10,358	$10,877
POLICE SERGEANT	PD03	$10,357	$10,876	$11,419	$11,990	$12,590

APPENDIX B



HOLIDAY LEAVE TIME / HOLIDAY PAY
- REQUEST FORM -

Employee Name:

_____

Date:

_____

__

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

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

THE SELECTION CANNOT BE CHANGED ONCE IT IS MADE

I ELECT:

□ **Holiday Pay**

□ **Holiday Leave Time**

_____

Employee Signature

_____

Date

SCHEDULED PAYBACK

SYNOPSIS

Organizational Objective:

1) Have more officers from the Patrol Division working actual "patrol hours" in a manner that is advantageous to both the organization and to the individual employees.

2) Fill the current supervisory gap on Sunday Night Watch.

Proposal:

Sworn employees working the 3/12.5 shift plan shall obtain their payback hours by signing up for and working a scheduled 10 hour payback shift as opposed to the current practice of applying their first 10 hours of overtime to their payback.

Additional elements to the proposal:

1) Payment of overtime on every check as opposed to every other check.

2) Maintain the Patrol Lieutenant's normal shift at a 12.3 hour day and 12 hour payback.

3) A mandatory rest period of 4 hours for employees working 18 consecutive hours.

Administrative Procedural Guidelines Synopsis:

1) Schedule payback in each of the twelve months.

2) Payback is from calendar month to calendar month.

3) Officers choose their payback days every 6 months at the same time and same manner in which they choose their shifts.

4) There shall be only one payback officer from a crew working any given shift with the exception of:
   a. Officers flexing off of a holiday
   b. Crews with more than 8 officers

5) Within the 1st week of each new shift;
   a. Crew Sergeants verify with each of their crew members that if any of their payback days fall on a holiday, the officer has a chance to flex that particular day to another day available to his/her crew within that particular month.
   b. The Crew Sergeants then tickle each of their crew member's payback days for the next six months.

6) Once the officer's payback days are tickled, the officer may only take those days off by filling out a Day-Off Request form in the same manner he/she would take any other scheduled day off.

7) Every time an officers works a payback day, they shall hand in an Overtime Slip for 10 hours, marked "Payback".

8) Officers working payback are "generally" to be assigned as the 15-A, 25-A, or the 35-A beat car.

9) No scheduled payback for the K-9 officers as they already have it built into their schedule.

10) Payback hours are worked during the first 10 hours of a shift. Officers working payback attend the briefing for the shift they are working. Should an officer working payback be used to cover minimum staffing, the additional 2.5 hours to cover the shift would be paid at the current overtime rate.

11) Under normal circumstances, officers working their payback shift will be used to maintain beat minimums created by shift officers taking time off. At the discretion of the Patrol Commander, shift supervisors may use the payback officer to fill other special needs on the crew. These special needs may include, but are not limited to, emergency staffing, directed patrols, patrol situation, and community events.

12) This proposal for scheduled payback will be on a trial basis for a period of one year (September 2008-September 2009). At the end of the one year trial period, the program may be rescinded through written notification by the Chief of Police or the WCPOA President.

Sergeants and Lieutenant Payback Schedules

1) The Day Watch Sergeants and the Day Watch Lieutenants (from Crews 3 & 4) shall obtain their payback by working the vacant Watch Commander position each Friday.

2) The Night Watch Sergeants and the Night Watch Lieutenants (from Crews 1 & 2) shall obtain their payback by working the vacant Watch Commander position each Sunday night.

3) The two Overlap Sergeants (from Crews 5 & 6) shall obtain their payback by working opposing Saturday overlap shifts. The Overlap Sergeants shall coordinate their payback shifts so that they work with their GAT team members who also obtain their payback by working one Saturday overlap shift per month.

4) The Relief Sergeant (from Crew 7) shall be allowed to select any day and any shift to obtain his/her payback hours.

PARTIES TO THE AGREEMENT

City of West Covina Police Officers Association

HUSTON CLEMENTS, President

City of West Covina

FRANK J. WILLS, Chief of Police

APPROVED AS TO FORM:

RICHARD SHINEE, Attorney

MARC TAYLOR, Patrol Commander

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed this 10th day of September, 2008.

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 15, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF ANNUAL MILITARY EQUIPMENT REPORT (AB 481) AND RENEWAL OF ORDINANCE ADOPTING MILITARY EQUIPMENT POLICY**

RECOMMENDATION:

It is recommended that the City Council:

1. Receive and file the annual military equipment report; and
2. Adopt the following resolution to renew Ordinance No. 2516, which adopted an amended Military Equipment Policy:

   RESOLUTION NO. 2024-65 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, RENEWING ORDINANCE NO. 2516 REGARDING THE POLICE DEPARTMENT'S MILITARY EQUIPMENT POLICY

BACKGROUND:

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

The term "military equipment," as used in AB 481, does not necessarily indicate equipment has been used by the military. Pursuant to AB 481, items deemed to be "military equipment" include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, less lethal shotguns, less lethal 40mm projectile launchers, and flashbangs. Other items deemed to be "military equipment" by AB 481 include foundational equipment such as rifles, which allow peace officers to address lethal threats from a greater distance and with greater precision.

According to AB 481, the military equipment use policy must be adopted at a regular meeting of the City Council. On May 17, 2022, the City Council adopted Ordinance No. 2497, adopting a Military Equipment Policy ("Policy") governing the use of items that are deemed "military equipment" under AB 481. The Policy was effective as of June 17, 2022. On September 5, 2023, the City Council adopted Ordinance No. 2516, amending the Policy to amend the military equipment inventory list.

Once adopted, AB 481 requires an annual review and renewal of the ordinance, annual reporting on the military equipment identified in the Policy, and an annual community engagement meeting regarding the annual report. AB 481 requires that the annual military equipment report include the following information for the immediately preceding calendar year for each type of military equipment:

1. A summary of how the military equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the military equipment.
3. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing expenses, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
5. The quantity possessed for each type of military equipment.
6. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

DISCUSSION:

The Police Department has prepared an annual report (Attachment No. 1) per AB 481 and the Policy. Under AB 481 and the Policy, the Police Department will host a community engagement meeting on October 30, 2024, at 5:00 pm in the West Covina Council Chambers to discuss the report and respond to questions from the public regarding the funding, acquisition, or use of military equipment.

The Police Department has not identified the need for additional “military equipment” items under AB 481; however, if a need arises, the Department will proceed with acquisitions only after all the guidelines established in AB 481 are completed.

As outlined above, AB 481 also requires the City Council to review and renew the ordinance adopting the Policy annually. In order to renew the ordinance, AB 481 requires the City Council to determine, based on annual military equipment report, whether each type of military equipment identified in the report has complied with the standards for approval set forth in AB 481. As outlined in the annual report, each type of military equipment has complied with the standards for approval set forth in AB 481. To renew the Policy as required by AB 481, staff recommends that the City Council adopt the proposed resolution (Attachment No. 2).

LEGAL REVIEW:

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

Prepared by: Keith Freeman, Lieutenant
Additional Approval: Richard Bell, Chief of Police

Fiscal Impact

FISCAL IMPACT:

This agenda item is to receive and file, therefore; there is no fiscal impact associated with this action.

Attachments

Attachment No. 1 - 2023 WCPD Military Equipment Report
Attachment No. 2 - Resolution No. 2024-65

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

ATTACHMENT NO. 1

West Covina Police Department
Annual Military Equipment Report
2023

Assembly Bill 481 ("AB 481"), codified at Sections 7070 through 7075 of the California Government Code, relates to the use of "military equipment" by law enforcement agencies in California. AB 481 provides an expansive definition of "military equipment" that includes many items which law enforcement agencies use, deploy, and obtain on a regular basis. AB 481 requires law enforcement agencies to obtain approval from their governing bodies of military equipment use policies before purchasing, raising funds for, or acquiring military equipment. AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, and used by law enforcement agencies. The military equipment use policy must be approved via ordinance and reviewed and renewed by the governing body each year. AB 481 also requires the law enforcement agency to submit an annual report on the equipment identified in the military equipment use policy and conduct a community engagement meeting within 30 days of submitting and publicly releasing the annual report.

On May 17, 2022, the City Council adopted Ordinance No. 2497, adopting a Military Equipment Policy ("Policy") governing the use of items that are deemed "military equipment" under AB 481. The Policy was effective as of June 17, 2022. On September 5, 2023, the City Council adopted Ordinance No. 2516, amending the Policy to amend the military equipment inventory list.

AB 481 requires that the annual military equipment report include the following information for the preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.
(2) A summary of any complaints or concerns received concerning the military equipment.
(3) The results of any internal audits, any information about violations of the military equipment use policy and any actions taken in response.
(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing expenses, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
(5) The quantity possessed for each type of military equipment.
(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

This annual Military Equipment Report ("Annual Report") has been prepared in accordance with the requirements outlined in California Government Code § 7072. The West Covina Police Department will host a community

engagement meeting on October 30, 2024, at 5:00 pm in the West Covina Council Chambers to discuss the Annual Report and respond to questions from the public regarding the funding, acquisition, or use of military equipment.

The following constitutes the West Covina Police Department's Annual Report, which covers the period of January 1, 2023 through December 31, 2023.

2023 Military Equipment Use, Amount of Usage, and Annual Cost:

Item	Military Equipment Use	Amount of Usage	2023 Annual Expenditures	Source of Funds for 2023
UAS	a) Field Deployment b) Training Session	a) 6 b) 10	$59,940.24 (replaced drone fleet due to older drones being outdated)	Federal Asset Sharing
Robots	a) Field Deployment b) Training Session	a) 0 b) 0	$0 (miscellaneous parts and battery)	General Fund
Armored Vehicle MRAP	a) Not used	a) N/A	$0 (maintenance and storage)	General Fund
Armored Vehicle Peacekeeper	a) Field Deployment b) Training Session	a) 0 b) 0	$0 (maintenance and storage)	General Fund
Armored Vehicle Bearcat	a) Field Deployment b) Training Session	a) 5 b) 11	$538.06 (maintenance and storage)	General Fund
Mobile Command Post	a) Field Deployment b) Training Session c) Dispatch Center	a) 11 b) 7 c) 0	$1,146.46 (maintenance)	General Fund
Breaching Apparatus (Shotguns and Ammunition)	a) Field Deployment b) Training Session	a) 0 b) 0	$0 (maintenance and ammunition)	General Fund
Firearms of .50 Caliber and Ammunition	a) Field Deployment b) Training Session	a) 0 b) 0	$0 (maintenance and ammunition)	General Fund
Specialized Firearms (Colt M4)	a) Field Deployment b) Training Session	a) 0 b) 15	$0 (maintenance)	General Fund
Specialized Firearms (AR-10)	a) Field Deployment b) Training Session	a) 0 b) 0	$0 (maintenance and ammunition)	General Fund
Specialized Firearms (Colt M4 Commando)	a) Field Deployment b) Training Session	a) 0 b) 18	$0 (maintenance)	General Fund
Specialized Firearms (MPX)	a) Field Deployment b) Training Session	a) 0 b) 15	$0 (maintenance)	General Fund
Specialized Firearms (MP5)	a) Field Deployment b) Training Session	a) 0 b) 5	$0 (maintenance)	General Fund
Diversionary Device (Flashbang)	a) Field Deployment b) Training Session	a) 1 b) 9	$4,338.56 (inventory replacement)	General Fund
Chemical Agents	a) Field Deployment b) Training Session	a) 0 b) 2	$0 (inventory replacement)	General Fund
Chemical Agent Launchers	a) Field Deployment b) Training Session	a) 0 b) 2	$0 (maintenance and ammunition)	General Fund
40mm Launchers and Munitions	a) Field Deployment b) Training Session	a) 7 b) 4	$0 (maintenance and ammunition)	General Fund
Bean Bag Launchers	a) Field Deployment b) Training Session	a) 3 b) 2	$0 (maintenance and ammunition)	General Fund

Approved West Covina Police Department Military Equipment:

1. **Unmanned Aircraft System (UAS):** An unmanned aircraft and the associated equipment necessary to control it remotely.
   a. Description, quantity, capabilities, and purchase cost
      i. DJI MAVIC MATRICE 210 | Cost: $16,910 each | Quantity: 2 | UAS weighing approximately 13.5 lbs., approximately 30 minutes of flight time, and attachments including FLIR camera, spotlight, optical zoom camera, and ability to record video.
      ii. DJI SPARK | Cost: $500 each | Quantity: 3 | UAS with a single-color camera, weighs approximately 0.6 lbs., approximately 15-20 minutes of flight time, and has video recording capabilities.
      iii. DJI PHANTOM 4 Pro | Cost: $3,500 each | Quantity: 2 | UAS that weighs approximately 3 lbs., has approximately 30 minutes of flight time, and is capable of video recording.
      iv. DJI Matrice 30T | Cost: $12,251.98 each | Quantity: 2 | UAS weighing approximately 8.3 lbs., approximately 40 minutes of flight time, and attachments including thermal and optical zoom camera, spotlight, speaker, and ability to record video.
      v. DJI Mavic | Cost: $5,498 each | Quantity: 1 | UAS weighing approximately 1.6 lbs., approximately 46 minutes of flight time, and attachments optical zoom camera, speaker, and ability to record video.
      vi. DJI Mini 3 | Cost: $3,565 each | Quantity: 1 | UAS weighing approximately 0.55 lbs., approximately 34 minutes of flight time.
      vii. DJI Avata | Cost: $2,422.99 each | Quantity: 2 | UAS weighing approximately 0.90 lbs., approximately 18 minutes of flight time.
   b. Purpose
      To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:
      i. Major collision investigations
      ii. Search for missing persons
      iii. Natural disaster management
      iv. Crime scene photography
      v. Special Problems Detail [Special Weapons and Tactics (SWAT)/Crisis Negotiations Team (CNT)], tactical, or other public safety and life preservation missions
      vi. In response to specific requests from local, state, or federal fire authorities for significant incidents, Authorized Use
      Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.
   c. Expected Lifespan
      All UAS Equipment: 3 to 7 years
   d. Fiscal Impact
      All UAS Equipment: Annual maintenance and battery replacement costs are approximately $0 to $3,000
   e. Training
      The Federal Aviation Administration licenses all Department UAS operators for UAS operation. In addition, each operator must attend an introductory UAS operator course and ongoing bi-monthly unit training.
   f. Legal and Procedural Rules
      Use is established in FAA Regulation 14 CFR Part 107 and the Department's UAS policy (Unmanned Aerial System (UAS) Operations). It is the policy of the Department to utilize UAS only for official law enforcement purposes and according to State and Federal law.

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

3. **Armored Vehicle:** Commercially produced wheeled armored personnel vehicles utilized for law enforcement.
   a. Description, quantity, capabilities, and purchase cost
      i. 2012 BAE Systems Tactical Vehicle Systems Mine Resistant Ambush Protected (MRAP) Vehicle | Cost: $0 each (Obtained through the Federal 1033 Program) | Quantity: 1 | The Mine Resistant Ambush Protected Vehicle is an armored vehicle that seats ten personnel with an open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. Provides greater levels of survivability and mobility to navigate challenging and unpredictable environments. Greater survivability is achieved through an enhanced monolithic floor, a strengthened chassis frame, and highly effective blast-absorbing seats.
      ii. Cadillac Gage Commando Ranger, Peacekeeper | Cost: $0 each (Obtained through the Federal 1033 Program) | Quantity: 1 | The Peacekeeper is an armored vehicle that seats eight personnel and has an open floor plan that allows for the rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shields and personal body armor.
      iii. Lenco Bearcat, G2 | Cost: $304,630 each | Quantity: 1 | The Bearcat is an armored vehicle that seats 10 to 12 personnel. Its open floor plan allows for the rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shields and personal body armor.

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

c. Authorized Use

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

d. Expected Lifespan
   i. MRAP: Approximately 25 years
   ii. Peacekeeper: Approximately 25 years
   iii. Lenco Bearcat G2: Approximately 25 years

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

f. Training

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

g. Legal and Procedural Rules

   The Manual establishes use (Vehicle Use, Vehicle Maintenance, and Specialty Vehicle Deployment). According to state and federal law, the Department utilizes armored vehicles for official law enforcement purposes.

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

a. Description, quantity, capabilities, and purchase cost

   2014 Mobile Specialty Vehicles (custom-built, using a Lone Star chassis) 40 LS Lone Star | Cost: $471,806 | Quantity: 1 | A Class A RV outfitted with radio communications, computers, computer-aided dispatch (CAD)

capabilities, monitors, and restroom to function as a mobile office for members of the department during department-approved functions.

b. Purpose

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

c. Authorized Use

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

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

d. Expected Lifespan

MCP: 20 years on chassis and vehicle structure

e. Fiscal Impact

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

f. Training

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

g. Legal and Procedural Rules

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

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

a. Description, quantity, capabilities, and purchase cost

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

b. Purpose

They provide officers with a way to gain entry into a structure safely.

c. Authorized Use

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

d. Expected Lifespan

i. Breaching Shotguns: 25 years
ii. Royal Arms Tesar-2 black cap 425-grain copper breaching round: 5 years
iii. Royal Arms Tesar-4 yellow cap 750-grain copper frangible breaching round: 5 years

e. Fiscal Impact

i. Breaching Shotguns: Annual maintenance of approximately $0 to $50
ii. Breaching Round: Expected annual cost between $0 to $300 to replenish used stock

f. Training

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

g. Legal and Procedural Rules

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

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

a. Description, quantity, capabilities, and purchase cost

i. McMillian TAC-50 Bolt Action Sniper Rifle | Cost: $7,100 each | Quantity: 1 | The McMillan TAC-50 is a manually operated, rotary bolt-action rifle. The large bolt has dual front locking lugs, and its body has spiral flutes to reduce weight. The heavy match-grade barrel is also fluted to dissipate heat quickly and reduce overall weight. It is fitted with an effective muzzle brake to reduce recoil. The rifle is fed from detachable box magazines, holding five rounds each. The stock is made from fiberglass by McMillan Stocks and is designed to be used from a bipod only. The buttstock is adjustable for the length of pull with rubber spacers and can be removed for compact storage. The rifle has no open sights; it can be used with various telescopic or night sights. The rifle can also be used to hit subjects that are hiding behind cover and walls, as its powerful ammunition can penetrate through bricks and concrete.
ii. Hornady .50 Caliber BMG 750 Grain A-Max Ammunition Cartridge | Cost: $67 (per box of 10) | Quantity: Not to exceed 1,000 | Loaded to exacting specifications to provide pinpoint accuracy. Each cartridge has either Hornady® A-MAX® bullets, high-performance boat tail hollow points, or the new, radically superior ELD® Match bullets. Stringent quality control ensures proper bullet seating, consistent charges and pressures, optimal velocity, consistent overall length, and repeatable accuracy.

b. Purpose

The rifle allows authorized personnel to pierce hard armor, multiple layers of mild steel, substantial brick, concrete, and other materials that may give hard cover to armed and dangerous suspects. It can also disable

vehicles, disrupt homemade explosives, provide over-watch protection, and be used for tactical porting. Tactical porting uses a projectile fired from a hard target rifle to create a port or hole.

c. Authorized Use

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

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

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

f. Training

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

g. Legal and Procedural Rules

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

7. Specialized Firearms and Ammunition: Firearms fired from shoulder level, with a long spirally grooved barrel intended to make bullets spin and thereby increase accuracy over a long distance.

a. Description, quantity, capabilities, and purchase cost
   i. Colt M4 Carbine 5.56MM Rifle, Model: LE6920MPS B | Cost: $636.55 each | Quantity: Not to exceed 80 | The carbine rifle is a firearm capable of accurately stopping an armed subject at various distances. The carbine rifle is a lightweight, air-cooled, gas-operated, magazine-fed, shoulder-fired weapon designed for semi-automatic & selective fire. The projectile can penetrate soft body armor worn by armed subjects.
   ii. DPMS Panther Arms AR-10 .308 Caliber Rifle, Model: LR-308 | Cost: $1,500 each | Quantity: 4 | The DPMS with a 16” customized barrel, AR-10, is a precision style rifle. The firearm is chambered in .308 Winchester/7.62 NATO Rifle and has a 16” customized precision barrel. The magazine holds 20 rounds of ammunition, and the rifle has a collapsible stock. This rifle is primarily used in an overwatch capacity to protect the community and SPD SWAT Team members during significant events and critical incidents. The projectile can penetrate soft body armor worn by armed subjects.
   iii. Federal Cartridge .308 Winchester Tactical Bonded Tip 168 Grain Duty Ammunition Cartridge | Cost: $319 (per case of 500) | Quantity: Not to exceed 10,000 | The Tactical Bonded Rifle Ammunition is a Federal product made exclusively for law enforcement. It achieves accuracy and terminal performance unmatched by any other ammunition. It is designed to defeat the toughest barriers with minimal deflection or deviation for the most intense situations.
   iv. Colt 5.56MM, M4 Commando Carbine Lower Receiver with Daniel Defense MK18 Upper Receiver Group | Cost: $1,900 each | Quantity: Not to exceed 30 | The carbine rifle is a firearm capable of accurately stopping an armed subject at various distances. The carbine rifle is a lightweight, air-cooled, gas-operated, magazine-fed, shoulder-fired weapon designed for semi-automatic and selective fire. The projectile can penetrate soft body armor worn by armed subjects.

v. Sig Sauer MPX Suppressed 9MM Sub-gun | Cost: $1,400 each | Quantity: Not to exceed 20 | The MPX is a firearm capable of accurately stopping an armed subject at various distances. It is compact and designed to match firepower while also being able to clear enclosed or close combat spaces.
vi. Heckler & Koch MP5 9MM Sub-gun | Cost: $2,500 each | Quantity: Not to exceed 20 | The MP5 is a firearm capable of accurately stopping an armed subject at various distances. It is compact and designed to match firepower while also having the capability to clear enclosed or close combat spaces.

b. Purpose

If present and feasible, they can be used as precision weapons to address a threat more accurately and/or at greater distances than a handgun. These firearms can also match the firepower of the threat and penetrate barriers or barricades in critical incidents.

c. Authorized Use

The Manual guides the use of all of the listed firearms. All officers are authorized to carry the Colt M4 Carbine, regardless of assignment. The AR-10 and M4 Commando carbine rifles are used explicitly by SWAT. The MPX and MP5 are specifically used by SWAT and the Special Enforcement Team (SET). These firearms are only authorized by an officer after attending an approved training with annual training and qualifications.

d. Expected Lifespan

i. Colt M4 Carbine 5.56MM Rifle: 20 years
ii. DPMS Panther Arms AR-10 .308 Caliber Rifle, Model: LR-308: 20 years
iii. Federal Cartridge .308 Winchester Tactical Bonded Tip 168 Grain Duty Ammunition Cartridge: No expiration
iv. Colt 5.56MM, M4 Commando Carbine Lower Receiver with Daniel Defense MK18 Upper Receiver Group: 20 years
v. Sig Sauer MPX Suppressed 9MM Sub-gun: 20 years
vi. Heckler & Koch MP5 9MM Sub-gun: 20 years

e. Fiscal Impact

i. Rifles: Annual maintenance is approximately $0 to $100 per rifle
ii. Ammunition (.308 Winchester): Expected annual cost between $200 and $1,000 to replenish used stock

f. Training

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

g. Legal and Procedural Rules

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

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

a. Description, quantity, capabilities, and purchase cost

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

ii. Combined Tactical Systems, 7290m Mini Flashbang | Cost: $38 each | Quantity: Not to exceed 60 | The 7290M Flashbang is an explosive device that produces a flash of light and a sudden, loud noise intended to temporarily stun, distract, and disperse people. It produces 175db of sound output and 6-8 million candelas of light.

iii. Combined Tactical Systems, 7290-9 Flashbang | Cost: $138.70 each| Quantity: Not to exceed 60 | The 7290-9 Flashbang is an explosive device that produces a flash of light and a sudden, loud noise intended to temporarily stun, distract, and disperse people.

b. Purpose

Properly using and deploying diversionary devices can increase officer safety and assist officers with completing a tactical situation. This includes, but is not limited to, barricaded suspects, hostage situations, high-risk warrant service, or any life-threatening situation.

c. Authorized Use

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

d. Expected Lifespan

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

e. Fiscal Impact

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

f. Training

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

g. Legal and Procedural Rules

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

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

a. Description, quantity, capabilities, and purchase cost

i. Defense Technology Pocket Tactical Grenade, CS, #1016 | Cost: $29.77 each | Quantity: Not to exceed 30 | The Pocket Tactical Grenade is a small, lightweight, easily carried device that provides a medium volume of a chemical agent (CS) or smoke for specific situations. It was designed with the tactical team in mind for distraction, concealment, rescue, or signaling. The pocket grenade is not explicitly intended as a crowd management device; however, it can be used in chemical configurations with larger smoke canisters to “piggyback” chemical agents into a predominately smoke environment.

ii. Defense Technology Pocket Tactical Grenade, Saf-Smoke, #1017 | Cost: $29.77 each | Quantity: Not to exceed 30 | The Pocket Tactical Grenade is a small, lightweight, easily carried device that provides a medium volume of a chemical agent or smoke for specific situations. It was designed with the tactical team in mind for distraction, concealment, rescue, or signaling. The pocket grenade is not explicitly intended as a crowd management device; however, it can be used in chemical configurations with larger smoke canisters to “piggyback” chemical agents into a predominately smoke environment.

iii. Defense Technology Spede-Heat Continuous Discharge Chemical Grenade, CS, #1072 | Cost: $30 each | Quantity: Not to exceed 30 | The Spede-Heat™ Grenade is explicitly designed for outdoor use in crowd control situations. It is a high-volume continuous burn device that expels its CS payload from a single source in approximately 20 - 40 seconds.

iv. Defense Technology Large Style Maximum Smoke, #1073, | Cost: $38.29 each | Quantity: Not exceeding 30 | The Large Style Maximum Smoke Grenade is designed specifically for outdoor crowd management situations. It is a high-volume, slow-burning device that deploys large quantities of grey-white-colored smoke for approximately 1.5 to 2 minutes. It can be utilized as a carrying agent (multiplier) for smaller OC, CN, or CS munitions or for concealing the movement of agency personnel. It may also be used as a distraction to focus attention away from other activities.

v. Defense Technology Maximum HC Smoke Military-Style Canister, #1083, | Cost: $35.62 each | Quantity: Not to exceed 30 | The Military-Style Maximum Smoke Grenade comes from the Defense Technology® #3 smoke grenade. It is a slow-burning, high-volume, continuous-discharge grenade designed for outdoor crowd management. Emits grey-white smoke only for approximately 1.5 to 2 minutes.

vi. Defense Technology Stinger CS Rubber Ball Grenade, #1088 | Cost: $50.62 each | Quantity: Not to exceed 30 | The Stinger® Grenade is a combination of a Less Lethal Impact Munitions and a Distraction Device® that may incorporate optional CS or OC laden powder if desired. The Stinger® Grenade is a maximum effect device as it delivers up to four stimuli for psychological and physiological effect: rubber pellets, light, sound, and an optional chemical agent or OC. The blast is sufficient to project the rubber balls and optional chemical agent in a 50-foot radius. The Stinger® Grenade is most widely used as a crowd management tool by law enforcement and corrections in indoor and outdoor operations. It may be hand-thrown or launched in the crowd's general direction as a pain compliance, distraction, and disorientation device for crowd management. It may be deployed for ground or aerial bursts at the operator's discretion. It is generally reserved as the last selection when chemical agents and less lethal impact munitions have not resolved the disorder or routed the crowd.

vii. Defense Technology Han-Ball Rubber Ball Grenade, CS, #1092 | Cost: $37.10 each | Quantity: Not to exceed 30 | The Han-Ball™ Rubber Ball Grenade is a fast-burning, high-volume continuous discharge grenade available in OC, CN, CS, and Saf-Smoke™. Designed specifically for outdoor use in crowd management situations. It is excellent for rapidly delivering a chemical agent or smoke in quickly changing tactical situations.

viii. Defense Technology Han-Ball Grenade, Saf-Smoke, #1093 | Cost: $37.10 each | Quantity: Not to exceed 30 | The Han-Ball™ Rubber Ball Grenade is a fast-burning, high-volume continuous discharge grenade available in OC, CN, CS, and Saf-Smoke™. It is excellent for rapidly delivering a chemical agent or smoke in quickly changing tactical situations. Hand throw or launch use only. Launching of grenades will provide deploying officers with additional standoff distances. This grenade offers coverage for large outdoor areas. In the Saf-Smoke™ configuration, it can be utilized for concealing the movement of agency personnel. It may also be used as a distraction to focus attention away from other activities.

ix. Defense Technology OC Aerosol Grenade Fogger, 1 OZ., #56814 | Cost: $13.75 each | Quantity: Not to exceed 30 | The Aerosol Grenade Fogger is a non-pyrotechnic that contains no chlorofluorocarbons (CFCs), is not a fire hazard, and requires minimal decontamination. It is designed for law enforcement use in tactical indoor operations. The purpose of the Aerosol Grenade Fogger is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The 1.3% Major Capsaicinoids provide sufficient effects in confined areas of up to 6,000 cubic feet, such as attics, crawl spaces, garages, and interior rooms.

x. Defense Technology OC Aerosol Grenade Fogger, 6 OZ., #56854 | Cost: $18.35 each | Quantity: Not to exceed 30 | The Aerosol Grenade Fogger is a non-pyrotechnic that contains no CFCs, is not a fire hazard, and requires minimal decontamination. It is designed for law enforcement use in tactical indoor

operations. The purpose of the Aerosol Grenade Fogger is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. The 1.3% Major Capsaicinoids provide sufficient effects in confined areas of up to 25,000 cubic feet, such as attics, crawl spaces, garages, and interior rooms.

xi. Combined Tactical Systems (CTS) 5230B CS Baffled Canister Grenade, Pyro, Low Flame | Cost: $45.20 each | Quantity: Not to exceed 100 | Pyrotechnic grenade designed for indoor/outdoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.

xii. Combined Tactical Systems (CTS) 6340 OC Vapor Grenade | Cost: $45.25 each | Quantity: Not to exceed 30 | This unique grenade delivers an invisible OC vapor and renders an intense respiratory effect to a non-compliant subject. The CTS 6340 has a 1-5 second discharge time and discharges OC vapor through three emission ports.

xiii. Defense Technology First Defense 1.3% MK-9 Stream, Gel, or Foam OC Aerosol, #56895, 56591, 56891, 56792 | Cost: $47.32 each | Quantity: Not to exceed 12 | The MK-9 features an easy to use trigger handle, is intended for use in crowd management, and will deliver 14 short bursts of OC at an effective range of 18-20 ft. This 1.3% MC OC aerosol product utilizes a stream delivery method, providing a target-specific, robust, and concentrated stream for greater standoff.

xiv. Defense Technology 1.3% MK-46V Stream OC Aerosol, #43046 | Cost $380.85 each | Quantity: Not to exceed 6 | The MK-46 features a trigger handle, is intended for use in crowd management, and will deliver 26 short bursts of OC at an effective range of 25-30 ft. This 1.3% MC OC aerosol product utilizes a stream delivery method, providing a target-specific, robust, and concentrated stream for greater standoff.

b. Purpose

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

c. Authorized Use

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

d. Training

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

e. Expected Lifespan

i. Defense Technology Pocket Tactical Grenade, CS, #1016: 5 years
ii. Defense Technology Pocket Tactical Grenade, Saf-Smoke: #1017: 5 years
iii. Defense Technology Spede-Heat Continuous Discharge Chemical Grenade, CS: #10725: 5 years
iv. Defense Technology Large Style Maximum Smoke: #1073: 5 years
v. Defense Technology Maximum HC Smoke Military-Style Canister: #1083: 5 years
vi. Defense Technology Stinger CS Rubber Ball Grenade: #1088: 5 years
vii. Defense Technology Han-Ball Rubber Ball Grenade, CS: #1092: 5 years
viii. Defense Technology Han-Ball Grenade, Saf-Smoke: #1093: 5 years
ix. Defense Technology OC Aerosol Grenade Fogger, 1OZ: #56814: 5 years
x. Defense Technology OC Aerosol Grenade Fogger, 6OZ: #56854: 5 years
xi. Combined Tactical Systems (CTS) CS Baffled Canister Grenade, Pyro, Low-Flame: 5230B: 5 years
xii. Combined Tactical Systems (CTS) OC Vapor Grenade: 6340: 5 years

xiii. Defense Technology First Defense 1.3% MK-9 Stream, Gel, or Foam OC Aerosol: #56895, 56591, 56891, 56792: 5 years
xiv. Defense Technology 1.3% MK-46V Stream OC Aerosol: #43046: 5 years

f. Fiscal Impact

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

g. Legal and Procedural Rules

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

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

a. Description, quantity, capabilities, and purchase cost

i. Combined Tactical Systems (CTS) LC5 Launching Cup | Cost: $302 each | Quantity: | Quantity: Not to exceed 6 | The CTS LC5 Launching Cup is designed for the 5200 series chemical agent grenades. The cup can be attached to virtually any 12-gauge shotgun, and it launches cartridges for crowd management or as a diversionary device.

ii. Defense Technology 12-Gauge Muzzle Bang/Launching Cartridge, #1210 | Cost: $6.64 each | Quantity: Not to exceed 160 | The 12-Gauge Muzzle Bang Launching Cartridge incorporates an opaque shell and utilizes black powder as the propellant. The 12-gauge Muzzle Bang Launching Cartridge is designed to be launched from a launching cup and produces 170 dB of sound output. It is intended to be aimed at the floor or wall at a 45-degree angle. It is used as a crowd management tool by law enforcement and corrections in crowd control situations as a means of warning, intimidation, or diversion. It may be deployed in the air over crowds or to the side to dissuade movement in a given direction. It may also be deployed to the far side of buildings to divert attention away from an approach or entry.

b. Purpose

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

c. Authorized Use

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

d. Expected Lifespan

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

e. Fiscal Impact

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

f. Training

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

g. Legal and Procedural Rules

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

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

a. Description, quantity, capabilities, and purchase cost

i. 40MM LMT™ Tactical Single Launcher I425, Expandable Stock | Cost: $1,200 each | Quantity: Not to exceed 40 | The 40LMT is a tactical single-shot launcher that features an expandable Rogers Super Stock and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two-point sling attachment. The 40LMT will fire standard 40mm less-lethal ammunition up to 4.8 inches in cartridge length.

ii. Penn Armas 40MM Multi-Shot, Pump Advance Launcher - 5" Cylinder | Cost: $3,336 each | Quantity: Not to exceed 6 | A 40mm pump-action advance magazine drum launcher with a fixed stock and combo rail. It has a six-shot capacity 5" cylinder and a 10.75" rifled barrel. The PGL-65 features include a Double-action trigger, trigger lock push button, and hammerlock safeties.

iii. Defense Technology 40MM eXact iMpact™ Sponge Round: #6325 | Cost: $20.79 each | Quantity: Not to exceed 1,000 | The 40 mm exact iMpact™ Sponge Round is a "point-of-aim, point-of-impact" direct fire round that is most commonly used by tactical teams in situations where maximum deliverable energy is desired for the incapacitation of an aggressive, non-compliant subject. The 40 mm exact iMpact™ Sponge Round is intended for direct fire deployment. These areas provide sufficient pain stimulus while significantly reducing serious or life-threatening injuries. The 40 mm exact iMpact™ Sponge Round can also be deployed in crowd control situations to protect the riot line, cover or enhance chemical munitions, or target specific agitators and organizers of the crowd. It is primarily a psychological deterrent and physiological distraction when used in this fashion. It is a pain compliance device that gets the crowd or subject moving or keeps them at a designated distance.

iv. Defense Technology 40MM eXact iMpact™ LE 40MM Extended Range Sponge Round: #6325LE | Cost: $23.52 each | Quantity: Not to exceed 150 | The eXact iMpact™ 40 mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consists of a plastic body and sponge nose. It can be launched at a greater distance to provide further separation from officers and used for crowd control, patrol, and tactical applications.

v. Defense Technology 40MM Direct Impact® OC Round: #6320 | Cost: $20.79 each | Quantity: Not to exceed 1,000 | A less lethal 40 mm lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40 mm grenade launcher with a rifled barrel at 295 feet per second (FPS). The 39-gram crushable foam projectile delivers 120 ft./lbs of energy upon impact in addition to the dispersion of 5 grams of OC irritant. The 40 mm Direct Impact OC round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.

vi. Defense Technology 40MM Direct Impact® OC Adjustable Range Round: #6320A | Cost: $37.95 each | Quantity: Not to exceed 150 | The 40mm Direct Impact® Adjustable Range Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload includes an OC powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload. The projectile design has a unique user-adjustable patented gas-bleed feature, which adjusts kinetic energy for two design points addressing close-in and extended-range engagements. In the opened position,

the standard range velocity allows for engagements of 1.5 – 40 meters. In the closed position, the extended range velocity allows for engagements of 40 – 70 meters.

vii. Defense Technology 40MM Direct Impact® CS Round: #6322 | Cost: $20.79 each | Quantity: Not to exceed 1,000 | A less lethal 40 mm lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40 mm grenade launcher with a rifled barrel at 295 feet per second (FPS). The 39-gram crushable foam projectile delivers 120 ft./lbs of energy upon impact and 5 grams of CS irritant dispersion. The 40MM Direct Impact CS round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.

viii. Defense Technology Direct Impact® 40MM Adjustable Range Round, CS Marking: #6322A | Cost: $37.95 each | Quantity: Not to exceed 150 | The 40mm Direct Impact® Adjustable Range Round consists of a plastic body and a crushable foam nose that contains a powder payload. This payload is a marking and CS powder. The crushable foam nose dissipates energy upon impact while releasing the powder payload. The projectile design has a unique user-adjustable patented gas-bleed feature, which adjusts kinetic energy for two design points addressing close-in and extended-range engagements. In the opened position, the standard range velocity allows for engagements of 1.5 – 40 meters. In the closed position, the extended range velocity allows for engagements of 40 – 70 meters.

ix. Defense Technology Ferret 40MM CS Liquid Barricade Penetrator Round, #2262 | Cost: $22.84 each | Quantity: Not to exceed 500 | The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboards, and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside a structure or vehicle. In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.

x. Defense Technology Ferret 40MM CS Powder Barricade Round, #2292 | Cost: $22.15 each | Quantity: Not to exceed 500 | The Ferret® 40 mm Barricade Penetrating Round is filled with a CS powder chemical agent. It is a frangible projectile that is spin-stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. It is primarily used by tactical teams and is designed to penetrate barriers, such as windows, hollow core doors, wallboards, and thin plywood. Upon impact, the nose ruptures and instantaneously delivers the agent payload inside a structure or vehicle.

b. Purpose

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

c. Authorized Use

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

i. Control a subject who is violent or is actively resisting
ii. Control a subject who has demonstrated, by words or action, an intention to be violent or to resist physically and reasonably appears to present the potential to harm officers, themselves, or others
iii. Disarm a suspect or control a subject who is reasonably believed to be armed
iv. Stop a fleeing subject who is wanted for a serious crime (Mere flight from a pursuing officer, without other known circumstances or factors, is not good cause for the use of a SIM to apprehend an individual)
v. Gain compliance during tactical situations that include but are not limited to a riot or civil unrest
vi. Control dangerous animals

vii. Be used on objects to gain a tactical advantage (e.g., windows, lights, etc.)
viii. Training exercises or approved demonstrations

d. Expected Lifespan
   i. LMT 40mm Launchers: At least 15 years
   ii. Penn Arms 40 mm Multi-Shot, Pump Advance Launcher, 5" Cylinder: At least 15 years
   iii. Defense Technology 40MM eXact iMpact™ Sponge Round: #6325: 5 years
   iv. Defense Technology 40MM eXact iMpact™ LE 40MM Extended Range Sponge Round: #6325LE: 5 years
   v. Defense Technology 40MM Direct Impact® OC Round: #6320: 5 years
   vi. Defense Technology 40MM Direct Impact® OC Adjustable Range Round: #6320A: 5 years
   vii. Defense Technology 40MM Direct Impact® CS Round: #6322: 5 years
   viii. Defense Technology Direct Impact® 40MM Adjustable Range Round, CS Marking: #6322A: 5 years
   ix. Defense Technology Ferret 40MM CS Liquid Barricade Penetrator Round, #2262: 5 years
   x. Defense Technology Ferret 40MM Powder Barricade Round, #2292: 5 years

e. Fiscal Impact
   i. Launchers: Annual maintenance is approximately $0 to $100 for each launcher
   ii. Munitions: Expected annual cost of $2,000 to $5,000 to replenish used stock (including training deployments)

f. Training

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

g. Legal and Procedural Rules

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

12. Specialty Impact Munitions (SIMs): 12 Gauge "Bean Bag" Launchers and Munitions: These devices are considered less lethal and are used to gain compliance from an individual violently or actively resisting. Such a device is intended to mitigate serious injuries to officers, the subject, and other individuals.

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

b. Purpose

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

c. Authorized Use

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

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

d. Expected Lifespan
   i. Mossberg 590 Shotgun (Standard department-issued): At least 15 years
   ii. Defense Technology 12-Gauge Drag Stabilized Round: 5 years
e. Fiscal Impact
   i. Shotgun: Annual maintenance is approximately $0 to $50 for each shotgun
   ii. Ammunition: Expected annual cost of $200 to $1,000 to replenish used stock
f. Training

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

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

Complaints or Concerns:

No complaints or concerns were reported regarding the use of the equipment in 2023. Complaints and/or concerns can be sent to militaryequipment@wcpd.org.

The current Military Equipment Policy is located on the Police Department's website at https://www.wcpd.org/resources/.

Internal Audit:

The Department conducted an internal audit and determined no policy violations of the Military Equipment Policy.

Additional Military Equipment:

The Department does not intend to acquire any new military equipment in the next year.

ATTACHMENT NO. 2

RESOLUTION NO. 2024-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, RENEWING ORDINANCE NO. 2516 REGARDING THE POLICE DEPARTMENT'S MILITARY EQUIPMENT POLICY

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481"), adding Chapter 12.8 (Funding, Acquisition, and Use of Military Equipment) to Division 7 of Title 1 of the California Government Code (Sections 7070 – 7075), relating to the use of military equipment, as defined, by California law enforcement agencies; and

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

WHEREAS, AB 481 requires a law enforcement agency to obtain authorization from its governing body via the adoption of a military equipment use policy via ordinance, approving the use of military equipment; and

WHEREAS, on May 17, 2022, the City Council adopted Ordinance No. 2497, adopting a military equipment policy governing the use of items that are deemed "military equipment" under AB 481; and

WHEREAS, on September 5, 2023, the City Council adopted Ordinance No. 2516, amending the military equipment policy to amend the military equipment inventory list; and

WHEREAS, AB 481 requires the Police Department to submit to the City Council an annual military equipment report for each type of military equipment approved by the City Council; and

WHEREAS, on October 15, 2024, the Police Department submitted its annual military equipment report; and

WHEREAS, AB 481 requires the City Council to annually review its ordinance adopting the military equipment policy and vote on whether to renew the ordinance; and

WHEREAS, AB 481 requires the City Council to determine, based on annual military equipment report, whether each type of military equipment identified in the report has complied with the standards for approval set forth in AB 481; and

WHEREAS, the City Council has reviewed the annual military equipment report submitted by the Police Department and determined that the military equipment has complied with all the standards for approval set forth in AB 481; and

WHEREAS, the City Council desires to renew Ordinance No. 2516 as required by AB 481.

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

SECTION 1. The above recitals are true and correct and are a substantial part of this resolution.

SECTION 2. Ordinance No. 2516 is hereby renewed.

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 15th day of October, 2024.

Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-65 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 15th day of October, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

AGENDA ITEM NO. 7

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 15, 2024

TO: Mayor and City Council

FROM: Paulina Morales, City Manager

SUBJECT: **CONSIDERATION OF OFFICE OF TRAFFIC SAFETY (OTS) GRANTS FOR POLICE & FIRE DEPARTMENTS**

RECOMMENDATION:

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

1. Accept the Grants Numbers PT25086 and EM25018 from the State Office of Traffic Safety (OTS), and authorize the City Manager and the City Manager's authorized designees to execute all grant related documents, in such form as approved by the City Attorney; and

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

RESOLUTION NO. 2024-63 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (OFFICE OF TRAFFIC SAFETY GRANTS)

BACKGROUND:

The State of California's Office of Traffic Safety (OTS) administers grant funding made available to California by the National Highway Traffic Safety Administration (NHTSA), to address the current and future traffic safety needs in the State. OTS funds more than $100 million dollars annually in innovative, evidence-based enforcement, education, and technologies designed to improve road and driver safety, competitively rating and awarding grant applications across the State. West Covina has obtained many of these competitive grants in the past. Last year, the Police Department obtained a $63,000 competitive grant from OTS (approved by the City Council on 10/17/2023, item #7) that funded saturation patrols, sobriety checkpoints, and traffic enforcement operations targeting problematic locations. The Fire Department did not receive grant funds last year.

DISCUSSION:

Now, the Police and Fire Departments have both obtained new competitive grants from OTS. The Police grant totals $75,000, with the overall goal of reducing fatal and injury collisions in West Covina—see Attachment No. 1. This grant funds special enforcement mobilizations identified by OTS as best practice strategies. These include saturation patrols, sobriety checkpoints, and traffic enforcement operations that target problematic locations. Most of this grant is comprised of sworn officer overtime, with a small portion for mandatory training and supplies.

The Fire grant totals $82,781, with the overall goal of improving crash response and extrication times by purchasing extrication equipment—see Attachment No. 2. Current practice is that the Truck Company stationed at Fire Station #2 responds with extrication equipment to all traffic collisions with a reported trapped victim. Extrication equipment will now be staged on each Fire Engine, allowing for quicker response times for extricating trapped victims. The entire amount of the grant is for equipment.

These two grants are reimbursable, contributing $157,781 exclusively for the project activities, between October 1, 2024 and September 30, 2025. These funds cannot be used for other purposes or to supplant existing funding.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form and will approve the agreements as to form prior to execution.

Prepared by: Alex B. Houston, Police Administrative Services Manager
Additional Approval: Richard Bell, Chief of Police
Additional Approval: Vincent Capelle, Fire Chief

Fiscal Impact

FISCAL IMPACT:

The City will receive $157,781 in reimbursement funds from OTS during the grant period. As detailed in the proposed budget amendment, Staff is recommending expenditure appropriations of this amount and balancing revenue appropriations in Fund 207. There is no impact to the City's General Fund.

Attachments

Attachment No. 1 - Grant Agreement PT25086
Attachment No. 2 - Grant Agreement EM25018
Attachment No. 3 - Resolution No. 2024-63

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
West Covina

3. Grant Period
From: 10/01/2024
To: 09/30/2025

4. AGENCY UNIT TO ADMINISTER GRANT
West Covina Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $75,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Steve Spagon
TITLE: Sergeant
EMAIL: sspagon@wcpd.org
PHONE: (626) 939-8513
ADDRESS: 1444 West Garvey Avenue South
West Covina, CA 91790

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Paulina Morales
TITLE: City Manager
EMAIL: pmorales@westcovina.org
PHONE: (626) 939-8401
ADDRESS: 1444 West Garvey Avenue South
West Covina, CA 91790

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Alex Houston
TITLE: Admin. Services Manager
EMAIL: ahouston@wcpd.org
PHONE: 626-939-8536
ADDRESS: 1444 West Garvey Avenue South
West Covina, CA 91790

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: ZHHFLMKMZKL1 REGISTERED ADDRESS: 1444 W. Garvey Ave. South CITY: West Covina ZIP+4: 91790-2716

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402PT-25.1	20.600	0521-0890-101	2023	12/23	BA/23	$7,535.00
164AL-25.1	20.608	0521-0890-101	2023	12/23	BA/23	$8,612.00
402PT-25	20.600	0521-0890-101	2024	22/24	BA/24	$27,465.00
164AL-25	20.608	0521-0890-101	2024	22/24	BA/24	$31,388.00
				AGREEMENT TOTAL		**$75,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED

AMOUNT ENCUMBERED BY THIS DOCUMENT
$75,000.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
$ 0.00

TOTAL AMOUNT ENCUMBERED TO DATE
$75,000.00

1. PROBLEM STATEMENT

With a population of about 110,000, the City of West Covina lies in the heart of the San Gabriel Valley (eastern Los Angeles County). Encompassing 17 square miles, the City is a mix of residential and retail shopping areas, right off of the Interstate 10 freeway. West Covina houses the major shopping mall in the region (the Plaza at West Covina), over two dozen schools, and several other areas with traffic concerns. The Interstate 10 Freeway (the San Bernardino Freeway) covers the northern end of the city. Vehicle traffic to and from the I-10 congests several major feeder streets, especially during commute hours. West Covina encompasses 225 miles of road, making the City particularly dense in terms of vehicular traffic.

In 2022, West Covina experienced 6 deaths caused by traffic crashes, and 409 injuries caused by traffic crashes. West Covina Police made 62 DUI arrests in 2022, and there were 2 traffic deaths involving alcohol/drugs and 72 traffic injuries involving alcohol/drugs. Two Pedestrians were killed, and 358 pedestrians were injured in 2022. In 2023, deaths caused by traffic crashes increased significantly, to 10. In 2023 traffic injuries totaled 471, with 47 of them involving alcohol (a significant increase), and 63 were during night-time. West Covina's primary crash factors, contributing to both fatalities and injuries in 2023, are speeding, turn violations, and traffic signal/sign violations. Speeding, which caused 4 deaths in 2023 is of specific concern. In late 2023, local newspapers published articles about several traffic deaths in West Covina with the headlines prominently featuring "motorcycles," but the real culprit was speeding.

West Covina currently faces a range of traffic problems and lacks the staffing to fully address them. In 2007-2008, the West Covina Police Department had 127 sworn positions. The subsequent years saw recession driven local revenue declines and state revenue takeaways, resulting in unprecedented reductions in City services and staffing, leaving the Police Department currently with only 100 sworn positions. The Traffic Unit was cut from 8 positions to 3 (including a supervisor) and targeted traffic enforcement efforts consequently fell. As detailed in the Traffic Data Summary section, certain traffic problems are of specific concern. Chief among these are speeding, alcohol-involved crashes, and night-time crashes--all contributing to traffic deaths and injuries.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to	1

your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	1
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
7. Conduct DUI Saturation Patrol operation(s).	10
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	8
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
10. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	1
11. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
12. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements:
Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with “INTERNAL ONLY: DO NOT RELEASE” message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.

- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PT-25	20.600	State and Community Highway Safety	$35,000.00
164AL-25	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$40,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-25	$8,000.00	2	$16,000.00
DUI Saturation Patrols	164AL-25	$1,800.00	10	$18,000.00
Benefits for 164AL OT @ 11.55%	164AL-25	$34,000.00	1	$3,927.00
Traffic Enforcement	402PT-25	$1,800.00	8	$14,400.00
Distracted Driving	402PT-25	$1,700.00	2	$3,400.00
Motorcycle Safety	402PT-25	$1,700.00	1	$1,700.00
Pedestrian and Bicycle Enforcement	402PT-25	$1,800.00	2	$3,600.00
Traffic Safety Educational Presentations	402PT-25	$500.00	2	$1,000.00
Benefits for 402PT OT @ 11.55%	402PT-25	$24,100.00	1	$2,784.00
Category Sub-Total				$64,811.00
B. TRAVEL EXPENSES				
In State Travel	402PT-25	$3,616.00	1	$3,616.00
				$0.00
Category Sub-Total				$3,616.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-25	$2,073.00	1	$2,073.00
Vehicle Speed Feedback Sign	402PT-25	$4,500.00	1	$4,500.00
Category Sub-Total				$6,573.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$75,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Benefits for 164AL OT @ 11.55% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant. Benefit breakdown: Workers compensation 10% Medicare 1.45% Unemployment 0.1% Total benefits 11.55%
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.
Benefits for 402PT OT @ 11.55% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant. Benefit breakdown: Workers compensation 10% Medicare 1.45% Unemployment 0.1% Total benefits 11.55%
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include Lifesavers in Long Beach and the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).
Vehicle Speed Feedback Sign - Solar, battery powered or hardwired pole-mounted sign to display the speed of vehicles. Costs may include modifications and accessories. Installation is at the expense of the grantee.
INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS
The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to all subrecipients as well as States)
The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES
More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

1. GRANT TITLE
Regional Crash Response and Extrication Improvement Program

2. NAME OF AGENCY
West Covina Fire Department

3. Grant Period
From: 10/01/2024
To: 09/30/2025

4. AGENCY UNIT TO ADMINISTER GRANT
West Covina Fire Department

5. GRANT DESCRIPTION
The city/county/regional fire agency will improve their crash response and extrication times by purchasing extrication equipment. Best practice strategies will be used to reduce the response time for the arrival of appropriate extrication equipment to traffic crash scenes and the time to extricate the victims of traffic crashes, thus increasing survivability. The grant will provide funding for new equipment and training for fire departments without extrication equipment or those that have existing equipment that has reached the end of its usable lifespan and is in need of replacement.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $82,781.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Vincent A. Capelle
TITLE: Fire Chief
EMAIL: vcapelle@westcovina.org
PHONE: (626) 939-8824
ADDRESS: 1444 West Garvey Avenue, Suite 218
West Covina, CA 91790

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Paulina Morales
TITLE: City Manager
EMAIL: pmorales@westcovina.org
PHONE: (626) 939-8401
ADDRESS: 1444 West Garvey Avenue South
West Covina, CA 91790

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Stephanie Sikkema
TITLE: Finance Director
EMAIL: sikkema@westcovina.org
PHONE: (626) 939-8438
ADDRESS: 1444 West Garvey Avenue, Suite 308
West Covina, CA 91790

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	**9. SAM INFORMATION**
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: ZHHFLMKMZKL1 REGISTERED ADDRESS: 1444 W. Garvey Ave South CITY: West Covina ZIP+4: 91790-2716

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$82,780.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				AMOUNT ENCUMBERED BY THIS DOCUMENT **$82,780.00**		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED			TOTAL AMOUNT ENCUMBERED TO DATE **$82,780.00**		

1. PROBLEM STATEMENT

The City of West Covina was established in 1923 and is in Los Angeles County, California, approximately 19 miles east of downtown Los Angeles. It has the twelfth-largest population in Los Angeles County at 110,212 and is the 57th largest in the state of California. West Covina has a population density of 6,594 people per square mile, and the citizen demographics are 53% Latino, 30% Asian, 11% White, and 6% other ethnicities.

The West Covina Fire Department was founded in 1951 and consists of 5 strategically placed Fire Stations handling 10,000 calls for service annually. Staffing consists of 4 Fire Engines, 1 Fire Truck, 3 Rescue Ambulances, and 1 Duty Chief Officer. Daily staffing consists of 23 sworn firefighters, decreased from 26 in 2018. In 2018, the City Council voted to close Engine 2 due to budget shortfalls. The closing of Engine 2 severely impacted the Department and the community by increasing response times and affecting the availability of our truck company, which has all our extrication and physical rescue equipment. Our single Truck company is our primary apparatus that is responsible for physical rescue operations.

West Covina is bisected by a bustling interstate highway (I-10), witnessing an average daily traffic volume of 233,000 vehicles. Per the latest OTS crash rankings, West Covina holds a concerning position of 45 out of 61, with 266 incidents resulting in fatalities in traffic crashes, mainly occurring on the high-speed lanes of the I-10 freeway during late hours.

Compounding this issue is our current staffing model, where the Truck company serves as the first-out apparatus for all calls, including medical emergencies, within its district. With Engine 2 closed, Quint 2 our sole Truck company, is responsible for all first due responsibilities in District 2. This includes all ALS, special requests, and non-emergency responses requests. Quint 2 is also responsible for all truck company operations throughout the city. When Quint 2 is not available for truck company responses, we are forced to rely on mutual aid from other jurisdictions with lengthy delays regularly. This setup significantly heightens the risk of our sole extrication equipment being engaged in other calls, leading to potential delays in response times for critical situations. Quint 2 being priority in various emergencies exacerbates the chances of extrication equipment being unavailable, necessitating the often time-consuming process of contacting outside mutual aid.

The West Covina Fire Department has identified the problem of a shortfall in extrication equipment availability in the high traffic areas of the I-10 freeway and has recognized the need for battery-powered combination extrication tools for each Fire Engine. This tool can provide extrication for 85% of the calls that require extrication and will significantly reduce the time it takes for victims to be extricated. These tools provide the ability for our four Engines to be a force multiplier to the initial responding units whether our Truck company is available or not.

The target population affected by limited extrication equipment in West Covina consists of both local residents and long-distance travelers who regularly traverse the I-10 freeway, a critical transportation artery passing through the city. These individuals represent a diverse demographic mix with distinct needs and vulnerabilities.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Decrease the average extrication time, from the time of arrival at the crash site to transport.

B. Objectives:	**Target Number**
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1

2. Purchase and place pieces of specialized rescue equipment in strategic locations within the jurisdiction.	4
3. Train firefighters in the use of the new equipment.	67
4. Conduct traffic safety presentations with an effort to reach persons and communities.	4
5. Display the OTS funded equipment during Public Safety Fairs, community festivals and/or other Department or community events.	4
6. Report on the number of times the grant-funded equipment is used during an extrication, provide a brief overview of the incident and indicate if the equipment was used to save a life.	1
7. Station 125 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 45 minutes to 15 minutes.	15
8. Station 124 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 40 minutes to 15 minutes.	15
9. Station 121 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 30 minutes to 15 minutes.	15
10. Station 123 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 35 minutes to 15 minutes.	15

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Determine specific equipment requirements.
- Request equipment vendor price quotation for the required equipment per host agency requirement.
- Submit purchase orders to equipment vendors for purchase of the equipment.

Media Requirements

- Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- Inventory the new equipment following delivery.
- Disperse equipment to identified recipient agencies.
- Plan a media event announcing the grant funded equipment.
- Recipient agencies will identify training needs and objectives and coordinate instructional staff to conduct a high quality training program for their respective agency.
- Recipient agencies will develop a preventive maintenance schedule for the new equipment following manufacturers' recommendations.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff

press releases are an exception to this policy and require prior approval before distribution to the media and public.

- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.

- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402EM-25	20.600	State and Community Highway Safety	$82,780.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				$0.00
Category Sub-Total				$0.00
B. TRAVEL EXPENSES				
				$0.00
				$0.00
Category Sub-Total				$0.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
Combi-tool	402EM-25	$20,695.00	4	$82,780.00
Category Sub-Total				$82,780.00
E. OTHER DIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$82,780.00**

BUDGET NARRATIVE
PERSONNEL COSTS -
TRAVEL EXPENSES -
CONTRACTUAL SERVICES -
EQUIPMENT Combi-tool - Combi-tools are a hydraulically actuated, light-weight, combination cutting, spreading, pulling and pinching tool used for extrication incidents. It includes every piece of equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired, and costs $5,000 or more (including tax, shipping, and installation).
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS
The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to all subrecipients as well as States)
The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES
More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ATTACHMENT NO. 3

RESOLUTION NO. 2024-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (OFFICE OF TRAFFIC SAFETY GRANTS)

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, on May 7, 2024, the City Manager presented to the City Council a proposed budget for Fiscal Year 2024-25 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 4, 2024, the City Council adopted a budget for the 2024-2025 Fiscal Year; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

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

SECTION 1. The City Council hereby approves Budget Amendment No. 2025-07, attached hereto as Exhibit A, for Fiscal Year 2024-25.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 15th day of October, 2024.

_____

Brian Calderón Tabatabai
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, Assistant City Clerk of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2024-63 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 15th day of October, 2024, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk

EXHIBIT A

Fiscal Year 2024-25
Budget Amendment No. 2025-07
OTS Grants

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 207 - OTS Grants			
Revenue	0	157,781	157,781
Expenditures	0	157,781	157,781
Net Transfers	0	0	0
Net Change in Fund Balance	**$0**	**$0**	**$0**