CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

SEPTEMBER 2, 2025, 7:00 PM
REGULAR MEETING

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

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

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 a Council meeting, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8am to 5pm Monday through Thursday. Please 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

Any person wishing to address the City Council on any matter listed on the agenda, excluding any matter set for a public hearing, or on any other matter within their jurisdiction must complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk prior to the commencement of Oral Communications. No speaker cards will be accepted after the commencement of Oral Communications, except at the discretion of the Presiding Officer.

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. Comments are limited to three (3) minutes per speaker, unless modified by the Presiding Officer or the City Council.

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

While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the City Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the meeting, including, but not limited to, speaking off topic, speaking beyond the speaker's allotted time limit, making slanderous or profane remarks or using loud, threatening, or abusive language which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. The City of West Covina will not tolerate harassment based upon a person's race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, gender, sexual orientation, or age.

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

AGENDA

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

TUESDAY SEPTEMBER 2, 2025, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Pastor Al Richardson of New Beginning Christian Fellowship of West Covina

PLEDGE OF ALLEGIANCE
Led by Councilman Cantos

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS:

- **Film It - A Road to Transition**
- **Historical Society of West Covina's Citizen of the year, Lloyd Johnson and the Historical Preservation Award Winner Glenn Kennedy**
- **Chinese American Association of West Covina CAAWC**

ORAL COMMUNICATIONS - Three (3) minutes per speaker
Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.

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

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

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

CITY MANAGER'S OFFICE

1) CONSIDERATION OF TWO NEW CLASSIFICATIONS FOR THE PAYROLL SERIES

Staff and the Human Resources Commission recommend that the City Council approve the repeal and replacement of the Payroll Series job description, by adopting the following resolution:

RESOLUTION NO. 2025-71 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE PAYROLL SERIES CLASS SPECIFICATION

2) CONSIDERATION OF UPDATED JOB DESCRIPTIONS, INCLUDING UPDATED EDUCATIONAL REQUIREMENTS, AND SALARY RANGES FOR EXECUTIVE MANAGEMENT POSITIONS

Staff and the Human Resources Commission recommend that the City Council adopt the following resolution:

RESOLUTION NO. 2025-72 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE EXECUTIVE MANAGEMENT CLASS SPECIFICATIONS AND REVISED SALARY RANGES FOR EXECUTIVE MANAGEMENT POSITIONS

3) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA GENERAL EMPLOYEES ASSOCIATION (WCGEA)

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

RESOLUTION NO. 2025-73 - 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 GENERAL EMPLOYEES' ASSOCIATION (WCGEA) FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2028

PUBLIC WORKS

4) REPORT REGARDING EMERGENCY REPAIRS AT WEST COVINA SPORTSPLEX PAVILION DUE TO DAMAGE SUSTAINED DURING JANUARY 7, 2025 WIND EVENT

Staff recommends that the City Council receive and file this staff report regarding the emergency repair work completed by XFS Global at the West Covina Sportsplex Pavilion due to damages caused by the January 7, 2025 wind event.

END OF CONSENT CALENDAR

HEARINGS

PUBLIC HEARINGS

5) CONSIDERATION OF INTRODUCTION OF ORDINANCE NO. 2533 (CODE AMENDMENT NO. 25-01) TO ALLOW MODIFICATIONS TO EXISTING DRIVE-THROUGH FOOD ESTABLISHMENTS WITH APPROVAL OF A CONDITIONAL USE PERMIT

It is recommended that the City Council:

1. Conduct the public hearing; and
2. Introduce the following Ordinance:

ORDINANCE NO. 2533 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 25-01, AMENDING CHAPTER 26 (ZONING) OF THE WEST COVINA MUNICIPAL CODE AND THE DOWNTOWN PLAN AND CODE TO ALLOW MODIFICATIONS TO EXISTING DRIVE-THROUGH FOOD ESTABLISHMENTS THROUGH THE CONDITIONAL USE PERMIT PROCESS

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 Date September 16, 2025 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: September 2, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF TWO NEW CLASSIFICATIONS FOR THE PAYROLL SERIES

RECOMMENDATION:

Staff and the Human Resources Commission recommend that the City Council approve the repeal and replacement of the Payroll Series job description, by adopting the following resolution:

RESOLUTION NO. 2025-71 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE PAYROLL SERIES CLASS SPECIFICATION

BACKGROUND:

As part of the City‘s ongoing process of maintaining its position classification plan, staff reviews class specifications to ensure that position specifications reflect the City’s current structure and is in alignment with current standards, requirements, and qualifications. This review further ensures that required skills, knowledge, abilities, and essential functions of each classification are in alignment with current demands and comparable with similar classifications within the public sector labor market.

DISCUSSION:

Finance staff has reviewed job classifications and proposes modifying them to create a progression of opportunity within the department, reflect current duties, and update current standards. These proposed job titles and descriptions have been provided to the applicable labor bargaining group (Confidential Employee Unit). The proposed progression and substantive changes are outlined in the table below.

Attachment No.	Proposed Title	Substantive Changes
1	Payroll Specialist II (new)	Created position to accurately reflect current duties
2	Payroll Analyst (new)	Created position to accurately reflect current duties

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Approve staff's and the Human Resources Commission's recommendation; or
2. Provide alternative direction.

Prepared by: Carmelita Underwood, Director of Human Resources/Risk Management Department

Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

The two (2) new positions are being proposed to accurately reflect their duties. Any changes will be in accordance to the City's Personnel Rules and Regulations. The overall fiscal impact will be minimal and no additional funding is required for the proposed modifications. Salary range for the proposed Payroll Specialist II is an eight percent (8%) increase, which is consistent with the current salary schedule structure. Salary range for the proposed Payroll Analyst is at the same classification as the Human Resources Analyst due to the similarities in duties and responsibilities. The table below summarizes the proposed salary ranges.

Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Payroll Specialist	CE08	$4,906	$5,165	$5,437	$5,722	$6,024	$6,205
Payroll Specialist II	CE07	$4,808	NA	NA	NA	$6,491	$6,686
Human Resources Analyst	CE15	$6,282	$6,612	$6,959	$7,325	$7,710	$7,941
Payroll Analyst	CE15	$6,282	$6,612	$6,959	$7,325	$7,710	$7,941

Attachments

Attachment No. 1 - Payroll Specialist II Redline

Attachment No. 2 - Payroll Specialist II Final

Attachment No. 3 - Payroll Analyst

Attachment No. 4 - HR Commission Meeting Minutes 8.13.25

Attachment No. 5 - Resolution No. 2025-71

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

PROPOSED
CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: PAYROLL SPECIALIST II
Bargaining Unit: CONFIDENTIAL EMPLOYEES' ASSOCIATION
Class Code: PAYROLL SPECIALIST
Salary Grade: CE078
Salary: $~~53,400.00 - $66,800.00~~57,696.00 - $80,232.00 Annually
FLSA: NON-EXEMPT
Date Established:

JOB SUMMARY

The Payroll Specialist II is responsible for the preparation, administration, and maintenance of City-wide payroll operations, including recurring processes, tax submittals, reporting, and analysis. While the focus is primarily on payroll functions, this position may also be responsible for accounting duties, position control, and benefits coordination.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

1. Performs a variety of complex accounting duties in the preparation, processing and maintenance of salary and payroll/benefits deductions calculations.
2. Verifies and makes changes to salaries; calculates overtime payments, retroactive pay and separation payouts.
3. Reviews timesheets and source documents for compliance with laws, rules and regulations; determines proper handling of payroll and technical transactions within designated responsibilities; coordinates correction of timesheet errors with staff.
4. Coordinates new hire and annual benefits open enrollment process with Human Resources staff to ensure accurate and timely implementation of insurance changes; provides employees with answers to benefits questions; assists with benefits fair as needed.
5. Assists with biennial budget process by developing salary and benefit forecasting.
6. Assists with position control and budgeting, including salary and position analysis.
7. Performs cash receiving, accounting for and safeguarding as required; issues receipts, classifies and codes transactions.
8. Provides ongoing City-wide end-user timekeeping system training.
9. Processes payments of employee benefits, federal taxes, and state programs (Paid Family Medical Leave).
10. Issues W-2 and 1095 forms; ensures compliance with all IRS regulations and the

Affordable Care Act; reconciles W-2 reports to quarterly tax payments; calculates and processes payments for garnished wages and child support.

11. Generates a variety of special and recurring reports which compile hours worked, overtime, benefits, accruals and leave tracking; researches and analyzes data for special reports, surveys, and budgeting processes; traces transactions to locate and resolve discrepancies.
12. Coordinates and maintains audits associated with payroll.
13. Reviews existing processes and systems for potential improvements and implements changes as necessary.
14. Reconciles payroll to the General Ledger.
15. Researches and assists in interpreting and applying payroll and benefit laws, rules, regulations, collective bargaining agreements, policies, and procedures.
16. Working closely with Human Resources staff to ensure consistent implementation of employment policies and practices, exercising the highest degree of confidentiality.
17. Answers questions from employees, resolves problems and recommends solutions.
18. Cross-trains in a wide variety of Finance duties; assists with cross-training of staff.
19. Maintains timely and regular attendance.
20. Other duties as assigned.

GENERAL QUALIFICATIONS

Knowledge of:

1. Laws, rules, and regulations related to payroll and benefits.
2. Principles and practices of public sector personnel administration, confidential records management, and effective customer service practices.
3. Generally Accepted Accounting Principles (GAAP).
4. Electronic record keeping and file maintenance principles and procedures.
5. City organization, operations, policies, and procedures

Ability to:

1. Perform statistical, mathematical, and financial analysis, and interpret data.
2. Read and interpret documents, including collective bargaining agreements and legal regulations.
3. Perform arithmetic computations accurately and quickly.
4. Organize, prioritize, and manage multiple priorities to achieve maximum efficiency and to meet deadlines.
5. Process an accurate and timely payroll.
6. Maintain confidentiality of information.
7. Support and model the identified vision, values, and behaviors of the organization.
8. Establish and maintain effective working relationships

9. Use initiative and independent judgment within established procedural guidelines.
10. Operate a personal computer utilizing a variety of standard and specialist software.
11. Communicate effectively both orally and in writing.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential job duties of the position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.

An associate degree in accounting, business, finance, or a related field and three (3) years of payroll-related experience is preferred. Public sector accounting experience preferred.

PHYSCIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, employee regularly performs extensive and repetitive physical activity involving the arms, wrists, and hands, including writing, and using a keyboard. The employee is also regularly required to sit, talk, or hear, both in person and by telephone. The position also requires the occasional need to lift and carry materials and supplies weighing up to 25 pounds. Specific vision abilities required include close vision and the ability to adjust focus.

SUPPLEMENTAL INFORMATION

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

PROPOSED
CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: PAYROLL SPECIALIST II
Bargaining Unit: CONFIDENTIAL EMPLOYEES' ASSOCIATION
Class Code: PAYROLL SPECIALIST
Salary Grade: CE07
Salary: $57,696.00 - $80,232.00 Annually
FLSA: NON-EXEMPT
Date Established:

JOB SUMMARY

The Payroll Specialist II is responsible for the preparation, administration, and maintenance of City-wide payroll operations, including recurring processes, tax submittals, reporting, and analysis. While the focus is primarily on payroll functions, this position may also be responsible for accounting duties, position control, and benefits coordination.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

1. Performs a variety of complex accounting duties in the preparation, processing and maintenance of salary and payroll/benefits deductions calculations.
2. Verifies and makes changes to salaries; calculates overtime payments, retroactive pay and separation payouts.
3. Reviews timesheets and source documents for compliance with laws, rules and regulations; determines proper handling of payroll and technical transactions within designated responsibilities; coordinates correction of timesheet errors with staff.
4. Coordinates new hire and annual benefits open enrollment process with Human Resources staff to ensure accurate and timely implementation of insurance changes; provides employees with answers to benefits questions; assists with benefits fair as needed.
5. Assists with biennial budget process by developing salary and benefit forecasting.
6. Assists with position control and budgeting, including salary and position analysis.
7. Performs cash receiving, accounting for and safeguarding as required; issues receipts, classifies and codes transactions.
8. Provides ongoing City-wide end-user timekeeping system training.
9. Processes payments of employee benefits, federal taxes, and state programs (Paid Family Medical Leave).
10. Issues W-2 and 1095 forms; ensures compliance with all IRS regulations and the

Affordable Care Act; reconciles W-2 reports to quarterly tax payments; calculates and processes payments for garnished wages and child support.
11. Generates a variety of special and recurring reports which compile hours worked, overtime, benefits, accruals and leave tracking; researches and analyzes data for special reports, surveys, and budgeting processes; traces transactions to locate and resolve discrepancies.
12. Coordinates and maintains audits associated with payroll.
13. Reviews existing processes and systems for potential improvements and implements changes as necessary.
14. Reconciles payroll to the General Ledger.
15. Researches and assists in interpreting and applying payroll and benefit laws, rules, regulations, collective bargaining agreements, policies, and procedures.
16. Working closely with Human Resources staff to ensure consistent implementation of employment policies and practices, exercising the highest degree of confidentiality.
17. Answers questions from employees, resolves problems and recommends solutions.
18. Cross-trains in a wide variety of Finance duties; assists with cross-training of staff.
19. Maintains timely and regular attendance.
20. Other duties as assigned.

GENERAL QUALIFICATIONS

Knowledge of:
1. Laws, rules, and regulations related to payroll and benefits.
2. Principles and practices of public sector personnel administration, confidential records management, and effective customer service practices.
3. Generally Accepted Accounting Principles (GAAP).
4. Electronic record keeping and file maintenance principles and procedures.
5. City organization, operations, policies, and procedures

Ability to:
1. Perform statistical, mathematical, and financial analysis, and interpret data.
2. Read and interpret documents, including collective bargaining agreements and legal regulations.
3. Perform arithmetic computations accurately and quickly.
4. Organize, prioritize, and manage multiple priorities to achieve maximum efficiency and to meet deadlines.
5. Process an accurate and timely payroll.
6. Maintain confidentiality of information.
7. Support and model the identified vision, values, and behaviors of the organization.
8. Establish and maintain effective working relationships
9. Use initiative and independent judgment within established procedural guidelines.

10. Operate a personal computer utilizing a variety of standard and specialist software.
11. Communicate effectively both orally and in writing.

MINIMUM QUALIFICATIONS

Education, Training, and Experience
Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential job duties of the position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.

An associate degree in accounting, business, finance, or a related field and three (3) years of payroll-related experience is preferred. Public sector accounting experience preferred.

PHYSCIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, employee regularly performs extensive and repetitive physical activity involving the arms, wrists, and hands, including writing, and using a keyboard. The employee is also regularly required to sit, talk, or hear, both in person and by telephone. The position also requires the occasional need to lift and carry materials and supplies weighing up to 25 pounds. Specific vision abilities required include close vision and the ability to adjust focus.

SUPPLEMENTAL INFORMATION

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

PROPOSED
CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: PAYROLL ANALYST
Bargaining Unit: CONFIDENTIAL EMPLOYEES' ASSOCIATION
Class Code: PAYROLL ANALYST
Salary Grade: CE15
Salary: $75,384.00 - $95,292.00 Annually
FLSA: EXEMPT
Date Established:

JOB SUMMARY

Under general direction, the Payroll Analyst plans, coordinates, and administers the full scope of the citywide payroll operations. This role is responsible for ensuring timely, accurate, and compliant payroll processing; managing system configuration; interpreting MOUs and labor provisions; overseeing compliance reporting (e.g., CalPERS, IRS, ACA); and responding to audits. The Payroll Analyst exercises advanced technical expertise, judgement, and discretion and may supervise or train payroll support staff.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

1. Oversee, audit, and process bi-weekly payroll for all City employees.
2. Coordinate citywide payroll functions, including position control and labor costing in ERP system.
3. Reviews and verifies time records in electronic payroll timekeeping system prior to porting into ERP system and audits documents for completeness, accuracy and compliance with collective bargaining agreements, policies and procedures, regulations, and FLSA.
4. Reviews and verifies the calculations of variety of payroll actions, including but not limited to, new hire, set-up, overtime hours, salary adjustments, incentive and/or premium pay, retroactive pay, benefit withholdings, wage garnishments, withholding changes, and final paychecks based on appropriate provisions.
5. Manage payroll system configurations and updates; ensure proper alignment with CalPERS, collective bargaining agreements, or established by government regulations.

6. Manage electronic payroll timekeeping system is properly configured to process time records in accordance with collective bargaining agreements, policies and procedures, regulations, and FLSA.
7. Analyzes, interprets and applies new and updated rules from outside regulatory agencies and Personnel Rules and Regulations, policies, salary resolutions and Memoranda of Understanding (MOU) as they relate to employee compensation and benefits.
8. Monitor and implement changes in payroll-related legislation and policies.
9. Interpret and apply policies, rules, and regulations and responds to inquires relating to payroll, assist with individual payroll calculations and payroll related inquires.
10. Researches, analyzes, and resolves technical and/or payroll related problems or questions.
11. Assist during the audit process by providing documents, reports, and other payroll related items upon request; implements procedural changes recommended by auditor.
12. Analyze, reconcile, and audit payroll accounts; ensure accurate posting to General Ledger.
13. Track and apply vacation accruals tied to employee anniversary dates in accordance with collective bargaining agreements.
14. Prepares projections for total compensation costs for budget preparation, collective bargaining, and other requests.
15. Collaborate with Human Resources on personnel actions impacting payroll.
16. Train and support timekeepers and City staff on payroll system.
17. Lead and assist payroll support staff as needed.
18. Proposed policy and procedure improvements.
19. Perform other duties as assigned.

GENERAL QUALIFICATIONS

Knowledge of:

1. Laws, rules, and regulations related to payroll and benefits.
2. Principles and practices of public sector personnel administration, confidential records management, and effective customer service practices.
3. ERP systems (e.g., Munis, PeopleSoft, SAP)
4. Electronic record keeping and file maintenance principles and procedures.
5. City organization, operations, policies, and procedures.

Ability to:

1. Independently manage and process a complex, multi-departmental payroll.
2. Analyze and interpret payroll data, policies and financial records.
3. Principles and practices of public sector personnel administration, confidential records management, and effective customer services practices.
4. Organize, prioritize, and manage multiple priorities to achieve maximum efficiency and to meet deadlines.
5. Support and model the identified vision, values and behaviors of the organization.
6. Establish and maintain effective working relationships.
7. Use initiative and independent judgement within established procedural guidelines.
8. Communicate effectively with internal and external stakeholders.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential job duties of the position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.

An associate degree in accounting, business, finance, or a related field and three (3) years of payroll-related experience is preferred. Public sector accounting experience preferred.

PHYSCIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, employee regularly performs extensive and repetitive physical activity involving the arms, wrists, and hands, including writing, and using a keyboard. The employee is also regularly required to sit, talk, or hear, both in person and by telephone. The position also requires the occasional need to lift and carry materials and supplies weighing up to 25 pounds. Specific vision abilities required include close vision and the ability to adjust focus.

SUPPLEMENTAL INFORMATION

The City of West Covina is an Equal Opportunity Employer. In compliance with the

Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

ATTACHMENT NO. 4

City of West Covina

Human Resources Commission

CITY OF WEST COVINA

HUMAN RESOURCES COMMISSION MEETING

MINUTES OF THE REGULAR MEETING

WEDNESDAY, AUGUST 13, 2025

MEETING CALLED TO ORDER	6:21 p.m.
INVOCATION	Commissioner Gomez
PLEDGE OF ALLEGIANCE	Carmelita Underwood

ROLL CALL

Commissioners Present:	E. Gomez, S. Verceles D. Carlock
Commissioners Absent:	H. Torres, R. Franco
Staff Present:	Carmelita Underwood, Human Resources Director
	Karen Ogawa, Finance Director

ORAL COMMUNICATIONS – Three (3) minutes per speaker

Please state your name and city of residence for the record when recognized by the Committee Chair.

None.

APPROVAL OF MINUTES

1) **APPROVAL OF THE MINUTES OF AUGUST 14, 2024, MEETING**

It is recommended that the Human Resources Commission approve the Minutes for the Meeting of August 14, 2024.

Motion by Carlock seconded by Verceles to Approve the Minutes of the Meeting of August 14, 2024.

Motion carried 3-0; 2 absent

ACTION ITEMS TO CITY MANAGER/CITY COUNCIL

2) CONSIDERATION OF JOB DESCRIPTION FOR PAYROLL SERIES

It is recommended that the Human Resources Commission approve the updated job description and salary grade for the Payroll Specialist II and Payroll Analyst positions.

Motion by Gomez seconded by Carlock to Approve the updated job description and salary grade for the Payroll Specialist II and Payroll Analyst positions.

Motion carried 3-0; 2 absent

3) CONSIDERATION OF UPDATED JOB DESCRIPTIONS FOR EXECUTIVE MANAGEMENT POSITIONS

It is recommended that the Human Resources Commission approve the following job descriptions, change code and salaries under the Department Heads positions and to address internal salary compaction created by the Assistant Finance Director classification:

1. Assistant City Clerk
2. Assistant City Manager
3. City Manager
4. Code Enforcement Director
5. Community Development Director
6. Community Services Director
7. Deputy City Manager
8. Finance Director
9. Fire Chief
10. Human Resources & Risk Management Director
11. Planning Director
12. Police Chief
13. Public Health Officer
14. Public Services Director
15. Public Works Director

Motion by Carlock seconded by Verceles to Approve the updated job description for executive management positions.

Motion carried 3-0; 2 absent

DIRECTOR'S REPORT

COMMISSIONER REPORTS

ADJOURNMENT – 7:29 p.m.

Carmelita Underwood

Carmelita Underwood
Human Resources Director

ATTACHMENT NO. 5

RESOLUTION NO. 2025-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF THE PAYROLL SPECIALIST II AND PAYROLL ANALYST CLASSIFICATIONS AND APPROVING THE CLASS SPECIFICATIONS AND SALARY RANGES FOR SUCH CLASSIFICATIONS

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

WHEREAS, the Human Resources Department, as needed, reviews class specifications and/or pay grades to ensure position specifications and compensation are in alignment with current demands and comparable with similar classifications within the public sector labor market; and

WHEREAS, the Human Resources Department reviewed the specifications for the Payroll Series job descriptions and has proposed to establish the Payroll Specialist II and Payroll Analyst classifications; and

WHEREAS, on August 13, 2025, the Human Resources Commission reviewed and approved the class specifications for the Payroll Specialist II and Payroll Analyst classifications, attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the City Council desires to approve the establishment of the Payroll Specialist II and Payroll Analyst classifications; and

WHEREAS, the City Council also desires to approve the class specifications and salary ranges for the new classifications.

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

SECTION 1. The City Council hereby approves the establishment of the Payroll Specialist II and Payroll Analyst classifications.

SECTION 2. The City Council hereby approves the class specifications for the Payroll Specialist II and Payroll Analyst classifications attached hereto as Exhibit A.

SECTION 3. The City Council hereby approves the following salary range for the Payroll Specialist II classification:

CLASSIFICATION	MONTHLY PAY RANGE					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Payroll Specialist II	$4,808.00	N/A	N/A	N/A	$6,491.00	$6,686.00

SECTION 4. The City Council hereby approves the following salary range for the Payroll Analyst specification:

CLASSIFICATION	MONTHLY PAY RANGE					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Payroll Analyst	$6,282.00	$6,612.00	$6,959.00	$7,325.00	$7,710.00	$7,941.00

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 2nd day of September, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-71 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of September, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

EXHIBIT A

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: PAYROLL SPECIALIST II
Bargaining Unit: CONFIDENTIAL EMPLOYEES' ASSOCIATION
Class Code: PAYROLL SPECIALIST
Salary Grade: CE07
Salary: $57,696.00 - $80,232.00 Annually
FLSA: NON-EXEMPT
Date Established:

JOB SUMMARY

The Payroll Specialist II is responsible for the preparation, administration, and maintenance of City-wide payroll operations, including recurring processes, tax submittals, reporting, and analysis. While the focus is primarily on payroll functions, this position may also be responsible for accounting duties, position control, and benefits coordination.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

1. Performs a variety of complex accounting duties in the preparation, processing and maintenance of salary and payroll/benefits deductions calculations.
2. Verifies and makes changes to salaries; calculates overtime payments, retroactive pay and separation payouts.
3. Reviews timesheets and source documents for compliance with laws, rules and regulations; determines proper handling of payroll and technical transactions within designated responsibilities; coordinates correction of timesheet errors with staff.
4. Coordinates new hire and annual benefits open enrollment process with Human Resources staff to ensure accurate and timely implementation of insurance changes; provides employees with answers to benefits questions; assists with benefits fair as needed.
5. Assists with biennial budget process by developing salary and benefit forecasting.
6. Assists with position control and budgeting, including salary and position analysis.
7. Performs cash receiving, accounting for and safeguarding as required; issues receipts, classifies and codes transactions.
8. Provides ongoing City-wide end-user timekeeping system training.
9. Processes payments of employee benefits, federal taxes, and state programs (Paid Family Medical Leave).
10. Issues W-2 and 1095 forms; ensures compliance with all IRS regulations and the

Affordable Care Act; reconciles W-2 reports to quarterly tax payments; calculates and processes payments for garnished wages and child support.
11. Generates a variety of special and recurring reports which compile hours worked, overtime, benefits, accruals and leave tracking; researches and analyzes data for special reports, surveys, and budgeting processes; traces transactions to locate and resolve discrepancies.
12. Coordinates and maintains audits associated with payroll.
13. Reviews existing processes and systems for potential improvements and implements changes as necessary.
14. Reconciles payroll to the General Ledger.
15. Researches and assists in interpreting and applying payroll and benefit laws, rules, regulations, collective bargaining agreements, policies, and procedures.
16. Working closely with Human Resources staff to ensure consistent implementation of employment policies and practices, exercising the highest degree of confidentiality.
17. Answers questions from employees, resolves problems and recommends solutions.
18. Cross-trains in a wide variety of Finance duties; assists with cross-training of staff.
19. Maintains timely and regular attendance.
20. Other duties as assigned.

GENERAL QUALIFICATIONS

Knowledge of:
1. Laws, rules, and regulations related to payroll and benefits.
2. Principles and practices of public sector personnel administration, confidential records management, and effective customer service practices.
3. Generally Accepted Accounting Principles (GAAP).
4. Electronic record keeping and file maintenance principles and procedures.
5. City organization, operations, policies, and procedures

Ability to:
1. Perform statistical, mathematical, and financial analysis, and interpret data.
2. Read and interpret documents, including collective bargaining agreements and legal regulations.
3. Perform arithmetic computations accurately and quickly.
4. Organize, prioritize, and manage multiple priorities to achieve maximum efficiency and to meet deadlines.
5. Process an accurate and timely payroll.
6. Maintain confidentiality of information.
7. Support and model the identified vision, values, and behaviors of the organization.
8. Establish and maintain effective working relationships
9. Use initiative and independent judgment within established procedural guidelines.

10. Operate a personal computer utilizing a variety of standard and specialist software.
11. Communicate effectively both orally and in writing.

MINIMUM QUALIFICATIONS

Education, Training, and Experience
Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential job duties of the position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.

An associate degree in accounting, business, finance, or a related field and three (3) years of payroll-related experience is preferred. Public sector accounting experience preferred.

PHYSCIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, employee regularly performs extensive and repetitive physical activity involving the arms, wrists, and hands, including writing, and using a keyboard. The employee is also regularly required to sit, talk, or hear, both in person and by telephone. The position also requires the occasional need to lift and carry materials and supplies weighing up to 25 pounds. Specific vision abilities required include close vision and the ability to adjust focus.

SUPPLEMENTAL INFORMATION

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: PAYROLL ANALYST
Bargaining Unit: CONFIDENTIAL EMPLOYEES' ASSOCIATION
Class Code: PAYROLL ANALYST
Salary Grade: CE15
Salary: $75,384.00 - $95,292.00 Annually
FLSA: EXEMPT
Date Established:

JOB SUMMARY

Under general direction, the Payroll Analyst plans, coordinates, and administers the full scope of the citywide payroll operations. This role is responsible for ensuring timely, accurate, and compliant payroll processing; managing system configuration; interpreting MOUs and labor provisions; overseeing compliance reporting (e.g., CalPERS, IRS, ACA); and responding to audits. The Payroll Analyst exercises advanced technical expertise, judgement, and discretion and may supervise or train payroll support staff.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

1. Oversee, audit, and process bi-weekly payroll for all City employees.
2. Coordinate citywide payroll functions, including position control and labor costing in ERP system.
3. Reviews and verifies time records in electronic payroll timekeeping system prior to porting into ERP system and audits documents for completeness, accuracy and compliance with collective bargaining agreements, policies and procedures, regulations, and FLSA.
4. Reviews and verifies the calculations of variety of payroll actions, including but not limited to, new hire, set-up, overtime hours, salary adjustments, incentive and/or premium pay, retroactive pay, benefit withholdings, wage garnishments, withholding changes, and final paychecks based on appropriate provisions.
5. Manage payroll system configurations and updates; ensure proper alignment with CalPERS, collective bargaining agreements, or established by government regulations.

6. Manage electronic payroll timekeeping system is properly configured to process time records in accordance with collective bargaining agreements, policies and procedures, regulations, and FLSA.
7. Analyzes, interprets and applies new and updated rules from outside regulatory agencies and Personnel Rules and Regulations, policies, salary resolutions and Memoranda of Understanding (MOU) as they relate to employee compensation and benefits.
8. Monitor and implement changes in payroll-related legislation and policies.
9. Interpret and apply policies, rules, and regulations and responds to inquires relating to payroll, assist with individual payroll calculations and payroll related inquires.
10. Researches, analyzes, and resolves technical and/or payroll related problems or questions.
11. Assist during the audit process by providing documents, reports, and other payroll related items upon request; implements procedural changes recommended by auditor.
12. Analyze, reconcile, and audit payroll accounts; ensure accurate posting to General Ledger.
13. Track and apply vacation accruals tied to employee anniversary dates in accordance with collective bargaining agreements.
14. Prepares projections for total compensation costs for budget preparation, collective bargaining, and other requests.
15. Collaborate with Human Resources on personnel actions impacting payroll.
16. Train and support timekeepers and City staff on payroll system.
17. Lead and assist payroll support staff as needed.
18. Proposed policy and procedure improvements.
19. Perform other duties as assigned.

GENERAL QUALIFICATIONS

Knowledge of:

1. Laws, rules, and regulations related to payroll and benefits.
2. Principles and practices of public sector personnel administration, confidential records management, and effective customer service practices.
3. ERP systems (e.g., Munis, PeopleSoft, SAP)
4. Electronic record keeping and file maintenance principles and procedures.
5. City organization, operations, policies, and procedures.

Ability to:

1. Independently manage and process a complex, multi-departmental payroll.
2. Analyze and interpret payroll data, policies and financial records.
3. Principles and practices of public sector personnel administration, confidential records management, and effective customer services practices.
4. Organize, prioritize, and manage multiple priorities to achieve maximum efficiency and to meet deadlines.
5. Support and model the identified vision, values and behaviors of the organization.
6. Establish and maintain effective working relationships.
7. Use initiative and independent judgement within established procedural guidelines.
8. Communicate effectively with internal and external stakeholders.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential job duties of the position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.

An associate degree in accounting, business, finance, or a related field and three (3) years of payroll-related experience is preferred. Public sector accounting experience preferred.

PHYSCIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, employee regularly performs extensive and repetitive physical activity involving the arms, wrists, and hands, including writing, and using a keyboard. The employee is also regularly required to sit, talk, or hear, both in person and by telephone. The position also requires the occasional need to lift and carry materials and supplies weighing up to 25 pounds. Specific vision abilities required include close vision and the ability to adjust focus.

SUPPLEMENTAL INFORMATION

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Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

AGENDA ITEM NO. 2

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 2, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF UPDATED JOB DESCRIPTIONS, INCLUDING UPDATED EDUCATIONAL REQUIREMENTS, AND SALARY RANGES FOR EXECUTIVE MANAGEMENT POSITIONS**

RECOMMENDATION:

Staff and the Human Resources Commission recommend that the City Council adopt the following resolution:

RESOLUTION NO. 2025-72 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE EXECUTIVE MANAGEMENT CLASS SPECIFICATIONS AND REVISED SALARY RANGES FOR EXECUTIVE MANAGEMENT POSITIONS

BACKGROUND:

At the City Council Meeting held on February 18, 2025, the City Council directed staff to conduct a review of the Education, Training, and Experience sections within the job descriptions for Department Head/Executive Management Team positions. The purpose of this review is to ensure alignment with applicable state and federal hiring standards, with a specific focus on incorporating flexibility to allow relevant work experience to be considered in balance with formal educational requirements.

Currently, the City of West Covina's Department Heads/Executive Management Team consists of the following positions:

1. Assistant City Clerk
2. Assistant City Manager
3. City Manager
4. Code Enforcement Director
5. Community Development Director
6. Community Services Director
7. Deputy City Manager
8. Finance Director
9. Fire Chief
10. Human Resources & Risk Management Director
11. Planning Diector
12. Police Chief

13. Public Health Officer
14. Public Works Director

The Human Resources Department conducted a review and brought recommendations and findings to the Human Resources Commission on August 13, 2025. This review also included a compensation alignment analysis following a compaction issue created by the Assistant Finance Director classification and salary range.

DISCUSSION:

1. **Education, Training, and Experience Updates**:

To ensure consistency and flexibility in recruiting qualified candidates, the following standard language is being added to each classification's Education, Training, and Experience section:

"Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

• **Education**: Graduation from an accredited college or university with a Bachelor's degree in public administration, business administration, or a field closely related to the position's area of assignment
• **Experience:** Insert range, e.g., five to ten years of increasingly responsible professional experience in a field/department specialty, including a minimum of insert range, e.g., three to five years in a management or supervisory capacity
.• **Substitution**: Additional qualifying experience may substitute for the required education on a year for year basis.

Example:
Option 1:

- **Education:** Graduation from an accredited college or university with a Bachelor's degree in public administration, business administration, or a closely related field.
- **Experience:** Three (3) years of increasingly responsible professional experience in a City or County Clerk's office (or related department specialty), including at least two (2) years in a management or supervisory capacity.

Option 2:

- **Experience Substitution:** Seven (7) years of increasingly responsible professional experience, including at least two (2) years in a management or supervisory capacity, may substitute for the required education on a year-for-year basis.

This revision creates a consistent baseline across executive-level job descriptions and reflects modern classification practices that support inclusive candidate qualification assessments.

2. **Salary and Grade Code Changes**:

Attachment No.	Proposed Title	Original Change Code	Proposed Change Code	Substantive Changes
1	Assistant City Clerk	DH13	DH12	Consistency in compensation across similarly situated Department Head roles

2	Assistant City Manager	DH04		No compaction
3	City Manager	DH01		No compaction
4	Code Enforcement Director	DH14	DH05	Consistency in compensation across similarly situated Department Head roles.
5	Community Development Director	DH07		Position not allocated
6	Community Services Director	DH09		Position not allocated
7	Deputy City Manager	DH12		Position reallocated to lower level classification frozen.
8	Finance Director	DH08		No compaction
9	Fire Chief	DH03		No compaction
10	Human Resources & Risk Director	DH10	DH05	Consistency in compensation across similarly situated Department Head roles.
11	Planning Director	DH11		Position not allocated
12	Police Chief	DH02		No compaction
13	Public Health Officer	DH15		No compaction
14	Public Works Director	DH05		No compaction

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Approve staff's and the Human Resources Commission's recommendation; or
2. Provide alternative direction.

Prepared by: Carmelita Underwood, Director of Human Resources/Risk Management Department

Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

The fiscal impact of the grade and salary adjustments is anticipated to be minimal, as changes are limited to active classifications and are necessary to maintain internal equity. Funds will be absorbed within departmental budget upon availability.

Current Salary:

Department Head	Position Title	Start Pay	End Pay
DH13	Assistant City Clerk	$8,392	$11,328
DH10	Human Resources/Risk Director	$10,484	$14,153
DH14	Code Enforcement Director	$10,328	$13,943
Mid-Management	**Position Title**		
MM31	Assistant Finance Director	$12,569	$15,278
Steps 6, 7 and 8-Effective 9/2/25	Assistant Finance Director	$12,569	$16,694

Proposed Salary and Grade Code Adjustment:

Department Head	Position Title	Start Pay	End Pay
DH12	Assistant City Clerk	$9,316	$12,576
DH05	Human Resources/Risk Director	$12,610	$17,025
DH05	Code Enforcement Director	$12,610	$17,025

Attachments

Attachment No. 1 - Proposed Assistant City Clerk Job Description
Attachment No. 2 - Assistant City Manager
Attachment No. 3 - City Manager
Attachment No. 4 - Code Enforcement Director
Attachment No. 5 - Community Development Director
Attachment No. 6 - Community Services Director
Attachment No. 7 - Deputy City Manager
Attachment No. 8 - Finance Director
Attachment No. 9 - Fire Chief
Attachment No.10- Human Resources Risk Management Director
Attachment No. 11 - Planning Director
Attachment No. 12 - Police Chief
Attachment No. 13 - Public Health Officer
Attachment No. 14 - Public Works Director
Attachment No. 15 -Human Resources Commissioner Meetings Minutes
Attachment No. 16 - Resolution No. 2025-72

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Maintain Good Intergovernmental Relations
Expand Economic Development Opportunities

~~Proposed~~**PROPOSED-REDLINED VERSION**

CITY OF WEST COVINA

CLASSIFICATION SPECIFICATION

Class Title: **Assistant City Clerk**
Bargaining Unit: Department Head
Class Code: DH2
Salary Grade: DH13 DH12
Salary: $100,704- $135,936 $111,792-$150,912
FLSA: (Exempt)
Date Updated: 8/1/2025
Description

Job Summary:

Under general direction, organizes, supervises, coordinates, and manages coordination and recordation of all City Council meetings, records management, and the City's Pet License Program. As the City Clerk is an elected part-time position, the Assistant City Clerk is responsible for all the daily activities associated with the office of the City Clerk.

Examples of Duties

Essential Functions:

- Attends all meetings of the City Council and Community Development ~~Commission,~~ ~~and~~Commission and prepares corresponding minutes.
- Supervises the file maintenance of minutes, resolutions, ordinances, agreements and other official City documents.
- Attests and certifies City documents, including but not limited to, contracts, agreements, ordinances and resolutions.
- Prepares legal notices for hearings, ordinances, special meetings, public bids and elections.
- Assists the City Manager's office in the compilation of the agenda for City Council meetings.
- Responsible for compiling and recommending documents to be destroyed.
- Supervises and coordinates the Citywide microfilm program.
- Responsible for recordation of appropriate City documents with the County Recorder.
- Serves as contract administrator for the microfilm program, municipal elections, and related programs as necessary.
- Supervises and coordinates the pet licensing program including contract administration for animal control activities.
- Supervises full-time and ~~limited service~~limited-service City Clerk's office staff members.
- Administers oaths and takes affidavits.
- Registers voters and conducts municipal elections.
- Serves as Filing officer for campaign reporting and statements of economic interest, pursuant to the Political Reform Act.

- Conducts bid openings for capital improvement projects.
- Maintains and updates City municipal code.

Typical Qualifications

Required Knowledge:

Knowledge of municipal recordkeeping requirements, Brown Act provisions, Fair Political Practices regulations, and contract administration; ability to supervise staff, prepare reports and communicate effectively both orally and in writing.

~~Education:~~

~~Education, Training, and Experience~~

~~Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential job duties of the position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.~~

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

- **Education:** Graduation from an accredited college or university with a Bachelor's degree in public administration, business administration, or a field closely related to the position's area of assignment.
- **Experience:** ~~[Insert range, e.g., *five to ten years*]~~ 3 years of increasingly responsible professional experience ~~in~~ in progressively responsible experience in a City or County Clerk's office ~~[field/department specialty],~~ including a minimum of ~~[insert range, e.g., *three to five years*]~~ 2 years in ~~a management~~management or supervisory capacity.

Option 2 :

Substitution: Additional qualifying experience may substitute for the required education on a year-for-year basis

- **Experience:** 7 years of increasingly responsible professional experience and including a minimum of 2 years in a management or supervisory capacity

~~**Substitution:** Additional qualifying experience may substitute for the required education on a year-for-year basis.~~

~~A Bachelor's Degree in business, public administration or related field.~~

Experience:

~~Three years progressively responsible experience in a City or County Clerk's office or seven years of experience maybe substituted for the degree.~~

~~Experience in a supervisory or administrative capacity in a City Clerk's office may be substituted for the required degree on a year for year basis.~~

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a ~~keyboard.It~~keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.
Supplemental Information

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Other Necessary Requirements

Other Class Spec Title 1

Other Class Spec Title 2

~~Proposed~~**PROPOSED-REDLINED VERSION**

CITY OF WEST COVINA

CLASSIFICATION SPECIFICATION

Class Title:	**Assistant City Manager**
Bargaining Unit:	Department Head
Class Code:	DH2
Salary Grade:	DH04
Salary:	$154,824- $208,968
FLSA:	(Exempt)
Date Updated:	07/14/2025
Description	

Job Summary:

To assist the City Manager in planning, organizing, and directing the activities of all City departments; to supervise the activities of the City manager's Office; to coordinate activities among and with other divisions and departments; to provide highly complex staff assistance to the City Manager and City Council; to be responsible for oversight of specific operational areas of the city as may be assigned by the City manager; to serve as the Acting City Manager in the City Manager's absence; and to do related work as required.

Examples of Duties

Essential Functions

- Assist the City manager in developing, planning, implementing, and administering Citywide goals and objectives, as well as policies and procedures necessary to provide or improve new or modified programs, systems, policies, and procedures. Perform or supervise comprehensive management analyses of a wide range of municipal policies, organization, procedures, budgetary and finance areas; provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.
- Provide highly complex staff assistance to the city Council, commissions, committees and the City Manager in matters related to a wide variety of City administration activities and programs.
- Provide direction, supervision and/or advice to City department management; prepare the City's work program; coordinate interdepartmental activities, as well as City activities with outside agencies and organizations.
- Exercise direct and indirect supervision over management, professional, and clerical staff. Assigns work activities; directs special projects and programs; monitors work flow, and reviews and evaluates work products, methods, and procedures.
- Serves as Acting City Manager in the City Manager's absence.

- Assist the City Manager in directing the development and administration of the City's budget, which may include supervision of the preparation of the Executive Budget. Provide direct oversight of the management of the City Budget and City work program, including those management information systems established to track progress of the City operations toward achieving established goals.
- Direct, supervise, and participate in the City's legislative information program, ombudsman program and the community image program. supervise and direct the City's ombudsman Program; review and respond to the sensitive or complex citizen complaints or requests for information; oversee the preparation of City publications.
- Meet with members of the public including members of the business community and citizen groups to explain City policies, procedures, goals, and objectives; negotiate agreements and resolve difficult City administration related problems and questions.

Typical Qualifications

Required Knowledge:

Knowledge of: modern principles, methods, and problems in municipal public administration including organization, personnel, and fiscal management systems and procedures; knowledge of research methodology, including statistical and financial analysis, and report preparation; knowledge of city government and intergovernmental relationships.

~~**Education:**~~

Education, Training, and Experience

Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential duties of the position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.

Education, Training, and Experience

Any combination of education, training, and experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

Education: Graduation from an accredited college or university with a Bachelor's degree in public administration, business administration, or a field closely related to the position's area of assignment. Master degree desired.

Experience: ~~[Insert range, e.g., five to ten years]~~ 5 years of increasingly responsible professional experience in [field/department specialty], including a minimum of [insert range, e.g., three to five years] in a management or supervisory capacity.

Option 2:

Substitution: Additional qualifying experience may substitute for the required education on a year-for-year basis.

Experience: 9 years of increasingly responsible professional or management experience in administrative analysis, and administrative research in a municipal government setting, including a minimum of 5 years in management or supervisory capacity

~~Bachelors degree in public or business administration or related field. Masters degree desirable.~~

~~**Experience:**~~

~~Five years of increasingly responsible professional or management experience in administrative analysis, and administrative research in a municipal government setting or nine of experience can substitute for degree.~~

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Supplemental Information

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Other Necessary Requirements

Other Class Spec Title 1

Other Class Spec Title 2

~~Proposed~~**PROPOSED-REDLINED VERSION**

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: **City Manager**
Bargaining Unit: Department Head
Class Code: CM
Salary Grade: DH01
Salary: Range
FLSA: (Exempt)
Date Updated: 07/14/2025

Description

JOB SUMMARY

Under the direction of the City Council, the City Manager will serve as the Chief Executive Officer of the City and be the key staff advisor to the City Council. His/Her responsibilities will be to implement policies as directed by the City Council and enforce all municipal laws and regulations for the benefit of the community.

Examples of Duties

Powers and duties of the position, as set forth in the City's Municipal Code include, but are not limited to:

- Enforce all laws and ordinances of the City and see that all laws of the
- State pertaining to the City are faithfully observed.
- Recommend to the City Council for adoption such measures and ordinances as he/she deems necessary or expedient.
- Make investigations into any of the affairs of the City and any department or division thereof, and any contract or the proper performance of any obligations of the City. Examine or cause to be examined the official conduct of any officer or employee of the City.
- Investigate all complaints in relation to matters concerning the administration of the City government and in regard to the service maintained by public utilities in the City, and to see that all franchises, permits, contracts and privileges granted by the City are faithfully performed and observed.
- Exercise general supervision over all public buildings, public parks and all other public property which are under the control and jurisdiction of the City. Direct the planning and construction of all public works.
- Authority to control and give directions to all heads of departments and to subordinate officers, and employees of the City under his/her jurisdiction through their department heads.
- Appoint, remove, promote and demote any and all officers and employees of the City, except the City Clerk, City Attorney and City Treasurer, subject to the rules and regulations of any applicable civil service or other personnel system in effect.
- Recommend to the City Council such organization or reorganization of offices, positions, departments or units under his/her direction, including the transfer of employees between

departments and offices, as may be indicated in the interest of efficient, effective and economical conduct of the City's business.

- Attend all meetings of the City Council, unless excused therefrom. May participate in Council deliberations but will not have a vote.
- May attend any and all meetings of City commissions, boards or committees created by the City Council, upon his/her own volition and will attend such meetings upon direction of the City Council.
- Keep the City Council at all times fully advised as to the financial condition and future needs of the City and to make such recommendations as may seem appropriate or desirable. Prepare and submit to the City Council at the end of each fiscal year a comprehensive report of the finances and administrative activities of the City for the preceding fiscal year.
- Prepare and submit the proposed annual budget and the proposed annual salary plan to the City Council for its approval and be responsible for the administration thereof upon adoption by the City Council.
- Prepare and enforce rules and regulations governing the contracting for, purchasing, storing, distribution and disposal of all supplies, materials and equipment required by any office, department or agency of the City and to recommend them to the City Council for adoption.
- Devote his/her entire time to the duties of the office in the interests of the City.
- Perform such other duties and exercise such other powers as may be delegated from time-to-time by ordinance, resolution or other action of the City Council.

Typical Qualifications

~~**EDUCATION & EXPERIENCE**~~

Education, Training, and Experience

Any combination of education and experience that provides the required knowledge, skills, and abilities to performs the essential job duties of the position is qualifying. A typical way of obtaining the required qualification is:

Option 1:

- ~~Requires~~**Education**: Graduation from an accredited college or university with a Bachelors degree in public administration, business administration, or a field closely related to the position's area of assignment. ~~a bachelor's degree, from an accredited college or university, with major course work in business or public administration, or a related field.~~ A master's degree in a related field is ~~beneficial~~desirable.
- **Experience**: The selected candidate must have significant experience in municipal finance, economic development, employee/labor relations, and will have worked as a City Manager or Assistant City Manager in a medium or large municipality with comparable demographics and scope of services.

Option 2:

Substitution: Additional qualifying experience may substitute for the required education on a ~~year for year~~year-for-year basis.

- **Experience**: The selected candidate should have 10 years of increasingly responsible professional or management experience in municipal finance, economic development,

employee/labor relations, and will have worked as a City Manager or Assistant City Manager in a medium or large municipality with comparable demographics and scope of services. Experience with California municipalities is preferred.

- ~~Experience with California municipalities is preferred.~~

REQUIRED KNOWLEDGE, SKILLS & ABILITIES

The qualified candidate will have excellent interpersonal, written and oral communication skills. In addition, he/she should have knowledge of: Federal and State laws, rules and regulations regarding local government operations as well as the principles and procedures of municipal organizations.

ADDITIONAL REQUIREMENTS

The City Manager should also be able to:

- Analyze trends (problems and opportunities) and develop long range plans in consideration.
- Effectively supervise subordinate personnel.
- Establish and maintain effective working relationships.
- Foster teamwork and stakeholder buy-in.
- Lead and gain the cooperation of the City Council, officials, employees, and the public.
- Ensure outstanding customer service is delivered by the organization.

Supplemental Information
Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

PROPOSED-REDLINED VERSION

CITY OF WEST COVINA

CLASSIFICATION SPECIFICATION

Class Title: ~~Code Enforcement Director~~ Public Safety Director
Bargaining Unit: Department Head
Class Code: DH
Salary Grade: ~~DH14~~DH05
Salary: $~~123,936~~-151,320 $~~167,316~~204,300
FLSA: (Exempt)
Date Updated: 08/07/2025
Description

Job Summary

Under general direction, the Code Enforcement Director is responsible for the development and administration of the city code enforcement programs designed to address quality of life issues throughout the city. This includes zoning, health, building, fire, safety, and other forms of municipality codes. The Director oversees and manages the code enforcement and parking enforcement for the city. The Director, directs, supervises incumbents provides leadership, represent the unit during various meetings, responds to request for information, presents in public and private meetings, and answers inquiries from elected and appointed officials. The Director coordinates the development of enforcement and compliance programs and serves as a key member of the City's management team. The Director will also function as the liaison with the City Manager's office concerning enforcement issues. This position coordinates with other City departments, has significant contact with local and regional law enforcement agencies and monitors updates to State and Federal Law. The Director shall also serve as a liaison and lead contact for the City's Emergency Operation Plan.

Examples of Duties

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

- Assumes management responsibility for assigned services and activities of the Code Enforcement Division including enforcement of certain ~~building~~buildings, Health and Safety, Business and Professions, vehicle, and City municipal and zoning codes that protect health, safety, and general welfare of residents and visitors.
- Develops, implements and supervises a code enforcement program involved in the efficient and effective enforcement of codes related to housing, dangerous buildings,

abandoned/inoperative vehicles, trash, weeds, business operating without proper business license, and other health and safety violations.

- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs.
- Recommends and administers policies and procedures.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures.
- Recommends, within departmental policy, appropriate service and staffing levels.
- Plans, directs, coordinates, and reviews the work plan for assigned staff involved in investigating code violations and initiating procedures to abate violations.
- Assigns work activities, projects, and programs to implement Council's plans.
- Reviews and evaluates work products, methods, and procedures.
- Meets with staff to identify and resolve problems.
- Participates in field activities and investigations.
- Reviews reports prepared by Code Enforcement Officers.
- May issue citations and prepare requests for criminal complaints as appropriate.
- Prepares cases for prosecution, and materials for city council's and committees' hearings.
- May testify in court regarding compliance action.
- Reviews and analyzes statistical information from reports.
- Track case information and review data entry for consistency.
- Selects, trains, motivates, and evaluates assigned personnel.
- Provides or coordinates staff training.
- Works with employees to correct deficiencies.
- Implements discipline and termination procedures.
- Oversees and participates in the development and administration of the Code Enforcement Division's annual budget.
- Participates in the forecast of funds needed for staffing, equipment, materials, and supplies, monitors and approves expenditures, and implements adjustments.
- Provides responsible staff assistance to the City Manager; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to Code Enforcement programs, policies, and procedures as appropriate.
- Serves as the liaison for the Code Enforcement Division to other divisions, departments, and outside agencies.
- Attends various meetings to work with and educate citizens.
- Responds to and resolves difficult and sensitive inquiries and complaints.
- Negotiates and resolves sensitive and controversial issues.
- Serves as staff on a variety of boards, commissions, and committees.
- Prepares and presents staff reports and other necessary correspondence.
- Attends seminars, classes, professional group meetings, and reviews professional literature.

- Stays abreast of current developments, new trends, and innovations in the field of code enforcement.
- Performs related duties as required.

Typical Qualifications

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for an executive level position. A typical way of obtaining the required qualifications is to possess the equivalent of:

Knowledge of:

- Operational characteristics, services, and activities of a comprehensive municipal code enforcement program.
- Principles and practices of program development and administration. Principles and practices of municipal budget preparation and administration. Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations including current land use, zoning, municipal, and applicable building codes as they apply to code enforcement, mobile-home enforcement, and business licensing.
- Procedures involved in the enforcement of codes and regulations including methods and techniques of conducting and documenting field investigations.
- Legal procedures involved in the enforcement of land use and environmental regulations.
- Court documents and procedures including procedures for citation issuance and obtaining various types of inspection warrants.
- City services and organizational structure as they relate to code enforcement. Effective customer service and public relations practices.
- Principles and procedures of record keeping.
- Methods and techniques of business correspondence and technical report preparation.
- Modern office procedures, methods, and equipment including computers and supporting word processing and spreadsheet applications

Ability to:

- Oversee and participate in the management of a comprehensive code enforcement program.
- Oversee, direct, and coordinate the work of ~~lower level~~lower-level staff.
- Select, supervise, train, and evaluate staff.
- Participate in the development and administration of division goals, objectives, and procedures.

- Research, analyze, and evaluate new service delivery methods and techniques. Prepare and administer large program budgets.
- Prepare clear and concise administrative and financial reports.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Interpret and apply federal, state, and local policies, laws, and regulations. Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Prepare and conduct presentations to groups of varying sizes.
- Represent the City in a professional manner in dealing with staff, citizens, news media, and other agencies and groups.
- Demonstrate an awareness and appreciation of the cultural diversity of the community. Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Minimum Qualifications

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications:

Option 1:

- **Education:** Graduation from an accredited college or university with a Bachelor's degree in public administration, business administration, or a field closely related to the position's area of assignment.
- **Experience:** 15 years of increasingly responsible professional experience in progressively responsible experience Fifteen years (full-time equivalent) of increasingly responsible code enforcement, investigative, and/or inspection experience including 10 years (full-time equivalent) of administrative and supervisory responsibility.

Option 2 :

Substitution: Additional qualifying experience may substitute for the required education on a year-for-year basis

- **Experience:** 15years of increasingly responsible professional experience and including a minimum of 10 years in a management or supervisory capacity

~~**Education, Training, and Experience**~~

~~A Bachelor's degree from an accredited college or university with major course work in planning, public administration, business administration, law enforcement or a related field in~~

~~desirable.~~

Fifteen years (full-time equivalent) of increasingly responsible code enforcement, investigative, and/or inspection experience including ten years (full-time equivalent) of administrative and supervisory responsibility.

Physical Requirements

Public contact.
Communication with diverse community.
Ability to handle pressure and fluctuating workload.
Use of dexterity to type, write and perform related duties.
Handle light weights, and move around as needed Stand, sit and walk for extended periods of time.
Read, interpret and apply rules, regulations, policies and procedures.

Other/ Special Requirements
Licenses/Certificates:

- A valid CA Driver License.
- Possession of PC 832, or ability to obtain PC 832 within six months from employment.

Physical Requirements

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Supplemental Information

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer

Other Necessary Requirements

Other Class Spec Title 1

Other Class Spec Title 2

~~Proposed~~PROPOSED-REDLINED VERSION
CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: Community Development Director
Bargaining Unit: Department Head
Class Code: NON-REP
Salary Grade: DH07
Salary: $133,236- $179, 892
FLSA: (Exempt)
Date Updated: 07/14/2025
Description

Description
JOB SUMMARY

Under the direction of the City Manager, the Community Development Director is responsible for the development and administration of programs designed to address community development programs and services. The Director oversees the following divisions: Building, Economic Development/Housing, Engineering, and Planning. The Director coordinates the development review process and serves as a key member of the City's management team. The position will also oversee the building plan check and inspection process and the Planning Commission and function as the liaison with the City Manager's office concerning development issues. The Director will supervise the maintenance of accurate City maps and engineering records. The position plans, directs and coordinates the activities of the City of West Covina Community Development Commission, West Covina Housing Authority, and the Successor Agency of the former West Covina Redevelopment Agency; coordinates with other City departments, has significant contact with developers and monitors development projects.
Examples of Duties
ESSENTIAL FUNCTIONS

Under general direction of the City Manager and with minimal assistance, incumbents in this position classification must ably perform the following functions:

- Coordinates the administrative and business management functions of the Community Development Department, including oversight of the Building, Economic Development/Housing, Engineering, and Planning Divisions, the processing and preparation of budgets, including general, special revenue, grants, capital improvement, and internal service funds; revenue, fee rates and schedules, equipment, and personnel functions.
- Plans, organizes directs and manages all activities of the Community Development Department including development/environmental review, planning, building and safety, zoning, engineering, community preservation and housing/community development.
- Coordinates Community Development Department activities with those of other departments as needed.
- Advises the City Manager, City Council, the Planning Commission and other City departments/ divisions on issues pertaining to applicable Community Development issues.
- Serves as the City's representative in development and land use matters.

- Serves as staff representative to the Planning Commission and as a technical advisor to the Successor Agency of the West Covina Redevelopment Agency.
- Represents the City in related issues before a variety of groups, the public and other agencies.
- Develops, recommends, administers, interprets and enforces departmental policies and procedures and assists in the development and administration of the City's community development related policies and regulations.
- Selects and is responsible for the training, supervision, and evaluation of all departmental staff.
- Makes Community Development Department budget recommendations and administers the expenditure of funds.
- Directs and participates in the preparation of a wide variety of surveys, plans, specifications, request for proposals, studies, reports, contracts, agreements, agenda reports, correspondence, resolutions and ordinances in accordance with applicable state and federal laws and local codes and standards.
- Formulates, recommends and implements department goals and develops workload indicators to measure progress towards goal achievement.
- Prepares, coordinates, and administers the City's General Plan.
- Actively recruits and assists businesses with relocation and those who wish to develop in the City.
- Seeks, develops and makes recommendations on alternative sources of funding as appropriate.
- Reviews and analyzes a variety of materials, records, contracts, reports and other data and makes recommendation for change as needed.
- Attends a variety of City Council, Commission, other public meetings and civic functions and represents the City.
- Assists in the preparation of the Community Development Department annual budget and the control of expenditures that relate to division activities and develops appropriate justification for requested changes in personnel, materials and equipment.
- Serves as Acting City Manager as assigned.
- Perform related duties as needed.

Typical Qualifications
REQUIRED KNOWLEDGE & ABILITIES

Required Knowledge

Knowledge of principles, methods and practices of economic development; familiarity with the fundamentals of real-estate analysis including financial and economic review processes; knowledge of laws and practices affecting City Planning, Engineering, and Building and Safety; and knowledge of the principles of organization, administration, budget and personnel management.

Required Abilities

Ability to effectively manage and supervise subordinate personnel, develop and maintain positive working relationships, communicate effectively both orally and in writing, facilitate quality customer service, effectively resolve conflicts, anticipate changing circumstances and operational needs, make critical decisions, and provide effective assistance and recommendations to the City Manager.

MINIMUM QUALIFICATIONS

~~Experience~~

Education, Training, and Experience

Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential job duties of this position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.
~~Must have at least~~

Option 1:

Education: Graduation from an accredited college or university with a Bachelor's degree in public administration, business administration, urban planning, civil engineering, or a field closely related to the position's area of assignment.

~~Experience:~~

Experience: ~~eight~~8 years of experience in community development comprising of three years in a supervisory position or other managerial capacity; supervision over building and safety, engineering, city planning, and economic development/housing projects; experience in the implementation and development of major commercial developments; building code, successor agency knowledge, public works knowledge, and/or general plan implementation, also desired. ~~.~~

~~**Education:Experience:** 8 years of increasingly responsible professional experience in progressively responsible experience in Community Development including a minimum of 3 years in management or supervisory capacity.~~

~~Education~~

~~Must have a~~

Possession of an advanced graduate degree in public or business administration, urban planning, civil engineering, or related fields. is highly desirable and may substitute for required experience.

Option 2 :

Substitution: Additional qualifying experience may substitute for the required education on a year-for-year basis

Experience: 128 years of increasingly responsible professional experience and including a minimum of 3 years in a management or supervisory capacity

Licenses and Certifications

- Must possess a valid Class C driver's license.
- American Institute of Certified Planners (AICP) certification highly desirable.
- License as a Professional Engineer (PE) with the State of California is highly desirable.

Physical Requirements

This position requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.
Supplemental Information
SUPPLEMENTAL INFORMATION

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.
Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

~~Proposed~~**PROPOSED-REDLINED VERSION**

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	**Community Services Director**
Bargaining Unit:	Department Head
Class Code:	DH
Salary Grade:	DH09
Salary:	$129,312- $174,564
FLSA:	(Exempt)
Date Updated:	07/14/2025
Description	

Job Summary:

Under general direction, administers a department responsible for planning, organizing, and directing community recreation programs, senior services, community social services, public transportation programs, special community events, the Community Development Block Grant Program, and park plans and programs.

Examples of Duties
Essential Functions:

- Administers community related programs, activities and events through subordinate department staff.
- Ensures that services and programs are provided according to related laws, ordinances, rules and regulations.
- Makes presentations to the City Council and public groups regarding program proposals and changes; advises the city council, City personnel and the public on Human Services issues.
- Acts as Secretary to the Community Services and Senior Citizens, Commissions; establishes agendas and provides direction at monthly meetings.
- Provides liaison to the Los Angeles County Transportation Commission for Prop A funding.
- Selects department employees; reviews and evaluates performance; executes necessary disciplinary action.
- Represents the City and acts as a liaison in discussions and planning of community projects with advisory groups, other public agencies, professional organizations or community groups.
- Directs preparation of departmental budgets; makes budget presentations and justifies submissions.
- Develops and implements new or revised programs based upon the changing needs of the community.

Non-essential Functions:

- Coordinates the preparation of grant applications and reports.

Typical Qualifications

Required Knowledge and Abilities

Thorough knowledge of the principles, procedures and resources of public, private, and inter-agency human services programs, including funding sources, grant administration; knowledge of public administration principles and practices; knowledge of laws affecting community programs and services; ability to make public presentations, prepare and present reports; direct staff, and manage a wide range of departmental operations.

~~Education:~~
Education, Training, and Experience

Option 1:

~~Education:~~
~~A Bachelor's Degree with major coursework in public administration, recreation administration, sociology or related field.~~

Education:
Graduation from an accredited college or university with a Bachelor's degree in public administration, recreation administration, sociology or a field closely related to the position's area of assignment.

Experience:
9 years of increasingly responsible professional experience in progressively responsible experience in a human services role including a minimum of 2 years in management or supervisory capacity.

~~Experience:~~

Option 2 :
~~Experience: Five years of progressively more responsible experience in human services or a related field, two years of which must have been at a supervisory or management level~~
Substitution: Additional qualifying experience may substitute for the required education on a year-for-year basis
Experience: 9 years of increasingly responsible professional experience and including a minimum of 2 years in a management or supervisory capacity
~~Substitution: Additional qualifying experience may substitute on a year for year basis.~~ .

Physical Requirements:

This position requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Other / Special Requirements:
Licenses: Possession of a valid California Class C Driver's License with a satisfactory driving record is required.
Special: Candidate must also possess the ability to travel to different sites and locations.
Supplemental Information
The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.
Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

~~Proposed~~**PROPOSED-REDLINED VERSION**

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	~~Deputy City Manager~~ DEPUTY CITY MANAGER
Bargaining Unit:	Department Head
Class Code:	DH2
Salary Grade:	DH12
Salary:	$111,792- $150,912
FLSA:	(Exempt)
Date Updated:	07/14/2025

Description

JOB SUMMARY

Under administrative direction, plans, directs, and coordinates activities of the Public Health Department; implements policies and establishes procedures related to public health and related community services; directs the development and administration of the department budget; serves as a member of the city's executive leadership team; performs related duties as required. This position will function as the designated Public Health Officer of the City.

This position reports to the City Manager and is responsible for the overall planning, administration, and operation of the Public Health Department. The Public Health Officer will assist in establishing the city's Health Department.

The Public Health Officer is expected to exercise independent judgment, wisdom, common sense, and initiative in establishing efficient and effective departmental operations consistent with City Council policies and administrative guidelines established by the City Manager. The Public Health Officer will participate actively in addressing issues of concern to the city, which at times may not have a direct impact on their area of specialization.

Examples of Duties

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

1. Provides overall medical direction and guidance for the Public Health Department and is responsible for enforcing local health orders and ordinances and regulations prescribed by the State Department of Health Services and the State relating to public health.
2. Plans, directs, and coordinates various public health and environmental health programs of the city in conformance with the Health and Safety Code of the State of California, the city's health and sanitation code, and other related laws, standards, and regulations.
3. Directs assessment and analysis of operational and service demands and develops comprehensive plans to ensure the highest possible quality of life for the community; confers with legal advisors, citizens, and City officials on public health and

environmental health problems; develops and implements related policies and procedures.

4. Directs the preparation and administration of the Public Health Department's budget; responsible for obtaining and managing grant funding; directs the implementation of organizational development, training, and strategic planning to address operational needs effectively.
5. Advises and otherwise assists the City Manager and City Council in understanding and developing policies governing City responses to the community, environmental and public health.
6. Coordinates public health-related activities with those of other agencies; establishes and maintains mutually productive working relationships with residents, community/business groups, and other public and environmental health organizations.
7. Directs the selection of department employees; plans and organizes work; directs the development and implementation of work methods and standards; directs staff training and development; maintains effective department discipline and morale; reviews and evaluates employee performance; executes disciplinary action.
8. Provide advice, guidance, consultation, and direction to physicians, laboratories, hospitals, health care providers, and the public in matters relating to diagnosis, investigation, control, and prevention of communicable diseases. Networks with other City, County, State and Federal officials regarding communicable disease matters.

GENERAL QUALIFICATIONS

Knowledge of:

1. Principles and practices of public health including current trends in policy, treatment, prevention, education, related issues in a large and diverse urban population and of medicine relating to evaluation, diagnosis and treatment in family planning and communicable disease diagnosis, control, and treatment.
2. Administrative principles and methods, including goal setting, program and budget development and implementation.
3. Public health administration and Federal, State and local laws, regulations and programs related to public health and communicable diseases.
4. Operating policies and functions of the State Department of Health Services and the United States Public Health Service.
5. Emergency medical services and disaster response activities and planning.
6. Effective public and community relations.
7. Principles and practices of effective employee supervision, including selection, training, goal setting, and positive motivational techniques.

Ability to:

1. Provide leadership and management necessary to address public health concerns.
2. Assess and analyze public health information and community needs.
3. Plan, organize, manage, and coordinate the work of staff engaged in preparing and maintaining City-wide financial records and reports.

4. Plan and organize health operations to meet community health needs and State and Federal laws/regulations within available resources.
5. Maintain confidential information according to legal standards and/or Federal, State, and City government regulations.
6. Analyze complex administrative problems, evaluate alternatives, and make effective recommendations.
7. Establish and maintain cooperative working relationships with a variety of citizens, public and private organizations and businesses, commissions, committees, and city staff.
8. Develop and manage budgets conduct a variety of complex research and analysis.
9. Prepare presentation-quality narrative and statistical reports.
10. Communicate clearly and concisely both orally and in writing.
11. Understand the impacts of the Affordable Care Act and other policies on public health and demonstrate flexibility in the face of the changing landscape of public health.
12. Work with the legislative process and establish and maintain a positive rapport with local, State, and Federal policy makers, City management and employees, public health providers and the public.

Typical Qualifications

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential job duties of the position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.

~~Education: Graduation from a medical school with an M.D. degree is required, preferably supplemented by graduate work in a recognized school of public health with a master's degree in Public Health.~~

Option 1:

Education:

Graduation from a accredited college or university with a Bachelor's degree in public administration, or a field closely related to the position's area of assignment.

Experience: 9 years of increasingly responsible professional experience in progressively responsible experience municipal government including a minimum of 2 years in a management or supervisory capacity.

~~Experience: Five years of increasingly responsible management experience in public administration or health care management, including grant-funded programs. is required.~~

~~Substitution: Additional qualifying experience may substitute for the required education on a year for year basis.~~

Option 2 :

Substitution:

Additional qualifying experience may substitute for the required education on a year-for-year basis

Experience:

9 years of increasingly responsible professional experience and including a minimum of 2 years in a management or supervisory capacity

Licenses/ Certifications
Valid license as a Physician and Surgeon issued by the State of California.
Board certification in a medical specialty recognized by the American Board of Medical Specialties (ABMS).
Valid Drug Enforcement Administration (DEA) certificate is required within five (5) months of appointment and must be maintained during employment.
Valid California Class C driver's license with a satisfactory driving record.

PHYSICAL REQUIREMENTS:
The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands
While performing the duties of this job, the employee is regularly required to sit, talk, or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk and on occasion will lift up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Mental Demands
While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets complex data, information and documents; analyzes and solves complex problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, frequent interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied individuals.

Work Environment
The employee works in an office environment where the noise level is usually quiet. The employee may be required to respond to emergency situations. The employee may be exposed to biological hazards and disease/infestations.
Supplemental Information
The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.
Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

PROPOSED-REDLINED VERSION
CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	Finance Director
Bargaining Unit:	Department Head
Class Code:	DH
Salary Grade:	DH08
Salary:	$159,084- $214,764
FLSA:	EXEMPT
Date Updated:	06/27/2025

Description

Job Summary:

Under administrative direction, plans, organizes, directs the auditing, budget preparation, general accounting, grant accounting, cashiering services, business licensing, information technology, transient occupancy tax, and treasury functions, and purchasing activities of the City; oversees various City tax and other revenue-producing programs; participation in special Citywide management functions and projects such as long-term capital budgeting, installation of data processing programs; and performs related duties as required.

Examples of Duties
Essential Functions:

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

- Oversees or directs the preparation of the City budget; supervises the review of budget requests and the compilation of estimates and projections to effect a balanced budget.
- Forecasts budget revenues; analyzes reserves; attends all budget meetings and hearings held with various departments and divisions; assists with review of all budget documents for the City; performs analysis; reviews cash flow projections; prepares long-term financial analyses for the City.
- Monitors and evaluates legislative, regulatory, and other governing body rulemaking changes that may have a financial impact on the City; reviews City financial policies and Finance Department procedures to enhance financial management internal controls over various types of financial transactions.
- Oversees the review of revenue and expenditure reports in comparison with planned budget and recommends control necessary to keep budget in balance.
- Directs the preparation of reports for State and private agencies.
- Provides direction for the staff of the Finance Department to assist department heads on financial problems and maintaining cost records of financial activities.

- Oversees the general accounting system of the City.
- Oversees and is responsible for the disbursement of all monies.
- Directs the audit of all expenditures as to budget or Council authorization.
- Directs and approves payment of all bills, purchase orders, invoices, payrolls, and demands.
- Directs the preparation of all financial reporting and audits.
- Responsible for the preparation of the Annual Comprehensive Financial Report and annual budget in conformance with CSMFO and GFOA established guidelines; preparation of the Budget Letter of Transmittal, Management's Discussion and Analysis and ACFR Letter of Transmittal.
- Directs the staff and operations of the City's Information Technology Division..
- Evaluates policies, operating methods, and results of the program of motel-hotel tax, sales tax, cashiering, and data processing, including the preparation of regular and special reports covering the revision, improvement, or adjustment of these programs and related services, fees, or expenditures.
- Responsible for the collection of business license taxes, transient occupancy taxes and the billing and collection of accounts and loans receivable; manages the preparation of various annual and periodic reports to a variety of external entities. Supervises the operations internal services.
- Directs the City's cash management program and the investment of idle funds as directed by the Finance Director; monitor cash balances in all funds; review transactions in relation to community facilities districts, assessment districts, and long-term debt investments.
- Develops and implements departmental goals, objectives and priorities
- Develops and administers policies and procedures.
- Establishes appropriate service and staffing levels.
- Allocates resources accordingly.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures.
- Selects, trains, motivates, and evaluates assigned personnel.
- Provides or coordinates staff training; works with employees to correct deficiencies.
- Prepares and reviews agenda item reports; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to finance programs, policies and procedures as appropriate.
- May plan, organize, direct and administer the City's Human Resources and Risk Management programs and services.
- May serve as Personnel Officer.
- May act as chief negotiator and participates in negotiations during meet and confer sessions with various employee organizations. Act as advisor to the City Council and City Manager on labor relations matters.
- May serve as Acting City Manager when so designated.
- Performs related work as assigned.

Typical Qualifications

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for an executive level finance position. A typical way of obtaining the required qualifications is to possess the equivalent of:

Knowledge of:

- Principles, methods, and practices of municipal finance administration.
- Principles and practices of public administration.
- Approved principles and standard practices of centralized accounting, auditing, payroll, and revenue projection and management.
- Purchasing, data processing and duplicating services and the laws affecting municipal finance administration.
- Computer applications in administrative functions.
- Pertinent Federal, State and local laws, codes and regulations pertaining to public finance and accounting.
- Principles of research, statistical analysis and report preparation.
- General office procedures; operation and care of general-purpose computer equipment.
- Principles and practices of supervision, training and performance evaluation; Economic/business cycles.
- Microsoft Excel (including pivot tables), Word and PowerPoint.
- City finance policies and procedures, Civil Service Rules and labor contract provisions.

Ability to:

- Organize, and direct work involved in finance administration.
- Deal effectively with superiors and subordinates.
- Deal effectively with the general public, City staff, and representatives of various public and private agencies.
- Analyze and make sound recommendations on complex accounting and financial issues, data and operations.
- Understand, interpret, explain and apply federal, state and local policy, law, regulations and court decisions regulating the City's financial accounting, reporting and record keeping.
- Develop and implement sound financial and accounting procedures and controls.
- Communicate clearly and effectively, orally and in writing.
- Prepare and present oral and written reports.
- Define issues, analyze problems, evaluate alternatives and develop sound, independent conclusions and recommendations in accordance with laws, regulations, rules and policies.
- Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.
- Exercise sound, expert independent judgment within general policy guidelines.
- Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
- Establish and maintain effective working relationships with the City Manager, Mayor and Council Members, department heads and managers, staff, representatives of other agencies, the public and others encountered in the course of work.

Minimum Qualifications

Education, Training, and Experience

Any Combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential job duties of the position is qualifying. Incumbents will possess

the most desirable combination of training, skills, and experience as demonstrated by past and current employment.

~~Education: A Bachelor's Degree from an accredited college or university with a major in accounting, finance administration, public administration, or a closely related field is required.~~

~~Master's Degree in a related field is desirable.~~

Option 1:

Education:

Graduation from an accredited college or university with a Bachelor's degree in accounting, finance administration, public administration, or a field closely related to the position's area of assignment.

Experience:

11 years of increasingly responsible professional experience in progressively responsible experience in a governmental accounting or finance including a minimum of 4 years in management or supervisory capacity.

~~Experience: Seven (7) years of professional experience in governmental accounting or finance, including at least four (4) years in a supervisory capacity.~~

~~Substitution: Additional qualifying experience may substitute for the required education on a year for year basis.~~

Option 2 :

Substitution:

Additional qualifying experience may substitute for the required education on a year-for-year basis

Experience:

15~~1~~ years of increasingly responsible professional experience and including a minimum of 4 years in a management or supervisory capacity

Licenses/Certifications

Certified Public Accountant (CPA) designation, Certified Public Finance Officers (CPFO), or other accreditation in a related field is desirable.

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Supplemental Information

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals

with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.
Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

~~Proposed~~**PROPOSED- REDLINED VERSION**

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: **Fire Chief**
Bargaining Unit: Department Head
Class Code: DH2
Salary Grade: DH03
Salary: 176,796 -238,680
FLSA: (Exempt)
Date Updated: 07/14/2025
Description

Job Summary:

Under general direction, plans, organizes, directs, coordinates, and administers the overall, citywide operation of the Fire Department, including fire suppression and prevention, emergency medical services, and citizen aid; develops and evaluates goals and objectives to improve departmental services; serves as a member of the City management team; may be involved in administrative projects outside the normal area of specialization; and does related work as required.

Examples of Duties

Essential Functions:

- Plans, organizes, staffs, directs, coordinates, prepares, and administers the Department's budget and activities.
- Participates in the interviewing, selection, training, and evaluation of employees.
- Reviews and analyzes statistical and activity reports regarding projected City development and the location, nature, and frequency of reported fires, fire prevention and suppression technology.
- Administers the development of in-service training programs to increase departmental efficiency and prepare employees for advancement.
- Establishes and interprets departmental policies, priorities, and procedures in association with administrative staff.
- Coordinates fire protection and inspection activities with other City departments and fire agencies.
- Handles citizen complaints or problems concerning departmental activities referred by lower level supervisors.
- Represents the Department at a variety of meetings with representatives from public and private agencies.
- Speaks before public and professional groups on the plans, objectives, policies, and program of the Department.
- Prepares and presents periodic oral and written reports on departmental activities.
- Responds to major incidents and manages/coordinates information, resources and priorities in accordance with the "Standardized Emergency Management System".

Typical Qualifications

Required Knowledge and Abilities:

- Thorough knowledge of modern methods of fire department administration; principles of public administration, budgeting, training, personnel, and municipal government; the newest developments in techniques and equipment used in fire fighting; fire prevention, equipment, maintenance, and drill procedures; city ordinances pertaining to fire fighting and fire prevention.
- Ability to plan, lay out, and review the activities of the Fire Department and maintain discipline; organize civilian defense auxiliaries; prepare and review reports; establish and maintain effective public relations.

~~**Education:**~~
Education, Training, and Experience
Any Combination of education and/or experience that has provideds the ~~required~~ knowledge, skills, and abilities to perform the essential ~~job~~ duties of the position is qualifying. ~~Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.~~ A typical way of obtaining the required qualifications is:

Option 1:

Experience:
4 years of increasingly responsible professional experience in progressively responsible experience in a Battalion Chief or higher level.
Education:
Graduation from an accredited college or university with a Bachelor's degree in fire science, public administration, or a field closely related to the position's area of assignment.

~~Education:~~
~~A Bachelor's Degree or equivalent college training in fire science, public administration, or related field.~~

~~**Experience:**~~
Option 2:

Experience: 8~~Eight~~ ~~Four~~ years of professional fire department or agency experience at the Battalion Chief or higher level.
Substitution:
Additional qualifying experience may substitute for the required education on a year for year basis.

Licenses:

Possession of a valid Class C California Driver's License.

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists,

and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Supplemental Information

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Other Necessary Requirements

Other Class Spec Title 1

Other Class Spec Title 2

PROPOSED-REDLINED VERSION
CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: **Human Resources & Risk Management Director**
Bargaining Unit: Department Head
Class Code: DH2
Salary Grade: DH10DH05
Salary: $125,808 -151,320 $169,836204,300
FLSA: (Exempt)
Date Updated: ~~07/14/2025~~08/01/2025
Description

Job Summary:

Under general administrative direction, plans, organizes, directs and administers the City's Human Resources and Risk Management programs and services; acts as chief spokesperson in the meet and confer process with represented City employees; develops goals, policies and procedures for human resource and risk management related issues; is responsible for recruitment, classification, training, benefit administration, records management, employee relations, workers' compensation and risk management activities; performs related work as required.
Examples of Duties

Essential Job Functions

- Plans, organizes, staffs, directs, coordinates, prepares, and administers the budget for a centralized Human Resources and Risk Management system; formulates and recommends policies, regulations, and practices for carrying out comprehensive programs.
- Directs, coordinates, and supervises the administration of the City classification and salary plan, recruitment, examination, selection, employee training and development, employee discipline/grievance, workers' compensation, liability and loss prevention, safety and benefit programs.
- May act as chief negotiator and participates in negotiations during meet and confer sessions with various employee organizations. Act as advisor to the City Council and City Manager on labor relations matters.
- Develops, revises, and implements procedures and policies to meet requirements of City departments, ordinances and state and federal laws.
- Consults with and advises City staff and Human Resources Commission on matters related to interpretation and implementation of Human Resources and Risk Management policies, rules, practices, ordinances, and resolutions and on issues which affect Human Resources, Risk Management, and employee relations programs.
- Actively oversees all open workers' compensation and liability claims by working closely with employees, claimants, the City's third party administrators, physicians, consultants,

and attorneys. Coordinates the settlement/resolution of these claims. Analyzes, monitors, and recommends monetary reserves for claim adjudication.

- Negotiates with insurance companies and makes recommendations for the purchase of insurance or retention of risk in all areas of municipal liability, workers' compensation, and property and casualty.
- Administers and coordinates the City's benefit plans, including health, dental, vision, life and long-term disability insurance.
- Supervises the analysis of City training needs and the development and evaluation of training programs related to employee development and safety.
- Assists and consults with City management regarding employee relations as well as other Human Resources and Risk Management issues.
- Develops and administers the City's safety management and safety training program.
- Reviews and analyzes reports, legislation, court cases, and other information relating to Human Resources, workers' compensation, safety, and risk management matters.
- Schedules, develops reports, and maintains records of proceedings for the City Human Resources Commission.
- Coordinates the unemployment insurance program.

Typical Qualifications

~~Education and Experience:~~
Education, Training, and Experience
Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential job duties of the position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.

Option 1:
Education: Bachelor's degree from an accredited college or university with a major study in business administration, public administration, or related field.
Experience 4 years of increasingly responsible experience in an administrative capacity in the field of human resources management, including at least 3 years of administrative experience in Human Resources relating to Recruitment, Operations, Employee Relations, Benefits, Labor Relation, Workers' Compensation and Risk Management as it relates to Employee Litigation, Property & General Litigations Claims and Damages~~.~~
Option 2:
8 years of increasingly responsible experience in an administrative capacity in the field of human resources management, including at least 3 years of administrative experience Risk Management as it relates to Employee Litigation, Property & General Litigations Claims and Damages
Substitution :Additional qualifying experience may substitute on a year for year basis.
A Master's Degree in a related field is desirable. Experience with labor negotiations is desirable.

Special Requirements:

Possession of a valid Class C California drivers' license and a satisfactory driving record.

Required Knowledge and Abilities

Extensive knowledge of modern principles and practices of public personnel administration, including methods of recruitment and selection, performance evaluation, training and development, employee relations, salary and benefit administration, workers' compensation, and risk management; federal, state and local laws, rules and regulations regarding local government operations related to personnel and risk management functions; risk management principles, methods, and procedures, principles and practices of management necessary to plan, analyze, develop, director and evaluate programs, administrative policies, organizational structures and staffing; current trends in personnel and risk management administration including recent court decisions and legislative developments; principles and practices of business management including budgeting and offices practices and control; Ability to plan, organize, assign, and coordinate the activities of professional and clerical staff. Deal constructively and develop effective resolutions for Human Resources and Risk Management issues and employee concerns.
Supplemental Information
Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

PROPOSED-REDLINED VERSION
CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	**Planning Director**
Bargaining Unit:	Department Head
Class Code:	DH2
Salary Grade:	DH11
Salary:	$123,936- $167,316
FLSA:	(Exempt)
Date Updated:	08/07/2025
Description	

Job Summary:

Under general direction, administers and manages the activities of the Planning Department. Directs the research, analyses and implementation of urban planning, zoning and development, and environmental review documents; serves as administrative officer to the City's Planning Commission; performs related duties as necessary.

Examples of Duties

Essential Functions:

- Administers planning, zoning and code enforcement activities and functions of the Planning Department.
- Plans and directs the compilation, analyses, interpretation, and presentation of community planning, growth, and development data.
- Serves as administrative officer and secretary to the Planning Commission; advises the Commission on municipal planning issues.
- Coordinates and directs the development of short and long-range planning goals and programs relating to the physical and cultural development of the City.
- Maintains liaison with other city departments and participates in their activities as they relate to community planning.
- Makes presentations to the City Council, City Commissions, community groups, planning professionals and groups interested in city planning and development issues.
- Prepares or directs the preparation of comprehensive reports and visual presentations of proposed projects.
- Prepares the departmental budget and provides information justifying the data submitted.
- Meets with developers to discuss plans, needs of the City and compliance guidelines; negotiates development projects with developers on behalf of the City.

Typical Qualifications

Required Knowledge:

Knowledge of the principles and practices of urban planning; trends and developments in local

governmental planning; principles of management and public administration; architectural, landscape, economics and engineering principles as they relate to urban planning; state and local laws as they relate to planning and zoning and environmental review. Ability to coordinate civic interests with sound community planning; effectively manage staff involved in planning, zoning and code enforcement; make presentations to community groups, the Planning commission, civic groups and the City Council; formulate and administer a departmental budget.

~~**Experience:**~~
Education, Training, and Experience
~~Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential job duties of the position is qualifying. Incumbents will posses the most desirable combination of training, skills, and experience as demonstrated by past and current employment.~~
Any combination of education, training, and experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

Education: A Bachelor's degree in planning, economics, public administration, architecture or closely related.

Experience: 5~~Five~~ years progressively responsible professional level experience in local planning, at least 2~~two~~ of which have been at a supervisory or management level.

Option 2:

Substitution: Additional qualifying experience may substitute for the required education on a year for year basis.

Experience: 9 year progressively responsible level experience in local planning, at least 2 of which have been at a supervisory or management level.

Physical Profile:
This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Other / Special Requirements:

Licenses:

Possession of a valid California Class C Driver's License with a satisfactory driving record is required.

Supplemental Information
The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.
Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

PROPOSED-REDLINED VERSION

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	**Police Chief**
Bargaining Unit:	Department Head
Class Code:	PMA
Salary Grade:	DH02
Salary:	196,488- 247,584
FLSA:	(Exempt)
Date Updated:	08/07/25

Description

Job Summary:

Under general direction, assesses current and long-range law enforcement needs of the community and recommends appropriate polices, programs, and facilities; maintains public support for law enforcement by insuring integrity of operations, developing high standards of professional conduct, and promoting understanding of departmental activities; provides leadership, planning, direction, and control to the law enforcement program; promotes and participates in improving the law enforcement profession; functions as a member of the City's management team; and performs related duties as required.

Examples of Duties

Essential Functions:

- _Duties may include, but are not limited to, the following:
- Keeps abreast of community trends and developments through personal observation and study and interaction with City officials, staff, and community representatives.
- Analyzes and interprets facts and information in term of law enforcement requirements, and formulates and recommends practical and effective policies, programs, and facilities to meet these requirements.
- Confers with the City Manager and City Council on policy or program recommendations and major problems.
- Insures the correct translation and application of law and policy by administrative and operating staff.
- Maintains discipline among the employees of the department through direct involvement or enforcement of established policies.
- Assumes responsibility for the preservation of law and order, prevention and detection of crime, and enforcement of laws, ordinances, and rules and regulations.
- Establishes and administers programs for the continued development of staff.
- Directs the conduct of research and special studies which may involve other than law enforcement issues.

- Approves, recommends, and administers the departmental annual budget and directs the preparation of or prepares related regular and special reports.
- Attends conferences concerning modern methods of police administration and may participate as a speaker or discussion leader.
- Maintains harmonious and cooperative working relationships with other law enforcement agencies and organizations having programs which are associated with those of the Police Department.
- Hears and resolves citizens' complaints and promotes good public relations.
- Responds to major emergencies and may assist in the direction of police activities.

Typical Qualifications

Required Knowledge and Abilities:

Knowledge of municipal police administration and management; principles and techniques of organization, analysis, personnel management, training, budget administration, and administrative controls; legal, technical, and operating practices of law enforcement, deployment of men and equipment, and patrol operations; causes, prevention, and control of crime and juvenile delinquency; traffic enforcement, police records system, and statistical reporting systems; County Sheriff, mutual aid, state, and federal law enforcement agencies and functions; rules of evidence, arrest, custody of persons, search and seizure, civil rights, and related constitutional, legal, and court decisions affecting police jurisdictions.

Ability to analyze departmental operations and activities and prepare comprehensive reports; prepare and submit the departmental budget; establish and maintain favorable and effective working relations with City officials, officials of other jurisdictions, and the general public; direct the activities of supervisors and, through them, a large number of subordinates, relying primarily on proper leadership and organization; analyze usual and unusual metropolitan types of law enforcement problems and adopt effective courses of.

~~***Education***~~

Education, Training, and Experience

~~Any Combination of education and experience that provides the required knowledge, skills and abilities to perform the essential job duties of the position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.~~

Any combination of education, training, and experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

Education: A Bachelor's degree, in police science or closely related field; Master's Degree and completion of P.O.S.T. Command College or FBI National Academy and the ability to obtain the P.O.S.T. Management Certificate within one year of employment are highly desirable.

Experience: ~~Six~~ 6 years of progressively responsible administrative and supervisory experience in municipal law enforcement, which would have included experience in major phases of crime prevention, law enforcement and police department operations.

Option 2: Substitute: Additional qualifying experience may substitute for the required education on a year for year basis. ~~.~~

Experience: 10 years of progressively administrative and supervisory experience in municipal law enforcement, which would have included experience in major phases of crime prevention, law enforcement and police department operations.

Physical Requirements:
Physical Profile
This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.
Supplemental Information
The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.
Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

PROPOSED-REDLINED VERSION
CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	Public Health Officer
Bargaining Unit:	Department Head
Class Code:	DH
Salary Grade:	DH15
Salary:	$176,676- $214,764
FLSA:	(Exempt)
Date Updated:	07/14/2025

Description
JOB SUMMARY

Under the direction of the City Manager, the Community Development Director is responsible for the development and administration of programs designed to address community development programs and services. The Director oversees the following divisions: Building, Economic Development/Housing, Engineering, and Planning. The Director coordinates the development review process and serves as a key member of the City's management team. The position will also oversee the building plan check and inspection process and the Planning Commission and function as the liaison with the City Manager's office concerning development issues. The Director will supervise the maintenance of accurate City maps and engineering records. The position plans, directs and coordinates the activities of the City of West Covina Community Development Commission, West Covina Housing Authority, and the Successor Agency of the former West Covina Redevelopment Agency; coordinates with other City departments, has significant contact with developers and monitors development projects.
Examples of Duties

ESSENTIAL FUNCTIONS

Under general direction of the City Manager and with minimal assistance, incumbents in this position classification must ably perform the following functions:
Coordinates the administrative and business management functions of the Community Development Department, including oversight of the Building, Economic Development/Housing, Engineering, and Planning Divisions, the processing and preparation of budgets, including general, special revenue, grants, capital improvement, and internal service funds; revenue, fee rates and schedules, equipment, and personnel functions.
Plans, organizes directs and manages all activities of the Community Development Department including development/environmental review, planning, building and safety, zoning, engineering, community preservation and housing/community development.
Coordinates Community Development Department activities with those of other departments as needed.
Advises the City Manager, City Council, the Planning Commission and other City departments/ divisions on issues pertaining to applicable Community Development issues.
Serves as the City's representative in development and land use matters.

Serves as staff representative to the Planning Commission and as a technical advisor to the Successor Agency of the West Covina Redevelopment Agency.
Represents the City in related issues before a variety of groups, the public and other agencies.
Develops, recommends, administers, interprets and enforces departmental policies and procedures and assists in the development and administration of the City's community development related policies and regulations.
Selects and is responsible for the training, supervision, and evaluation of all departmental staff.
Makes Community Development Department budget recommendations and administers the expenditure of funds.
Directs and participates in the preparation of a wide variety of surveys, plans, specifications, request for proposals, studies, reports, contracts, agreements, agenda reports, correspondence, resolutions and ordinances in accordance with applicable state and federal laws and local codes and standards.
Formulates, recommends and implements department goals and develops workload indicators to measure progress towards goal achievement.
Prepares, coordinates, and administers the City's General Plan.
Actively recruits and assists businesses with relocation and those who wish to develop in the City.
Seeks, develops and makes recommendations on alternative sources of funding as appropriate.
Reviews and analyzes a variety of materials, records, contracts, reports and other data and makes recommendation for change as needed.
Attends a variety of City Council, Commission, other public meetings and civic functions and represents the City.
Assists in the preparation of the Community Development Department annual budget and the control of expenditures that relate to division activities and develops appropriate justification for requested changes in personnel, materials and equipment.
Serves as Acting City Manager as assigned.
Perform related duties as needed.

Typical Qualifications
REQUIRED KNOWLEDGE & ABILITIES

Required Knowledge
Knowledge of principles, methods and practices of economic development; familiarity with the fundamentals of real-estate analysis including financial and economic review processes; knowledge of laws and practices affecting City Planning, Engineering, and Building and Safety; and knowledge of the principles of organization, administration, budget and personnel management.

Required Abilities

Ability to effectively manage and supervise subordinate personnel, develop and maintain positive working relationships, communicate effectively both orally and in writing, facilitate quality customer service, effectively resolve conflicts, anticipate changing circumstances and operational needs, make critical decisions, and provide effective assistance and recommendations to the City Manager.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

~~Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential job duties of this position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.~~

Any combination of education, training, and experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

Experience: ~~Atleast~~ Eight years of experience in community development comprising of three years in a supervisory position or other managerial capacity; supervision over building and safety, engineering, city planning, and economic development/housing projects; experience in the implementation and development of major commercial developments; building code, successor agency knowledge, public works knowledge, and/or general plan implementation, also desired.

Education: Bachelor's degree from an accredited university in public administration, business administration, urban planning, civil engineering, or related fields.

Option 2:

Substitution: Additional qualifying experience may substitute for the required education on a year for year basis.

Experience: 12 years of experience in community development compromising of three years in a supervisory position or other managerial capacity; supervision over building and safety, engineering, city planning, and economic development/housing projects; experience in the implementation and development of major commercial developments; building code, successor agency knowledge, public works knowledge, and/or general plan implementations, also desired.

Possession of an advanced graduate degree in public or business administration, urban planning, civil engineering, or related fields. is highly desirable and may substitute for required experience.

Licenses and Certifications

Must possess a valid Class C driver's license.
American Institute of Certified Planners (AICP) certification highly desirable.
License as a Professional Engineer (PE) with the State of California is highly desirable.

Physical Requirements

This position requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.
Supplemental Information
SUPPLEMENTAL INFORMATION

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.
Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

PROPOSED- REDLINED VERSION

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: **Public Works Director**
Bargaining Unit: Department Head
Class Code: DH
Salary Grade: DH05
Salary: $151,320- $204,300
FLSA: (Exempt)
Date Updated: 07/14/2025
Description

Description
Under general administrative direction, plans, directs, manages, and oversees the operation and activities of the Maintenance Division including the development, maintenance, of the City's community parks/open space, fleet management , maintenance and operation of City facilities, sewer lines, and streets. The Director ensures all resources are properly allocated and managed; provides long-range planning for department programs, projects and needs; coordinates assigned activities with other departments and outside agencies; provides highly responsible and complex administrative support to the City Manager; and does related work as required.
Examples of Duties
The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

- Assumes full management responsibility for the Public Works Department.
- Develops, implements and monitors long-term plans, goals and objectives focused on achieving maintenance.
- Develops and submits appropriate application and documentation necessary to secure funding sources. Maintains appropriate records for compliance with these funding sources.
- Reviews work in progress, specifications, estimates, and contract documents for street, sewer, storm drain, bridge, and other projects.
- Provides direction for the department staff; approves a variety of policy and procedure changes and revisions; participates in special projects of department; reviews actions and effectiveness of the respective divisions.
- Directs the preparation and maintenance of records, field notes, reports, maps, plots, deeds, benchmarks, monuments, and similar information and records.
- Manages and participates in the development and administration of the department's budget; directs the forecast of additional funds needed for staffing, equipment, and supplies; directors the monitoring of and approves expenditures; directs and implements budgetary adjustments as necessary.
- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees to correct

deficiencies; implements discipline and termination procedures; responds to staff questions and concerns.

- Confers with engineers, developers, architects, and a variety of outside agencies and the general public in acquiring information and coordination of engineering, public works, utilities, streets, and related matters; provides information regarding these matters.
- Performs site inspections during construction to ensure methods and materials are in compliance with regulations for system safety or design.
- Represents the department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Manages the inspection of development projects and City capital and maintenance projects to ensure compliance with codes, ordinances, approved plans, specifications, and conditions.
- Manages Public Works contracts; conducts negotiation and administration of contracts.
- Oversees the Landscaping Maintenance Districts as well as the Citywide Assessment Districts.
- Ensures overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems and internal reporting relationships; identifies opportunities for improvement; and directs the implementation of change.
- Prepares, reviews, and presents staff reports, various management and information updates, as well as reports on special projects as assigned by the City Manager.
- Responds to and resolves difficult situations and sensitive citizen inquires and complaints.
- Oversees the development of specifications and bid documents for a variety of public works and public utilities-related designs, construction and maintenance projects, recommends contract awards, negotiates contract provisions and coordinates, reviews, inspects and monitors and approves contractor's performance.
- Reviews and advises for completeness and accuracy on developments plans, permits for work in City rights-of-way, project construction plans and specifications.
- Manages the application process for acquiring and administering County, State and Federal Grants.
- Performs related duties as assigned.
- Assigns the design and execution of projects to subordinate staff, contractors, and consultants.
- Reviews work in progress and approves final designs, specifications, estimates, and contract documents for the Public Services Department.
- Prepares and administers the annual budget for the Public Services Department, approves the forecast of funds needed for staffing, equipment, materials, and supplies, approves expenditures, and implements budgetary adjustments as appropriate and necessary.
- Oversees the planning, development, and delivery of a comprehensive recreation and leisure programs; identifies community needs and directs staff in delivery of programs; creates fee structures.

- Oversees the maintenance and repair of City facilities; creates maintenance programs and directs staff in maintenance programs including preventative maintenance programs; plans for building repairs and renovations; coordinates with consultants and provides appropriate recommendations.
- Identifies grant and other funding opportunities; oversees the preparation of grant applications and administers grant programs.
- Prepare and present verbal and written reports to the City Council, County Board of Supervisors, Commission, governmental agencies, and community groups.
- Formulate and recommend a variety of policy and procedure changes and revisions; participates in special projects of the department; reviews actions and effectiveness of the respective divisions.
- Reviews and approves the work of consultants engaged by the city.
- Continuously monitor and evaluate the efficiency and effectiveness of programs and services delivery methods, based on desired outcomes. Assess workloads, administrative support systems, and internal working relationships to identify opportunities for improvement.
- Plans, directs, and coordinates, through subordinate level staff, the Public Services Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements.

Typical Qualifications

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for an executive level finance position. A typical way of obtaining the required qualifications is to possess the equivalent of:

Knowledge of:

- Operations, services, and activities of a comprehensive recreation, parks/open space, and facilities maintenance program.
- General knowledge of the field of traffic and sanitary engineering on the municipal level.
- Philosophy, principles, and techniques of providing and assessing the recreational, parks, and facility needs of a community.
- Practices and methods of parks, facilities maintenance.
- Occupational hazards and standard safety practices.
- Skills in resource development to garner grants, legislative appropriations, donations, sponsorships, and in-kind services for programs.
- Principles and practices of public administration, including long-range planning, budgeting, purchasing, and maintaining public records.
- Applicable federal, state, and local laws, regulations, and standards.
- Standard office equipment, including personal computers and computerized applications and programs including Microsoft office suite.
- Research methods and report preparation and presentation.
- Business arithmetic.
- Principles and practices of sound business communication; correct English usage, including spelling and grammar.

- The principles of administration, budgeting, supervision, personnel, and training.
- Municipal organization operation and applicable state and federal laws.
- Discipline and termination procedures.

Ability to:

- Plan and coordinate the work of engineering and technical personnel engaged in office and field work.
- Prepare, review, and approve comprehensive reports, plans, and estimates in a professional manner.
- Maintain effective working relationships with administrative personnel, public officials, contractors, and members of the public.
- Prepare contract documents and supervise and coordinate the administration of such contracts.
- Prepare and operate in accordance with an approved budget.
- Develop and administer effective department and program goals, objectives, policies, and methods for evaluating achievement and performance levels.
- Organize, set priorities, and exercise expert independent judgment within areas of responsibility.
- Develop and implement appropriate procedures and controls.
- Communicate effectively, both orally and in writing.
- Present proposals and recommendations clearly, logically, and persuasively.
- Operate a computer and standard business software.
- Use tact and diplomacy in dealing with sensitive and complex issues, situations and concerned people.
- Make accurate mathematical calculations.
- Understand and follow written and oral instructions.
- Operate a computer and standard business software and other standard office equipment.
- Exercise tact and diplomacy in dealing with sensitive, complex, and confidential personnel issues and employee situations.
- Establish and maintain effective working relationships with all those encountered in the course of work.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

~~Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential job duties of the position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.~~

Any combination of education, training, and experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:
Education:
Bachelor's degree in parks and recreation administration, public administration, or related field. ~~is required.~~

Experience: ~~Seven (~~7~~)~~ years of increasingly responsible experience in progressively responsible experience in the development, implementation, operation, of parks, recreation, and facilities programs including three ~~(~~3~~)~~ years in a supervisory capacity. ~~.~~
Option 2:

Substitution: Additional qualifying experience may substitute for the required education on a year for year basis.

Experience: 11 years of increasingly responsible experience in progressively responsible experience in the development, implementation, operation of parks, recreation, and facilities programs including 3 years in a supervisory capacity.

Master's Degree in a related field is desirable.

Licenses/ Certificates/ Special Requirements
A valid California Class C Driver's License with a satisfactory driving record is required.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions Work is performed in a variety of environmental conditions. There is exposure to temperature variations, noise, vibrations, fumes, odors, and dust. Physical demands require bending, stooping, standing, and walking. Mental demands require the use of written and oral communication skills; reading and interpretation of data, information, and documents; analysis and solving of problems; use of math and logical reasoning; observation and interpretation of situations; learning and applying new information or new skills; working under deadlines with constant interruptions; interacting with City staff and other organizations; and may involve dealing with dissatisfied or quarrelsome individuals.
Supplemental Information
The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the city will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.
Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

CITY OF WEST COVINA

HUMAN RESOURCES COMMISSION MEETING

MINUTES OF THE REGULAR MEETING

WEDNESDAY, AUGUST 13, 2025

MEETING CALLED TO ORDER	6:21 p.m.
INVOCATION	Commissioner Gomez
PLEDGE OF ALLEGIANCE	Carmelita Underwood

ROLL CALL

Commissioners Present:	E. Gomez, S. Verceles D. Carlock
Commissioners Absent:	H. Torres, R. Franco
Staff Present:	Carmelita Underwood, Human Resources Director Karen Ogawa, Finance Director

ORAL COMMUNICATIONS – Three (3) minutes per speaker

Please state your name and city of residence for the record when recognized by the Committee Chair.

None.

APPROVAL OF MINUTES

1) **APPROVAL OF THE MINUTES OF AUGUST 14, 2024, MEETING**

It is recommended that the Human Resources Commission approve the Minutes for the Meeting of August 14, 2024.

Motion by Carlock seconded by Verceles to Approve the Minutes of the Meeting of August 14, 2024.

Motion carried 3-0; 2 absent

ACTION ITEMS TO CITY MANAGER/CITY COUNCIL

2) CONSIDERATION OF JOB DESCRIPTION FOR PAYROLL SERIES

It is recommended that the Human Resources Commission approve the updated job description and salary grade for the Payroll Specialist II and Payroll Analyst positions.

Motion by Gomez seconded by Carlock to Approve the updated job description and salary grade for the Payroll Specialist II and Payroll Analyst positions.

Motion carried 3-0; 2 absent

3) CONSIDERATION OF UPDATED JOB DESCRIPTIONS FOR EXECUTIVE MANAGEMENT POSITIONS

It is recommended that the Human Resources Commission approve the following job descriptions, change code and salaries under the Department Heads positions and to address internal salary compaction created by the Assistant Finance Director classification:

1. Assistant City Clerk
2. Assistant City Manager
3. City Manager
4. Code Enforcement Director
5. Community Development Director
6. Community Services Director
7. Deputy City Manager
8. Finance Director
9. Fire Chief
10. Human Resources & Risk Management Director
11. Planning Director
12. Police Chief
13. Public Health Officer
14. Public Services Director
15. Public Works Director

Motion by Carlock seconded by Verceles to Approve the updated job description for executive management positions.

Motion carried 3-0; 2 absent

DIRECTOR'S REPORT

COMMISSIONER REPORTS

ADJOURNMENT – 7:29 p.m.

Carmelita Underwood

Carmelita Underwood
Human Resources Director

ATTACHMENT NO. 16

RESOLUTION NO. 2025-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE EXECUTIVE MANAGEMENT CLASS SPECIFICATIONS AND REVISED SALARY RANGES FOR EXECUTIVE MANAGEMENT POSITIONS

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

WHEREAS, the Human Resources Department, as needed, reviews class specifications and/or pay grades to ensure position specifications and compensation are in alignment with current demands and comparable with similar classifications within the public sector labor market; and

WHEREAS, the City's Executive Management positions include the City Manager, Assistant City Manager, Deputy City Manager, Finance Director, Assistant City Clerk, Police Chief, Fire Chief, Code Enforcement Director, Community Development Director, Community Services Director, Human Resources and Risk Management Director, Planning Director, Public Health Officer, and Public Works Director; and

WHEREAS, pursuant to the City Council's direction, the Human Resources Department has reviewed the specifications for the Executive Management positions and prepared updates to such specifications; and

WHEREAS, on August 13, 2025, the Human Resources Commission reviewed and approved the revised class specifications and salary ranges for the Executive Management positions, attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the City Council desires to approve the repeal and replacement of the Executive Management class specifications and updated salary ranges for the Assistant City Clerk, Human Resources and Risk Management Director, and Code Enforcement Director positions.

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

SECTION 1. The City Council hereby approves the repeal of the existing class specifications for the Executive Management positions.

SECTION 2. The City Council hereby approves replacing the repealed specifications with the specifications attached hereto as Exhibit A.

SECTION 3. The City Council hereby approves the following salary range for the

Assistant City Clerk classification:

CLASSIFICATION	MONTHLY PAY RANGE				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Assistant City Clerk	$9,316.00				$12,576.00

SECTION 4. The City Council hereby approves the following salary range for the Human Resources & Risk Management Director classification:

CLASSIFICATION	MONTHLY PAY RANGE				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Human Resources & Risk Management Director	$12,610.00				$17,025.00

SECTION 5. The City Council hereby approves the following salary range for the Code Enforcement Director classification:

CLASSIFICATION	MONTHLY PAY RANGE				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Code Enforcement Director	$12,610.00				$17,025.00

SECTION 6. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 2nd day of September, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-72 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of September, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Monique S. De La Rosa
Deputy City Clerk

CITY OF WEST COVINA

CLASSIFICATION SPECIFICATION

Class Title: Assistant City Clerk
Bargaining Unit: Department Head
Class Code: DH2
Salary Grade: DH13 DH12
Salary: $111,792-$150,912
FLSA: (Exempt)
Date Updated: 8/1/2025

Description

JOB SUMMARY

Under general direction, organizes, supervises, coordinates, and manages coordination and recordation of all City Council meetings, records management, and the City's Pet License Program. As the City Clerk is an elected part-time position, the Assistant City Clerk is responsible for all the daily activities associated with the office of the City Clerk.

Examples of Duties

Essential Functions:

- Attends all meetings of the City Council and Community Development Commission and prepares corresponding minutes.
- Supervises the file maintenance of minutes, resolutions, ordinances, agreements and other official City documents.
- Attests and certifies City documents, including but not limited to, contracts, agreements, ordinances and resolutions.
- Prepares legal notices for hearings, ordinances, special meetings, public bids and elections.
- Assists the City Manager's office in the compilation of the agenda for City Council meetings.
- Responsible for compiling and recommending documents to be destroyed.
- Supervises and coordinates the Citywide microfilm program.
- Responsible for recordation of appropriate City documents with the County Recorder.
- Serves as contract administrator for the microfilm program, municipal elections, and related programs as necessary.
- Supervises and coordinates the pet licensing program including contract administration for animal control activities.
- Supervises full-time and limited-service City Clerk's office staff members.
- Administers oaths and takes affidavits.
- Registers voters and conducts municipal elections.
- Serves as Filing officer for campaign reporting and statements of economic interest, pursuant to the Political Reform Act.
- Conducts bid openings for capital improvement projects.

- Maintains and updates City municipal code.

Typical Qualifications

REQUIRED KNOWLEDGE & ABILITIES

Required Knowledge:

Knowledge of municipal recordkeeping requirements, Brown Act provisions, Fair Political Practices regulations, and contract administration; ability to supervise staff, prepare reports and communicate effectively both orally and in writing.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

- **Education:** Graduation from an accredited college or university with a bachelor's degree in public administration, business administration, or a field closely related to the position's area of assignment.
- **Experience:** 3 years of increasingly responsible professional experience in progressively responsible experience in a City or County Clerk's office including a minimum of 2 years in management or supervisory capacity.

Option 2:

- **Substitution:** Additional qualifying experience may substitute for the required education on a year-for-year basis
- **Experience:** 7 years of increasingly responsible professional experience and including a minimum of 2 years in a management or supervisory capacity

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

SUPPLEMENTAL INFORMATION:

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Other Necessary Requirements

Other Class Spec Title 1

Other Class Spec Title 2

CITY OF WEST COVINA

CLASSIFICATION SPECIFICATION

Class Title: **Assistant City Manager**
Bargaining Unit: Department Head
Class Code: DH2
Salary Grade: DH04
Salary: $154,824- $208,968
FLSA: (Exempt)
Date Updated: 07/14/2025
Description

Job Summary:

To assist the City Manager in planning, organizing, and directing the activities of all City departments; to supervise the activities of the City manager's Office; to coordinate activities among and with other divisions and departments; to provide highly complex staff assistance to the City Manager and City Council; to be responsible for oversight of specific operational areas of the city as may be assigned by the City manager; to serve as the Acting City Manager in the City Manager's absence; and to do related work as required.

Examples of Duties

Essential Functions

- Assist the City manager in developing, planning, implementing, and administering Citywide goals and objectives, as well as policies and procedures necessary to provide or improve new or modified programs, systems, policies, and procedures. Perform or supervise comprehensive management analyses of a wide range of municipal policies, organization, procedures, budgetary and finance areas; provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.
- Provide highly complex staff assistance to the city Council, commissions, committees and the City Manager in matters related to a wide variety of City administration activities and programs.
- Provide direction, supervision and/or advice to City department management; prepare the City's work program; coordinate interdepartmental activities, as well as City activities with outside agencies and organizations.
- Exercise direct and indirect supervision over management, professional, and clerical staff. Assigns work activities; directs special projects and programs; monitors work flow, and reviews and evaluates work products, methods, and procedures.
- Serves as Acting City Manager in the City Manager's absence.

- Assist the City Manager in directing the development and administration of the City's budget, which may include supervision of the preparation of the Executive Budget. Provide direct oversight of the management of the City Budget and City work program, including those management information systems established to track progress of the City operations toward achieving established goals.
- Direct, supervise, and participate in the City's legislative information program, ombudsman program and the community image program. supervise and direct the City's ombudsman Program; review and respond to the sensitive or complex citizen complaints or requests for information; oversee the preparation of City publications.
- Meet with members of the public including members of the business community and citizen groups to explain City policies, procedures, goals, and objectives; negotiate agreements and resolve difficult City administration-related problems and questions.

Typical Qualifications

Required Knowledge:

Knowledge of: modern principles, methods, and problems in municipal public administration including organization, personnel, and fiscal management systems and procedures; knowledge of research methodology, including statistical and financial analysis, and report preparation; knowledge of city government and intergovernmental relationships.

Education, Training, and Experience

Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential duties of the position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.

Education, Training, and Experience

Any combination of education, training, and experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

Education: Graduation from an accredited college or university with a bachelor's degree in public administration, business administration, or a field closely related to the position's area of assignment. Master's degree desired.

Experience: 5 years of increasingly responsible professional experience in [field/department specialty], including a minimum of [insert range, e.g., three to five years] in management or supervisory capacity.

Option 2:

Substitution: Additional qualifying experience may substitute for the required education on a year-for-year basis.

Experience: 9 years of increasingly responsible professional or management experience in administrative analysis, and administrative research in a municipal government setting, including a minimum of 5 years in management or supervisory capacity

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Supplemental Information

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Other Necessary Requirements

Other Class Spec Title 1

Other Class Spec Title 2

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: **City Manager**
Bargaining Unit: Department Head
Class Code: CM
Salary Grade: DH01
Salary: Range
FLSA: (Exempt)
Date Updated: 07/14/2025

Description
JOB SUMMARY
Under the direction of the City Council, the City Manager will serve as the Chief Executive Officer of the City and be the key staff advisor to the City Council. His/her responsibilities will be to implement policies as directed by the City Council and enforce all municipal laws and regulations for the benefit of the community.

Examples of Duties
Powers and duties of the position, as set forth in the City's Municipal Code include, but are not limited to:

- Enforce all laws and ordinances of the City and see that all laws of the
- State pertaining to the City are faithfully observed.
- Recommend to the City Council for adoption such measures and ordinances as he/she deems necessary or expedient.
- Make investigations into any of the affairs of the City and any department or division thereof, and any contract or the proper performance of any obligations of the City. Examine or cause to be examined the official conduct of any officer or employee of the City.
- Investigate all complaints in relation to matters concerning the administration of the City government and in regard to the service maintained by public utilities in the City, and to see that all franchises, permits, contracts and privileges granted by the City are faithfully performed and observed.
- Exercise general supervision over all public buildings, public parks and all other public property which are under the control and jurisdiction of the City. Direct the planning and construction of all public works.
- Authority to control and give directions to all heads of departments and to subordinate officers, and employees of the City under his/her jurisdiction through their department heads.
- Appoint, remove, promote and demote any and all officers and employees of the City, except the City Clerk, City Attorney and City Treasurer, subject to the rules and regulations of any applicable civil service or other personnel system in effect.
- Recommend to the City Council such organization or reorganization of offices, positions, departments or units under his/her direction, including the transfer of employees between departments and offices, as may be indicated in the interest of efficient, effective and economical conduct of the City's business.

- Attend all meetings of the City Council, unless excused therefrom. May participate in Council deliberations but will not have a vote.
- May attend any and all meetings of City commissions, boards or committees created by the City Council, upon his/her own volition and will attend such meetings upon direction of the City Council.
- Keep the City Council at all times fully advised as to the financial condition and future needs of the City and to make such recommendations as may seem appropriate or desirable. Prepare and submit to the City Council at the end of each fiscal year a comprehensive report of the finances and administrative activities of the City for the preceding fiscal year.
- Prepare and submit the proposed annual budget and the proposed annual salary plan to the City Council for its approval and be responsible for the administration thereof upon adoption by the City Council.
- Prepare and enforce rules and regulations governing the contracting for, purchasing, storing, distribution and disposal of all supplies, materials and equipment required by any office, department or agency of the City and to recommend them to the City Council for adoption.
- Devote his/her entire time to the duties of the office in the interests of the City. Perform such other duties and exercise such other powers as may be delegated from time-to-time by ordinance, resolution or other action of the City Council.

Typical Qualifications:
Education, Training, and Experience
Any combination of education and experience that provides the required knowledge, skills, and abilities to performs the essential job duties of the position is qualifying. A typical way of obtaining the required qualification is:

Option 1:
- **Education**: Graduation from an accredited college or university with a bachelor's degree in public administration, business administration, or a field closely related to the position's area of assignment. A master's degree in a related field is desirable.
- **Experience**: The selected candidate must have significant experience in municipal finance, economic development, employee/labor relations, and will have worked as a City Manager or Assistant City Manager in a medium or large municipality with comparable demographics and scope of services.

Option 2:
- **Substitution**: Additional qualifying experience may substitute for the required education on a year-for-year basis.
- **Experience**: The selected candidate should have 10 years of increasingly responsible professional or management experience in municipal finance, economic development, employee/labor relations, and will have worked as a City Manager or Assistant City Manager in a medium or large municipality with comparable demographics and scope of services. Experience with California municipalities is preferred.

REQUIRED KNOWLEDGE, SKILLS & ABILITIES

The qualified candidate will have excellent interpersonal, written and oral communication skills. In addition, he/she should have knowledge of: Federal and State laws, rules and regulations regarding local government operations as well as the principles and procedures of municipal organizations.

ADDITIONAL REQUIREMENTS

The City Manager should also be able to:

- Analyze trends (problems and opportunities) and develop long range plans in consideration.
- Effectively supervise subordinate personnel.
- Establish and maintain effective working relationships.
- Foster teamwork and stakeholder buy-in.
- Lead and gain the cooperation of the City Council, officials, employees, and the public.
- Ensure outstanding customer service is delivered by the organization.

Supplemental Information
Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

CITY OF WEST COVINA

CLASSIFICATION SPECIFICATION

Class Title: **Public Safety Director**
Bargaining Unit: Department Head
Class Code: DH
Salary Grade: DH05
Salary: $151,320 $204,300
FLSA: (Exempt)
Date Updated: 08/07/2025
Description

Job Summary

Under general direction, the Code Enforcement Director is responsible for the development and administration of the city code enforcement programs designed to address quality of life issues throughout the city. This includes zoning, health, building, fire, safety, and other forms of municipality codes. The Director oversees and manages the code enforcement and parking enforcement for the city. The Director, directs, supervises incumbents provides leadership, represent the unit during various meetings, responds to request for information, presents in public and private meetings, and answers inquiries from elected and appointed officials. The Director coordinates the development of enforcement and compliance programs and serves as a key member of the City's management team. The Director will also function as the liaison with the City Manager's office concerning enforcement issues. This position coordinates with other City departments, has significant contact with local and regional law enforcement agencies and monitors updates to State and Federal Law. The Director shall also serve as a liaison and lead contact for the City's Emergency Operation Plan.

Examples of Duties

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

- Assumes management responsibility for assigned services and activities of the Code Enforcement Division including enforcement of certain buildings, Health and Safety, Business and Professions, vehicle, and City municipal and zoning codes that protect health, safety, and general welfare of residents and visitors.
- Develops, implements and supervises a code enforcement program involved in the efficient and effective enforcement of codes related to housing, dangerous buildings,

abandoned/inoperative vehicles, trash, weeds, business operating without proper business license, and other health and safety violations.

- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs.
- Recommends and administers policies and procedures.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures.
- Recommends, within departmental policy, appropriate service and staffing levels.
- Plans, directs, coordinates, and reviews the work plan for assigned staff involved in investigating code violations and initiating procedures to abate violations.
- Assigns work activities, projects, and programs to implement Council's plans.
- Reviews and evaluates work products, methods, and procedures.
- Meets with staff to identify and resolve problems.
- Participates in field activities and investigations.
- Reviews reports prepared by Code Enforcement Officers.
- May issue citations and prepare requests for criminal complaints as appropriate.
- Prepares cases for prosecution, and materials for city council's and committees' hearings.
- May testify in court regarding compliance action.
- Reviews and analyzes statistical information from reports.
- Track case information and review data entry for consistency.
- Selects, trains, motivates, and evaluates assigned personnel.
- Provides or coordinates staff training.
- Works with employees to correct deficiencies.
- Implements discipline and termination procedures.
- Oversees and participates in the development and administration of the Code Enforcement Division's annual budget.
- Participates in the forecast of funds needed for staffing, equipment, materials, and supplies, monitors and approves expenditures, and implements adjustments.
- Provides responsible staff assistance to the City Manager; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to Code Enforcement programs, policies, and procedures as appropriate.
- Serves as the liaison for the Code Enforcement Division to other divisions, departments, and outside agencies.
- Attends various meetings to work with and educate citizens.
- Responds to and resolves difficult and sensitive inquiries and complaints.
- Negotiates and resolves sensitive and controversial issues.
- Serves as staff on a variety of boards, commissions, and committees.
- Prepares and presents staff reports and other necessary correspondence.
- Attends seminars, classes, professional group meetings, and reviews professional literature.

- Stays abreast of current developments, new trends, and innovations in the field of code enforcement.
- Performs related duties as required.

Typical Qualifications

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for an executive level position. A typical way of obtaining the required qualifications is to possess the equivalent of:

Knowledge of:

- Operational characteristics, services, and activities of a comprehensive municipal code enforcement program.
- Principles and practices of program development and administration. Principles and practices of municipal budget preparation and administration. Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations including current land use, zoning, municipal, and applicable building codes as they apply to code enforcement, mobile-home enforcement, and business licensing.
- Procedures involved in the enforcement of codes and regulations including methods and techniques of conducting and documenting field investigations.
- Legal procedures involved in the enforcement of land use and environmental regulations.
- Court documents and procedures including procedures for citation issuance and obtaining various types of inspection warrants.
- City services and organizational structure as they relate to code enforcement. Effective customer service and public relations practices.
- Principles and procedures of record keeping.
- Methods and techniques of business correspondence and technical report preparation.
- Modern office procedures, methods, and equipment including computers and supporting word processing and spreadsheet applications

Ability to:

- Oversee and participate in the management of a comprehensive code enforcement program.
- Oversee, direct, and coordinate the work of lower-level staff.
- Select, supervise, train, and evaluate staff.

- Participate in the development and administration of division goals, objectives, and procedures.
- Research, analyze, and evaluate new service delivery methods and techniques. Prepare and administer large program budgets.
- Prepare clear and concise administrative and financial reports.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Interpret and apply federal, state, and local policies, laws, and regulations. Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Prepare and conduct presentations to groups of varying sizes.
- Represent the City in a professional manner in dealing with staff, citizens, news media, and other agencies and groups.
- Demonstrate an awareness and appreciation of the cultural diversity of the community. Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Minimum Qualifications

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications:

Option 1:

- **Education:** Graduation from an accredited college or university with a bachelor's degree in public administration, business administration, or a field closely related to the position's area of assignment.
- **Experience:** 15 years of increasingly responsible professional experience in progressively responsible experience Fifteen years (full-time equivalent) of increasingly responsible code enforcement, investigative, and/or inspection experience including 10 years (full-time equivalent) of administrative and supervisory responsibility.

Option 2 :

- **Substitution:** Additional qualifying experience may substitute for the required education on a year-for-year basis
- **Experience:** 15years of increasingly responsible professional experience and including a minimum of 10 years in a management or supervisory capacity

Fifteen years (full-time equivalent) of increasingly responsible code enforcement, investigative, and/or inspection experience including ten years (full-time equivalent) of administrative and supervisory responsibility.

Physical Requirements

Public contact.
Communication with diverse community.
Ability to handle pressure and fluctuating workload.
Use of dexterity to type, write and perform related duties.
Handle light weights, and move around as needed Stand, sit and walk for extended periods of time.
Read, interpret and apply rules, regulations, policies and procedures.

Other/ Special Requirements
Licenses/Certificates:

- A valid CA Driver License.
- Possession of PC 832, or ability to obtain PC 832 within six months from employment.

Physical Requirements

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Supplemental Information

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer

Other Necessary Requirements

Other Class Spec Title 1

Other Class Spec Title 2

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title**:** Community Development Director
Bargaining Unit: Department Head
Class Code: NON-REP
Salary Grade: DH07
Salary: $133,236- $179, 892
FLSA: (Exempt)
Date Updated: 07/14/2025
Description

Description
JOB SUMMARY

Under the direction of the City Manager, the Community Development Director is responsible for the development and administration of programs designed to address community development programs and services. The Director oversees the following divisions: Building, Economic Development/Housing, Engineering, and Planning. The Director coordinates the development review process and serves as a key member of the City's management team. The position will also oversee the building plan check and inspection process and the Planning Commission and function as the liaison with the City Manager's office concerning development issues. The Director will supervise the maintenance of accurate City maps and engineering records. The position plans, directs and coordinates the activities of the City of West Covina Community Development Commission, West Covina Housing Authority, and the Successor Agency of the former West Covina Redevelopment Agency; coordinates with other City departments, has significant contact with developers and monitors development projects.
Examples of Duties

Essential Job Functions:
Under general direction of the City Manager and with minimal assistance, incumbents in this position classification must ably perform the following functions:
Coordinates the administrative and business management functions of the Community Development Department, including oversight of the Building, Economic Development/Housing, Engineering, and Planning Divisions, the processing and preparation of budgets, including general, special revenue, grants, and capital improvement, and internal service funds, revenue, fee rates and schedules, equipment, and personnel functions.
Plans, organizes directs and manages all activities of the Community Development Department including development/environmental review, planning, building and safety, zoning, engineering, community preservation and housing/community development.
Coordinates Community Development Department activities with those of other departments as needed.
Advises the City Manager, City Council, the Planning Commission and other City departments/ divisions on issues pertaining to applicable Community Development issues.
Serves as the City's representative in development and land use matters.

Serves as staff representative to the Planning Commission and as a technical advisor to the Successor Agency of the West Covina Redevelopment Agency.
Represents the City in related issues before a variety of groups, the public and other agencies.
Develops, recommends, administers, interprets and enforces departmental policies and procedures and assists in the development and administration of the City's community development related policies and regulations.
Selects and is responsible for the training, supervision, and evaluation of all departmental staff.
Makes Community Development Department budget recommendations and administers the expenditure of funds.
Directs and participates in the preparation of a wide variety of surveys, plans, specifications, requests for proposals, studies, reports, contracts, agreements, agenda reports, correspondence, resolutions and ordinances in accordance with applicable state and federal laws and local codes and standards.
Formulates, recommends and implements department goals and develops workload indicators to measure progress towards goal achievement.
Prepares, coordinates, and administers the City's General Plan.
Actively recruits and assists businesses with relocation and those who wish to develop in the City. Seeks, develops and makes recommendations on alternative sources of funding as appropriate.
Reviews and analyzes a variety of materials, records, contracts, reports and other data and makes recommendations for change as needed.
Attends a variety of City Council, Commission, other public meetings and civic functions and represents the City.
Assists in the preparation of the Community Development Department annual budget and the control of expenditures that relate to division activities and develops appropriate justification for requested changes in personnel, materials and equipment.
Serves as Acting City Manager as assigned.
Perform related duties as needed.

Typical Qualifications
REQUIRED KNOWLEDGE & ABILITIES

Required Knowledge

Knowledge of principles, methods and practices of economic development; familiarity with the fundamentals of real-estate analysis including financial and economic review processes; knowledge of laws and practices affecting City Planning, Engineering, and Building and Safety; and knowledge of the principles of organization, administration, budget and personnel management.

Required Abilities

Ability to effectively manage and supervise subordinate personnel, develop and maintain positive working relationships, communicate effectively both orally and in writing, facilitate

quality customer service, effectively resolve conflicts, anticipate changing circumstances and operational needs, make critical decisions, and provide effective assistance and recommendations to the City Manager.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education and experience that provides the required knowledge, skills, and abilities to perform the essential job duties of this position is qualifying. Incumbents will possess the most desirable combination of training, skills, and experience as demonstrated by past and current employment.

Option 1:

- **Experience:** 8 years of experience in community development comprising of three years in a supervisory position or other managerial capacity; supervision over building and safety, engineering, city planning, and economic development/housing projects; experience in the implementation and development of major commercial developments; building code, successor agency knowledge, public works knowledge, and/or general plan implementation, also desired.
- **Education**: Graduation from an accredited college or university with a bachelor's degree in public administration, business administration, urban planning, civil engineering, or a field closely related to the position's area of assignment.

  Possession of an advanced graduate degree in public or business administration, urban planning, civil engineering, or related fields. is highly desirable and may substitute for required experience.

Option 2:

- **Substitution:** Additional qualifying experience may substitute for the required education on a year-for-year basis.
- **Experience:** 12years of increasingly responsible professional experience and including a minimum of 3 years in management or supervisory capacity.

Licenses and Certifications

Must possess a valid Class C driver's license.
American Institute of Certified Planners (AICP) certification highly desirable.
License as a Professional Engineer (PE) with the State of California is highly desirable.

Physical Requirements

This position requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.
Supplemental Information

SUPPLEMENTAL INFORMATION:

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	Community Services Director
Bargaining Unit:	Department Head
Class Code:	DH
Salary Grade:	DH09
Salary:	$129,312- $174,564
FLSA:	(Exempt)
Date Updated:	07/14/2025

Description
JOB SUMMARY:

Under general direction, administers a department responsible for planning, organizing, and directing community recreation programs, senior services, community social services, public transportation programs, special community events, the Community Development Block Grant Program, and park plans and programs.

Examples of Duties
Essential Functions:

- Administers community related programs, activities and events through subordinate department staff.
- Ensures that services and programs are provided according to related laws, ordinances, rules and regulations.
- Makes presentations to the City Council and public groups regarding program proposals and changes; advises the city council, City personnel and the public on Human Services issues.
- Acts as Secretary to the Community Services and Senior Citizens, Commissions; establishes agendas and provides direction at monthly meetings.
- Provides liaison to the Los Angeles County Transportation Commission for Prop A funding.
- Selects department employees; reviews and evaluates performance; executes necessary disciplinary action.
- Represents the City and acts as a liaison in discussions and planning of community projects with advisory groups, other public agencies, professional organizations or community groups.
- Directs preparation of departmental budgets; makes budget presentations and justifies submissions.
- Develops and implements new or revised programs based upon the changing needs of the community.

Non-essential Functions:

- Coordinates the preparation of grant applications and reports.

Typical Qualifications

REQUIRED KNOWLEDGE & ABILITIES

Required Knowledge

Thorough knowledge of the principles, procedures and resources of public, private, and inter-agency human services programs, including funding sources, grant administration; knowledge of public administration principles and practices; knowledge of laws affecting community programs and services; ability to make public presentations, prepare and present reports; direct staff, and manage a wide range of departmental operations.

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

- **Education:** Graduation from an accredited college or university with a bachelor's degree in public administration, recreation administration, sociology or a field closely related to the position's area of assignment.

- **Experience:** 9 years of increasingly responsible professional experience in progressively responsible experience in a human services role including a minimum of 2 years in management or supervisory capacity.

Option 2:

- **Substitution:** Additional qualifying experience may substitute for the required education on a year-for-year basis.
- **Experience:** 9 years of increasingly responsible professional experience and including a minimum of 2 years in management or supervisory capacity

Physical Requirements:

This position requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

SUPPLEMENTAL INFORMATION:

Licenses: Possession of a valid California Class C Driver's License with a satisfactory driving record is required.

Special: Candidate must also possess the ability to travel to different sites and locations.
Supplemental Information
The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.
Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: DEPUTY CITY MANAGER
Bargaining Unit: Department Head
Class Code: DH2
Salary Grade: DH12
Salary: $111,792- $150,912
FLSA: (Exempt)
Date Updated: 07/14/2025

Description
JOB SUMMARY

Under administrative direction, plans, directs, and coordinates activities of the Public Health Department; implements policies and establishes procedures related to public health and related community services; directs the development and administration of the department budget; serves as a member of the city's executive leadership team; performs related duties as required. This position will function as the designated Public Health Officer of the City.

This position reports to the City Manager and is responsible for the overall planning, administration, and operation of the Public Health Department. The Public Health Officer will assist in establishing the city's Health Department.

The Public Health Officer is expected to exercise independent judgment, wisdom, common sense, and initiative in establishing efficient and effective departmental operations consistent with City Council policies and administrative guidelines established by the City Manager. The Public Health Officer will participate actively in addressing issues of concern to the city, which at times may not have a direct impact on their area of specialization.

Examples of Duties

Essential Functions:
The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

- Provides overall medical direction and guidance for the Public Health Department and is responsible for enforcing local health orders and ordinances and regulations prescribed by the State Department of Health Services and the State relating to public health.
- Plans, directs, and coordinates various public health and environmental health programs of the city in conformance with the Health and Safety Code of the State of California, the city's health and sanitation code, and other related laws, standards, and regulations.
- Directs assessment and analysis of operational and service demands and develops comprehensive plans to ensure the highest possible quality of life for the community;

confers with legal advisors, citizens, and City officials on public health and environmental health problems; develops and implements related policies and procedures.

- Directs the preparation and administration of the Public Health Department's budget; responsible for obtaining and managing grant funding; directs the implementation of organizational development, training, and strategic planning to address operational needs effectively.
- Advises and otherwise assists the City Manager and City Council in understanding and developing policies governing City responses to the community, environmental and public health.
- Coordinates public health-related activities with those of other agencies; establishes and maintains mutually productive working relationships with residents, community/business groups, and other public and environmental health organizations.
- Directs the selection of department employees; plans and organizes work; directs the development and implementation of work methods and standards; directs staff training and development; maintains effective department discipline and morale; reviews and evaluates employee performance; executes disciplinary action.
- Provide advice, guidance, consultation, and direction to physicians, laboratories, hospitals, health care providers, and the public in matters relating to diagnosis, investigation, control, and prevention of communicable diseases. Networks with other City, County, State and Federal officials regarding communicable disease matters.

Typical Qualifications

REQUIRED KNOWLEDGE & ABILITIES

Required Knowledge:

Principles and practices of public health including current trends in policy, treatment, prevention, education, related issues in a large and diverse urban population and of medicine relating to evaluation, diagnosis and treatment in family planning and communicable disease diagnosis, control, and treatment.

1. Administrative principles and methods, including goal setting, program and budget development and implementation.
2. Public health administration and Federal, State and local laws, regulations and programs related to public health and communicable diseases.
3. Operating policies and functions of the State Department of Health Services and the United States Public Health Service.
4. Emergency medical services and disaster response activities and planning.
5. Effective public and community relations.
6. Principles and practices of effective employee supervision, including selection, training, goal setting, and positive motivational techniques.

Ability to:

1. Provide leadership and management necessary to address public health concerns.

2. Assess and analyze public health information and community needs.
3. Plan, organize, manage, and coordinate the work of staff engaged in preparing and maintaining City-wide financial records and reports.
4. Plan and organize health operations to meet community health needs and State and Federal laws/regulations within available resources.
5. Maintain confidential information according to legal standards and/or Federal, State, and City government regulations.
6. Analyze complex administrative problems, evaluate alternatives, and make effective recommendations.
7. Establish and maintain cooperative working relationships with a variety of citizens, public and private organizations and businesses, commissions, committees, and city staff.
8. Develop and manage budgets conduct a variety of complex research and analysis.
9. Prepare presentation-quality narrative and statistical reports.
10. Communicate clearly and concisely both orally and in writing.
11. Understand the impacts of the Affordable Care Act and other policies on public health and demonstrate flexibility in the face of the changing landscape of public health.
12. Work with the legislative process and establish and maintain a positive rapport with local, State, and Federal policy makers, City management and employees, public health providers and the public.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

- **Education:** Graduation from a accredited college or university with a bachelor's degree in public administration, or a field closely related to the position's area of assignment.
- **Experience:** 9 years of increasingly responsible professional experience in progressively responsible experience municipal government including a minimum of 2 years in a management or supervisory capacity.

Option 2:

- **Substitution:** Additional qualifying experience may substitute for the required education on a year-for-year basis.
- **Experience:** 9 years of increasingly responsible professional experience and including a minimum of 2 years in a management or supervisory capacity

Licenses/ Certifications

Valid license as a Physician and Surgeon issued by the State of California.
Board certification in a medical specialty recognized by the American Board of Medical Specialties (ABMS).

Valid Drug Enforcement Administration (DEA) certificate is required within five (5) months of appointment and must be maintained during employment.
Valid California Class C driver's license with a satisfactory driving record.

Physical Requirements:

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this job, the employee is regularly required to sit, talk, or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk and on occasion will lift up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Mental Demands

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets complex data, information and documents; analyzes and solves complex problems; uses math and mathematical reasoning; observes and interprets people and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, frequent interruptions and multiple concurrent tasks; and interacts with others encountered in the course of work, including frequent contact with customers and/or the public and dissatisfied individuals.

Work Environment

The employee works in an office environment where the noise level is usually quiet. The employee may be required to respond to emergency situations. The employee may be exposed to biological hazards and disease/infestations.

Supplemental Information

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	Finance Director
Bargaining Unit:	Department Head
Class Code:	DH
Salary Grade:	DH08
Salary:	$159,084- $214,764
FLSA:	EXEMPT
Date Updated:	06/27/2025

Description
JOB SUMMARY

Under administrative direction, plans, organizes, directs the auditing, budget preparation, general accounting, grant accounting, cashiering services, business licensing, information technology, transient occupancy tax, and treasury functions, and purchasing activities of the City; oversees various City tax and other revenue-producing programs; participation in special Citywide management functions and projects such as long-term capital budgeting, installation of data processing programs; and performs related duties as required.

Examples of Duties

Essential Functions:

- The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class. Oversees or directs the preparation of the City budget; supervises the review of budget requests and the compilation of estimates and projections to effect a balanced budget.
- Forecasts budget revenues; analyzes reserves; attends all budget meetings and hearings held with various departments and divisions; assists with review of all budget documents for the City; performs analysis; reviews cash flow projections; prepares long-term financial analyses for the City.
- Monitors and evaluates legislative, regulatory, and other governing body rulemaking changes that may have a financial impact on the City; reviews City financial policies and Finance Department procedures to enhance financial management internal controls over various types of financial transactions.
- Oversee the review of revenue and expenditure reports in comparison with planned budget and recommend control necessary to keep budget in balance. Directs the preparations of reports for State and private agencies.
- Provides direction for the staff of the Finance Department to assist department heads on financial problems and maintaining cost records of financial activities. Oversees the general accounting system of the City. Oversees and is responsible for the disbursement of all monies. Directs the audit of all expenditures as to budget or Council authorization. Directs and approves payment of all bills, purchase orders, invoices, payrolls, and demands.

- Directs the preparation of all financial reporting and audits.
- Responsible for the preparation of the Annual Comprehensive Financial Report and annual budget in conformance with CSMFO and GFOA established guidelines; preparation of the Budget Letter of Transmittal, Management's Discussion and Analysis and ACFR Letter of Transmittal.
- Directs the staff and operations of the City's Information Technology Division..
- Evaluates policies, operating methods, and results of the program of motel-hotel tax, sales tax, cashiering, and data processing, including the preparation of regular and special reports covering the revision, improvement, or adjustment of these programs and related services, fees, or expenditures.
- Responsible for the collection of business license taxes, transient occupancy taxes and the billing and collection of accounts and loans receivable; manages the preparation of various annual and periodic reports to a variety of external entities. Supervises the operations internal services.
- Directs the City's cash management program and the investment of idle funds as directed by the Finance Director; monitor cash balances in all funds; review transactions in relation to community facilities districts, assessment districts, and long-term debt investments.
- Develops and implements departmental goals, objectives and priorities
- Develops and administers policies and procedures.
- Establishes appropriate service and staffing levels.
- Allocates resources accordingly.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures.
- Selects, trains, motivates, and evaluates assigned personnel.
- Provides or coordinates staff training; works with employees to correct deficiencies.
- Prepares and reviews agenda item reports; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to finance programs, policies and procedures as appropriate.
- May plan, organize, direct and administer the City's Human Resources and Risk Management programs and services.
- May serve as Personnel Officer.
- May act as chief negotiator and participates in negotiations during meet and confer sessions with various employee organizations. Act as advisor to the City Council and City Manager on labor relations matters.
- May serve as Acting City Manager when so designated.
- Performs related work as assigned.

Typical Qualifications

REQUIRED KNOWLEDGE & ABILITIES

Required Knowledge:

Principles, methods, and practices of municipal finance administration.

Principles and practices of public administration.
Approved principles and standard practices of centralized accounting, auditing, payroll, and revenue projection and management.
Purchasing, data processing and duplicating services and the laws affecting municipal finance administration.
Computer applications in administrative functions.
Pertinent Federal, State and local laws, codes and regulations pertaining to public finance and accounting.
Principles of research, statistical analysis and report preparation.
General office procedures; operation and care of general-purpose computer equipment.
Principles and practices of supervision, training and performance evaluation; Economic/business cycles.
Microsoft Excel (including pivot tables), Word and PowerPoint.
City finance policies and procedures, Civil Service Rules and labor contract provisions.

Ability to:
Organize, and direct work involved in finance administration.
Deal effectively with superiors and subordinates.
Deal effectively with the general public, City staff, and representatives of various public and private agencies.
Analyze and make sound recommendations on complex accounting and financial issues, data and operations.
Understand, interpret, explain and apply federal, state and local policy, law, regulations and court decisions regulating the City's financial accounting, reporting and record keeping.
Develop and implement sound financial and accounting procedures and controls.
Communicate clearly and effectively, orally and in writing.
Prepare and present oral and written reports.
Define issues, analyze problems, evaluate alternatives and develop sound, independent conclusions and recommendations in accordance with laws, regulations, rules and policies.
Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.
Exercise sound, expert independent judgment within general policy guidelines.
Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
Establish and maintain effective working relationships with the City Manager, Mayor and Council Members, department heads and managers, staff, representatives of other agencies, the public and others encountered in the course of work.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

Education: Graduation from an accredited college or university with a bachelor's degree in accounting, finance administration, public administration, or a field closely related to the position's area of assignment.
Experience: 11 years of increasingly responsible professional experience in progressively responsible experience in a governmental accounting or finance including a minimum of 4 years in management or supervisory capacity.

Option 2:

Substitution: Additional qualifying experience may substitute for the required education on a year-for-year basis.
Experience: 15 years of increasingly responsible professional experience and including a minimum of 4 years in management or supervisory capacity

Licenses/Certifications

Certified Public Accountant (CPA) designation, Certified Public Finance Officers (CPFO), or other accreditation in a related field is desirable.

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

SUPPLEMENTAL INFORMATION:

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	Fire Chief
Bargaining Unit:	Department Head
Class Code:	DH2
Salary Grade:	DH03
Salary:	$176,796 -$238,680
FLSA:	(Exempt)
Date Updated:	07/14/2025

Description
JOB SUMMARY

Under general direction, plans, organizes, directs, coordinates, and administers the overall, citywide operation of the Fire Department, including fire suppression and prevention, emergency medical services, and citizen aid; develops and evaluates goals and objectives to improve departmental services; serves as a member of the City management team; may be involved in administrative projects outside the normal area of specialization; and does related work as required.

Examples of Duties

Essential Functions:

- Plans, organizes, staffs, directs, coordinates, prepares, and administers the Department's budget and activities.
- Participates in the interviewing, selection, training, and evaluation of employees.
- Reviews and analyzes statistical and activity reports regarding projected City development and the location, nature, and frequency of reported fires, fire prevention and suppression technology.
- Administers the development of in-service training programs to increase departmental efficiency and prepare employees for advancement.
- Establishes and interprets departmental policies, priorities, and procedures in association with administrative staff.
- Coordinates fire protection and inspection activities with other City departments and fire agencies.
- Handles citizen complaints or problems concerning departmental activities referred by lower level supervisors.
- Represents the Department at a variety of meetings with representatives from public and private agencies.
- Speaks before public and professional groups on the plans, objectives, policies, and program of the Department.
- Prepares and presents periodic oral and written reports on departmental activities.
- Responds to major incidents and manages/coordinates information, resources and priorities in accordance with the "Standardized Emergency Management System".

Typical Qualifications
REQUIRED KNOWLEDGE & ABILITIES

Required Knowledge:

Thorough knowledge of modern methods of fire department administration; principles of public administration, budgeting, training, personnel, and municipal government; the newest developments in techniques and equipment used in firefighting; fire prevention, equipment, maintenance, and drill procedures; city ordinances pertaining to fire fighting and fire prevention. Ability to plan, lay out, and review the activities of the Fire Department and maintain discipline; organize civilian defense auxiliaries; prepare and review reports; establish and maintain effective public relations.

Required Knowledge:

Option 1:

- **Experience:** 4 years of increasingly responsible professional experience in progressively responsible experience in a Battalion Chief or higher level.

- **Education:** Graduation from an accredited college or university with a bachelor's degree in fire science, public administration, or a field closely related to the position's area of assignment.

Option 2:

- **Experience:** 8 years of professional fire department or agency experience at the Battalion Chief or higher level.
- **Substitution**: Additional qualifying experience may substitute for the required education on a year for year basis.

Licenses:

Possession of a valid Class C California Driver's License.

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

SUPPLEMENTAL INFORMATION:

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.
Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title: Human Resources & Risk Management Director
Bargaining Unit: Department Head
Class Code: DH2
Salary Grade: DH10DH05
Salary: 151,320 - $204,300
FLSA: (Exempt)
Date Updated: 08/01/2025

Description
JOB SUMMARY

Under general administrative direction, plans, organizes, directs and administers the City's Human Resources and Risk Management programs and services; acts as chief spokesperson in the meet and confer process with represented City employees; develops goals, policies and procedures for human resource and risk management related issues; is responsible for recruitment, classification, training, benefit administration, records management, employee relations, workers' compensation and risk management activities; performs related work as required.
Examples of Duties

Essential Functions

- Plans, organizes, staff, directs, coordinates, prepares, and administers the budget for a centralized Human Resources and Risk Management system; formulates and recommends policies, regulations, and practices for carrying out comprehensive programs.
- Directs, coordinates, and supervises the administration of the City classification and salary plan, recruitment, examination, selection, employee training and development, employee discipline/grievance, workers' compensation, liability and loss prevention, safety and benefit programs.
- May act as chief negotiator and participates in negotiations during meet and confer sessions with various employee organizations. Act as advisor to the City Council and City Manager on labor relations matters.
- Develops, revises, and implements procedures and policies to meet requirements of City departments, ordinances and state and federal laws.
- Consults with and advises City staff and Human Resources Commission on matters related to interpretation and implementation of Human Resources and Risk Management policies, rules, practices, ordinances, and resolutions and on issues which affect Human Resources, Risk Management, and employee relations programs.
- Actively oversees all open workers' compensation and liability claims by working closely with employees, claimants, the City's third-party administrators, physicians, consultants, and attorneys. Coordinates the settlement/resolution of these claims. Analyzes, monitors, and recommends monetary reserves for claim adjudication.

- Negotiates with insurance companies and makes recommendations for the purchase of insurance or retention of risk in all areas of municipal liability, workers' compensation, and property and casualty.
- Administers and coordinates the City's benefit plans, including health, dental, vision, life and long-term disability insurance.
- Supervises the analysis of City training needs and the development and evaluation of training programs related to employee development and safety.
- Assists and consults with City management regarding employee relations as well as other Human Resources and Risk Management issues.
- Develops and administers the City's safety management and safety training program.
- Reviews and analyzes reports, legislation, court cases, and other information relating to Human Resources, workers' compensation, safety, and risk management matters.
- Schedules, develops reports, and maintains records of proceedings for the City Human Resources Commission.
- Coordinates the unemployment insurance program.

Typical Qualifications

REQUIRED KNOWLEDGE & ABILITIES

Required Knowledge:

Extensive knowledge of modern principles and practices of public personnel administration, including methods of recruitment and selection, performance evaluation, training and development, employee relations, salary and benefit administration, workers' compensation, and risk management; federal, state and local laws, rules and regulations regarding local government operations related to personnel and risk management functions; risk management principles, methods, and procedures, principles and practices of management necessary to plan, analyze, develop, director and evaluate programs, administrative policies, organizational structures and staffing; current trends in personnel and risk management administration including recent court decisions and legislative developments; principles and practices of business management including budgeting and offices practices and control; Ability to plan, organize, assign, and coordinate the activities of professional and clerical staff. Deal constructively and develop effective resolutions for Human Resources and Risk Management issues and employee concerns.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

Education: Bachelor's degree from an accredited college or university with a major study in business administration, public administration, or related field.
Experience: 4 years of increasingly responsible experience in an administrative capacity in the field of human resources management, including at least 3 years of administrative experience in Human Resources relating to Recruitment, Operations, Employee Relations, Benefits, Labor Relation, Workers' Compensation and Risk Management as it relates to Employee Litigation, Property & General Litigations Claims and Damages

Option 2:

- **Substitution:** 8 years of increasingly responsible experience in an administrative capacity in the field of human resources management, including at least 3 years of administrative experience Risk Management as it relates to Employee Litigation, Property & General Litigations Claims and Damages. Additional qualifying experience may substitute on a year for year basis. A Master's Degree in a related field is desirable.
- **Experience:** Experience with labor negotiations is desirable.

SUPPLEMENTAL INFORMATION:

Special Requirements:

Possession of a valid Class C California drivers' license and a satisfactory driving record.
Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	Planning Director
Bargaining Unit:	Department Head
Class Code:	DH2
Salary Grade:	DH11
Salary:	$123,936- $167,316
FLSA:	(Exempt)
Date Updated:	08/07/2025

Description
JOB SUMMARY

Under general direction, administers and manages the activities of the Planning Department. Directs the research, analyses and implementation of urban planning, zoning and development, and environmental review documents; serves as administrative officer to the City's Planning Commission; performs related duties as necessary.

Examples of Duties

Essential Functions:

- Administers planning, zoning and code enforcement activities and functions of the Planning Department.
- Plans and directs the compilation, analyses, interpretation, and presentation of community planning, growth, and development data.
- Serves as administrative officer and secretary to the Planning Commission; advises the Commission on municipal planning issues.
- Coordinates and directs the development of short and long-range planning goals and programs relating to the physical and cultural development of the City.
- Maintains liaison with other city departments and participates in their activities as they relate to community planning.
- Makes presentations to the City Council, City Commissions, community groups, planning professionals and groups interested in city planning and development issues.
- Prepares or directs the preparation of comprehensive reports and visual presentations of proposed projects.
- Prepares the departmental budget and provides information justifying the data submitted.
- Meets with developers to discuss plans, needs of the City and compliance guidelines; negotiates development projects with developers on behalf of the City.

Typical Qualifications

REQUIRED KNOWLEDGE & ABILITIES

Required Knowledge:

Knowledge of the principles and practices of urban planning; trends and developments in local governmental planning; principles of management and public administration; architectural, landscape, economics and engineering principles as they relate to urban planning; state and local laws as they relate to planning and zoning and environmental review. Ability to coordinate civic interests with sound community planning; effectively manage staff involved in planning, zoning and code enforcement; make presentations to community groups, the Planning commission, civic groups and the City Council; formulate and administer a departmental budget.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

- **Education:** A bachelor's degree in planning, economics, public administration, architecture or closely related.
- **Experience:** 5 years progressively responsible professional level experience in local planning, at least 2 of which have been at a supervisory or management level.

Option 2:

- **Substitution:** Additional qualifying experience may substitute for the required education on a year for year basis.
- **Experience:** 9 year progressively responsible level experience in local planning, at least 2 of which have been at a supervisory or management level.

Physical Requirements:
This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Other / Special Requirements:

Licenses:
Possession of a valid California Class C Driver's License with a satisfactory driving record is required.

SUPPLEMENTAL INFORMATION:

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Other Necessary Requirements

Other Class Spec Title 1

Other Class Spec Title 2

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	Police Chief
Bargaining Unit:	Department Head
Class Code:	PMA
Salary Grade:	DH02
Salary:	$196,488- $247,584
FLSA:	(Exempt)
Date Updated:	08/07/25

Description
JOB SUMMARY

Under general direction, assesses current and long-range law enforcement needs of the community and recommends appropriate polices, programs, and facilities; maintains public support for law enforcement by insuring integrity of operations, developing high standards of professional conduct, and promoting understanding of departmental activities; provides leadership, planning, direction, and control to the law enforcement program; promotes and participates in improving the law enforcement profession; functions as a member of the City's management team; and performs related duties as required.

Examples of Duties

Essential Functions:

- Duties may include, but are not limited to, the following:
- Keeps abreast of community trends and developments through personal observation and study and interaction with City officials, staff, and community representatives.
- Analyzes and interprets facts and information in term of law enforcement requirements, and formulates and recommends practical and effective policies, programs, and facilities to meet these requirements.
- Confers with the City Manager and City Council on policy or program recommendations and major problems.
- Insures the correct translation and application of law and policy by administrative and operating staff.
- Maintains discipline among the employees of the department through direct involvement or enforcement of established policies.
- Assumes responsibility for the preservation of law and order, prevention and detection of crime, and enforcement of laws, ordinances, and rules and regulations.
- Establishes and administers programs for the continued development of staff.
- Directs the conduct of research and special studies which may involve other than law enforcement issues.
- Approves, recommends, and administers the departmental annual budget and directs the preparation of or prepares related regular and special reports.

- Attends conferences concerning modern methods of police administration and may participate as a speaker or discussion leader.
- Maintains harmonious and cooperative working relationships with other law enforcement agencies and organizations having programs which are associated with those of the Police Department.
- Hears and resolves citizens' complaints and promotes good public relations.
- Responds to major emergencies and may assist in the direction of police activities.

Typical Qualifications

REQUIRED KNOWLEDGE & ABILITIES

Required Knowledge:

Knowledge of municipal police administration and management; principles and techniques of organization, analysis, personnel management, training, budget administration, and administrative controls; legal, technical, and operating practices of law enforcement, deployment of men and equipment, and patrol operations; causes, prevention, and control of crime and juvenile delinquency; traffic enforcement, police records system, and statistical reporting systems; County Sheriff, mutual aid, state, and federal law enforcement agencies and functions; rules of evidence, arrest, custody of persons, search and seizure, civil rights, and related constitutional, legal, and court decisions affecting police jurisdictions.

Ability to analyze departmental operations and activities and prepare comprehensive reports; prepare and submit the departmental budget; establish and maintain favorable and effective working relations with City officials, officials of other jurisdictions, and the general public; direct the activities of supervisors and, through them, a large number of subordinates, relying primarily on proper leadership and organization; analyze usual and unusual metropolitan types of law enforcement problems and adopt effective courses of.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

- **Education:** A Bachelor's degree, in police science or closely related field; Master's Degree and completion of P.O.S.T. Command College or FBI National Academy and the ability to obtain the P.O.S.T. Management Certificate within one year of employment are highly desirable.

- **Experience:** 6 years of progressively responsible administrative and supervisory experience in municipal law enforcement, which would have included experience in major phases of crime prevention, law enforcement and police department operations.

Option 2:

- **Substitution:** Additional qualifying experience may substitute for the required education on a year for year basis.
- **Experience:** 10 years of progressively administrative and supervisory experience in municipal law enforcement, which would have included experience in major phases of crime prevention, law enforcement and police department operations.

Physical Requirements:

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

SUPPLEMENTAL INFORMATION:

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.
Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	Public Health Officer
Bargaining Unit:	Department Head
Class Code:	DH
Salary Grade:	DH15
Salary:	$176,676- $214,764
FLSA:	(Exempt)
Date Updated:	07/14/2025

Description
JOB SUMMARY

Under the direction of the City Manager, the Community Development Director is responsible for the development and administration of programs designed to address community development programs and services. The Director oversees the following divisions: Building, Economic Development/Housing, Engineering, and Planning. The Director coordinates the development review process and serves as a key member of the City's management team. The position will also oversee the building plan check and inspection process and the Planning Commission and function as the liaison with the City Manager's office concerning development issues. The Director will supervise the maintenance of accurate City maps and engineering records. The position plans, directs and coordinates the activities of the City of West Covina Community Development Commission, West Covina Housing Authority, and the Successor Agency of the former West Covina Redevelopment Agency; coordinates with other City departments, has significant contact with developers and monitors development projects.
Examples of Duties

Examples of Duties

Essential Functions:
Under general direction of the City Manager and with minimal assistance, incumbents in this position classification must ably perform the following functions:
Coordinates the administrative and business management functions of the Community Development Department, including oversight of the Building, Economic Development/Housing, Engineering, and Planning Divisions, the processing and preparation of budgets, including general, special revenue, grants, capital improvement, and internal service funds; revenue, fee rates and schedules, equipment, and personnel functions.
Plans, organizes directs and manages all activities of the Community Development Department including development/environmental review, planning, building and safety, zoning, engineering, community preservation and housing/community development.
Coordinates Community Development Department activities with those of other departments as needed.
Advises the City Manager, City Council, the Planning Commission and other City departments/ divisions on issues pertaining to applicable Community Development issues.
Serves as the City's representative in development and land use matters.

Serves as staff representative to the Planning Commission and as a technical advisor to the Successor Agency of the West Covina Redevelopment Agency.
Represents the City in related issues before a variety of groups, the public and other agencies.
Develops, recommends, administers, interprets and enforces departmental policies and procedures and assists in the development and administration of the City's community development related policies and regulations.
Selects and is responsible for the training, supervision, and evaluation of all departmental staff.
Makes Community Development Department budget recommendations and administers the expenditure of funds.
Directs and participates in the preparation of a wide variety of surveys, plans, specifications, request for proposals, studies, reports, contracts, agreements, agenda reports, correspondence, resolutions and ordinances in accordance with applicable state and federal laws and local codes and standards.
Formulates, recommends and implements department goals and develops workload indicators to measure progress towards goal achievement.
Prepares, coordinates, and administers the City's General Plan.
Actively recruits and assists businesses with relocation and those who wish to develop in the City.
Seeks, develops and makes recommendations on alternative sources of funding as appropriate.
Reviews and analyzes a variety of materials, records, contracts, reports and other data and makes recommendation for change as needed.
Attends a variety of City Council, Commission, other public meetings and civic functions and represents the City.
Assists in the preparation of the Community Development Department annual budget and the control of expenditures that relate to division activities and develops appropriate justification for requested changes in personnel, materials and equipment.
Serves as Acting City Manager as assigned.
Perform related duties as needed.

Typical Qualifications
REQUIRED KNOWLEDGE & ABILITIES

Required Knowledge
Knowledge of principles, methods and practices of economic development; familiarity with the fundamentals of real-estate analysis including financial and economic review processes; knowledge of laws and practices affecting City Planning, Engineering, and Building and Safety; and knowledge of the principles of organization, administration, budget and personnel management.

Required Abilities

Ability to effectively manage and supervise subordinate personnel, develop and maintain positive working relationships, communicate effectively both orally and in writing, facilitate quality customer service, effectively resolve conflicts, anticipate changing circumstances and operational needs, make critical decisions, and provide effective assistance and recommendations to the City Manager.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education, training, and experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

- **Experience:** Eight years of experience in community development comprising of three years in a supervisory position or other managerial capacity; supervision over building and safety, engineering, city planning, and economic development/housing projects; experience in the implementation and development of major commercial developments; building code, successor agency knowledge, public works knowledge, and/or general plan implementation, also desired.
- **Education:** Bachelor's degree from an accredited university in public administration, business administration, urban planning, civil engineering, or related fields.

Option 2:

Substitution: Additional qualifying experience may substitute for the required education on a year for year basis.
Experience: 12 years of experience in community development compromising of three years in a supervisory position or other managerial capacity; supervision over building and safety, engineering, city planning, and economic development/housing projects; experience in the implementation and development of major commercial developments; building code, successor agency knowledge, public works knowledge, and/or general plan implementations, also desired.

Possession of an advanced graduate degree in public or business administration, urban planning, civil engineering, or related fields. is highly desirable and may substitute for required experience.

Licenses and Certifications

Must possess a valid Class C driver's license.
American Institute of Certified Planners (AICP) certification highly desirable.
License as a Professional Engineer (PE) with the State of California is highly desirable.

Physical Requirements

This position requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment requiring no extraordinary physical strength or other special physical qualifications.

Supplemental Information

SUPPLEMENTAL INFORMATION

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Other Necessary Requirements

Other Class Spec Title 1

Other Class Spec Title 2

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	Public Works Director
Bargaining Unit:	Department Head
Class Code:	DH
Salary Grade:	DH05
Salary:	$151,320- $204,300
FLSA:	(Exempt)
Date Updated:	07/14/2025

Description
JOB SUMMARY

Under general administrative direction, plans, directs, manages, and oversees the operation and activities of the Maintenance Division including the development, maintenance, of the City's community parks/open space, fleet management, maintenance and operation of City facilities, sewer lines, and streets. The Director ensures all resources are properly allocated and managed; provides long-range planning for department programs, projects and needs; coordinates assigned activities with other departments and outside agencies; provides highly responsible and complex administrative support to the City Manager; and does related work as required.

Examples of Duties

Essential Functions:
The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to this class.

- Assumes full management responsibility for the Public Works Department.
- Develops, implements and monitors long-term plans, goals and objectives focused on achieving maintenance.
- Develops and submits appropriate application and documentation necessary to secure funding sources. Maintains appropriate records for compliance with these funding sources.
- Reviews work in progress, specifications, estimates, and contract documents for street, sewer, storm drain, bridge, and other projects.
- Provides direction for the department staff; approves a variety of policy and procedure changes and revisions; participates in special projects of department; reviews actions and effectiveness of the respective divisions.
- Directs the preparation and maintenance of records, field notes, reports, maps, plots, deeds, benchmarks, monuments, and similar information and records.
- Manages and participates in the development and administration of the department's budget; directs the forecast of additional funds needed for staffing, equipment, and supplies; directors the monitoring of and approves expenditures; directs and implements budgetary adjustments as necessary.

- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees to correct deficiencies; implements discipline and termination procedures; responds to staff questions and concerns.
- Confers with engineers, developers, architects, and a variety of outside agencies and the general public in acquiring information and coordination of engineering, public works, utilities, streets, and related matters; provides information regarding these matters.
- Performs site inspections during construction to ensure methods and materials are in compliance with regulations for system safety or design.
- Represents the department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Manages the inspection of development projects and City capital and maintenance projects to ensure compliance with codes, ordinances, approved plans, specifications, and conditions.
- Manages Public Works contracts; conducts negotiation and administration of contracts.
- Oversees the Landscaping Maintenance Districts as well as the Citywide Assessment Districts.
- Ensures overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems and internal reporting relationships; identifies opportunities for improvement; and directs the implementation of change.
- Prepares, reviews, and presents staff reports, various management and information updates, as well as reports on special projects as assigned by the City Manager.
- Responds to and resolves difficult situations and sensitive citizen inquires and complaints.
- Oversees the development of specifications and bid documents for a variety of public works and public utilities-related designs, construction and maintenance projects, recommends contract awards, negotiates contract provisions and coordinates, reviews, inspects and monitors and approves contractor’s performance.
- Reviews and advises for completeness and accuracy on developments plans, permits for work in City rights-of-way, project construction plans and specifications.
- Manages the application process for acquiring and administering County, State and Federal Grants.
- Performs related duties as assigned.
- Assigns the design and execution of projects to subordinate staff, contractors, and consultants.
- Reviews work in progress and approves final designs, specifications, estimates, and contract documents for the Public Services Department.
- Prepares and administers the annual budget for the Public Services Department, approves the forecast of funds needed for staffing, equipment, materials, and supplies, approves expenditures, and implements budgetary adjustments as appropriate and necessary.

- Oversees the planning, development, and delivery of a comprehensive recreation and leisure programs; identifies community needs and directs staff in delivery of programs; creates fee structures.
- Oversees the maintenance and repair of City facilities; creates maintenance programs and directs staff in maintenance programs including preventative maintenance programs; plans for building repairs and renovations; coordinates with consultants and provides appropriate recommendations.
- Identifies grant and other funding opportunities; oversees the preparation of grant applications and administers grant programs.
- Prepare and present verbal and written reports to the City Council, County Board of Supervisors, Commission, governmental agencies, and community groups.
- Formulate and recommend a variety of policy and procedure changes and revisions; participates in special projects of the department; reviews actions and effectiveness of the respective divisions.
- Reviews and approves the work of consultants engaged by the city.
- Continuously monitor and evaluate the efficiency and effectiveness of programs and services delivery methods, based on desired outcomes. Assess workloads, administrative support systems, and internal working relationships to identify opportunities for improvement.
- Plans, directs, and coordinates, through subordinate level staff, the Public Services Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements.

Typical Qualifications

REQUIRED KNOWLEDGE & ABILITIES

Required Knowledge:

Knowledge of:

- Operations, services, and activities of a comprehensive recreation, parks/open space, and facilities maintenance program.
- General knowledge of the field of traffic and sanitary engineering on the municipal level.
- Philosophy, principles, and techniques of providing and assessing the recreational, parks, and facility needs of a community.
- Practices and methods of parks, facilities maintenance.
- Occupational hazards and standard safety practices.
- Skills in resource development to garner grants, legislative appropriations, donations, sponsorships, and in-kind services for programs.
- Principles and practices of public administration, including long-range planning, budgeting, purchasing, and maintaining public records.
- Applicable federal, state, and local laws, regulations, and standards.

- Standard office equipment, including personal computers and computerized applications and programs including Microsoft office suite.
- Research methods and report preparation and presentation.
- Business arithmetic.
- Principles and practices of sound business communication; correct English usage, including spelling and grammar.
- The principles of administration, budgeting, supervision, personnel, and training.
- Municipal organization operation and applicable state and federal laws.
- Discipline and termination procedures.

Ability to:

- Plan and coordinate the work of engineering and technical personnel engaged in office and field work.
- Prepare, review, and approve comprehensive reports, plans, and estimates in a professional manner.
- Maintain effective working relationships with administrative personnel, public officials, contractors, and members of the public.
- Prepare contract documents and supervise and coordinate the administration of such contracts.
- Prepare and operate in accordance with an approved budget.
- Develop and administer effective department and program goals, objectives, policies, and methods for evaluating achievement and performance levels.
- Organize, set priorities, and exercise expert independent judgment within areas of responsibility.
- Develop and implement appropriate procedures and controls.
- Communicate effectively, both orally and in writing.
- Present proposals and recommendations clearly, logically, and persuasively.
- Operate a computer and standard business software.
- Use tact and diplomacy in dealing with sensitive and complex issues, situations and concerned people.
- Make accurate mathematical calculations.
- Understand and follow written and oral instructions.
- Operate a computer and standard business software and other standard office equipment.
- Exercise tact and diplomacy in dealing with sensitive, complex, and confidential personnel issues and employee situations.
- Establish and maintain effective working relationships with all those encountered in the course of work.

MINIMUM QUALIFICATIONS

Education, Training, and Experience

Any combination of education, training, and/or experience that has provided the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining the required qualifications is:

Option 1:

- **Education:** Bachelor's degree in parks and recreation administration, public administration, or related field.
- **Experience:** 7 years of increasingly responsible experience in progressively responsible experience in the development, implementation, operation, of parks, recreation, and facilities programs including three 3 years in a supervisory capacity.

Option 2:

- **Substitution:** Additional qualifying experience may substitute for the required education on a year for year basis.
- **Experience:** 11 years of increasingly responsible experience in progressively responsible experience in the development, implementation, operation of parks, recreation, and facilities programs including 3 years in a supervisory capacity.

Master's Degree in a related field is desirable.

Licenses/ Certificates/ Special Requirements
A valid California Class C Driver's License with a satisfactory driving record is required.

Physical Requirements:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions Work is performed in a variety of environmental conditions. There is exposure to temperature variations, noise, vibrations, fumes, odors, and dust. Physical demands require bending, stooping, standing, and walking. Mental demands require the use of written and oral communication skills; reading and interpretation of data, information, and documents; analysis and solving of problems; use of math and logical reasoning; observation and interpretation of situations; learning and applying new information or new skills; working under deadlines with constant interruptions; interacting with City staff and other organizations; and may involve dealing with dissatisfied or quarrelsome individuals.

SUPPLEMENTAL INFORMATION:

The City of West Covina is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the city will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.
Other Necessary Requirements
Other Class Spec Title 1
Other Class Spec Title 2

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 2, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA GENERAL EMPLOYEES ASSOCIATION (WCGEA)**

RECOMMENDATION:

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

RESOLUTION NO. 2025-73 - 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 GENERAL EMPLOYEES' ASSOCIATION (WCGEA) FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2028

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 General Employees' Association (WCGEA) expired on June 30, 2024. City Management and representatives for the WCGEA 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, 2028.The City and WCGEA 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. Salary Schedule
    - 4-year term (July 1, 2024 -June 30, 2028)
2. One-time NonPERSable Pay - Within 30 days after City Council approval of the MOU, employees shall receive a one-time non-PERSable pay of $400.00 (Four Hundred Dollars)

pro-rata, based upon date-of-hire effective July 1, 2024. The employees will receive the one-time payment on a check separate from their regular paycheck.
3. Effective first full pay period after Council approval of the MOU: 2% across the board COLA and 3% Step 6 added*
4. Effective first full pay period after July 1, 2026: 2% across the board COLA and 3% Step 7 added*
5. Effective first full pay period after July 1, 2027: 2% across the board COLA and 3% Step 8 added*

*Employees would be eligible for a salary increase on the anniversary date following each effective date.

2. Sick Leave Payoff.Upon Retirement: Addition of the following:

Sick Leave is only paid upon retirement to those hired prior to July 1, 2018.

This supersedes Section 10.5.E in the Personnel Rules or its equivalent/successor language. "Employees, upon termination of continuous service, other than by discharge, shall be paid for 50 percent of all sick leave accrued to the time of such termination which is in excess of 320 hours, but does not exceed a maximum accrual of 800 hours."

3. Sick Leave Annual Payoff Program will only be made available to employees hired before July 1, 2025
4. Overtime Policy- Vacation, sick leave, bereavement leave, and compensatory time off shall not be considered hours worked. Jury duty and holidays shall count towards time worked.

Bargaining unit members who are called out to work on an emergency basis outside of their regular scheduled shift as requested by West Covina Police Department, West Covina Fire Department, or the City Manager or designee will be paid at time and a half.

5. Compensatory Time

Article VIII, B.1. General Unit employees may accumulate up to a total of forty (40) hours. Accrued compensatory time in excess of forty (40) hours will be paid out within ninety (90) days after council approval of the MOU.

Staff recommends that the City Council adopt the proposed resolution, approving the MOU and authorizing the Acting City Manager to execute the agreement.

LEGAL REVIEW:

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

Prepared by: Carmelita Underwood, Director of Human Resources/Risk Management Department

Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Attachments

Attachment No. 1 - Resolution No. 2025-73

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Maintain Good Intergovernmental Relations
Expand Economic Development Opportunities

ATTACHMENT NO. 1

RESOLUTION NO. 2025-73

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 GENERAL EMPLOYEES' ASSOCIATION (WCGEA) FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2028

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

WHEREAS, the current Memorandum of Understanding between the City of West Covina (the "City") and the West Covina & General Employees' Association (WCGEA) expired on June 30, 2024; and

WHEREAS, the City and the WCGEA 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 Meyer-Millias-Brown Act (California Government Code section 3500 et seq.); and

WHEREAS, the City and WCGEA have reached an agreement and memorialized their agreement regarding wages, benefits, hours and other terms and conditions of employment in the Memorandum of Understanding for the period of July 1, 2024 through June 30, 2028, 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 West Covina General Employees' Association (WCGEA), attached hereto as Exhibit "A", is hereby approved.

SECTION 2. The Acting 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 2nd day of September, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-73 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 2nd day of September, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WEST COVINA

AND

CITY OF WEST COVINA
GENERAL EMPLOYEES' ASSOCIATION

JULY 1, 2024 THROUGH JUNE 30, 2028

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ARTICLE ONE

RIGHTS AND RESPONSIBILITIES

I. PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as MOU or Agreement interchangeably) has been prepared pursuant to the terms of the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and the West Covina Personnel Rules, as amended, which is hereby incorporated by reference. This Agreement has been executed by representatives of the City of West Covina (hereinafter referred to as "City") on behalf of the City; and the **General Employees' Bargaining Group Representatives** of the West Covina General Employees' Bargaining Group (hereinafter referred to as "General Employees' Association"), representing the General Unit Employees.

II. GENDER

The terms "they" and "their" may be used in this agreement as substitutes for the terms "his," "hers," "his/her," "he," "she," or other terms which would indicate masculine or feminine gender.

III. RECOGNITION

A. General Unit Employees

Pursuant to the provisions of the City of West Covina Municipal Code, Employee Organization, Article V Section 2-205 through 2-228, and the City of West Covina Personnel Rules, as amended, the City recognizes the West Covina General Employees' Bargaining Group as the exclusive recognized employee organization on behalf of all full-time salaried non-management and non-mid-management General Unit employees of the City of West Covina.

B. Exclusions

Those classifications and positions excluded include employees designated as confidential, executive, management, mid-management, or hourly.

C. Classifications Recognized

Specific classifications recognized by the City of West Covina being represented by the General Employees' Bargaining Group are listed in Appendix "A-1" of this Agreement.

IV. ASSOCIATIONS AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Association and Employee Rights

The City and the Association shall comply with the provisions of Government Code section 3500, et seq., as amended, or any subsequent State law governing meet and confer rights of employee organizations. The parties further agree that during

the term of this Memorandum of Understanding, each party shall retain those rights respectively vested by local, state and federal law, which cannot otherwise be waived by this Agreement.

B. Payroll Deduction

1. The City shall, during the term of this Agreement, and in a manner consistent with applicable law, deduct monies for membership dues on a bi-monthly basis (24 pay periods) from unit employees whose classification and position are recognized to be represented by the Association and who voluntarily authorize the deduction in writing, or on forms approved by the City.

2. The City shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days after receiving the request.

3. The City shall remit to the recognized employee organization the monies from authorized deductions made in accordance with procedures set forth by the City.

4. In the event the employee shall not be entitled to any pay for the first pay period of any month, such deduction shall be made from the wages of such employee earned in the next succeeding pay period in said month. If such employee shall not be entitled to any pay during the succeeding pay period in said month, the City shall not make dues deduction thereafter in respect to the dues of said employee for said month.

C. Indemnification

The Association shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all damages and legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

D. Association Benefit Plans - Dues

The City will allow employees to add an amount of money, to pay for Association sponsored benefits plans, to the lump sum bi-monthly (24 pay periods) deduction for Association dues.

E. Association Representation Responsibilities

The Association agrees and shall assume its responsibilities as recognized designated representative to represent all unit employees without discrimination, interference, restraint, or coercion, and to comply with exclusive representation responsibilities as set forth in the City of West Covina Municipal Code, Employee Organizations, Article V, Sec. 2-205 through 2-228, and Personnel Rules, as amended.

F. Association Release Time — Time Off For Meeting and Conferring

1. The City and Association recognize that it is of benefit both to the City and Association that representatives designated by the Association to serve as the Association negotiating committee be granted leave from duty with full pay during scheduled working hours to participate in meet and confer sessions as requested by the City.

2. The Association negotiating committee shall be allowed release time as approved by management in order to prepare for meet and confer sessions required for subsequent new Memorandums of Understanding.

3. Individual negotiating committee members shall give management as much advance notice as possible about the dates, times, and duration of the requested release time.

4. Unless otherwise agreed to by both parties, the negotiating terms for the Association shall not exceed three (3) members each.

5. Full pay, as stated, shall mean the employee's current base salary, fringe benefits, and any assignment pay.

6. Each party shall provide the other a list of representatives at least two weeks prior to the date set for meeting and conferring unless both parties agree such notice is impractical.

G. Release Time-Grievances

Representatives of the Association shall be granted reasonable release time from their assigned work as approved by management to provide representation services such as grievance matters.

H. Bulletin Boards

1. The City may permit the Associations to use certain designated bulletin boards approved by management located at City facilities to post Association related information including e-mail and fax.

2. The Associations agree to continually self-monitor all information posted on bulletin boards to ensure they are maintained in an orderly manner. All materials posted should be dated and maintained in an orderly manner.

3. No item(s) that can reasonably be interpreted as inflammatory, libelous, obscene, or slanderous may be posted on bulletin boards.

V. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Management Rights

The City continues to reserve, retain, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been

expressly abridged by specific provisions of the Memorandum of Understanding or by law, to manage the City for the citizens of West Covina, as such rights existed prior to the execution of the Memorandum of Understanding. The City continues to reserve and retain solely and exclusively all rights of management, including those City rights set forth in the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and Personnel Rules, as amended, and including but not limited to the following rights:

1. To manage the City and to determine policies and procedures and the right to manage the affairs of the City.

2. To take into consideration the existence or non-existence of facts which are the basis of the management decision.

3. To determine the necessity, organization, and implementation and termination of any service or activity conducted by the City or other governmental jurisdictions, and to expand or diminish services.

4. To determine nature, manner, means, type, time, quantity, quality, technology, standards, level, and extent of services to be provided to the public.

5. To determine methods of financing.

6. To determine quality, quantity, and types of equipment or technology to be used.

7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, operations to be performed, organizational structure, size, and composition of the work force and allocate and assign work by which the City operations and services are to be conducted.

8. To plan, determine, and manage City budget which includes, but is not limited to, changes in the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including the right to contract for or subcontract any work or operation of the City.

9. To assign work to and schedule employees in accordance with requirements as determined by the City as to work hours and changes to work hours, schedules, including call back, standby, and overtime, and assignments except as otherwise listed by this agreement.

10. To lay off employees of the City from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive or not cost effective as determined by the City.

11. To establish and modify goals and objectives related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and require compliance thereto.

12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reprimand, reduce or withhold salary increases and benefits, and otherwise discipline employees for cause.

13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reallocate and reclassify employees.

14. To hire, transfer intra- or inter-division, promote, reduce in rank, demote, reallocate, and terminate employees and take other personnel action for non-disciplinary reasons in accordance with this Agreement and Personnel Rules.

15. To determine policies, procedures, and standards for selection, training, and promotion of employees.

16. To establish employee performance standards, including quality, and quantity standards, and to require compliance therewith.

17. To maintain order and efficiency in its facilities and operations.

18. To establish, implement, and/or modify rules and regulations, policies and procedures related to productivity, performance, efficiency, standards of ethics, conduct, safety, health, and order in the City and to require compliance therewith.

19. To restrict the activity of an employee organization on City property and facilities and on City time except as set forth in this agreement.

20. To determine the issues of public policy and the overall goals and objectives of the City's divisions and to take necessary action to achieve the goals and objectives of the City's Departments.

21. To require the performance of other services not specifically stated herein in the event of emergency or disaster as deemed necessary by the City.

22. To take any and all necessary steps and action to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or any other time deemed necessary by the City not specified above.

B. Authority of Third Party Neutral

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with City. No third party neutral shall have the authority to diminish any of the management rights, which are included in this Agreement.

C. Impact of Management Rights

The City agrees to meet with the Association, except in emergencies as defined elsewhere in this Agreement, over the exercise of a management right which significantly and directly impacts upon the wages, hours, and terms and conditions of employment of unit employees, unless remedies for the impact consequences of the exercise of a management right upon unit employees are provided for in this Agreement, Personnel Rules, Administrative Policies, or Departmental Rules.

VI. NO STRIKE/JOB ACTION PROVISION

In addition to all no strike/job action provisions and penalties in the West Covina Municipal Code or Personnel Rules, the following provisions shall apply.

A. Prohibited Conduct

The Association, its officers, agents, representatives, and/or members when on duty, agree they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, blue flu, pretended illness, or engage or honor any other form or types of job action by unit employees or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization.

B. Employee Termination

Any employee who participates in any conduct prohibited in Section A above shall be considered an unauthorized absence and shall be subject to discharge or other disciplinary action by the City, regardless of whether the Association carries out in good faith its responsibilities set forth below.

C. Association Responsibilities

1. In the event that the Association, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in A, Prohibited Conduct, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in A, Prohibited Conduct, above, and return to work.

2. If the Association performs all of the responsibilities in good faith set forth in C (1) above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of A, Prohibited Conduct, above.

ARTICLE TWO

SALARIES AND COMPENSATION

I. SALARY SCHEDULE

Bargaining unit members shall receive a one-time, non-PERSable ratification bonus within thirty (30) days after City Council approval of this MOU in the amount of four hundred dollars ($400.00) pro-rata, based upon date-of-hire effective July 1, 2024. Such ratification bonus payment will be made on a check separate from the regular paycheck.

Effective the first full pay period after City Council approval of this MOU, a two percent (2%) COLA shall be applied to all General Unit salary schedules and a new Step 6 commensurate with a three percent (3%) increase shall be added to such salary schedules. Bargaining unit members would be eligible for such new step increase, if applicable, on their anniversary date following this effective date.

Effective July 1, 2026, a two percent (2%) COLA shall be applied to all General Unit salary schedules and a new Step 7 commensurate with a three percent (3%) increase shall be added to such salary schedules. Bargaining unit members would be eligible for such new step increase, if applicable, on their anniversary date following this effective date.

Effective July 1, 2027, a two percent (2%) COLA shall be applied to all General Unit salary schedules and a new Step 8 commensurate with a three percent (3%) increase shall be added to such salary schedules. Bargaining unit members would be eligible for such new step increase, if applicable, on their anniversary date following this effective date.

II. SALARIES ROUNDED OFF

All salaries shall be rounded to the nearest whole dollar.

III. SALARY ADMINISTRATION

A. Specific Information in Personnel Rules

Specific detailed information dealing with such subject as salary anniversary dates, increases within the salary range, salary on appointments and other related types of salary administration issues are set forth in the City Personnel Rules.

B. Effective Date of Step Increases and Extra Compensation

All step increases and extra compensation shall be made effective at the start of the next regular pay period, except as otherwise approved by management.

C. Right to Raise Salaries, Other Compensation and Benefits

The City reserves the right to raise salaries, and other compensation, and benefits during the term of this agreement. The City shall meet and consult with the Association prior to implementing increased compensation and benefits.

D. Base Salary

Base salary shall mean only the assigned salary to any unit classification exclusive of any other type of form of compensation.

E. Extra Pay/Compensation

Extra pay shall be defined as compensation above the unit employee's base salary for special assignments, allowances and/or bonuses.

F. Y-Rating

1. When a personnel action, such as a demotion due to layoff, reclassification, or job rehabilitation results in the lowering of the incumbent unit employee's salary range, the affected incumbent's salary may be "Y-rated" by the City, at the City's sole discretion.

2. "Y-rated" shall mean the maintenance of the incumbent employee's salary rate at the level effective the day preceding the effective date of the personnel action in lieu of placing the employee in a lower salary range.

3. The employee's base salary shall remain at the same level until the salary range of the new classification equals or exceeds the Y-rated salary.

4. Those unit employees on job rehabilitation shall be Y-rated upon written agreement and mutual consent between the affected employee and the City.

IV. DEFERRED COMPENSATION

A. The City shall contribute for each general unit employee up to fifty dollars ($50.00) per month to a deferred compensation plan on a dollar-for-dollar matching basis to the employee’s contribution.

B. The employee may select the deferred compensation plan from a list of plans provided by the City.

C. Employees may apply the City's contribution as they determine to be applied to medical, dental or life insurance premiums.

V. BILINGUAL ALLOWANCE

A. Eligibility

1. The department head shall designate certain unit employees to receive bilingual pay, who have been certified by the Human Resources Department as possessing the skills necessary to communicate effectively in English and a second language with the public in order to conduct the business of the City.

2. No more than one unit employee within an office will receive bilingual pay, unless it is determined by the department head that the need for an exception exists. An exception may occur within an office, wherein unit employees take different lunches and or work flex-schedules.

3. Human Resources Department shall certify, through examination, that the employee has a basic fundamental conversational skill level in the second language.

B. Compensation

1. Eligible employees assigned to Bilingual Allowance receive extra compensation of one hundred dollars ($100.00) per month above their base salary.

2. This extra pay compensation shall become effective the first pay period following the receipt of the Bilingual certificate and approval by the Director of Human Resources. This extra compensation shall terminate immediately upon the day the assignment is revoked by the Department Head.

C. Limitations

1. Eligible languages will be those languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of West Covina or those languages designated by the City Manager. Currently, these languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of West Covina are Chinese (Mandarin and Cantonese), Spanish, Tagalog, and Vietnamese. Should the eligible languages change, employees currently receiving bilingual pay for a language no longer identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections, will continue to receive bilingual pay. However, no additional employees will receive bilingual pay for use of that language.

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

VI. ACTING PAY ASSIGNMENT

A. Eligibility

1. Acting pay is intended to compensate those employees assigned to perform a significant portion of a higher level position having a greater degree of responsibility and independence and/or requiring a significantly higher level of expertise.

2. An acting appointment may be made to a higher class or position occupied by a person on temporary leave, disability, or the position is vacant. Such acting appointment made to a higher class or position occupied by a person on temporary leave or disability shall not exceed 12 months, unless extension is approved by the City Manager. An acting appointment made to a vacant position during recruitment for a permanent employee to fill the position shall not exceed 960 hours in a fiscal year. (Government Code section 20480.) Acting appointments shall be made from existing promotional lists, if available.

3. Should no promotional eligibility list exist, acting appointments shall be made in accordance with the provisional appointments section of the Personnel Rules, except as further approved by the City Manager. Upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume regular

duties, compensation and privileges as if he/she had continued his/her duties in his/her regular classification.

B. Compensation

1. General Unit Employees

General Unit employees assigned and approved by management in an acting status, shall be paid five percent (5%) above their base salary immediately effective upon the City Manager's approval until the completion of the appointment, provided such acting appointments are made in writing by Management with a copy to the Human Resources Department.

2. Attempt to Appoint Different Qualified Employees

Whenever practical, based on the experience and expertise required to perform the higher level duties, management will attempt to appoint different qualified employees to acting assignments based on the needs of the organization.

3. Limitations Appointments to Higher Level Positions

Acting appointments to higher-level positions do not require the assignment of another employee to cover the duties of the employee so assigned.

VII. LIMITATION ON ASSIGNMENTS

Assignments to extra pay positions are temporary, not a separate classification and do not have permanent status and are not subject to selection procedures, appeals, grievances or seniority. Assignments are not a property right and have no due process rights.

VIII. PERS RETIREMENT BENEFITS

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

A. Unused Sick Leave

Unused accumulated sick leave may be converted to additional service credit at the time of retirement pursuant to PERS Section 20862.8.

B. PERS RETIREMENT FORMULAS

2.5% at age 55 (West Covina Employees Hired Prior to January 1, 2011)

Unit members classified as miscellaneous employees by PERS shall participate in the 2.5% at age 55 PERS retirement benefit plan. The City shall pay 100% of the PERS employer cost. Each employee shall pay the full employee cost of eight percent (8%). Such contribution shall be made on a pre-tax basis.

Retirement benefits for Unit members classified as miscellaneous employees under the 2.5% at age 55 formula shall be computed using the One-Year Final Compensation Option.

2% at age 60 ("Classic" PERS Members)

Unit members classified as miscellaneous employees by PERS hired between January 1, 2011, and January 1, 2013, or having reciprocity with another PERS agency ("classic member") shall participate in the 2% at age 60 PERS retirement benefit plan. The City shall pay 100% of the PERS employer cost. Each employee shall pay the full employee cost of seven percent (7%). Such contribution shall be made on a pre-tax basis.

Retirement benefits for Unit members classified as miscellaneous employees under the 2% at age 60 formula shall be computed using the One-Year Final Compensation Option.

2% at age 62 (New PERS Members)

All Unit members classified as "new members," as defined by the Public Employees' Pension Reform Act of 2013, hired on or after January 1, 2013 shall participate in the 2% at age 62 PERS retirement benefit plan, with their final compensation based upon **the average of their highest annual compensation earned over a three (3) year period. New members will be required to pay the appropriate share of their pension** costs and other provisions, as required by the Public Employees' Pension Reform Act of 2013 Contributions shall be made on a pre-tax basis.

Cost-Sharing

Effective the first full pay period following ratification of the MOU and not earlier, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2022, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2023, both classic and new members shall pay an additional 1% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f). The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution as described above shall continue.

C. 4th Level Survivor Benefits

Fourth Level of 1959 Survivor Benefits PERS Section 21574 for employees covered by this agreement.

D. Military Buy Back

Military service credit as public service credit under PERS section 21024.

ARTICLE THREE

WORK WEEKS/SCHEDULES/OVERTIME/COMPENSATORY TIME

I. HOURS OF WORK POLICY

It is the policy of the City that the hours of work, as negotiated by unit employees or determined by the City Council for non-represented employees, shall constitute a week's work for all full-time employees, except that work days and work weeks of a different number of hours may be established in order to meet the varying needs of the different City departments.

II. WORK WEEKS

A. 7-Day Work Week

The work week for unit employees shall be a fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods.

B. 5/8 and 4/10 Work Schedules and Work Week

5/8 and 4/10 work schedules shall consist of a seven (7)-day work week of forty (40) hours that begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m., except as modified by management.

C. 4/10 Work Schedules — Unit Employees

It is understood that City Hall will remain open Monday through Friday, except for holidays, as set forth in this agreement.

The City Manager maintains the final authority to determine work schedules as required.

D. 9/80 Work Schedule

9/80 work schedule shall consist of a seven (7)-day work period of forty (40) hours as follows:

Employees working a 9/80 work schedule will have a regular day off every other week. For such employees working a 9/80 work schedule, each employee's designated work week shall begin exactly four hours after the start of his/her eight hour shift on the day of the week that corresponds to the employee's alternating regular day off.

E. 7-Day Work Period — Fixed and Regularly Recurring

The work periods shall be fixed and regularly recurring 7-day work periods as set forth in the aforementioned.

III. TIME WORKED

Maximum Time Worked — 7-Day Work Period

The maximum time worked per each 7 day work period which is paid at the straight time rate of pay shall be forty (40) hours inclusive of breaks and exclusive of time not considered work time.

III. CHANGE IN WORKING HOURS

Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be approved by management.

IV. BREAKS — REST PERIODS

A. Two 15-Minute Breaks — Rest Periods

1. Number of Breaks

   Unit employees may receive two break-rest periods for each scheduled workday actually worked, and a break-rest period of 15 minutes for each four consecutive hours of overtime worked as approved by management.

2. Non-accumulative

   Rest periods are not accumulative and shall not be added to any meal times, vacation, or any form of authorized absence from work unless authorized by management.

3. Not Used at Beginning and End of Workshift

   These breaks may not be used at the beginning or the end of work shift unless authorized by management.

B. Rest Period Procedure

1. Scheduled Not to Impair Service

   Rest periods are scheduled or rescheduled by management as job requirements dictate.

2. Length of Rest Period

   The rest period shall consist of fifteen minutes cessation of work and will include time involved in going to and coming from a rest area.

VII. OVERTIME

A. Overtime Policy

It is the policy of the City of West Covina to avoid the necessity for overtime work

whenever possible. However, when overtime is necessary and approved by

management, payment will be paid or compensatory time accrued at time and one-half for all hours worked in excess of the normal daily work shift. Only holidays and jury duty shall be considered hours worked for purpose of calculating overtime.

Bargaining unit members who are called out to work on an emergency basis outside of their regular scheduled shift as requested by the West Covina Police Department, West Covina Fire Department, or the West Covina City Manager or designee will be paid at time and a half.

B. Overtime Authorization

1. If in the judgment of management, work beyond the established work week is required by his/her employees, such work, except in the case of immediate emergency, shall be performed only with the prior authorization of management.

2. In emergencies, where prior authorization cannot be issued, management shall obtain approval for the overtime worked at the earliest opportunity thereafter, in no case to exceed five (5) calendar days after the day in which the overtime was worked.

3. An emergency shall be construed as an unforeseen combination of circumstances that calls for immediate action, as determined by management.

VI. USE OF COMPENSATORY TIME

A. Approval

Upon the approval of his/her supervisor, an employee may elect to receive compensatory time off in lieu of pay for overtime hours worked. Such compensatory time off shall be credited to the employee's account on a time and one-half basis, i.e., one and one-half hours for each overtime hour worked.

B. Once Comp Time is Approved No Request for Cash Payment

Once compensatory time off is selected and approved by management, the employee may not request cash payment. Upon separation, an employee shall be paid for accumulated, unused, compensatory time.

C. Use of Compensatory Time

Accumulated compensatory time may be utilized as paid leave on a straight time hour for hour basis at the mutual convenience of management and employees without such options being tied to sick leave usage. All compensatory time utilized as paid leave by an employee shall be debited from their accrued compensatory time bank.

VII. TIME WORK INCREMENTS

A. Increments — Less Than One Hour

1. All authorized time worked which is beyond the unit employee's work shift schedule which is less than one-hour increments shall be compensated in the following manner:

Time	Time Worked
0 - 10 minutes	0
11 - 20 minutes	¼ hour
21 - 30 minutes	½ hour
31 - 50 minutes	¾ hour
51 - 60 minutes	1 hour

2. Incidental Overtime — Not Compensable

   Incidental overtime is not compensable, and may not be credited as overtime. Incidental overtime is defined as overtime of less than ten minutes in any one day, which is non-recurrent in nature.

B. Increments Over One Hour

Any time worked increments, which are over one hour, shall be compensated in the same procedure as mentioned herein.

VIII. OVERTIME "COMPENSATORY TIME" ACCUMULATED AND PAYMENT

A. Eligibility

Unit employees may choose, in lieu of overtime payment, to have overtime hours worked converted to a compensatory time bank.

B. Accumulation

1. Total Hours Comp Time — General Employees

   General Unit employees may accumulate up to a total of forty (40) compensatory hours, unless otherwise set forth in this agreement. Accrued compensatory time in excess of forty (40) hours will be paid out within ninety (90) days after City Council approval of this MOU.

2. Compensatory Time at Termination

   All accumulated compensatory time which has not been utilized prior to a unit employee's employment termination from the City shall be paid off on a straight time basis at the employee's current hourly rate of pay.

3. Compensatory Time - Change in Classification
   Any unit employee who changes classification and who has accumulated any hours of compensatory time shall have all their accumulated

compensatory hours paid out at the hourly rate of pay of the prior classification.

IX. EMERGENCY OVERTIME REQUIREMENT

The City reserves the right to require unit employees to work overtime in an emergency as determined by management.

X. DEFINITIONS — Call-back, Stand-By, On-Call, and Court Stand-By "On-Call"

A. Call-back

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

2. Unit employees must physically return to the worksite in order to receive call-back pay.

B. Stand-by

1. Stand-by is an assignment given to unit employees by management requiring them to be accessible via phone, recall (pager) devices, or other methods approved by management.

2. Unit employees on a stand-by assignment shall be required to return to work immediately as directed by management.

3. Unit employees on stand-by assignment may be required to work related duties as directed by management.

C. On-Call

1. On-Call is an assignment given to unit employees by management requiring them to be accessible via phone; recall (pager) device; or other methods approved by management.

2. Unit employees on on-call status may be required to return to work immediately as directed by management.

D. Court Stand-by "On-Call"

Court stand-by "on-call" is when a unit employee is subpoenaed and placed on stand-by "on-call" time on job related matters during their assigned off duty non-work time.

XI. CALL-BACK COMPENSATION

A. General Employees Call-Back Pay

1. If an employee is required to return to work at the request of his/her department head while on regularly scheduled time off, the employee shall receive a minimum of two (2) hours pay at the rate of time-and-one-half.

2. Unit employees shall be compensated at the applicable rate for all time worked in excess of two (2) hours, which includes necessary travel time from the employee's home to the job site and return.

3. The minimum provided for herein shall not be paid more than twice during any one calendar day.

XII. COURT TIME PAY

Time spent in court beyond the regularly scheduled shift will be paid at a time and one-half rate with a two (2) hour minimum guarantee.

ARTICLE FOUR

FRINGE BENEFITS

I. FRINGE BENEFITS ADMINISTRATION PROVISION

A. Administration

The City reserves the right to select, administer, or fund any fringe benefits programs involving insurance that now exist or may exist in the future.

B. Selection and funding

1. In the administration of fringe benefits programs involving insurance, the City shall have the right to select any insurance carrier, self insure, or other method of providing coverage to fund the benefits provided, as long as the benefits of the plan are substantially the same.

2. The City may choose to exercise its right to select the insurance carrier and select Medicare as the City's Retirement Insurance Carrier for eligible unit employees and retirees. In such case, the employees and retirees who are eligible will be required to enroll in Medicare and continue to be eligible to participate in other City medical plans.

C. Changes

The City shall meet with the Associations prior to any change of insurance carrier or method funding coverage for any fringe benefits listed in this article.

II. CAFETERIA PLAN

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

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

A. Health Insurance

1. Any West Covina employee, hired before June 30, 2012, who does not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of six hundred dollars ($600) per month. This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

2. All employees hired on or after July 1, 2012, who do not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of

three hundred dollars ($300). This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

3. An employee who selects an Employee Only medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Employee Only medical premium or $600, whichever is greater.

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

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

6. Should the monthly City contribution exceed the monthly medical premium amount, any excess amount can be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

7. The City's contribution to medical premiums for all new unit employees hired on or after July 1, 2018 shall be capped in accordance with the following schedule:

Family	$1,250/month
2-Party	$950/month
Single	$550/month

B. Dental Insurance

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

C. Vision Insurance

The City shall pay for a Vision Plan for employees only. Employees may enroll eligible dependents in the Plan at the employee's expense.

IV. RETIREE HEALTH BENEFIT — CITY'S MONTHLY CONTRIBUTION

A. City Contribution Amount

Provided that employees represented by the Associations have participated in the Public Employees' Medical and Hospital Care Act (PERS Health Plan) with the City, the City will contribute an amount equal to the PEMCHA statutory minimum towards the payment of premiums for retiree health insurance under the Program.

B. If City No Longer in PERS Health Plan

Should the City withdraw from the PERS Health Plan during the term of this agreement, the City and Associations shall meet to determine what the monthly contributions toward the new medical health plan would be and when it would be effective.

V. RETIREE DENTAL INSURANCE BENEFIT

Employees that retire directly from City employment, shall be able to participate in a City Retiree Dental Insurance Plan based on retiree rates. This Plan shall include coverage for the retiree and eligible family members. The City shall not contribute to the monthly premium.

VII. EMPLOYEE HEALTH BENEFITS COMMITTEE AND STUDY

Should a new health benefit plan be selected by the City (medical and/or dental) the City agrees to meet and confer over how the City's current medical and dental insurance monthly premium contribution shall be applied to any new health benefit plan.

VIII. RETIREE HEALTH SAVINGS PLAN

**** The RHS Plan is subject to regulatory and provider regulations****

A.	Employee Contribution	$25 per month minimum
B.	Employer Contribution	$100 per month

C. Employer Lump Sum RHS Contribution

1. Employee must be a full-time West Covina City employee as of July 1, 2006, to qualify for this benefit.

2. Employee must take a service or disability retirement from the City of West Covina to qualify for this benefit.

3. Lump sum RHS contribution to the Plan to be paid by the City at the time of the qualifying employee's retirement (In the event of death prior to retirement lump sum paid immediately to spouse/dependents from the Plan.)

4. To obtain the lump sum benefit employee must retire from the City of West Covina by July 1, 2017, or after the first pay period following the employee's 62nd birthday, whichever comes first. Unit employees who are age 62 within the first six months of the program shall have six months beyond their 62nd birthday to retire before losing any lump sum entitlement.

5. Employees working beyond the sunset provisions under "D" above will have their lump sum amount reduced by $900 each year after the 10 year/age 62 provision until they retire.

6. AMOUNT OF BENEFIT

*Employee's Years of Service as of 7/1/07	Amount of Lump Sum Payment
5 - 9 years	$200 per year
More than 9 years - 14 years	$400 per year
More than 14 years - 19 years	$600 per year
More than 19 years	$800 per year

(maximum benefit $25,000)
* Break in service cannot exceed one year to qualify for continuous full-time service credit.
(Part-time hours do not count toward service credit)

7. Effective July 1, 2013, the PARS EPMC Supplemental Retirement Plan will be eliminated for all unit employees.

8. Effective July 1, 2013, employees that participated in the PARS EPMC Supplemental Retirement Plan will be eligible to receive lump sum contributions to their RHS account as follows:

   a. The City will contribute into the employee's RHS account a lump sum of three hundred dollars ($300) annually each July for a period of six (6) years.

   b. An employee must be an active employee of the City as of July 1st of each year to receive year's lump sum contribution.

   c. The maximum amount contributed under this provision shall be eighteen hundred dollars ($1,800).

   d. Should an employee leave the City prior to completion of the six (6) years, the employee will only receive this benefit for the years he/she was an employee of the City.

IX. SECTION 125 PLAN

A. The City has established a program consistent with Section 125 of the IRS Code, which enables employees to voluntarily use pre-tax earnings for medical, dental, vision, and dependent care expenses.

B. It is understood by the parties that participation in the Plan is voluntary for employees and the City will not be obligated to contribute to pay any employee costs for those who participate in the Plan.

X. STATE DISABILITY INSURANCE

The City agrees to make available at the employee's expense, SDI as provided through the State of California.

XI. LIFE INSURANCE

A. Term Policy

Within 30 days of approval of this agreement, the City will provide group term life insurance in an amount equal to the employee's annual salary or $50,000, whichever is greater.

B. Retired Employee Life Insurance - $500

The City shall provide all unit employees who retire from the City after the date of adoption of this Agreement a term life insurance policy in the amount of five hundred dollars ($500).

XII. LONG TERM DISABILITY INSURANCE

A. Benefit

The City shall provide for all unit employees a long-term disability insurance (LTD) plan, which provides sixty percent (60%) of monthly earnings, to a maximum benefit of five thousand dollars ($5,000) per month. Coverage becomes effective on the later of: 1) 180 days from the date of injury; or 2) the date your accumulated sick leave payments end, if applicable. Coverage after ninety (90) days may be purchased by the employee through payroll deduction.

B. More Specific Information

More specific information is set forth in the City of West Covina's Group Long Term Disability Plan booklet, available in the City's Human Resources Department.

XIII. UNIFORM ALLOWANCE — In Lieu of Issue

A. Fire Protection Specialist

1. Each January, employees in the classification of Fire Protection Specialist shall receive an annual uniform allowance of six hundred dollars ($600) per calendar year.

2. Should the Community Service Officer in the Non-sworn Safety Unit receive an increase to their uniform allowance during the term of this contract, the Fire Protection Specialist will receive the same increase in their uniform allowance.

B. Payment

Payment will be made in January of each calendar year. If an employee receiving such a payment terminates during the course of that year, the uniform allowance

will be prorated for those months served and the unearned balance will be deducted from the final paycheck for that employee.

C. Purpose of Uniform Allowance

1. The purpose of the uniform allowance is for those employees in classification receiving allowance to purchase and maintain their required City uniform in lieu of City issue.

2. It is the responsibility of all employees receiving uniform allowance to purchase and maintain uniforms per requirements and conditions set forth by management.

D. Uniform Requirements

Unit employees who are required to wear uniforms or who are provided uniform allowance must wear his/her uniform on duty unless permission to do otherwise has been received from the immediate supervisor. Employees who are on duty and do not comply with uniform requirements shall be subject to disciplinary action.

XIII. TUITION REIMBURSEMENT PROGRAM

A. Maximum Reimbursement

Employee's maximum annual tuition reimbursement (including books) shall be one thousand five hundred dollars ($1,500.00) per fiscal year.

B. Administrative Policy

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

XIV. MILEAGE REIMBURSEMENT — PRIVATE VEHICLE

A. Using Private Vehicles for Approved City Business

The City shall pay mileage reimbursement for City employees using private vehicles for authorized City business approved by management.

B. Mileage Reimbursement Rate

The mileage reimbursement rate shall be rates set forth by the IRS.

C. Administrative Policy

The specific details of the mileage reimbursement policy is set forth in Administrative Policy approved on February 8, 2003, and as amended thereafter.

XV. SAFETY BOOT ALLOWANCE

Each January of each calendar year, employees required by management to wear safety shoes/boots shall receive a boot allowance of one hundred fifty dollars ($150) per calendar year.

XVI. MISUSE OF BENEFITS

Employees who fraudulently gain or fraudulently attempt to gain for themselves or others by deception, omission, or fraud the benefits of the City's Workers' Compensation, retirement, medical, dental, or other insurance policies or any other benefit to which they would not otherwise be entitled shall be subject to: 1) denial of requested benefits; and/or 2) disciplinary action up to and including termination.

ARTICLE FIVE

LEAVE POLICIES

I. HOLIDAYS

A. Official Fixed Holidays

1. The City shall recognize the following days as official City fixed holidays.

   President's Day
   Memorial Day
   Independence Day
   Labor Day
   Veteran's Day
   Thanksgiving Day

2. Fixed Holidays— Full Shift Leave With Pay

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

3. City Hall and most City departments will be permanently closed from Christmas Day through New Year's Day. The Christmas Day and New Year's Day holidays will be part of this closure and thus have been removed from the list of fixed holidays, with the exception of New Year's Day when it falls on a Sunday. In this case New Year's Day will be observed on the following Monday. Christmas Eve will only be recognized as a Holiday when it falls on a Monday through Thursday in any given year.

4. Each year employees will receive a separate bank of holiday hours that can only be used to cover their absence from work from December 25th through January 1st. The amount of these separate holiday hours granted to each employee will be based on the employee's normal work hours on these days. The employee must be an active employee of the City of West Covina on the above dates to receive these holiday hours.

5. Any employee required to work between December 25th and January 1st on their normal work day(s) will receive compensatory time off or holiday pay based on actual hours worked up to a maximum of forty (40) hours.

6. Holiday in-lieu pay shall be limited to a maximum of twenty (20) hours per fiscal year. Any holiday in-lieu time in excess of twenty (20) hours must be taken as compensatory time off.

7. Should the City eliminate the above compensated holiday closure from December 25th through January 1st, the following fixed holidays shall be recognized.

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (unless Christmas falls on a Saturday, Sunday, or Monday)
Christmas Day

8. Fixed Holidays — 10 Hours Leave With Pay

Each fixed holiday granted to employees shall be ten (10) hours of time off with pay.

B. Floating Holiday Leave (Previously Referred to as "Personal Leave")

1. In addition to the City's fixed holidays, General Unit employees shall be eligible to use up to forty (40) hours of Floating holiday leave per each calendar year as approved by management.

2. Floating Holiday leave becomes usable January 1 of each calendar year and must be used by December 31 of the same calendar year. The hourly equivalent may not be paid in lieu of time off.

3. Floating Holiday leave may not be accumulated and carried over into the next calendar year. Any unused floating holiday leave time remaining at the end of each calendar year, if any, shall be null and void unless approved by City Manager.

4. New employees are not eligible to receive and use Floating Holiday leave until they have been continuously employed with the City for a period of one (1) month.

5. New employees appointed after the beginning of the calendar year are entitled to floating holiday leave at a rate of 1.385 hours per pay period of full-time employment.

C. Floating Holiday Leave — Reinstated Employees

Reinstated employees shall receive Floating Holiday leave credit for all prior service in the current year in ascertaining the number of hours usable and when they may be used.

D. Floating Holiday Leave — Terminating Employees

1. Terminating employees who have not used all the floating holiday leave that they are entitled to shall be paid off at the rate of 3.0 hours per month of employment in the current calendar year. If the employee's termination date is after the 18th of the month, the employee will receive floating holiday leave credit for that month.

2. If the terminating employee has taken more floating holiday leave time than he is entitled to, the amount of time taken in excess shall be deducted from vacation, sick leave pay-off, or salary when final payroll checks are computed.

E. Limitations on Holiday Leave

1. The holiday cash out option shall be limited to a maximum of two (2) days per fiscal year.

2. Holiday leave shall not apply to any employee hired on a part-time, temporary, extra help, hourly, or daily basis.

3. A temporary employee, who is filling a full-time position, during the absence of a regular employee on a military leave of absence for military duty, shall be entitled to the same holidays as a regular employee.

F. Paid Status Eligibility

Employees are eligible to receive holiday leave with pay only if they are in a "paid status" on the regularly scheduled workday or shift immediately preceding the holiday and the regularly scheduled workday or shift immediately following the holiday. "Paid status" includes vacation, sick leave, compensatory time, bereavement leave, jury duty and injured on duty.

G. Observation of Friday and Sunday Holidays

1. For those employees whose normal workweek is Monday through Thursday, when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.

2. When a holiday falls on a Friday, the preceding Thursday shall be deemed to be the holiday in lieu of the day observed.

3. For all other employees, when a holiday falls on a regularly scheduled day off, the employee shall be entitled to up to ten (10) hours straight compensatory time for the holiday based on the employee's regular work schedule. This compensation can be taken as up to ten (10) hours compensatory time or pay, at the discretion of the employee.

H. Holiday Scheduling

The City reserves the right to require employees to work on fixed holidays.

II. VACATION

A. Vacation Policy

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

B. Vacation Leave Earned and Accumulated

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

Months of Service	Hours Accumulated Per Pay Period	Hours Accumulated Per Month	Maximum Accruals
1 - 60*	3.08	6.67	280
61 - 108	4.62	10.00	280
109 - 120	4.92	10.67	280
121 - 132	5.23	11.33	280
133 - 144	5.54	12.00	280
145 - 156	5.85	12.67	280
157 +	6.15	13.33	280

* At completion of 60 months add 40 hours

C. Limitation — Vacation Leave Accrual

1. Employees shall not be allowed to accrue vacation leave beyond the stated maximums.

2. No employee shall lose earned vacation leave because of work urgency as approved by management. Work urgency is defined as the department's need to have the employee at work to perform duty assignments for a specified period of time.

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

D. Vacation Leave Accrual for Holidays

When a fixed holiday falls within a scheduled vacation period, absence on that day shall be charged to holiday hours. An employee must be on paid status on the day before and after the holiday to be compensated for the holiday.

E. Payment for Unused Vacation Leave Time at Termination

Any employee who is terminating his/her employment, shall be paid for accrued vacation leave time as of the effective date of termination.

F. Payment for Unused Vacation Leave Time

Upon the employee's request, he/she may be paid the straight time daily equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than forty (40) hours in any one calendar year..

G. Vacation Leave — Reinstated/Reemployed Employees

Any employee who is reinstated or reemployed under the provisions of these rules shall accrue vacation at the same rate as prior to his/her termination.

H. Vacation Leave — New Employees

New employees — Upon completion of six (6) consecutive months of full-time service, may be credited with one-half of the annual earnings and may begin using such accrual. Thereafter, employees may use vacation as they complete each month of service.

III. SICK LEAVE

A. Sick Leave Benefit

1. Sick leave is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article.

B. Sick Leave Earned

1. Employees shall accrue ninety-six (96) hours of sick leave per calendar year.

2. Following completion of thirty (30) calendar days of continuous full-time service, each City employee shall receive 3.69 hours per pay period of sick leave pay. Thereafter, for each pay period of service in which the employee has worked or has been paid for one-half (1/2) or more of the actual number of working days of such month, he/she shall continue to accrue 3.69 hours of credit for sick leave with pay.

3. Sick leave may be used by new employees following thirty (30) calendar days of employment.

4. Unused sick leave may be accumulated without limit.

C. Reinstatement of Sick Leave

1. Any employee who is reinstated to full-time City employment shall be given full credit for his/her unused accumulated sick leave at the time of termination, provided, however, that no payoff for accumulated sick leave was received upon termination.

2. Upon reemployment, an employee who has separated employment in good standing will have sick leave time reinstated in the amount accumulated at the time of separation up to a maximum of 320 hours. In the event that through the course of continued employment accumulated sick leave exceeds 320 hours, payoff for such excess accumulations shall be in accordance with the payoff provisions of the program, but in no case shall the aggregate of such amount(s) exceed that provided by the policy.

D. Sick Leave Annual Payoff Program

The employee Sick Leave Annual Payoff Program shall be administered as follows only for employees hired prior to July 1, 2025:

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular employee.

2. Sick leave used by an employee during each calendar year will be charged against the employee's current year earnings.

3. The maximum amount of sick leave hours cashed out each calendar year at the employee's hourly rate is sixty (60) hours.

4. Each employee must carry over to a sick leave "bank" a minimum of thirty-six (36) current year unused hours in December.

5. If thirty-six (36) hours per calendar year of unused sick leave are not available, the number of unused hours must be carried over to the sick leave bank.

8. Employees with a minimum of seventy-six (76) hours of unused current year sick leave accrual, all hours above seventy-six (76) hours to a maximum of ninety-six (96) hours of the current year's unused sick leave will automatically be transferred to the employee's RHS account.

9. Employees may opt to receive cash payment for any hours of unused current year sick leave accrual between thirty-six (36) and seventy-six (76) hours or leave these hours in their sick leave bank.

10. To qualify for this program, employees shall not be allowed to charge sick leave to other forms of paid leave.

E. Sick Leave Payoff Upon Retirement

Bargaining unit employees who were hired before July 1, 2018, upon termination of continuous service, other than by discharge, shall be paid for fifty percent (50%) of all sick leave accrued to the time of such termination which is in excess of three

hundred twenty (320) hours, but does not exceed a maximum accrual of eight hundred (800) hours. .

F. Use of Sick Leave

1. Approval

Sick leave can only be granted upon the approval of management or his/her designee in the case of bona fide illness or injury of the employee or in the event of the care or attendance of serious illness or death of a member of the employee's immediate family.

Appointments for medical, dental, ear, or vision care shall be made on the employee's day off when practicable. Sick leave shall only be authorized for such purposes when: 1) An employee is unable to take care of such appointments on his/her day off; and 2) an employee provided reasonable advance notice and received prior approval from the supervisor. Employees are to provide as much notice as practical for pre-scheduled appointments.

2. Physician's Certificate on Use of Sick Leave

Management may require evidence in the form of a physician's certificate, or written statement, as to reason for any employee's absence of two (2) or more consecutive working days for which sick leave was requested. A failure to supply or provide said certificate or written statement shall be grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.

3. Physical Examination May be Required

Any employee absent from work, due to illness or accident, may be required by management to submit to and successfully complete a physical examination before returning to active duty. The physical examination will be conducted by a physician of the City's choice, with all costs to be paid by the City.

G. Use of Sick Leave — Care of Immediate Family

1. No more than forty-eight (48) hours of sick leave within any calendar year may be granted to an employee for the care or attendance upon members of his/her immediate family.

2. The phrase "immediate family", for the use of sick leave, is defined as grandparent, parent, spouse, domestic partner, in-laws, child, stepchild, grandchild, brother, or sister.

H. Temporary Disability

1. A City employee who is entitled to temporary disability indemnity under Division 4, Part 2, Ch. 2 of the California Labor Code may elect to take that number of days or portions of days of his/her accumulated sick leave, or his/her accumulated vacation, as when added to his/her disability indemnity will result in payment to him/her of his/her full salary.

2. When his/her accumulated sick leave, or vacation, or both are exhausted, he/she is still entitled to receive disability indemnity.

I. Sick Leave Limitations

No employee shall be entitled to sick leave with pay while absent from duty on account of the following causes:

1. Sickness or disability sustained while on leave of absence, other than regular vacation leave or sick leave.

2. Disability or illness arising from compensated employment other than with the City of West Covina.

J. Sick Leave During Vacation

Sick leave shall not be used in lieu of or to extend vacation leave. However, an employee who becomes seriously ill on an approved vacation may contact his/her department head and request that sick leave be granted in lieu of vacation for the period of illness. Management has discretion in approving or disapproving such request.

K. Holiday During Sick Leave

Observed holidays occurring during sick leave shall not be deducted from employee's sick leave time.

L. Use of Sick Leave to Offset Disability Retirement

No employee shall use sick leave days to offset the date of disability retirement. The effective date of disability retirement shall be as soon as practicable after the City's physician has determined that the employee can no longer perform the duties of his/her or an alternate position.

IV. WORK RELATED DISABILITY LEAVE

A. Injury/Illness Arising Out Of and In The Course of Job Duties

Whenever employees of the City are disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, they shall be entitled, regardless of their period of service with the City, to leave of absence while so disabled, without loss of salary, as provided below.

B. Temporary Disability Compensation

1. Temporary disability compensation, if any, being considered as and credited to salary for this purpose — for the period of such disability, but not exceeding one (1) year, or until such earlier date as they are determined to be permanent and stationary and unable to return to their usual and customary duties.

2. The leave of absence hereby granted shall be in addition to, and shall not be charged to or deducted from, accumulated sick leave except as provided herein.

3. Such leave, however, shall not be paid for more than three (3) days unless and until such employees are determined by the City to be legally entitled to receive benefits under the Worker's Compensation Law of the State of California based upon such injury or illness. When and while applicable, this section shall supersede the provisions of the Grievance Procedure.

C. Salary Step Increases During Leave

Relative to unit employees, (1) promotion or step increases which would have come due during a disability leave shall take effect upon the day the employee returns to regular duties in accordance with existing rules; (2) holidays occurring during disability shall not be counted as disability leave days, but shall be considered as holidays for which time off has been utilized; and (3) vacation and sick leave benefits shall continue to accrue during periods of industrial disability leaves.

D. Review of Safety Committee

The first three (3) work days of absence of unit employees due to a disability shall be charged to the employee's usable accumulation of sick leave or other time off benefits; provided, however, that the Safety Committee or its sub-committee, upon request of the employee, shall review the circumstances of the injury. If the Safety Committee rules that the employee had no possible opportunity to prevent or reduce the injury through any alternative action, disability time off charged to the employee's time off benefits may be restored. Such restorations shall be limited to causes where no danger could have been anticipated or precautions and actions taken by the employee to prevent or reduce the injury. Appeal of Safety Committee determinations provided for in this section shall be made to the City Manager, whose decision shall be final.

V. BEREAVEMENT LEAVE

Bereavement leave up to forty (40) hours per occurrence will be available to an employee in the event of the death of said employee's immediate family member, which is defined as a grandparent, parent, spouse, domestic partner, in-laws, child, stepchild, grandchild, brother, or sister. If additional bereavement leave is necessary, sick leave may be used as approved by the Department Head. Evidence or proof may be requested.

VI. MILITARY LEAVE

A. State Military and Veteran's Code

Military leave with pay shall be granted in accordance with Section 395 of the State Military and Veteran's Code.

B. Inactive Military Service

1. Any unit employee who is on inactive duty such as scheduled reserve drill periods, and who has been in the service of the City for a period not less than one year immediately prior to the day on which the absence begins shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any such absence.

2. Pay for such purposes shall not exceed thirty (30) days in any one year of City service. All service of said public employee in the recognized military service shall be counted as City service.

3. The City may grant a military leave of absence without pay for an indefinite period of time to any employee who is called into active military service even though the employee does not meet the one (1) year of continuous service requirements.

C. Active Military Service

1. Each full-time officer or employee of the City who has been or is called to active military service with the Armed Forces of the United States in connection with the activation of the Military Reserves shall be entitled to military leave with full pay for the period of absence on military service in excess of the period covered by said Rule 10, Section 10.26.

2. The amount of pay each such employee shall be entitled to receive from the City for said additional period of military leave shall be the difference between the gross pay and allowances actually received by the officer or employee from the Unites States for such service and the gross wages that said employee would have received from the City Of West Covina if he or she had not been called to active military duty, subject to all necessary and appropriate deductions and withholdings.

3. The City shall also provide continued health and dental benefits to the employees' dependents, provided that the dependents were covered for those benefits prior to the employee being called to active duty. Further, contributions to deferred compensation from the Cafeteria Plan shall not be made during the time of activation.

4. The City shall not pay any wage or benefit provided for in this resolution until and unless the officer or employee who requests such payment provides satisfactory proof and documentation of eligibility to receive payment in accordance with procedures established by the City Manager.

VII. JURY DUTY

A. Jury Duty Policy

No deductions shall be made from the salary of an employee while on jury duty if he/she has waived or remitted to the City the fee for jury duty paid for hours the employee is scheduled to work. If he/she has not so waived or remitted the jury fee, he/she shall be paid only for the time actually worked in his/her regular position. An employee accepted for jury duty shall immediately notify management in writing whether or not he/she waives or remits his/her jury fee to the City.

B. Jury Fees Returned to the City

The City will grant an employee required to serve on jury duty, or to report for examination to serve on jury duty, up to one hundred sixty (160) hours of paid leave for such purposes per year. All fees received by the employee for jury duty, exclusive of mileage, shall be remitted to the City. City Administrative procedures will govern further details of this program.

VIII. FAMILY CARE LEAVE

A. Birth or Adoption

Leaves due to pregnancy or subsequent to the birth or adoption of a child for parental care purposes, will be granted for a reasonable period of time by the City Manager, provided such period, including paid leave and leave without pay, shall not exceed twelve (12) weeks in a twelve (12)-month period. Such leave shall not be conditioned on whether the employee is medically disabled but must be directly associated with the birth or adoption of a child.

B. Family Illness

Leaves due to serious health condition of a covered family member as defined under applicable California and federal law of an employee may be granted for a reasonable period of time by the City Manager, provided such period including paid and unpaid leave, shall not exceed twelve (12) weeks in any 12-month period. Only those employees with at least one year of continuous City employment shall be eligible. Certification from a health care provider that the employee's leave is necessary and the prospective length of such leave may be required upon request. Family care leave shall be administered in a manner consistent with Sections 12945, 12945.2 and 19702.3 of the California Government Code. California law shall prevail unless preempted by federal law.

C. Use of Paid Leave

1. Paid benefit time such as vacation, personal leave days, compensatory time and administrative leave may be taken during any family leave period so long as the total time off does not exceed twelve (12) weeks. Such leave must be used prior to an employee taking leave without pay except during the disability period of a female employee, which is in conjunction with the birth of a child. Sick leave may only be used during the disability period or as provided under Personnel Rules. All employees on family care leave are entitled to return to the same or comparable position.

2. More specific details on the Family Care Leave policy is set forth in City's Administrative Policy and Personnel Rules.

IX. SPECIAL LEAVE OF ABSENCE WITH PAY

When an employee has exhausted all sick leave and vacation time to which he/she is entitled, the City Council may, upon showing of good cause and justifiable and deserving circumstances, grant to such employee a leave of absence with pay for a period not exceeding six months and subject to such conditions as the City Council may deem advisable. If the special leave of absence request is in relation to an employee's disability accommodation then the leave shall be determined through the interactive process on a case-by-case basis. If temporary disability payments are paid to such employee during any such leave of absence with pay, they shall be credited to and considered a part of his/her salary, and the City shall pay only the difference which when added thereto would equal his/her full salary.

X. LEAVES OF ABSENCE WITHOUT PAY

A. Unauthorized Absence — Automatic Termination

Any employee absent from his/her job for more than two (2) working days without prior permission of the department head, shall be considered to have automatically terminated his/her employment with the City unless such leave is extended as approved by management for mitigating circumstance.

B. Unauthorized Absence — Other Disciplinary Action

Any unauthorized absence may be cause for disciplinary action.

C. Authorized Absence

1. Upon the request of the employee and the recommendation of the appointing authority, a leave of absence without pay may be granted by the Council or City Manager to an employee, who immediately preceding the effective date of such leave, shall have completed at least one year of continuous service.

2. An employee shall not be entitled to a leave of absence as a matter of right, but only upon good and sufficient reason.

3. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

D. Leave of Absence Without Pay - Duration

1. Request for leave of absence without pay shall be made as prescribed by the Human Resources Director, and shall state specifically the reasons for the request, the date when leave is desired to begin, and the probable date of return to work.

2. The Human Resources Director may approve the request of leave of absence without pay, of one hundred twenty (120) calendar days or less upon the recommendation of Department Head.

3. The City Manager may approve, upon recommendation of the Department Head, requests of more than one hundred twenty (120) calendar days, not to exceed one (1) full year.

4. The City Manager may later, due to mitigating circumstances, extend such leave of absence without pay for one (1) additional full year with the approval of the Department Head.

5. A physician statement shall be required of any employee who requests leave of absence without pay as a result of medical conditions.

6. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

E. Leave of Absence — Employee Injured on Job

The City Council may grant a leave of absence without pay for an indefinite period of time to any employee who is injured on the job, or has a serious illness even though the employee does not meet the one-year of continuous service requirements.

F. Accrual of Benefits

Leave of absence without pay granted by the City shall not be construed as a break in service of employment, and rights accrued at the time leave is granted shall be retained by the employee; however, vacation credits, sick leave credits, increases in salary and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee reinstated after leave of absence without pay shall receive the same step in the salary range he/she received when he/she began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's salary anniversary date shall be set forward one month for each thirty (30) consecutive leave days taken.

XI. FAILURE TO RETURN FROM LEAVE

1. Failure of the employee to return to his/her employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service, unless such leave is extended as approved by management for mitigating circumstances.

2. The City reserves the right to revoke or cancel any authorized leave for reasons which the City finds to be sufficient.

ARTICLE SIX

GENERAL PROVISIONS

I. WAIVER PROVISION ON BARGAINING DURING TERM AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the terms of this Agreement, the Association hereby agrees not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Memorandum of Understanding.

During the term of this Agreement, the parties agree to meet and confer regarding updates to various policies and rules when requested by the City.

II. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national or local emergency, or similar circumstances as determined by management, the provisions of this Memorandum of Understanding, which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet with the City regarding the impact on employees of the suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

A. MOU Remains in Full Force and Effect

Should any article, section, subsection, subdivision, sentence, clause, phrase or provision of this Memorandum of Understanding be found in conflict or inconsistent with such applicable provisions of Federal or State law or otherwise held to be invalid, unenforceable, inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

B. Successor Provision

In the event any provision shall have been found to be inoperative, void or invalid as aforementioned, the City and the Association shall, upon the request of either party, meet and confer in an effort to agree upon a successor provision.

IV. PROVISIONS OF MEMORANDUM

A. Sole and Entire Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and Memoranda of Understanding, oral or written, expressed or implied, between the parties, and shall govern their entire relationship and any and all rights or claims which may be asserted hereunder or otherwise. This Memorandum of Understanding is not intended to cover any matters preempted by Federal or State law.

The Parties reached agreement on a consolidated MOU to include all mutually agreed side letters signed between 2016 and 2020 with the intention of maintaining the existing terms and conditions of employment contained in the July 1st 2014 to June 30, 2015 MOU except as modified by said side letters and this MOU. Unless the Parties agreed otherwise in this MOU, if the terms and conditions contained in the consolidated MOU differ from those established in one or more of the side letters or in the July 1, 2014 to June 30, 2015 MOU, the terms of the former will prevail and the Parties will meet to correct the issue in the consolidated MOU. This paragraph is intended only to cover the initial term of the consolidated MOU and will become ineffective on June 30, 2024.

B. Personnel and Departmental Rules

1. It is understood and agreed that there exist within the City, in written form, Personnel and Departmental Rules.

2. Except as specifically modified by this Memorandum of Understanding (MOU) these rules and regulations and any subsequent amendments thereby, shall be in full force and effect.

3. Before any new or subsequent amendments to these Personnel and/or departmental rules and regulations, which directly affect wages, or significantly alter hours, and terms and conditions of employment are implemented, the City shall meet with the Association regarding such changes.

4. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met with the Association as required.

V. AMENDMENTS TO MEMORANDUM OF UNDERSTANDING

The provisions of this Memorandum of Understanding can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the designated representatives of the City and the Association.

VI. RATIFICATION AND IMPLEMENTATION

A. Acknowledgement

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

B. Mutual Recommendation

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

C. Ratification

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and the Association and entered into on July 16, 2025.

D. Term or Memorandum of Understanding

The term of this Memorandum of Understanding shall be for a period of four (4) years, commencing on July 1, 2024, and terminating after June 30, 2028 at 11:59 p.m.

APPENDIX "A"

CITY OF WEST COVINA
GENERAL EMPLOYEE'S BARGAINING GROUP

The following are those classifications that have been recognized by the City to be assigned to the General Employee Unit:

JOB TITLES/CLASSIFICATIONS

Account Clerk
Administrative Technician
Code Enforcement Officer
Office Assistant I
Office Assistant II

Community Planner
Community Services Coordinator

Computer Systems Technician

Head Cook

Economic Development Specialist

Fire Protection Specialist
Fleet Services Coordinator
Housing Program Coordinator (CDBG)
Operations Technician
Parking Enforcement Officer

Planning Assistant
Planning Associate

Administrative Assistant I
Senior Account Clerk

APPENDIX B

Effective September 13, 2025 - 2 % COLA Step 6*							
		MONTHLY PAY RANGE					
POSITION TITLE	GRADE CODE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Account Clerk	GN03	$3,533	$3,711	$3,895	$4,090	$4,295	$4,424
Administrative Assistant I	GN04	$3,766	$3,954	$4,151	$4,359	$4,578	$4,715
Administrative Technician	GN03	$3,533	$3,711	$3,895	$4,090	$4,295	$4,424
Code Enforcement Officer	GN09	$4,718	$4,954	$5,202	$5,461	$5,734	$5,906
Community Enhancement Officer	GN09	$4,718	$4,954	$5,202	$5,461	$5,734	$5,906
Community Services Coordinator	GN13	$4,906	$5,152	$5,409	$5,679	$5,964	$6,143
Economic Development Specialist	GN12	$4,794	$5,034	$5,286	$5,550	$5,827	$6,002
Fire Protection Specialist	GN14	$5,203	$5,462	$5,735	$6,023	$6,324	$6,514
Fleet Services Coordinator	GN17	$5,705	$5,989	$6,288	$6,603	$6,934	$7,142
Head Cook	GN08	$4,201	$4,410	$4,632	$4,863	$5,106	$5,259
Housing Program Coordinator	GN18	$5,957	$6,255	$6,567	$6,895	$7,240	$7,457
Office Assistant I	GN01	$2,758	$2,896	$3,040	$3,193	$3,352	$3,452
Office Assistant II	GN02	$3,160	$3,318	$3,484	$3,658	$3,841	$3,957
Parking Engorcement Officer	GN11	$3,522	$3,699	$3,883	$4,078	$4,282	$4,410
Planning Aide	GN06	$3,894	$4,089	$4,294	$4,508	$4,735	$4,877
Planning Assistant	GN15	$5,242	$5,503	$5,779	$6,068	$6,372	$6,563
Planning Associate	GN16	$5,618	$5,899	$6,192	$6,503	$6,829	$7,034
Police Officer Recruit	GN10	$4,752	$4,989	$5,239	$5,501	$5,775	$5,949
Senior Account Clerk	GN05	$3,823	$4,015	$4,215	$4,426	$4,647	$4,787
Victim Advocate	GN07	$3,969	$4,168	$4,376	$4,594	$4,825	$4,969

*Eligible for Step 6 based on employee's hire date/next evaluation date

Effective July 1, 2026 - 2 % COLA Step 7								
		MONTHLY PAY RANGE						
POSITION TITLE	GRADE CODE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Account Clerk	GN03	$3,604	$3,785	$3,973	$4,172	$4,381	$4,513	$4,648
Administrative Assistant I	GN04	$3,841	$4,033	$4,234	$4,447	$4,669	$4,809	$4,954
Administrative Technician	GN03	$3,604	$3,785	$3,973	$4,172	$4,381	$4,513	$4,648
Code Enforcement Officer	GN09	$4,812	$5,053	$5,306	$5,570	$5,849	$6,025	$6,205
Community Enhancement Officer	GN09	$4,812	$5,053	$5,306	$5,570	$5,849	$6,025	$6,205
Community Services Coordinator	GN13	$5,004	$5,255	$5,517	$5,793	$6,083	$6,266	$6,454
Economic Development Specialist	GN12	$4,890	$5,134	$5,391	$5,661	$5,944	$6,122	$6,306
Fire Protection Specialist	GN14	$5,307	$5,571	$5,850	$6,144	$6,450	$6,644	$6,843
Fleet Services Coordinator	GN17	$5,819	$6,109	$6,414	$6,736	$7,073	$7,285	$7,503
Head Cook	GN08	$4,285	$4,499	$4,724	$4,961	$5,208	$5,364	$5,525
Housing Program Coordinator	GN18	$6,076	$6,380	$6,698	$7,033	$7,385	$7,606	$7,834
Office Assistant I	GN01	$2,813	$2,954	$3,100	$3,256	$3,419	$3,521	$3,627
Office Assistant II	GN02	$3,223	$3,384	$3,554	$3,731	$3,918	$4,036	$4,157
Parking Engorcement Officer	GN11	$3,593	$3,772	$3,961	$4,160	$4,368	$4,499	$4,634
Planning Aide	GN06	$3,972	$4,171	$4,380	$4,599	$4,830	$4,974	$5,124
Planning Assistant	GN15	$5,347	$5,613	$5,895	$6,189	$6,499	$6,694	$6,895
Planning Associate	GN16	$5,731	$6,017	$6,316	$6,633	$6,965	$7,174	$7,390
Police Officer Recruit	GN10	$4,847	$5,089	$5,343	$5,611	$5,891	$6,067	$6,249
Senior Account Clerk	GN05	$3,899	$4,095	$4,299	$4,514	$4,740	$4,882	$5,029
Victim Advocate	GN07	$4,048	$4,251	$4,463	$4,686	$4,921	$5,069	$5,221

Effective July 1, 2027 - 2 % COLA Step 8									
		MONTHLY PAY RANGE							
POSITION TITLE	GRADE CODE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Account Clerk	GN03	$3,676	$3,861	$4,053	$4,255	$4,469	$4,603	$4,741	$4,883
Administrative Assistant I	GN04	$3,918	$4,113	$4,319	$4,536	$4,763	$4,906	$5,053	$5,204
Administrative Technician	GN03	$3,676	$3,861	$4,053	$4,255	$4,469	$4,603	$4,741	$4,883
Code Enforcement Officer	GN09	$4,908	$5,154	$5,412	$5,682	$5,966	$6,145	$6,329	$6,519
Community Enhancement Officer	GN09	$4,908	$5,154	$5,412	$5,682	$5,966	$6,145	$6,329	$6,519
Community Services Coordinator	GN13	$5,104	$5,360	$5,628	$5,909	$6,205	$6,391	$6,583	$6,780
Economic Development Specialist	GN12	$4,988	$5,237	$5,499	$5,774	$6,063	$6,245	$6,432	$6,625
Fire Protection Specialist	GN14	$5,413	$5,683	$5,967	$6,266	$6,579	$6,777	$6,980	$7,190
Fleet Services Coordinator	GN17	$5,935	$6,231	$6,542	$6,870	$7,214	$7,431	$7,653	$7,883
Head Cook	GN08	$4,371	$4,589	$4,819	$5,060	$5,312	$5,472	$5,636	$5,805
Housing Program Coordinator	GN18	$6,197	$6,507	$6,832	$7,174	$7,532	$7,758	$7,991	$8,231
Office Assistant I	GN01	$2,870	$3,013	$3,162	$3,322	$3,487	$3,592	$3,700	$3,810
Office Assistant II	GN02	$3,288	$3,452	$3,625	$3,805	$3,997	$4,116	$4,240	$4,367
Parking Engorcement Officer	GN11	$3,664	$3,848	$4,040	$4,243	$4,455	$4,589	$4,726	$4,868
Planning Aide	GN06	$4,052	$4,254	$4,468	$4,691	$4,926	$5,074	$5,226	$5,383
Planning Assistant	GN15	$5,454	$5,725	$6,013	$6,313	$6,629	$6,828	$7,033	$7,244
Planning Associate	GN16	$5,845	$6,137	$6,443	$6,765	$7,105	$7,318	$7,537	$7,764
Police Officer Recruit	GN10	$4,944	$5,190	$5,450	$5,723	$6,009	$6,189	$6,374	$6,566
Senior Account Clerk	GN05	$3,977	$4,177	$4,385	$4,605	$4,835	$4,980	$5,129	$5,283
Victim Advocate	GN07	$4,129	$4,336	$4,553	$4,780	$5,020	$5,170	$5,325	$5,485

Side Letter of Agreement
Between the
City of West Covina
and the
City of West Covina General Employees' Association

This side letter of agreement ("Agreement") memorializes an agreement entered into between the City of West Covina ("City") and the City of West Covina General Employees' Association ("Association") (collectively "Parties"} with respect to the following:

WHEREAS, the Parties entered Into a Memorandum of Understanding with a term of July 1, 2024 to June 30, 2028 ("MOU"}; and

WHEREAS, the Parties have met and conferred in good faith concerning the terms and conditions of this Agreement and its implementation; and

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

NOW THEREFORE, the Parties have agreed as follows:

Within 30 days after ratification of this Agreement, all current employees covered by the Association who were employed by the City as of November 2, 2021 and who received $4,00.00 (Four Hundred Dollars) in one-time non-PERSable pay pursuant to Article Two, Section 1 of the MOU, The employees will receive the one-time payment on a check separate from their paycheck.

All other terms of the MOU other than the aforementioned terms would remain the same.

CITY OF WEST COVINA

Milan Mrakich, Acting City Manager — Date

Peter Q. Nguyen, Chief Negotiator — Date

GENERAL EMPLOYEE ASSOCIATION

Victoria De Frank, Chief Negotiator — Date

Thomas Stapleton, President — Date

Miriam Machado, Vice President — Date

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 2, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **REPORT REGARDING EMERGENCY REPAIRS AT WEST COVINA SPORTSPLEX PAVILION DUE TO DAMAGE SUSTAINED DURING JANUARY 7, 2025 WIND EVENT**

RECOMMENDATION:

Staff recommends that the City Council receive and file this staff report regarding the emergency repair work completed by XFS Global at the West Covina Sportsplex Pavilion due to damages caused by the January 7, 2025 wind event.

BACKGROUND:

On January 7, 2025, the City of West Covina experienced a major windstorm with gusts reaching 60-70 mph, leading to downed trees, power outages, and widespread damage to public infrastructure, including the West Covina Sportsplex Pavilion. The continuation of the windstorm and related damage and clean-up required the City of West Covina's declaration of a local emergency on January 8th.

DISCUSSION:

Section 2-357(b) of the West Covina Municipal Code authorizes the City Manager, in cases of an emergency when it is impractical to convene a meeting of the City Council, to order the repair or replacement of a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. Pursuant to Section 2-357(b), if the City Manager takes such action, the City Manager is required to report to the City Council at its next regularly scheduled meeting the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary for respond to the emergency.

The damage to the Sportsplex included significant structural impairment to the Pavilion’s roofing and support components, posing safety risks and requiring immediate action. Staff worked with FEMA for remediation and mitigation options, but due to high cost and timeframe for repairs, insurance was utilized to get the Sportsplex Pavilion operational.

Due to the urgent nature of the damage and safety concerns, the Acting City Manager authorized the emergency repair services. XFS Global was retained to perform the repairs, which included removal of debris, structural stabilization, roof restoration, and associated safety inspections.

The project was covered under the City's property insurance policy. The total project cost of $400,746.61 less the deductible of $10,000 and the cost of the labor and materials bond required by statute for public

works repair projects in the amount of $9,774.26 is being reimbursed by the insurance provider.

As outlined above, the emergency repairs to the West Covina Sportsplex Pavilion were necessary to address public safety concerns due to the damage to the Pavilion structure caused by the January 7, 2025 wind event. The construction services agreement is included as Attachment No. 3.

The Acting City Manager is presenting this report as required by Section 2-357(b). Staff recommends that the City Council receive and file this report.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation, or
2. Provide alternative direction

Prepared by: Renee M. G. Chavez, Management Analyst I
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

The fiscal impact to the City is $19,774.26 includes payment of the $10,000 insurance deductible and the cost of the labor and materials bond required by statute, $9,774.26. These expenses will be covered through account number 242.504.61.51.10.39.61.61200 that has sufficient funding budgeted. The remaining repair costs are being paid by the City's insurance provider. No additional allocation is required.

Attachments

Attachment No. 1 - Aerial Photo of Sportsplex Prior to Wind Event

Attachment No. 2 - Damage Photos

Attachment No. 3 - Construction Services Agreement - XFS

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

West Covina Sportsplex - Pavilion



Indoor Soccer/Multi-Sport Pavilion



West Covina Sportsplex Pavilion Tent Damage



West Covina Sportsplex Pavilion Tent Damage



West Covina Sportsplex Pavilion Tent Damage

CONSTRUCTION SERVICES AGREEMENT BETWEEN CITY OF WEST COVINA AND XFS GLOBAL, LLC FOR EMERGENCY REPAIRS TO WEST COVINA SPORTSPLEX PAVILION

THIS CONSTRUCTION SERVICES AGREEMENT (herein "Agreement") is made and entered into as of July 29, 2025 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation (herein City"), and XFS GLOBAL, LLC, a Virginia limited liability company (herein "Contractor").

RECITALS

A. Pursuant to Section 2-357(b) of the West Covina Municipal Code, when it is impractical to convene a meeting of the City Council, the City Manager has the power to order the repair or replacement of a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

B. The Acting City Manager has determined an emergency, as defined in California Public Contract Code section 1102, exists at the West Covina Sportsplex Pavilion due to significant damage to the roof system, fabric panels, and associated equipment caused by the severe windstorms that occurred in January 2025.

C. As authorized by Section 2-357(b) of the West Covina Municipal Code, the Acting City Manager has ordered the repair of the West Covina Sportsplex Pavilion.

D. City desires to contract with Contractor to furnish construction and related services for the emergency repairs to the West Covina Sportsplex Pavilion as described herein (the "Project").

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

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

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, 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" and collectively as the "Scope of Services." 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) Contractor's Proposal, attached hereto as Exhibit A and incorporated herein;
(c) Certificates of Insurance, attached hereto as Exhibit B and incorporated herein;
(d) Labor and Materials Payment Bond, attached hereto as Exhibit C and incorporated herein;
(e) 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
(f) 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. With the exception of any warranties provided therein, any terms or conditions contained in Contractor's Proposal, or incorporated by reference therein, shall be of no force and effect.

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. 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 Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) fully

understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should 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. 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. Contractor shall not receive compensation for any services provided outside the Scope of Services unless such additional services, including change orders, are approved in writing by the City prior to Contractor performing the additional services. All change orders are subject to the requirements of West Covina Municipal Code Section 2-358. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 Prevailing Wage Requirements.

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

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or

classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the Project site(s).

(c) Legal Working Day. In accordance with the provisions of California 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 California 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 California 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 California Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of California 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 California Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to California 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 California 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 California Labor Code Section 1776.

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

2.0 COMPENSATION

2.1 Contract Sum. City agrees to pay Contractor Four Hundred Thousand Seven Hundred Forty-Six Dollars and Sixty-One Cents ($400,746.61) for the services rendered pursuant to this Agreement (herein "Contract Sum"). The Contract Sum shall include the

attendance of Contractor at all Project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Invoicing and Payments. City agrees to pay the Contract Sum in three (3) payments, as follows: (a) the first payment will be in the amount of Fifty-Four Thousand Seven Hundred One Dollars and Twenty-Six Cents ($54,701.26) ("Payment #1"); (b) the second payment will be in the amount of Fifty-Seven Thousand Five Hundred Forty-Two Dollars and Two Cents ($57,542.02) ("Payment #2"); and (c) the third payment will be in the amount of Two Hundred Eighty-Eight Thousand Five Hundred Three Dollars and Thirty-Three Cents ($288,503.33). Contractor may invoice City for Payment #1 following execution of this Agreement. Contractor may invoice City for Payment #2 prior to shipping the materials necessary for the Project. Contractor may invoice City for Payment #3 once the work has been completed to the City's satisfaction. City will pay each invoice within thirty (30) days of receipt. Contractor acknowledges and agrees that all payments required herein will be made by City and/or its third-party administrator, including in the form of two-party checks.

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 by August 29, 2025. Contractor shall perform the services in accordance with the Schedule of Work set forth in Exhibit A. When requested by Contractor, extensions to the time period(s) specified in the Schedule of Work may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period(s) specified in the Schedule of Work 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 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 Contractor within ten (10) days of the commencement of such delay notifies the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. Contractor shall not be entitled to any damages or increase in compensation due to force majeure.

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

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are

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

Derek Kehoe

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 of City. Contractor shall keep the Contract Officer informed of Contractor's progress on the services. 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.

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 Contractor or any surety of Contractor of any liability hereunder without the City's express consent.

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

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

4.6 Trenches or Excavations. Pursuant to California 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 California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

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

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

4.7 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) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a $2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended.

(b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) If required to meet the limits specified herein, umbrella or excess liability insurance with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. If Contractor obtains and maintains an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

(d) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for Contractor's employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, Contractor certifies as follows:

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

Contractor shall also comply with Section 3800 of the California 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 Contractor to comply with this section.

If 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 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 Contractor pursuant to its contract with the City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor.

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

(c) Primary Coverage: 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: 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 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 Contractor may appeal such determination to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

6.0 BONDS; WARRANTY

6.1 Labor and Materials Bond. Concurrently with execution of this Agreement, Contractor shall deliver to City 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 in a form approved by City. The bond 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 bond shall be unconditional and remain in force during the entire term of the Agreement and shall be released or exonerated only if Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.2 Sufficiency of Surety. The surety must be authorized to issue bonds in California. In addition, the surety 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 Guarantee and Warranty. Contractor shall guarantee its work for a period of one (1) year following the project completion date. The project completion date shall be the date the City Council accepts the work.

(a) Contractor warrants that all products it manufactures shall be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the project completion date. "Normal use and service" refers to use that conforms to Contractor's installation instructions, technical specifications, and recommended environmental guidelines.

(b) If a product or component is found to be defective within the warranty period, Contractor's sole obligation shall be, at its discretion, to repair or replace the affected item. The total value of the remedy will not exceed the original purchase price of the component. Contractor is committed to resolving claims promptly and collaboratively and will work with the City to minimize disruption.

(c) All warranty claims are subject to Contractor's right to inspect the product. The City agrees to provide reasonable access and cooperation for inspection. Contractor will make reasonable efforts to schedule inspections at a mutually convenient time.

7.0 INDEMNIFICATION

Contractor agrees to defend, with legal counsel of City's choosing, indemnify, and 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 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 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 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 Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

This provision shall supersede and replace all other indemnity provisions contained in any other document, which shall be of no force and effect.

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

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

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

(d) Contractor's duty to defend and indemnify as set forth herein shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

8.0 RECORDS AND REPORTS

8.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer may require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts,

circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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

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

9.0 ENFORCEMENT OF AGREEMENT; TERMINATION

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

9.2 Notice of Default and Cure Period. If either party fails to perform its obligations hereunder, the nondefaulting party may provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, provided the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in

this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement, and/or to call upon any completion or payment bond or other security for performance thereof. Compliance with the provisions of this Section shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

9.3 Termination for Default of Contractor. If termination is due to the failure of 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 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 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 at any time before Contractor ships the materials required for the Project upon giving Contractor written notice of termination of the Agreement. Upon receipt of the notice of termination, Contractor shall cease all work pursuant to the Agreement. Upon such termination by the City, Contractor shall not be entitled to any remedies, claims, actions, profits, or damages. If City terminates the Agreement for convenience as set forth in this Section, Contractor shall refund the amount paid by City to Contractor for Payment #1 within thirty (30) days of the termination.

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

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

any other provision of this Agreement.

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

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

9.9 Liquidated Damages. Contractor agrees that failure to complete work within the time allowed herein will result in damages being sustained by the City. Contractor further agrees that the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement. Therefore, Contractor agrees that it and its sureties shall be liable for and shall pay to the City liquidated damages in the amount of Five Hundred Dollars ($500.00) for each calendar day of delay in the performance of any service required hereunder. The City may withhold from any amounts payable on account of services performed by 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 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

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

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

11.0 MISCELLANEOUS PROVISIONS

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

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

To Contractor:
XFS Global, LLC
70 Douglas Way
Natural Bridge Station, VA 24579
Attn: Derek Kehoe

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 California 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 California 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 Contractor without further acknowledgment by the parties.

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

11.8 Legal Responsibilities. 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. 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 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, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

[Signature page follows.]

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

CITY OF WEST COVINA,
A municipal corporation

Date: 7-30-25

Milan Mrakich
Acting City Manager

CONTRACTOR

Sterling J. Lock

Date: 07/30/2025

Signature

Sterling J Lock, CFO

Name and Title

ATTEST:

Monique De La Rosa
Deputy City Clerk

APPROVED AS TO FORM:

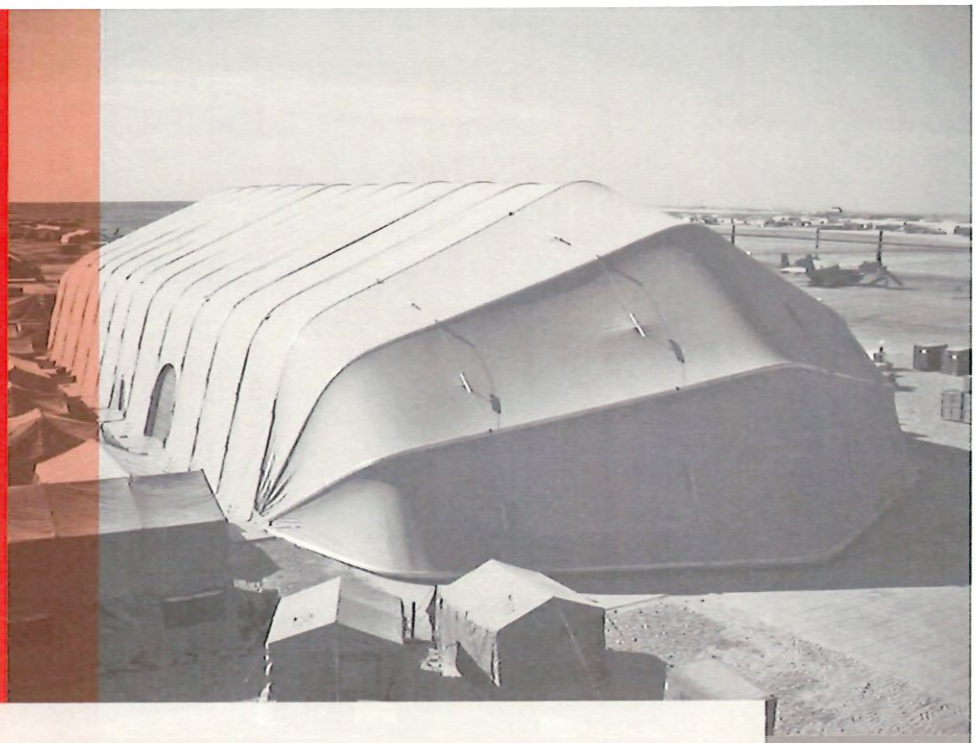
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

Carmelita Underwood
Risk Management

EXHIBIT A

CONTRACTOR'S PROPOSAL



West Covina – Emergency Repairs
June 05, 2025

XFS GLOBAL





SCOPE OF WORK AND SCHEDULE

SERVICE - SCHEDULE OF WORK				
Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
Service Week 1 Day 1	**Day 2**	**Day 3**	**Day 4**	**Day 5**
Travel	Equipment Start Inventory	Finish inventory	Continue removal of damaged panels from Structure 1 (Astro)	Complete removal of damaged panels from Structure 1
		Start removal of damaged panels from Structure 1 (Astro)		Complete inspection of the panel area that is being replaced.
Service Week 2 Day 6	**Day 7**	**Day 8**	**Day 9**	**Day 10**
Begin preparation of new panel install. (Unbag, unfold, inspect panel)	Begin preparation of new panel install. (Unbag, unfold, inspect panel)	Begin preparation of new panel install. (Unbag, unfold, inspect panel)	Begin preparation of new panel install. (Unbag, unfold, inspect panel)	Begin preparation of new panel install. (Unbag, unfold, inspect panel)
Replace panel one.	Replace panel two.	Replace panel three.	Replace panel four.	Replace 1st Half-round.
Service Week 3 Day 11	**Day 12**	**Day 13**	**Day 14**	**Day 15**
Begin preparation of new panel install. (Unbag, unfold, inspect panel)	Replacing of the roof exhaust vents	Replacing of the roof exhaust vents	Final inspection of the Structure 1.	Removal of round panels on Structure 2
Replace 2nd Half-round.			Cleanup of area. Move equipment to the next structure.	Begin preparation of new panel install. (Unbag, unfold, inspect panel)
Service Week 4 Day 16	**Day 17**	**Day 18**	**Day 19**	**Day 20**
Replace 1st half-round	Final inspection of Structure 2	Removal of round panels on Structure 3	Replace 1st half-round	Final inspection of Structure 3
Replace 2nd half-round	Cleanup of area Move equipment to the next structure.	Begin preparation of new panel install. (Unbag, unfold, inspect panel)	Replace 2nd half-round	Cleanup of area
Service Week 5 Day 21	**Day 22**	**Day 23**	**Day 24**	**Day 05**
Disposal of all the old fabric replaced.	Final walk-through, equipment removal	Inclement Weather	Inclement Weather	Inclement Weather

XFS Global LLC
70 Douglas Way
Natural Bridge Station VA 24579
Ph: 540-276-8358
Email: sales@xfactorsg.com

Sales Quote

SALES QUOTE#:
100080
SALES QUOTE DATE
7/4/2025

Sales POC: Philip Lord
Email:
Phone: +1

Bill To: **West Covina**

Ship To **West Covina**
Westt Covina CA 91792

Customer ID	P.O. Ref#	RFQ Number	Payment Terms	Quote Valid Until
C1051			50% Deposit	08/05/2025

	Item No.	Description	Quantity	UoM	Price ()	Total (USD)
		0-100 & 062 Parts/Service				
1	CNST-968	O-100 110'Wide X 20' Bay Main Panel	4		$ 14,482.87	$ 57,931.49
2	CNST-65RND	O62 Fastrack 65' X Round End Panel	3		$ 17,157.68	$ 51,473.03
3	XF-Install	9 Techs / 25 Days	1	EA	$ 278,727.07	$ 278,727.07
4	XF-Services	Bonds - 2.5%	1	EA	$ 9,774.26	$ 9,774.26

Additional Comments:

Subtotal	$ 397,905.85
Less Discounts	$ -
Tax	$ -
Shipping	$ 2,840.76
Payment & Credits	$ -
TOTAL AMOUNT	**$ 400,746.61**

Terms and Conditions

XFS Terms & Conditions: https://www.xfactorsg.com/terms-conditions/

EXHIBIT B

CERTIFICATES OF INSURANCE

XFSGLOB-02 SGIERDAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shelby Gierdal	
Christensen Group, Inc. 9855 W 78th Street Suite 100 Eden Prairie, MN 55344-8004	PHONE (A/C, No, Ext): (952) 653-1169	FAX (A/C, No):
	E-MAIL ADDRESS: sgierdal@christensengroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED	INSURER B : Transportation Insurance Co	20494
XFS Global LLC 70 Douglas Way Natural Bridge Station, VA 24579	INSURER C : Scottsdale Insurance Co.	41297
	INSURER D : Underwriters at Lloyds London	15642
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	7064196424	3/1/2025	3/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X	X	7064197346	3/1/2025	3/1/2026	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X		XLS2006634	3/30/2025	3/30/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A	N/A		7063596372	3/1/2025	3/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Prof Liability			ANE0173	3/26/2025	3/26/2026	Per Claim	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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 Contractor pursuant to its contract with the City; products and completed operations of Contractor; premises owned, occupied or used by are included as an Additional Insureds under the General Liability and Umbrella Liability on a Primary/Non-Contributory basis when required by written contract. Certificate Holder is included as an Additional Insured under the Auto Liability when required by written contract. A Waiver of Subrogation in favor of the Additional Insured applies to the General Liability and Auto Liability when required by written contract where permitted by law. 30 Days' Notice of Cancellation (other than non-payment of premium) applies to the Certificate Holder. Umbrella policy follows form over the General Liability, Auto Liability, and Employers Liability.

CERTIFICATE HOLDER	CANCELLATION
City of West Covina 1444 West Garvey Avenue South West Covina, CA 91790	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

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E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured,** and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   b. the construction, erection, or removal of elevators; or
   c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:
   a. **Bodily injury, property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

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I. **Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

   a. the **Named Insured's** acts or omissions; or

   b. the acts or omissions of those acting on the **Named Insured's** behalf,

   in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J. **Vendor**

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

   a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

   b. any express warranty unauthorized by the **Named Insured**;

   c. any physical or chemical change in any product made intentionally by such person or organization;

   d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

   g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

   h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

      (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

      (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

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3. This Paragraph **J.** also does not apply:

   a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

   b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

   c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury, property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. for **bodily injury, property damage**, or **personal and advertising injury** arising out of the rendering or failure to render any professional service;

2. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

3. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

   a. this **Coverage Part** provides such coverage;

   b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and

   c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS** the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

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The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

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6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES – Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability** the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability** the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

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Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

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ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such

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Named Insured is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. **LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $200,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

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7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

   (1) $15,000 unless a different amount is shown here: ; or

   (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

   This insurance does not apply to:

   Knowing Violation of Rights of Another

   Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

   (a) the **Named Insured**; or

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(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSUREDS** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

   d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

   So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of $25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

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20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

      (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties.

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"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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VIRGINIA EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

d. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

B. Coverage Extensions–Supplementary Payments

Paragraphs **A.2.a.(2)** and **A.2.a.(4)** of **SECTION II – LIABILITY COVERAGE** are amended as follows:

1. In paragraph **A.2.a.(2)**, the limit for the cost of bail bonds is increased from $2,000 to $5,000, and
2. In paragraph **A.2.a.(4)**, the limit for the loss of earnings is increased from $250 to $500 a day.

C. Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

1. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

   The following paragraph is added to **A.3.**, Glass Breakage:

   With respect to private passenger **autos** only, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

2. **Coverage Extensions**

   Paragraph **A.4.a.**, Transportation Expenses is amended as follows:

   a. $60 per day, in lieu of $20; subject to

   b. $1,800 maximum, in lieu of $600.

3. **Loss of Use Expenses**

   Paragraph **A.4.b**, Coverage Extension is revised, with respect to loss of use expenses incurred by you, to provide:

   a. $1,000 maximum, in lieu of $600.

4. **Towing**

   SECTION III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

5. **Personal Property**

   The following is added to **SECTION III, Paragraph A.4.**

   c. We will pay up to $500 for loss to **Personal Property** which is:

   (1) Owned by an **insured**; and

   (2) In or on the covered **auto.**

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This coverage applies only in the event of a total theft of your covered **auto.**

This insurance is excess over any other collectible insurance and no deductible applies.

6. **Rental Reimbursement**

The following is added to **SECTION III, Paragraph A.4.:**

d. We will pay for rental reimbursement expenses incurred by you for the rental of an **auto** because of **loss** to a covered **auto.** Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered **auto.** No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the **loss** and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered **auto;** or,

(b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or,

(b) $25 per day subject to a maximum of $375.

3. This coverage does not apply while there are spare or reserve **autos** available to you for your operations.

4. If **loss** results from the total theft of a covered **auto** of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

D. Waiver Of Subrogation

Paragraph **A.5.** of **SECTION IV – BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for injury or damages under this Coverage Form.

The injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to such waiver prior to an **accident** or **loss.**

E. International Coverage – Hired "Autos"

Paragraph **B.7.e.** of **SECTION IV – BUSINESS AUTO CONDITIONS** is deleted and replaced by the following:

e. Anywhere in the world if:

1. A covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

2. The **insured's** responsibility to pay damages is determined in a **suit** on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover **loss** to, or **accidents** involving, a covered **auto** while being transported between any of these places.

F. Airbag Coverage

The following is an exception to Paragraph **B.3.a.** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

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The accidental discharge of an airbag shall not be considered mechanical breakdown.

G. Diminution In Value

The following is an exception to Paragraph **B.5** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Subject to the following, the **diminution in value** exclusion (Section III) does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The additional amount we will pay under this coverage for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV)

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SCOTTSDALE INSURANCE COMPANY®

IMPORTANT INFORMATION REGARDING YOUR INSURANCE (VIRGINIA)

In the event you need to contact someone about this insurance for any reason, **please contact your agent.** If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

Scottsdale Insurance Company
18700 North Hayden Road
Scottsdale, Arizona 85255
1-800-423-7675

If you have been unable to contact or obtain satisfaction from the Company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

State Corporation Commission
Bureau of Insurance
Property and Casualty Division
P.O. Box 1157
Richmond, Virginia 23218
In State: 1-800-552-7945
Out of State: 1-804-371-9741

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, Company, or Bureau of Insurance, have your policy number available.

Scottsdale Insurance Company

NOTICE TO INSURED

Date: 03/30/2025

Applicant/Insured: XFS GLOBAL LLC

Name of Non-Admitted Insurer: Scottsdale Insurance Company
(If available)
Policy No.: XLS2006634

NOTICE TO INSURED

THE INSURANCE POLICY THAT YOU HAVE APPLIED FOR HAS BEEN PLACED WITH OR IS BEING OBTAINED FROM AN ELIGIBLE NONADMITTED INSURER APPROVED BY THE STATE CORPORATION COMMISSION FOR ISSUANCE OF SURPLUS LINES INSURANCE IN THE COMMONWEALTH, BUT NOT LICENSED OR REGULATED BY THE STATE CORPORATION COMMISSION OF THE COMMON-WEALTH. THEREFORE YOU, THE POLICYHOLDER, AND PERSONS FILING A CLAIM AGAINST YOU ARE NOT PROTECTED UNDER THE VIRGINIA PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION ACT (§§ 38.2-1600 et seq.) OF THE CODE OF VIRGINIA AGAINST DEFAULT OF THE COMPANY DUE TO INSOLVENCY. IN THE EVENT OF INSURANCE COMPANY INSOLVENCY YOU MAY BE UNABLE TO COLLECT ANY AMOUNT OWED TO YOU BY THE COMPANY REGARDLESS OF THE TERMS OF THIS INSURANCE POLICY, AND YOU MAY HAVE TO PAY FOR ANY CLAIMS MADE AGAINST YOU.

_____
(Name of Surplus Lines Broker)

_____
(License Number)

_____
(Broker's Mailing Address)

Nationwide®

Scottsdale Insurance Company
National Casualty Company
Scottsdale Indemnity Company
Scottsdale Surplus Lines Insurance Company

NOTICE TO POLICYHOLDERS
RESTRICTIONS OF COVERAGE

This notice has been prepared in conjunction with the implementation of changes to your policy on the following forms. It contains a brief synopsis of any significant restrictions and clarifications of coverage that were made in each policy form and endorsement.

Please read your policy, and the endorsements attached to your policy, carefully.

CU 21 27—Fungi or Bacteria Exclusion (Commercial Liability Umbrella)

When this endorsement is attached to your policy:

- Coverage is restricted to exclude bodily injury or property damage arising, directly or indirectly, out of any fungi, including, but not limited to, mold or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is clarified to exclude personal and advertising injury arising, directly or indirectly, out of any fungi, including, but not limited to, mold or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.

CX 21 13—Fungi or Bacteria Exclusion (Excess Liability)

When this endorsement is attached to your policy:

- Coverage is restricted to exclude injury or damages arising, directly or indirectly, out of any fungi, including, but not limited to, mold or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- Coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.

Nationwide®

Scottsdale Insurance Company
National Casualty Company
Scottsdale Indemnity Company
Scottsdale Surplus Lines Insurance Company

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with a Nationwide® insurance company.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact us 24 hours a day, 7 days a week, by calling 1-800-423-7675 or via our website at www.nationwideexcessandsurplus.com.

Thank you for your business and as always, we appreciate the opportunity to serve you.

HOW TO REPORT A CLAIM

Call **1-800-423-7675** or visit our website at www.nationwideexcessandsurplus.com.

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss/accident
- Details of the loss/accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

Please refer to your policy for specific claim reporting requirements.

Nationwide®

Underwritten by: Scottsdale Insurance Company
Home Office: One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office: 18700 North Hayden Road • Scottsdale, Arizona 85255
1-800-423-7675 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.

Secretary

President

The information contained herein replaces any similar information contained elsewhere in the policy.

DECLARATIONS
COMMERCIAL EXCESS LIABILITY POLICY

Policy Number
XLS2006634

XLS2003979
Renewal of Number

SCOTTSDALE INSURANCE COMPANY®

18700 North Hayden Road • Scottsdale, Arizona 85255
1-800-423-7675
A STOCK COMPANY

ITEM 1. NAMED INSURED(S) AND MAILING ADDRESS

XFS GLOBAL LLC
451 MIRROR CT STE 101
HENDERSON NV 89011-4000

AGENT NAME AND ADDRESS

RT SPECIALTY
500 W MONROE ST FL 30
CHICAGO IL 60661-3774

Agent No. 12742 Program No. _____

ITEM 2. POLICY PERIOD From: 03/30/2025 To: 03/30/2026

12:01 A.M. Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide you with the insurance as stated in this policy.

ITEM 3. THE NAMED INSURED IS: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Other

ITEM 4. LIMIT(S) OF INSURANCE:

A. Each Occurrence ..... $ 5,000,000

B. Aggregate ..... $ 5,000,000

ITEM 5. SCHEDULE OF CONTROLLING UNDERLYING INSURANCE:

See Schedule of Controlling Underlying Insurance

ITEM 6. PREMIUM COMPUTATION:

☒ Flat Premium: $ 11,830

SL Tax: $266.18
State Service Office Fee: $2.96

☐ Subject to Adjustment:

Estimated Deposit Premium ..... $ _____

Estimated Exposure Base: _____

Rate: _____ Per: _____

Policy Minimum Premium ..... $ _____

Audit Period: ☐ Annually ☐ Other: _____

ITEM 7. ENDORSEMENTS ATTACHED TO THE POLICY AT INCEPTION:

See Schedule of Forms and Endorsements

THIS COMMERCIAL EXCESS LIABILITY DECLARATIONS WITH THE COVERAGE FORM AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.

SCOTTSDALE INSURANCE COMPANY®

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. XLS2006634

Effective Date: 03/30/2025
12:01 A.M., Standard Time

Named Insured XFS GLOBAL LLC

Agent No. 12742

NOTS0056VA	01-21	IMPORTANT INFORMATION REGARDING YOUR INSURANCE (VIRGINIA)
NOTS0057VA	10-20	NOTICE TO INSURED
NOTX0146CW	07-21	NOTICE TO POLICYHOLDERS RESTRICTIONS OF COVERAGE
NOTX0178CW	03-16	CLAIM REPORTING INFORMATION
UTS-COVPG	03-21	COVER PAGE
XLS-D-1	01-21	COMMERCIAL EXCESS LIABILITY POLICY DECLARATIONS
UTS-SP-2L	12-95	SCHEDULE OF FORMS AND ENDORSEMENTS
UTS-119g	06-14	MINIMUM EARNED CANCELLATION PREMIUM
UTS-74g	08-95	PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION
UTS-9g	06-22	SERVICE OF SUIT CLAUSE
XLS-SP-2	11-08	COMMERCIAL EXCESS LIABILITY SUPPLEMENTARY SCHEDULE OF CONTROLLING UNDERLYING INSURANCE
CX 21 33	01-15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CX 00 01	04-13	COMMERCIAL EXCESS LIABILITY COVERAGE FORM
XLS-2383	04-13	LIMITS ENDORSEMENT
UXS-0294-VA	05-09	CANCELLATION, NONRENEWAL AND RENEWAL CHANGES-VIRGINIA
CX 21 02	04-13	TOTAL POLLUTION EXCLUSION
CX 21 13	04-13	EXCLUSION - FUNGI OR BACTERIA
CX 21 80	12-20	CANNABIS EXCLUSION WITH HEMP EXCEPTION
UTS-614	10-22	TOTAL INTELLECTUAL PROPERTY LIABILITY EXCLUSION
UTS-641	06-23	CONTINUING OR ONGOING DAMAGE EXCLUSION
UTS-BR-656	11-23	EXCLUSION - CYBER RISK
XLS-0381	05-15	CROSS LIABILITY EXCLUSION (Named Insured)
XLS-0795	11-08	KNOWN INJURY OR DAMAGE EXCLUSION
XLS-1160	11-08	PROFESSIONAL LIABILITY EXCLUSION
XLS-2346	07-09	OCCUPATIONAL DISEASE EXCLUSION
XLS-2661	06-22	PFC/PFAS EXCLUSION
XLS-BR-2622	09-22	COMMON EXCLUSIONS AND CONDITIONS

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2006634	03/30/2025	XFS GLOBAL LLC	12742

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED CANCELLATION PREMIUM

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than 25% of the original premium.

_____ /

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2006634	03/30/2025	XFS GLOBAL LLC	12742

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

_____ /

AUTHORIZED REPRESENTATIVE DATE

Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2006634	03/30/2025	XFS GLOBAL LLC	12742

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due under this policy, the Company, at the request of the Insured (or reinsured), will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the court jurisdiction. All matters which arise will be determined in accordance with the law and practice of the court. In a suit instituted against it under this contract, the Company agrees to abide by the final decision of the court or of any appellate court in the event of an appeal. However, nothing in this endorsement constitutes a waiver of the Company's right to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision therefor, the Company will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured (or reinsured) or any beneficiary arising out of this contract of insurance (or reinsurance).

The person named below is authorized and directed to accept service of process on behalf of the Company:

COMMISSIONER OF INSURANCE

P. O. BOX 1157

RICHMOND, VA 23218-1157

Having accepted service of process on behalf of the Company, the person designated above is authorized to mail the process or a true copy to:

Not Required

/

AUTHORIZED REPRESENTATIVE DATE

Nationwide

SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL EXCESS LIABILITY
SUPPLEMENTARY SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Policy No.: XLS2006634 Effective Date: 03/30/2025
12:01 A.M. Standard Time

Name Insured: XFS GLOBAL LLC Agent No.: 12742

Type of Coverage: General Liability **Insurer:** Transportation Insurance Company **Policy Number :** On File with Company **Policy Period:** 03/01/2025 to 03/01/2026	**Applicable Limits:** $1,000,000 Occurrence Limit $1,000,000 Personal and Advertising Injury Limit $2,000,000 General Aggregate $2,000,000 Prod/Co Aggregate General Aggregate Type: Per Policy [X] Occurrence [ ] Claims-Made
Type of Coverage: Employee Benefits Liability **Insurer:** Transportation Insurance Company **Policy Number :** On File with Company **Policy Period:** 03/01/2025 to 03/01/2026	**Applicable Limits:** $1,000,000 Each Employee $1,000,000 Aggregate [X] Occurrence [ ] Claims-Made
Type of Coverage: Auto Liability **Insurer:** Continental Insurance Company **Policy Number :** On File with Company **Policy Period:** 03/01/2025 to 03/01/2026	**Applicable Limits:** $1,000,000 Each Accident [X] Occurrence [ ] Claims-Made
Type of Coverage: Employer's Liability **Insurer:** Continental Casualty Company **Policy Number :** On File with Company **Policy Period:** 03/30/2025 to 03/30/2026	**Applicable Limits:** $1,000,000 Each Accident $1,000,000 Policy Limit (By Disease) $1,000,000 Each Employee (By Disease) **or unlimited in states where benefits are unlimited [X] Occurrence [ ] Claims-Made
Type of Coverage: Foreign Liability **Insurer:** Continental Insurance Company **Policy Number :** On File with Company **Policy Period:** 03/01/2025 to 03/01/2026	**Applicable Limits:** $1,000,000 Occurrence Limit $1,000,000 Aggregate [X] Occurrence [ ] Claims-Made

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Any endorsement addressing acts of terrorism (however defined) in any "controlling underlying insurance" does not apply to this excess insurance. The following provisions addressing acts of terrorism apply with respect to this excess insurance:

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for "injury or damage" that is otherwise excluded under this Coverage Part.

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COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

(1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.

b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".

c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

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d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. **Exclusions**

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. **Medical Payments**

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. **Auto**

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

(1) First-party physical damage coverage;

(2) No-fault coverage;

(3) Personal injury protection or auto medical payments coverage; or

(4) Uninsured or underinsured motorists coverage.

c. **Pollution**

(1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. **Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or suits brought, or number of vehicles involved;

c. Persons or organizations making claims or bringing suits; or

d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

a. This insurance only applies in excess of the "retained limit".

b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".

c. Subject to Paragraph **2.b.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".

d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

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3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. **Appeals**

   If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

2. **Bankruptcy**

   a. **Bankruptcy Of Insured**

      Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

   b. **Bankruptcy Of Controlling Underlying Insurer**

      Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

   However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. **Duties In The Event Of An Event, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

      (1) How, when and where the "event" took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any "injury or damage" arising out of the "event".

   b. If a claim is made or suit is brought against any insured, you must:

      (1) Immediately record the specifics of the claim or suit and the date received; and

      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or suit as soon as practicable.

   c. You and any other insured involved must:

      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;

      (2) Authorize us to obtain records and other information;

      (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and

      (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. **First Named Insured Duties**

   The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

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At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. **Cancellation**

   a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

   b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

      (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

      (2) 30 days before the effective date of cancellation if we cancel for any other reason.

   c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

   d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

   e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

   f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. **Changes**

   This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. **Maintenance Of/Changes To Controlling Underlying Insurance**

   Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

   Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

   The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. **Other Insurance**

   a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

      When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

   b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

      (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

      (2) The total of all deductible and self-insured amounts under all that other insurance.

9. **Premium Audit**

   a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

   b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

   c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and

b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:

   a. Settlements, judgments, binding arbitration; or

   b. Other binding alternate dispute resolution proceeding entered into with our consent.

   "Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2006634	03/30/2025	XFS GLOBAL LLC	12742

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The limits available under this policy shall be the limits shown in the Declarations irrespective of "controlling underlying insurance" which might provide for multiple limits of insurance based on multiple locations or multiple projects.

_____ /

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2006634	03/30/2025	XFS GLOBAL LLC	12742

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CANCELLATION, NONRENEWAL AND RENEWAL CHANGES—VIRGINIA

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Paragraph **5. Cancellation** of **SECTION III—CONDITIONS** is replaced by:

5. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to all Named Insureds written notice of cancellation, stating the reason for cancellation, at least:

(1) Fifteen (15) days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(2) Forty-five (45) days before the effective date of cancellation, if we cancel for any other reason.

c. We will send written notice by registered or certified mail or deliver written notice to your last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation and will be effective for all insureds. The Policy Period will end on that date.

e. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the premium refund will be pro rata. If the first Named Insured cancels, the refund will be ninety percent (90%) of the pro rata unless otherwise specified in our filed manual rules. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

Paragraph **13. When We Do Not Renew** of **SECTION III—CONDITIONS** is replaced by:

13. Nonrenewal

a. If we elect not to renew this policy we will mail or deliver a notice of nonrenewal to the Named Insured, stating the reason for nonrenewal, at least:

(1) Fifteen (15) days before the expiration date if the nonrenewal is due to nonpayment of premium; or

(2) Forty-five (45) days before the expiration date if the nonrenewal is for any other reason.

b. The notice will also advise the Named Insured of their right to request in writing, within fifteen (15) days of the receipt of the notice, that the Commissioner of Insurance review our action.

c. We will send written notice by registered or certified mail or deliver written notice of nonrenewal to your last mailing address known to us.

The following condition is added to **SECTION III—CONDITIONS:**

Renewal

a. If we elect to renew this policy, we will give written notice of any reduction in coverage or premium increase greater than twenty-five percent (25%), initiated by us, to the Named Insured at the last

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address known to us. However, increase in premium does not include changes in:

(1) Coverage requested by the Named Insured;

(2) Policy limits requested by the Named Insured; or

(3) The rating exposures including, but not limited to, increases in payroll, receipts, square footage, number of automobiles insured, or number of employees.

b. Any such notice will be mailed or delivered to all Named Insureds at least forty-five (45) days before:

(1) The expiration date of this policy; or

(2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

c. The notice shall:

(1) State the date, which shall not be less than forty-five (45) days after the delivery or mailing of the notice, on which such reduction in coverage or increase in rate shall become effective;

(2) State the manner in which coverage under the existing policy will be reduced or the amount of such rate increase;

(3) State the specific reason or reasons for the reduction in coverage or increase in rate; and

(4) Advise the Named Insured of their right to request in writing, within fifteen (15) days of the receipt of the notice, that the Commissioner of Insurance review our action.

d. If the first Named Insured accepts the renewal, the reduction in coverage or increase in rate shall take effect upon the expiration of the prior policy.

e. If the required notice is not mailed or delivered at least forty-five (45) days before the expiration date or anniversary date of this policy, coverage shall remain in effect until forty-five (45) days after written notice of reduction in coverage or increase in rate is mailed or delivered, unless the first Named Insured obtains replacement coverage or elects to cancel sooner. If the first Named Insured replaces coverage or elects to cancel sooner, coverage under the expiring policy shall terminate on the effective date of the replacement coverage or the elected date of cancellation.

If the first Named Insured fails to accept or rejects the changed policy, coverage for any period that extends beyond the expiration date or anniversary date will be calculated pro rata under the prior policy's terms, conditions, and rates.

If the first Named Insured accepts the changes, coverage shall take effect upon the expiration of the prior policy.

f. Notice of reduction in coverage or increase in rate shall not be required if we, after written demand, have not received, within forty-five (45) days after such demand has been mailed or delivered to the Named Insured, at the last address known to us, sufficient information from the first Named Insured to provide the required notice, or if such notice is waived in writing by the first Named Insured.

g. If notice is mailed, it will be sent by ordinary mail for which a Certificate of Mailing has been obtained, or by registered or certified mail.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

Exclusion **c.** under Paragraph **2. Exclusions** of **Section I – Coverages** is replaced by the following:

Insurance provided under this Coverage Part does not apply to:

2. Exclusions

c. Pollution

(1) "Injury or damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

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EXCLUSION – FUNGI OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverages:**

2. Exclusions

Insurance provided under this Coverage Part does not apply to:

Fungi Or Bacteria

a. "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "injury or damage".

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following definition is added to the **Definitions** section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANNABIS EXCLUSION WITH HEMP EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

1. "Injury or damage" arising out of:
   a. The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or
   b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis"; or
2. Property damage to "cannabis".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "event" which caused the injury or damage involved that which is described in Paragraph **A.1.** or **A.2.** above.

However, Paragraph **A.1.b.** does not apply to bodily injury or property damage arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, "cannabis" by:

(1) An insured; or

(2) Any other person for whom you are legally responsible;

but only if the bodily injury or property damage does not arise out of your selling, serving or furnishing of "cannabis" to any person described above.

B. The exclusion in Paragraph **A.** does not apply to:

1. "Injury or damage" arising out of goods or products containing or derived from hemp, including, but not limited to:
   a. Seeds;
   b. Food;
   c. Clothing;
   d. Lotions, oils or extracts;
   e. Building materials; or
   f. Paper.
2. Property damage to goods or products described in Paragraph **B.1.** above.

However, Paragraphs **B.1.** and **B.2.** above do not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein:

(1) The bodily injury or property damage occurs;

(2) The "event" which caused the bodily injury or property damage takes place; or

(3) The offense which caused the personal and advertising injury was committed.

C. If the applicable "controlling underlying insurance" provides coverage for personal and advertising injury caused by:

1. False arrest, detention or imprisonment; or

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2. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then the exclusion in Paragraph **A.** does not apply to "injury or damage" that is personal and advertising injury caused by such offenses.

D. The following definition is added to the **Definitions** section:

"Cannabis":

1. Means:

   Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph **D.1.** above includes, but is not limited to, any of the following containing such THC or cannabinoid:

   a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

   b. Any compound, by-product, extract, derivative, mixture or combination, such as:

      (1) Resin, oil or wax;

      (2) Hash or hemp; or

      (3) Infused liquid or edible cannabis;

      whether or not derived from any plant or part of any plant set forth in Paragraph **D.2.a.**

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ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2006634	03/30/2025	XFS GLOBAL LLC	12742

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL INTELLECTUAL PROPERTY LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following exclusions are added to the Policy:

This insurance does not apply to:

Intellectual Property

"Bodily injury," "property damage," "personal and advertising injury," "injury or damage" or medical expenses, caused by, arising out of, based on, or in any way related to any actual, alleged, or threatened misappropriation, infringement, or violation of any intellectual property or intellectual property right or law, including:

(1) copyright;

(2) patent;

(3) trademark;

(4) trade dress;

(5) trade name;

(6) trade secret;

(7) service mark;

(8) slogan;

(9) service name;

(10) description of origin, source, authorship, authenticity, or quality;

(11) other right to or law recognizing any interest in any expression, idea, likeness, name, style of doing business, symbol, or title; or

(12) any other intellectual property right or law.

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Unfair Competition or Similar Law

"Bodily injury," "property damage," "personal and advertising injury," "injury or damage" or medical expenses, caused by, arising out of, based on, or in any way related to any actual, alleged, or threatened violation of any statutes, common law, or other laws or regulations concerning unfair competition, antitrust, restraint of trade, piracy, unfair trade practices, or any similar law or regulations.

Subparagraph **i. Infringement Of Copyright, Patent, Trademark Or Trade Secret,** paragraph **2. EXCLUSIONS** in **SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY** in the Commercial General Liability Coverage Form and subparagraph **(9) Infringement Of Copyright, Patent, Trademark Or Trade Secret,** paragraph **2. EXCLUSIONS** in **SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY** in the Commercial Liability Umbrella Coverage Form are replaced by the following:

Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

Paragraph **14.** in **SECTION V—DEFINITIONS** in the Commercial General Liability Coverage Form and the Commercial Liability Umbrella Coverage Form is replaced by the following:

14. "Personal and advertising injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

e. Oral or written publication, in any manner, of material that violates a person's right of privacy.

All other policy terms and conditions remain unchanged.

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Nationwide

Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2006634	03/30/2025	XFS GLOBAL LLC	12742

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINUING OR ONGOING DAMAGE EXCLUSION

The following exclusion is added to the policy:

Continuing Or Ongoing Damage Exclusion

This insurance does not apply to "property damage" or "injury or damage" when any of the following apply:

1. The "property damage" or "injury or damage" first occurred, began to occur or is alleged to have occurred or been in the process of occurring, to any degree, in whole or in part, prior to the inception date of this policy.
2. The "property damage" or "injury or damage" is indiscernible from other damage that is incremental, continuous or progressive damage arising from an "occurrence" or "event" which first occurred, began to occur or is alleged to have occurred, to any degree, in whole or in part, prior to the inception date of this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—CYBER RISK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. The following exclusion is added to the Policy:

This insurance does not apply to:

Cyber Risk

Any "bodily injury," "property damage," "personal and advertising injury" or "injury or damage" actually or allegedly arising out of, caused by, based upon or in any way related to any of the following:

1. "E-commerce activities";
2. "Cyber incident";
3. "Wrongful act";
4. "Interrelated wrongful acts";
5. "Regulatory proceeding"; or
6. "Security breach."

We will have no duty to defend any "suit" against any insured seeking damages as a consequence of **1.-6.** above.

B. For the purposes of this endorsement, the following definitions apply:

1. "Computer system" means any computer, including transportable or handheld devices, electronic storage devices and related peripheral components, any systems and applications software, or any related telecommunications networks connected to or used in connection with such computer or devices:
   a. Which collects, transmits, processes, stores or retrieves your "electronic data"; and
   b. Which is:
      (1) Owned by you;
      (2) Leased by you and operated by any insured;

(3) Owned and operated by an "employee" who has agreed in writing to your personal device use policy; or

(4) Operated by an authorized "third party," but only with respect to your "electronic data."

2. "Cyber incident" means:

   a. Any:

      (1) "Hacker" attack;

      (2) Malicious code;

      (3) "Virus"; or

      (4) "Extortion threat";

      that is directed at, enacted upon or introduced into a "computer system" (including your "electronic data") and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, use or prevent or restrict access to or the use of any part of a "computer system" (including your "electronic data") or otherwise disrupt its normal functioning or operation.

      Recurrence of the same "virus" after a "computer system" has been restored shall constitute a separate "cyber incident."

   b. Any denial of service attack specifically directed at you which disrupts, prevents or restricts access to or use of a "computer system" or otherwise disrupts its normal functioning or operation.

3. "E-commerce activities" means those activities conducted by you in the normal conduct of your business via your web site or your e-mail system.

4. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on electronic storage devices including, but not limited to, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment. "Electronic data" is not tangible property.

   "Electronic data" does not include your "electronic data" that is licensed, leased, rented or loaned to others.

5. "Extortion threat" means a threat or series of related threats:

   a. To perpetrate a "cyber incident";

   b. To disseminate, divulge or utilize:

      (1) Your proprietary information; or

      (2) Weaknesses in the source code;

      within a "computer system" by gaining unauthorized access to the "computer system";

   c. To destroy, corrupt or prevent normal access to a "computer system" by gaining unauthorized access to a "computer system";

   d. To inflict "ransomware" on a "computer system"; or

   e. To publish your client's or "employee's" "personal information."

   "Extortion threat" does not include a threat or series of threats to any "third party."

6. "Hacker" means any person or organization who accesses a "computer system" (including your "electronic data") who is:

   a. Not authorized to have such access; or

   b. Authorized to have such access but who uses such access in an unauthorized manner.

7. "Interrelated wrongful acts" means all "wrongful acts" that have as a common nexus any:

   a. Fact, circumstance, situation, event, transaction or cause; or

   b. Series of casually connected facts, circumstances, situations, events, transactions or causes.

8. "Personal information" means any information not available to the general public for any reason through which an individual may be identified including, but not limited to, an individual's:

   a. Social security number, driver's license number or state identification number;

   b. Protected health information;

   c. Financial account numbers;

   d. Security codes, passwords, PINs associated with credit, debit or charge card numbers which would permit access to financial accounts; or

   e. Any other nonpublic information as defined in "privacy regulations."

9. "Privacy regulations" means any of the following statutes and regulations, and their amendments, associated with the control and use of personally identifiable financial, health or other sensitive information including, but not limited to:

   a. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law 104-191);

   b. The Health Information Technology for Economic and Clinical Health Act (HITECH) (American Recovery and Reinvestment Act of 2009);

   c. The Gramm-Leach-Bliley Act of 1999;

   d. Section 5(a) of the Federal Trade Commission Act (15 U.S.C. 45(a)), but solely for alleged unfair or deceptive acts or practices in or affecting commerce;

   e. The Identity Theft Red Flags Rules under the Fair and Accurate Credit Transactions Act of 2003; or

   f. Any other similar state, federal or foreign identity theft or privacy protection statute or regulation.

10. "Ransomware" means any software that encrypts "electronic data" held within the "computer system" and demands a ransom payment in order to decrypt and restore such "electronic data."

11. "Regulatory proceeding" means an investigation, demand or proceeding brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other administrative or regulatory agency, or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

12. "Security breach" means the acquisition of "personal information" held within a "computer system" or in nonelectronic format while in the care, custody or control of the insured or authorized "third party" by a person:

    a. Not authorized to have access to such information; or

    b. Authorized to have access to such information but whose access results in the unauthorized disclosure of such information.

13. "Third party" means any entity that you engage under the terms of a written contract to perform services for you.

14. "Virus" means any kind of malicious code designed to damage or destroy any part of a "computer system" (including your "electronic data") or disrupt its normal functioning.

15. "Wrongful act" means:

    a. With respect to web site publishing liability:

       Any actual or alleged error, misstatement or misleading statement posted or published by an insured on its web site that results in:

       (1) Any type of infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;

       (2) Any form of defamation against a person or organization; or

       (3) A violation of a person's right of privacy.

    b. With respect to "security breach":

       Any actual or alleged neglect, breach of duty or omission by an insured that results in:

       (1) A "security breach"; or

       (2) A "computer system" transmitting, by e-mail or other means, a "virus" to another person or organization.

    c. With respect to programming errors and omissions liability:

       Any actual or alleged programming error or omission that results in the disclosure of your client's "personal information" held within the "computer system."

All other terms and conditions of this policy remain unchanged.

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2006634	03/30/2025	XFS GLOBAL LLC	12742

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS LIABILITY EXCLUSION (NAMED INSURED)

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to **SECTION I—COVERAGES,** paragraph **2. Exclusions:**

Insurance provided under this Coverage Part does not apply to:

Cross Liability

Any "injury or damage" arising out of any claim or suit brought by any Named Insured against another Named Insured.

AUTHORIZED REPRESENTATIVE DATE

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2006634	03/30/2025	XFS GLOBAL LLC	12742

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KNOWN INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph **2. Exclusions:**

Insurance provided under this Coverage Part does not apply to:

Known Injury Or Damage

"Injury or damage" arising out of an occurrence, offense or accident which was known to any insured prior to the policy period.

For the purposes of this exclusion, "injury or damage" is known if, prior to the policy period, any insured authorized by you to give or receive notice of an occurrence, offense or accident knew that the "injury or damage" had occurred, in whole or in part.

If such insured knew, prior to the policy period that the "injury or damage" occurred, then any continuation, change or resumption of such "injury or damage" during or after the policy period will be deemed to have been known prior to the policy period.

AUTHORIZED REPRESENTATIVE DATE

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ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2006634	03/30/2025	XFS GLOBAL LLC	12742

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PROFESSIONAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

SCHEDULE

Description of Professional Services

All professional services of any insured

The following exclusion is added to paragraph **2. Exclusions:**

Insurance provided under this Coverage Part does not apply to:

Professional Liability

"Injury or damage" arising out of the rendering or failure to render any professional service shown in the **Schedule** above.

_____ /

AUTHORIZED REPRESENTATIVE DATE

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ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2006634	03/30/2025	XFS GLOBAL LLC	12742

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OCCUPATIONAL DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to paragraph **2. Exclusions:**

Insurance provided under this Coverage Part does not apply to:

Occupational Disease

Any "injury or damage" resulting from any "occupational disease" arising out of any insured's operations or products that affect any employee of the insured or any other third party.

For the purposes of this endorsement, the following definition applies:

"Occupational disease" means any abnormal condition or disorder, other than one resulting from an occupational injury, that is caused by, or alleged to be caused by, exposure to environmental factors associated with employment, including acute or chronic illnesses or diseases that may be caused by inhalation, absorption, ingestion or direct contact.

AUTHORIZED REPRESENTATIVE DATE

Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2006634	03/30/2025	XFS GLOBAL LLC	12742

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PFC/PFAS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I—COVERAGES:**

Insurance provided under this Coverage Part does not apply to:

"PFC/PFAS"

a. "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of, any "PFC/PFAS"; or

b. Any loss, cost or expense arising out of, in whole or in part, the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "PFC/PFAS" by any insured or by any other person or entity.

This exclusion applies regardless of whether any other cause, event, material, substance, good or product contributed concurrently or in any sequence to such "injury or damage." This exclusion also applies regardless of whether any "PFC/PFAS" is contained, used, included, involved or incorporated intentionally, accidentally or unknowingly in or on a good or product, component part of a good or product, or otherwise by any insured or by any other person or entity. This exclusion applies regardless of whether the inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of any "PFC/PFAS" occurs within or outside any building or other structure.

B. The following definition is added to **SECTION IV—DEFINITIONS:**

"PFC/PFAS" means:

a. Any fluorosurfactant, perfluorinated chemical or compound, or perfluoroalkyl or polyfluoroalkyl substance, including but not limited to any per- or polyfluorinated acid (including, without limitation, perfluorooctanoic acid (PFOA), perfluorooctanesulfonic acid (PFOS), and per- and polyfluorether carboxylic acids), per- or polyfluorinated sulfonamide, per- or polyfluorinated iodide, per- or polyfluorinated aldehyde, per- or polyfluorinated sulfonyl fluoride, per- or polyfluorinated fluorotelomer substance or per- or polyfluorinated sulfonamido substance; or

b. Any perfluoroalkane or polyfluoroalkane substance, including but not limited to carbon tetrafluoride, perfluorooctane, and perfluoro-2-methylpentane; or

c. Any fluorinated polymers, including but not limited to fluoropolymers, perfluoropolyethers and side-chain-fluorinated polymers; or

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any of the associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals and derivatives, and related degradation or by-products of any such constituent.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for "PFC/PFAS"-related injury, damage, loss, cost or expense.

All other conditions and provisions of the policy remain unchanged by this endorsement.

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ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS2006634	03/30/2025	XFS GLOBAL LLC	12742

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON EXCLUSIONS AND CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

The following Exclusions are added to the policy, as described in this endorsement. Refer to the individual Exclusion wording.

Access Or Disclosure Of Confidential Or Personal Information

Asbestos

Care, Custody Or Control

Communicable Disease

Designated Work—Exterior Insulation And Finish Systems

Employees' Retirement Income Security Act (E.R.I.S.A.)

Employment-Related Practices

Lead Contamination

Nuclear Energy Liability

Silica Or Silica-Related Dust

Underlying Sub-limits

Unmanned Aircraft

Violation Of Statutes

War Liability

The following Condition is added to the policy, as described in this endorsement. Refer to the individual Condition wording.

Follow Terms Of Controlling Underlying Insurance Except Where Inconsistent And Insured's Duty to Provide Copy of Controlling Underlying Insurance Policy

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A. The following exclusions are added to **SECTION I—COVERAGES,** subsection **2. Exclusions:**

Access Or Disclosure Of Confidential Or Personal Information

(1) "Injury or damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

(2) This exclusion applies to damages claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

(3) However, this exclusion does not apply to coverage for "injury or damage" provided under any "controlling underlying insurance" shown in the Declarations.

Asbestos

(1) "Injury or damage" in any way or to any extent arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

(2) Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.

(3) Any fees, fines, costs, or expenses of any nature whatsoever related to or resulting from the investigation or defense of any claim or suit arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

Care, Custody Or Control

Any "injury or damage" for property damage to any property:

(1) You own, rent, lease, occupy or use;

(2) In your care, custody or control; or

(3) As to which you are for any purpose exercising physical control.

Communicable Disease

(1) "Injury or damage" arising out of the actual or alleged transmission of or exposure to a "communicable disease," illness or condition related to any "communicable disease."

(2) This exclusion applies even if claims against any insured allege negligence or other wrongdoing in the:

(a) Act or failure to act by any insured;

(b) Supervising, hiring, employing, training or monitoring of others or care of animals that may be infected with and spread a "communicable disease";

(c) Testing for a "communicable disease";

(d) Failure to prevent the spread of the "communicable disease"; or

(e) Failure to report the "communicable disease" to authorities as required by local, state or federal law, statute or regulation.

For purposes of this exclusion, the following definition applies:

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"Communicable disease" means any infectious and/or contagious disease, including but not limited to, diseases caused by bacteria, fungi, protozoa, viruses, or any combination of the foregoing.

Designated Work—Exterior Insulation And Finish Systems

"Injury or damage" included in the products-completed operations hazard as defined in the "controlling underlying insurance" and arising out of your work or operations or liability assumed by any insured under any contract, agreement or warranty described as:

(1) The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement of an "exterior insulation and finish system" (commonly referred to as synthetic stucco) or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulkings or sealants in connection with such a system.

(2) Any work or operation with respect to any exterior component, fixture or feature of any structure if any "exterior insulation and finish system" is used on any part of that structure.

For purposes of this exclusion, the following definition applies:

"Exterior insulation and finish system" means an exterior cladding or finish system used on any part of any structure, and consisting of:

(a) A rigid or semi-rigid insulation board made of expanded polystyrene or other materials;

(b) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

(c) A reinforced base coat; and

(d) A finish coat providing surface texture and color.

Employees' Retirement Income Security Act (E.R.I.S.A.)

Any obligation of the insured under the Employees' Retirement Income Security Act (E.R.I.S.A.), and any amendments thereto or any similar federal, state or local statute.

Employment-Related Practices

(1) "Injury or damage" to:

(a) A person arising out of any:

(i) Refusal to employ that person;

(ii) Termination of that person's employment; or

(iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(b) The spouse, child, parent, brother or sister of that person as a consequence of "injury or damage" to that person at whom any of the employment-related practices described in paragraphs **(a) (i), (ii)** or **(iii)** above is directed.

(2) This exclusion applies whether the injury-causing event described in paragraphs **(1)(a) (i), (ii)** or **(iii)** above occurs before employment, during employment or after employment of that person.

(3) This exclusion applies:

(a) Whether the insured may be liable as an employer or in any other capacity; and

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(b) To any obligation to share damages with or repay someone else who must pay damages because of the "injury or damage."

Lead Contamination

(1) Any "injury or damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of lead in any form.

(2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of lead by any insured or by any other person or entity.

Nuclear Damage Liability

(1) Under any Liability Coverage, to "injury or damage":

(a) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(ii) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(2) Under any Liability Coverage, to "injury or damage" resulting from "hazardous properties" of "nuclear material," if:

(a) The "nuclear material":

(i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(ii) Has been discharged or dispersed therefrom;

(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(c) The "injury or damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, repair, demolition, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(c)** applies only to property damage to such "nuclear facility" and any property thereat.

For purposes of this exclusion, the following definitions apply:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Injury or damage" includes all forms of radioactive contamination of property.

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for:

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(i) Separating the isotopes of uranium or plutonium;

(ii) Processing or utilizing "spent fuel"; or

(iii) Handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear material" means "source material," "special nuclear material" or "by-product material."

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

"Waste" means any waste material:

(a) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

(b) Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

Silica Or Silica-Related Dust

(1) "Injury or damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."

(2) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust," by any insured or by any other person or entity.

For purposes of this exclusion, the following definitions apply:

"Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

"Silica-related dust" means a mixture or combination of silica and other dust or particles.

Underlying Sublimit(s)

An "event" covered in the "controlling underlying insurance" unless the "controlling underlying insurance" limit for "injury or damage" is at least equal to the Applicable Limits as shown on the Schedule Of Controlling Underlying Insurance.

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Unmanned Aircraft

(1) "Injury or damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft." Use includes operation and "loading or unloading."

(2) This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "event" which caused the "injury or damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft."

(3) As used in this exclusion, "loading or unloading" means the handling of property:

(a) After it is moved from the place where it is accepted for movement into or onto an "unmanned aircraft";

(b) While it is in or on an "unmanned aircraft"; or

(c) While it is being moved from an "unmanned aircraft" to the place where it is finally delivered;

But "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "unmanned aircraft."

For purposes of this exclusion, the following definition applies:

"Unmanned aircraft" means an aircraft that is not:

(a) Designed;

(b) Manufactured; or

(c) Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

Violation Of Statutes

Any "injury or damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

War Liability

Any "injury or damage" however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war; or

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. The fourth paragraph of the Coverage Form is deleted in its entirety.

C. The second paragraph under **SECTION III—CONDITIONS,** subsection **4. First Named Insured** is deleted in its entirety.

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D. The following condition is added to **SECTION III—CONDITIONS:**

Follow Terms Of Controlling Underlying Insurance Except Where Inconsistent And Insured's Duty to Provide Copy of Controlling Underlying Insurance Policy

a. This policy, except where inconsistent with or supplementary to the "controlling underlying insurance," shall follow all terms and conditions of the "controlling underlying insurance," provided that such "controlling underlying insurance" is consistent with the bound coverage agreed to, in accordance with the warranties, terms, conditions, exclusions, and limitations as contained in the binder for the "controlling underlying insurance."

b. Following the issuance of such "controlling underlying insurance" as set forth above, the first Named Insured shall forward to us a copy of such policy for review and agreement by us. If, upon review, we conclude that there are any differences and/or inconsistencies in coverage between the binder and the "controlling underlying insurance," such differences and/or inconsistencies shall not be binding upon us unless:

(1) We agree in writing; and

(2) If we so require, we agree to any additional premium and/or any amendments to the provisions of such Controlling Underlying Policy(ies) related to such differences and/or inconsistencies.

All other terms and conditions of this policy remain unchanged.

AUTHORIZED REPRESENTATIVE DATE

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EXHIBIT C

BOND

Bond No. 2367862

LABOR AND MATERIALS PAYMENT BOND

WHEREAS, the City of West Covina, State of California, has awarded to XFS Global, hereinafter designated as the "Principal", a Construction Services Agreement for the project known as: Sportsplex Pavillion in the City of West Covina, in strict conformity with the Construction Services Agreement on file with the West Covina City Clerk, which is incorporated herein by this reference (the "Agreement").

WHEREAS, Principal has executed or is about to execute the Agreement and the terms thereof and California Civil Code section 9554 require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors fails to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work agreed to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, We, the undersigned Principal, and Swiss Re Corporate Solutions America Insurance Corporation, duly authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are held and firmly bound unto the City of West Covina, in the sum of four hundred thousand seven hundred and forty six dollars and sixty one cent ($400,746.61) lawful money of the United States of America, said sum being equal to 100% of the estimated amount payable by the City of West Covina under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal or the Principal's subcontractors fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any other work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought to enforce the obligations of this Bond, all reasonable attorneys' fees, to be fixed by the Court as required by the provisions of Section 9554 of the California Civil Code.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety, on the 24th day of July, 2025.

XFS Global, LLC
Name of Contractor (Principal)

By: _____
Authorized Signature/Title

Swiss Re Corporate Solutions America Insurance Corporation
Name of Surety

By: _____
Authorized Agent Signature

1200 Main Street, Suite 800
Kansas City, MO 64105
Address of Surety

Name Alemdar, Attorney-In-Fact
Print Name and Title

SEAL

City of West Covina
Form Revised 11-2024

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Ramsey

On this 24th day of July, 2025 before me personally appeared Sterling Lock to me known, who being by me duly sworn, that he is the CFO of the XFS Global, LLC, the Limited Liability Company described in and which executed the foregoing instrument; that he knows the seal of said Limited Liability Company; that the seal affixed to said instrument is such company seal; that it was affixed by order of the Board of Governors of said Limited Liability Company; and that he signed his name thereto by like order.

KELLY ITZAYANA OTTLEY
Notary Public
Minnesota
My Commission Expires
Jan 31, 2026

Notary Public, Kelly Ottley

(Notarial Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota

COUNTY OF Hennepin

On this 24th day of July, 2025 before me appeared Jeff Settem to me personally known, who being duly sworn, did say that he is the aforesaid officer or attorney in fact of Swiss Re Corporate Solutions America Insurance Corporation, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid office acknowledged said instrument to be the free act and deed of said corporation.

ALAN R STARKS
Notary Public - Minnesota
My Commission Expires Jan 31, 2026

Notary Public,

(Notarial Seal)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

ALAN STARKS, JEFF SETTEM, MELISSA NORDIN, NAME ALEMDAR, CHARLES CHRISTENSEN, TYLER L. GERADS and GAVIN KNOTT

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power 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 binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 20 25.

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 11th day of June, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26 2027

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of July, 20 25.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 2, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF INTRODUCTION OF ORDINANCE NO. 2533 (CODE AMENDMENT NO. 25-01) TO ALLOW MODIFICATIONS TO EXISTING DRIVE-THROUGH FOOD ESTABLISHMENTS WITH APPROVAL OF A CONDITIONAL USE PERMIT**

RECOMMENDATION:

It is recommended that the City Council:

1. Conduct the public hearing; and
2. Introduce the following Ordinance:

ORDINANCE NO. 2533 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 25-01, AMENDING CHAPTER 26 (ZONING) OF THE WEST COVINA MUNICIPAL CODE AND THE DOWNTOWN PLAN AND CODE TO ALLOW MODIFICATIONS TO EXISTING DRIVE-THROUGH FOOD ESTABLISHMENTS THROUGH THE CONDITIONAL USE PERMIT PROCESS

BACKGROUND:

On February 20, 2024, the City Council approved Code Amendment No. 23-01, adopting Ordinance No. 2519, known as the “Development Code Update” which amended the City of West Covina Municipal Code including the consolidation of the Subdivision Code (Chapter 20) and the Zoning Code (Chapter 26) into one Development Code (Chapter 26). The Development Code Update included provisions prohibiting the construction and new uses of drive-through food establishments throughout the City to address over-concentration issues.

On June 17, 2025, the City Council voted by minute action to direct staff to explore amending the Development Code to allow for existing drive-throughs to be modified to correct traffic, queuing, vacancy, or other related issues. The former Carl's Jr./Spotless Burger restaurant was used as an example: the site's drive-through was approved through a conditional use permit (CUP) as a reverse drive-through, where the drive-through window is accessible through the passenger's side of the vehicle; due to this configuration, the property owner has had problems attracting restaurant tenants, which have all expressed the desire to reconstruct a new building with a different drive-through configuration.

Planning Commission Review

On July 22, 2025, the Planning Commission held a public hearing to consider Code Amendment No. 25-01 and voted to recommend City Council approval and adoption of the draft ordinance (Attachment

No. 1). During the public hearing, there were no members of the public who spoke for or against the Code Amendment.

DISCUSSION:

The following is an outline of the proposed changes to the West Covina Development Code as recommended by the Planning Commission and reflected in the proposed ordinance:

Downtown Plan & Code

- **Table 4.3.1 -** Revised to explicitly state that modifications to existing drive-throughs in the T-4 General Urban zones would be permitted through a CUP.
- **Subsection E of Section 10.1 -** Provides findings for CUP approval that cross-reference the required findings in Section 26-116(i) of the Development Code, and lists the existing applicable drive-through standards within the Development Code.

Development Code

- **Table 2-12 of Section 26-51 and Subsections (a) through (c) of Section 26-116** - Revised to explicitly state that modifications to existing drive-throughs in the Neighborhood Mixed Use (NMU), Regional Mixed Use (RMU) and Service Mixed Use (SMU) zones would be permitted through a CUP, and created a distinction between new and existing drive-throughs.
- **Subsections "c)" through "f)" of Section 26-127(b)(1)(xv) -** Corrected clerical error in numbering.

FINDINGS

Before a Code Amendment is adopted, the following findings are required to be met:

(a) ***The proposed amendment ensures and maintains internal consistency with the goals, policies, and strategies of all elements of the General Plan, and, in the case of a Zoning Code amendment, will not create any inconsistencies with this Chapter.***

The purpose of the code amendment is to allow for the modifications of existing permitted drive-through food establishments to correct issues related to traffic, queuing, vacancy, etc. Therefore, Code Amendment No. 25-01 ensures and maintains internal consistency with the goals, policies, and strategies of all elements in the General Plan and will not create any inconsistencies within Chapter 26.

(b) ***The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the City.***

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City. Code Amendment No. 25-01 is designed to improve the welfare of the City by allowing the opportunity to modify existing permitted drive-throughs to correct issues that are negatively impacting the community.

(c) ***The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).***

Code Amendment No. 25-01 is statutorily exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Code Amendment would not result in direct or indirect physical change in the environment and does not involve any construction or additions to any existing structures.

GENERAL PLAN CONSISTENCY

The proposed code amendment is consistent with the following General Plan Policies:

- Our Prosperous Community Policy 2.1: Maintain and enhance the City's current tax base

- Our Prosperous Community Policy 2.4: Build on and grow West Covina's regional appeal
- Our Prosperous Community Policy 2.9: Support local businesses

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

ENVIRONMENTAL REVIEW:

Pursuant to the State California Environmental Quality Act (CEQA) Guidelines, the ordinance is exempt from CEQA under Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The ordinance would not result in physical change in the environment and does not involve any construction or additions to any existing structures.

Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

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

Attachments

Attachment No. 1 - Ordinance No. 2533

Attachment No. 2 - Planning Commission Resolution

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Expand Economic Development Opportunities
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

ORDINANCE NO. 2533

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 25-01, AMENDING CHAPTER 26 (ZONING) OF THE WEST COVINA MUNICIPAL CODE AND THE DOWNTOWN PLAN AND CODE TO ALLOW MODIFICATIONS TO EXISTING DRIVE-THROUGH FOOD ESTABLISHMENTS THROUGH THE CONDITIONAL USE PERMIT PROCESS

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

WHEREAS, on February 20, 2024, the City Council approved Code Amendment No. 23-01, adopting Ordinance No. 2519, known as the "Development Code Update" which amended the City of West Covina Municipal Code including the consolidation of the Subdivision Code (Chapter 20) and the Zoning Code (Chapter 26) into one Development Code (Chapter 26), and included provisions prohibiting the construction and new uses of drive-through food establishments throughout the City; and

WHEREAS, on June 17, 2025, the City Council voted by minute action to direct staff to explore amending the Development Code to allow for existing drive-throughs to be modified; and

WHEREAS, it is necessary to amend Chapter 26 (Zoning) of the West Covina Municipal Code and the Downtown Plan and Code to allow the modifications of existing drive-throughs to provide the opportunity to correct traffic, queuing, and vacancy issues that are contributed by the existing drive-through design; and

WHEREAS, on July 22, 2025, the Planning Commission conducted a duly noticed public hearing as prescribed by law to consider the code amendment, gave all persons interested therein an opportunity to be heard, and voted to recommend the City Council's approval and adoption of the code amendment; and

WHEREAS, on September 2, 2025, the City Council conducted a duly noticed public hearing as prescribed by law on this Ordinance; and

WHEREAS, the Ordinance is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Ordinance would not result in direct or indirect physical changes in the environment and does not involve any construction or additions to any existing structures; and

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

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

SECTION 1. Recitals. The City Council finds that all facts set forth in the recitals to this Ordinance are true and correct and incorporated herein as findings.

SECTION 2. Record. The findings made in this Ordinance are based upon the information and evidence presented at the hearings and submitted into the record of the proceedings.

SECTION 3. Notice and Opportunity to Comment. The City Council finds that agencies and interested members of the public have been afforded ample notice and opportunity to comment on Code Amendment No. 25-01.

SECTION 4. General Plan Consistency. Based on the evidence presented, Code Amendment No. 25-01 is found to be consistent with the City's General Plan.

SECTION 5. Findings. In accordance with Section 26-292 of Chapter 26 of the West Covina Municipal Code, the City Council makes the following findings regarding Code Amendment No. 25-01:

(a) *The proposed amendment ensures and maintains internal consistency with the goals, policies, and strategies of all elements of the General Plan, and, in the case of a Zoning Code amendment, will not create any inconsistencies with this Chapter.*

The purpose of the code amendment is to allow for the modifications of existing permitted drive-through food establishments to correct issues related to traffic, queuing, vacancy, etc. Therefore, Code Amendment No. 25-01 ensures and maintains internal consistency with the goals, policies, and strategies of all elements in the General Plan and will not create any inconsistencies within Chapter 26.

(b) *The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the City.*

Code Amendment No. 25-01 is designed to improve the welfare of the City by allowing the opportunity to modify existing permitted drive-throughs to correct issues that are negatively impacting the community. Therefore, the proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City.

(c) *The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).*

Code Amendment No. 25-01 is statutorily exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Code Amendment would not result in direct or indirect physical change in the environment and does not involve any construction or additions to any existing structures. Therefore, the proposed amendment is in compliance with the requirements of CEQA.

SECTION 6. Code Amendment. Table 4.3.1 (Permitted Land Uses) of Section 3 (Land Use Standards) of the West Covina Downtown Plan and Code shall be amended to allow modifications to existing permitted drive-throughs in the T4-GU zones through a conditional use permit process.

SECTION 7. Code Amendment. Subsection E of Section 10.1 of the West Covina Downtown Plan and Code shall be renumbered to F with a new subsection E to read as follows (changes denoted in underline and strikethrough):

E. **Drive-through findings and standards**

i. Findings. The Planning Commission shall not grant a Conditional Use Permit to modify an existing drive-through facility without making the findings (1) through (6) listed in Section 26-116(j) of the West Covina Municipal Code.

ii. Design Standards. The following standards shall apply to the design of any development providing a drive-through service and/or modifying an existing drive-through.

a. Drive-through lanes shall not obstruct the circulation routes necessary for access to the property, parking areas (including backup area of parking spaces), and pedestrian walkways.

b. Drive-through facilities within an integrated shopping center shall be consistent with the center in terms of architectural design and detailing, roof material, exterior finish materials and color.

c. Each drive-through aisle shall be appropriately screened with a combination of landscaping, low decorative walls, and/or berms to prevent headlight glare from impacting adjacent residences, businesses, public rights-of-way, and parking lots.

d. Landscaping along the drive-through aisle shall be a minimum of five (5) feet in width.

e. Decorative paving shall be incorporated at project entrances and in pedestrian areas to improve the aesthetics of the pedestrian environment.

f. New buildings with drive-through facilities shall orient the primary building entrance toward the street to provide direct access to the public sidewalk.

iii. Queuing. Modifications to existing drive-through facilities shall require a parking and queuing study that is based on similar operations, addressing the anticipated traffic volumes and vehicular stacking needs of the proposed business. Queuing lanes shall not interfere with the use of or access to any parking or loading spaces.

iv. Noise. Noise levels shall not increase ambient noise levels by five (5) dba as measured at all property lines abutting residential development and other sensitive receptors. This may be achieved through one (1) or more of the following methods, as determined by the Community Development Director or their designee and/or Planning Commission:

a. All deliveries and exterior building and landscaping maintenance and cleaning activities may be limited as necessary to achieve compatibility with adjacent sensitive land uses.

b. Hours of operation may be limited as necessary to achieve compatibility with adjacent sensitive land uses.

c. The applicant shall provide a noise study prepared by an acoustic engineer indicating that the proposed operation will not increase ambient noise levels by five (5) dba as measured at all property lines abutting residential development and other sensitive receptors.

d. The applicant shall provide the plans and specifications for any potential noise sources (e.g., the speaker system, trash compactor, delivery trucks, etc.).

e. If speakers are utilized, the speaker box shall be oriented away from adjacent residences and other sensitive receptors.

F ~~E~~. **Other Municipal Code Standards**

All other requirements of the Municipal Code not specifically provided in the Downtown Plan apply including, but not limited to, screening (i.e. rooftop mechanical equipment), trash enclosures, and the installation of underground utilities.

SECTION 8. Code Amendment. "Service, recreational, educational and public assembly uses" Category of Table 2-12 of Section 26-51 of the West Covina Municipal

Code shall be amended to add the following uses and inserted/arranged consistently in alphabetical order (changes denoted in underline):

Uses and Permit Requirements for Mixed-Use Zones	**Zones**					**Special Regulations**
Use Types	**OPMU**	**NMU**	**RMU**	**SMU**	**M-1**	
Drive-through, modification of existing permitted drive-throughs only (food establishments)		CUP	CUP	CUP		Section 26-116
Drive-through, new (food establishments)						

SECTION 9. Code Amendment. Subsection (a) of Section 26-116 of the West Covina Municipal Code shall be amended to read as follows (changes denoted in underline and strikethrough):

(a) New drive-through~~Drive-through~~ facilities shall not be within five hundred (500) feet of another drive-through facility. This shall be measured from the building and/or queuing lane, whichever is closer.

SECTION 10. Code Amendment. Subsection (b) of Section 26-116 of the West Covina Municipal Code shall be amended to read as follows (changes denoted in underline and strikethrough):

(b) Area requirements. Every new drive-through facility shall be located on a site having an area of not less than ten thousand (10,000) square feet and a minimum street frontage of not less than one hundred (100) feet.

SECTION 11. Code Amendment. Subsection (c) of Section 26-116 of the West Covina Municipal Code shall be amended to read as follows (changes denoted in underline and strikethrough):

(c) New drive-through~~Drive-through~~ facilities are prohibited in the West Covina Downtown Plan area.

SECTION 12. Code Amendment. Renumber Subsections c) through f) of Section 26-127(b)(1)(xv) of the West Covina Municipal Code to Section 26-127(b)(1)(xvi) through (xix), respectively to read as follows (changes denoted in underline and strikethrough):

(xv) Occupation of parking spaces by the facility and by the attendant may not reduce available parking spaces below the minimum number required for the primary host use unless all of the following conditions exist:

a) The facility is located in a convenience zone or a potential convenience zone as designated by the California Department of Conservation.

b) A parking study shows that the existing parking capacity is not already fully utilized during the time the recycling facility is in operation.

(xvi) ~~c)~~ If the permit expired without renewal, the recycling facility shall be removed from the site on the day following permit expiration.

(xvii) ~~d)~~ A twelve-inch (12") by twelve-inch (12") sign which states the redemption value offered shall be posted daily.

(xviii) ~~e)~~ The small collection facility shall be screened when determined by the review authority to reduce visibility impacts from off-site and main traffic areas on-site.

(xix) ~~f)~~ Small collection facilities shall only be located on a property with a market that is greater than twenty thousand (20,000) square feet in floor area.

SECTION 13. CEQA. Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the City Council finds and determines that the Ordinance is exempt from CEQA under Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Ordinance would not result in direct or indirect physical changes in the environment and does not involve any construction or additions to any existing structures.

SECTION 14. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of West Covina hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 15. Certification. The City Clerk shall certify passage of this Ordinance and shall cause the same to be published as required by law.

SECTION 16. Effective Date. This Ordinance shall take effect and be in force on the 31st day after the date of its passage.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

_____
Tony Wu
Mayor

APPROVED AS TO FORM

_____
Thomas P. Duarte
City Attorney

ATTEST

_____
Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2533 was introduced at a regular meeting of the City Council held on the 2nd day of September, 2025, and adopted at a regular meeting of the City Council held on the ____ day of _____, 2025 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Monique S. De La Rosa
Deputy City Clerk

PLANNING COMMISSION

RESOLUTION NO. 25-6169

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST COVINA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF CODE AMENDMENT NO. 25-01, AMENDING CHAPTER 26 (ZONING) OF THE WEST COVINA MUNICIPAL CODE AND THE DOWNTOWN PLAN AND CODE TO ALLOW MODIFICATIONS TO EXISTING DRIVE-THROUGH FOOD ESTABLISHMENTS THROUGH THE CONDITIONAL USE PERMIT PROCESS

WHEREAS, on February 20, 2024, the City Council approved Code Amendment No. 23-01, adopting Ordinance No. 2519, known as the "Development Code Update" which amended the City of West Covina Municipal Code including the consolidation of the Subdivision Code (Chapter 20) and the Zoning Code (Chapter 26) into one Development Code (Chapter 26), and included provisions prohibiting the construction and new uses of drive-through food establishments throughout the City; and

WHEREAS, on June 17, 2025, the City Council voted by minute-motion to direct staff to explore Amending the Development Code to allow for existing drive-throughs to be modified; and

WHEREAS, it is necessary to amend Chapter 26 (Zoning) of the West Covina Municipal Code and the Downtown Plan and Code to allow the modifications of existing drive-throughs to provide the opportunity to correct traffic, queuing, and vacancy issues that are contributed by the existing drive-through design; and

WHEREAS, on July 22, 2025, the Planning Commission conducted a duly noticed public hearing as prescribed by law to consider the code amendment, gave all persons interested therein an opportunity to be heard, and voted to recommend the City Council's approval and adoption of the code amendment; and

WHEREAS, based on review of the State California Environmental Quality Act (CEQA) Guidelines, the Planning Commission finds and determines that the ordinance is statutorily exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The ordinance would not result in physical change in the environment and does not involve any construction or additions to any existing structures; and

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

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

SECTION NO. 1: The above recitals are true and correct and are incorporated herein as if set forth herein in full.

SECTION NO. 2: Based on all evidence presented and the findings set forth herein, Code Amendment No. 25-01 is hereby found to be consistent with the West Covina General Plan and the implementation thereof, and that the public necessity, convenience, general welfare, and good zoning practices require Code Amendment No. 25-01.

SECTION NO. 3: Based on all evidence presented and the following findings, the Planning Commission of the City of West Covina hereby recommends to the City Council of the City of West Covina that it approves Code Amendment No. 25-01 as shown on EXHIBIT "A."

Findings

(a) *The proposed amendment ensures and maintains internal consistency with the goals, policies, and strategies of all elements of the General Plan, and, in the case of a Zoning Code amendment, will not create any inconsistencies with this Chapter.*

The purpose of the code amendment is to allow for the modifications of existing permitted drive-through food establishments to correct issues related to traffic, queuing, vacancy, etc. Therefore, Code Amendment No. 25-01 maintains internal consistency with the goals, policies, and strategies of all elements in the General Plan and will not create any inconsistencies within Chapter 26.

(b) *The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the City.*

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City. Code Amendment No. 25-01 is designed to improve the welfare of the City by allowing the opportunity to modify existing permitted drive-throughs to correct issues that are negatively impacting the community.

(c) *The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).*

Code Amendment No. 25-01 is statutorily exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Code Amendment would not result in direct or indirect physical change in the environment and does not involve any construction or additions to any existing structures.

SECTION NO. 4. CEQA. Pursuant to the State California Environmental Quality Act (CEQA) Guidelines, the Planning Commission finds and determines that the ordinance is statutorily exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The ordinance would not result in direct or indirect physical change in the environment and does not involve any construction or additions to any existing structures.

SECTION NO. 5: The Secretary is instructed to forward a copy of this Resolution to the City Council for their attention in the manner as prescribed by law and this Resolution shall go into force and effect upon its adoption.

SECTION NO. 6: Based on all the documents, oral testimony, and other evidence presented in connection with this proceeding and in this Resolution, the Planning Commission recommends that the City Council approve Code Amendment No. 25-01.

PASSED, APPROVED, AND ADOPTED this 22nd day of July, 2025.

Livier Becerra, Chairperson
Planning Commission

Attest:

Jo-Anne Burns, Secretary
Planning Commission

CERTIFICATION

I HEREBY CERTIFY, that the foregoing Resolution was adopted by the Planning Commission of the City of West Covina, at a regular meeting held on the 22nd day of July 2025, by the following vote.

AYES: Lewis, Heng, Castellanos, Becerra

NOES: None

ABSTAIN: None

ABSENT: Reyes

Jo-Anne Burns, Secretary
Planning Commission

EXHIBIT A

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING CODE AMENDMENT NO. 25-01, AMENDING CHAPTER 26 (ZONING) OF THE WEST COVINA MUNICIPAL CODE AND THE DOWNTOWN PLAN AND CODE TO ALLOW MODIFICATIONS TO EXISTING DRIVE-THROUGH FOOD ESTABLISHMENTS THROUGH THE CONDITIONAL USE PERMIT PROCESS

WHEREAS, on February 20, 2024, the City Council approved Code Amendment No. 23-01, adopting Ordinance No. 2519, known as the "Development Code Update" which amended the City of West Covina Municipal Code including the consolidation of the Subdivision Code (Chapter 20) and the Zoning Code (Chapter 26) into one Development Code (Chapter 26), and included provisions prohibiting the construction and new uses of drive-through food establishments throughout the City; and

WHEREAS, on June 17, 2025, the City Council voted by minute-motion to direct staff to explore Amending the Development Code to allow for existing drive-throughs to be modified; and

WHEREAS, it is necessary to amend Chapter 26 (Zoning) of the West Covina Municipal Code and the Downtown Plan and Code to allow the modifications of existing drive-throughs to provide the opportunity to correct traffic, queuing, and vacancy issues that are contributed by the existing drive-through design; and

WHEREAS, on July 22, 2025, the Planning Commission conducted a duly noticed public hearing as prescribed by law to consider the code amendment, gave all persons interested therein an opportunity to be heard, and voted to recommend the City Council's approval and adoption of the code amendment; and

WHEREAS, on September 2, 2025, the City Council conducted a duly noticed public hearing as prescribed by law on this Ordinance; and

WHEREAS, the Ordinance is statutorily exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Ordinance would not result in direct or indirect physical changes in the environment and does not involve any construction or additions to any existing structures; and

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

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

SECTION 1. Recitals. The City Council finds that all facts set forth in the recitals to this Ordinance are true and correct and incorporated herein as findings.

SECTION 2. Record. The findings made in this Ordinance are based upon the information and evidence presented at the hearings and submitted into the record of the proceedings.

SECTION 3. Notice and Opportunity to Comment. The City Council finds that agencies and interested members of the public have been afforded ample notice and opportunity to comment on Code Amendment No. 25-01.

SECTION 4. General Plan Consistency. Based on the evidence presented, Code Amendment No. 25-01 is found to be consistent with the City's General Plan.

SECTION 5. Findings. In accordance with Section 26-292 of Chapter 26 of the West Covina Municipal Code, the City Council makes the following findings regarding Code Amendment No. 25-01:

(a) *The proposed amendment ensures and maintains internal consistency with the goals, policies, and strategies of all elements of the General Plan, and, in the case of a Zoning Code amendment, will not create any inconsistencies with this Chapter.*

The purpose of the code amendment is to allow for the modifications of existing permitted drive-through food establishments to correct issues related to traffic, queuing, vacancy, etc. Therefore, Code Amendment No. 25-01 maintains internal consistency with the goals, policies, and strategies of all elements in the General Plan and will not create any inconsistencies within Chapter 26.

(b) *The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the City.*

The proposed amendment will not be detrimental to the public interest, health, safety, convenience or welfare of the City. Code Amendment No. 25-01 is designed to improve the welfare of the City by allowing the opportunity to modify existing permitted drive-throughs to correct issues that are negatively impacting the community.

(c) *The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).*

Code Amendment No. 25-01 is statutorily exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Code Amendment would not result in direct or indirect physical change in the environment and does not involve any construction or additions to any existing structures.

SECTION 6. Code Amendment. Table 4.3.1 (Permitted Land Uses) of Section 3 (Land Use Standards) of the West Covina Downtown Plan & Code shall be amended to allow modifications to existing permitted drive-throughs in the T4-GU zones through a conditional use permit process.

SECTION 7. Code Amendment. Subsection E of Section 10.1 of the West Covina Downtown Plan & Code shall be renumbered to F with a new subsection E to read as follows:

E. **Drive-through findings and standards**

i. Findings. The Planning Commission shall not grant a Conditional use Permit to modify an existing drive-through facility without making the findings (1) through (6) listed in Section 26-116(j) of the West Covina Municipal Code.

ii. Design Standards. The following standards shall apply to the design of any development providing a drive-through service and/or modifying an existing drive-through.

a. Drive-through lanes shall not obstruct the circulation routes necessary for access to the property, parking areas (including backup area of parking spaces), and pedestrian walkways.
b. Drive-through facilities within an integrated shopping center shall be consistent with the center in terms of architectural design and detailing, roof material, exterior finish materials and color.
c. Each drive-through aisle shall be appropriately screened with a combination of landscaping, low decorative walls, and/or berms to prevent headlight glare from impacting adjacent residences, businesses, public rights-of-way, and parking lots.
d. Landscaping along the drive-through aisle shall be a minimum of five (5) feet in width.
e. Decorative paving shall be incorporated at project entrances and in pedestrian areas to improve the aesthetics of the pedestrian environment.
f. New buildings with drive-through facilities shall orient the primary building entrance toward the street to provide direct access to the public sidewalk.

iii. Queuing. Modifications to existing drive-through facilities shall require a parking and queuing study that is based on similar operations, addressing the anticipated traffic volumes and vehicular stacking needs of the proposed business. Queuing lanes shall not interfere with the use of or access to any parking or loading spaces.

iv. Noise. Noise levels shall not increase ambient noise levels by five (5) dba as measured at all property lines abutting residential development and other sensitive receptors. This may be achieved through one (1) or more of the following methods, as determined by the Community Development Director or their designee and/or Planning Commission:

a. All deliveries and exterior building and landscaping maintenance and cleaning activities may be limited as necessary to achieve compatibility with adjacent sensitive land uses.

b. Hours of operation may be limited as necessary to achieve compatibility with adjacent sensitive land uses.

c. The applicant shall provide a noise study prepared by an acoustic engineer indicating that the proposed operation will not increase ambient noise levels by five (5) dba as measured at all property lines abutting residential development and other sensitive receptors.

d. The applicant shall provide the plans and specifications for any potential noise sources (e.g., the speaker system, trash compactor, delivery trucks, etc.).

e. If speakers are utilized, the speaker box shall be oriented away from adjacent residences and other sensitive receptors.

F ~~E~~.**Other Municipal Code Standards**

All other requirements of the Municipal Code not specifically provided in the Downtown Plan apply including, but not limited to, screening (i.e. rooftop mechanical equipment), trash enclosures, and the installation of underground utilities.

SECTION 8. Code Amendment. "Service, recreational, educational and public assembly uses" Category of Table 2-12 of Section 26-51 of the West Covina Municipal Code shall be amended to add the following uses and inserted/arranged consistently in alphabetical order:

Uses and Permit Requirements for Mixed-Use Zones	**Zones**					**Special Regulations**
Use Types	**OP MU**	**NMU**	**RMU**	**SMU**	**M-1**	
Drive-through, modification of		CUP	CUP	CUP		Section 26-

Uses and Permit Requirements for Mixed-Use Zones	Zones					Special Regulations
Use Types	OP MU	NMU	RMU	SMU	M-1	
existing permitted drive-throughs only (food establishments)						116
Drive-through, new (food establishments)						

SECTION 9. Code Amendment. Subsection (a) of Section 26-116 of the West Covina Municipal Code shall be amended to read as follows:

(a) New drive-through~~Drive-through~~ facilities shall not be within five hundred (500) feet of another drive-through facility. This shall be measured from the building and/or queuing lane, whichever is closer.

SECTION 10. Code Amendment. Subsection (b) of Section 26-116 of the West Covina Municipal Code shall be amended to read as follows:

(b) Area requirements. Every new drive-through facility shall be located on a site having an area of not less than ten thousand (10,000) square feet and a minimum street frontage of not less than one hundred (100) feet.

SECTION 11. Code Amendment. Subsection (c) of Section 26-116 of the West Covina Municipal Code shall be amended to read as follows:

(c) New drive-through~~Drive-through~~ facilities are prohibited in the West Covina Downtown Plan area.

SECTION 12. Code Amendment. Renumber Subsections c) through f) of Section 26-127(b)(1)(xv) of the West Covina Municipal Code to Section 26-127(b)(1)(xvi) through (xix), respectively to read as follows:

(xv) Occupation of parking spaces by the facility and by the attendant may not reduce available parking spaces below the minimum number required for the primary host use unless all of the following conditions exist:

a) The facility is located in a convenience zone or a potential convenience zone as designated by the California Department of Conservation.

b) A parking study shows that the existing parking capacity is not already fully utilized during the time the recycling facility is in operation.

——(xvi) ~~e)~~ If the permit expired without renewal, the recycling facility shall be removed from the site on the day following permit expiration.

——(xvii) ~~d)~~ A twelve-inch (12") by twelve-inch (12") sign which states the redemption value offered shall be posted daily.

——(xviii) ~~e)~~ The small collection facility shall be screened when determined by the review authority to reduce visibility impacts from off-site and main traffic areas on-site.

——(xix) ~~f)~~ Small collection facilities shall only be located on a property with a market that is greater than twenty thousand (20,000) square feet in floor area.

SECTION 13. CEQA. Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the City Council finds and determines that the ordinance is statutorily exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The Ordinance would not result in direct or indirect physical changes in the environment and does not involve any construction or additions to any existing structures.

SECTION 14. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of West Covina hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 15. Certification. The City Clerk shall certify passage of this Ordinance and shall cause the same to be published as required by law.

SECTION 16. Effective Date. This Ordinance shall take effect and be in force on the 31st day after the date of its passage.

PASSED, APPROVED AND ADOPTED this 16th day of September 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. #### was introduced at a regular meeting of the City Council held on the 2nd day of September 2025, and adopted at a regular meeting of the City Council held on the 16th day of September 2025 by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick
Assistant City Clerk