CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

MARCH 3, 2026, 7:00 PM
REGULAR MEETING

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

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

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

AMERICANS WITH DISABILITIES ACT
The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at 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 MARCH 3, 2026, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Pastor Samuel Martinez from Amazing Love Ministries

PLEDGE OF ALLEGIANCE
Led by Students Participating in Student Government Day

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Certificates of Recognition — Student Government Day
- Taste of West Covina Presentation Recognizing Sun Day Carwash
- Taste of West Covina Presentation Recognizing Dough Dudes Pizza

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

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.

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

APPROVAL OF MEETING MINUTES

1) CONSIDERATION OF APPROVAL OF THE FEBRUARY 17, 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES, THE FEBRUARY 17, 2026, AND THE DECEMBER 2, 2025 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.

That the Council approve the February 17, 2026, City Council/Successor Agency Regular Session Meeting Minutes, the February 17, 2026, City Council/Successor Agency Closed Session Meeting Minutes and the December 2, 2025, City Council/Successor Agency Regular Session Meeting Minutes.

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

2) CONSIDERATION OF ADOPTION OF ORDINANCE NO. 2537 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE TO ADD ARTICLE XII, ENTITLED "CODE OF CONDUCT"

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

ORDINANCE NO. 2537 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE TO ADD ARTICLE XII, ENTITLED "CODE OF CONDUCT"

FIRE DEPARTMENT

3) CONSIDERATION OF PURCHASE OF A FIRE UTILITY TERRAIN VEHICLE (UTV) AND ASSOCIATED BUDGET AMENDMENT

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

1. Find that compliance with the City's bidding requirements and procedures is not in the best interest of the City for the procurement of a Utility Terrain Vehicle (UTV) configured for emergency response, patient transport and mutual aid deployment requirements in accordance with Section 2-335(10) of the West Covina Munincipal Code.
2. Authorize the purchase of one (1) 2026 Prowler Crew Cab 4x4 Utility Terrain Vehicle (UTV) configured for emergency response, patient transport, and mutual aid deployment requirements with emergency lights and siren upfitting from Ultimate Performance Corporation dba ATV Corp. in the amount of $60,894.71 (including sales tax, delivery, and options) and authorize the Acting City Manager to execute the purchase order for such purchase.
3. Authorize the purchase and installation of Fire Department logo and numbering decals from Graphix Systems in the amount of $587.52 and authorize the Acting City Manager to execute the purchase order for such purchase.
4. Approve a 5% contingency, totaling $3,074.11, for miscellaneous equipment associated with the UTV purchase.
5. Adopt the following resolution:

RESOLUTION NO. 2026-18 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (FIRE UTILITY TERRAIN VEHICLE)

PUBLIC WORKS

4) REVIEW OF THE REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES FOR CITY FACILITIES

Public Works staff recommends that the City Council authorize the Public Works Department to issue a formal Request for Proposals (RFP) to obtain competitive proposals for janitorial services for City facilities.

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

5) REVIEW OF INVESTIGATION REPORT PREPARED BY GEMELLI EMPLOYMENT LAW REGARDING CONCERNS RAISED BY COUNCILMEMBERS AT SEPTEMBER 16, 2025 COUNCIL MEETING

It is recommended that the City Council:

1. Receive and file the Confidential Investigation Report prepared by Gemelli Employment Law dated February 26, 2026;
2. Direct staff and/or outside counsel to prepare and present recommendations addressing governance structure, lines of authority, and appropriate administrative protocols within the council-manager form of government for consideration at a future duly noticed City Council meeting; and
3. If the City Council wishes to consider any formal action in response to the Investigation Report, direct staff to agendize such action for consideration at a future duly noticed City Council meeting.

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	March 17, 2026	7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Section 2-47. - Addressing the council.

Pursuant to the California Government Code, any person wishing to address the city council on any matter on the agenda or on any other matter within their jurisdiction, excluding any matter set for a public hearing, may do so upon first securing the recognition of the presiding officer during the time designated as "Oral Communications" on the agenda. The city council may not act on any item unless it is listed on the agenda.

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

(a) Each person wishing to address the city council shall submit a speaker card to the city clerk prior to the commencement of the time designated for oral communications. No speaker cards will be accepted after the commencement of oral communications, except at the discretion of the presiding officer.
(b) When called forward by the presiding officer or the city clerk, each person addressing the city council shall step up to the

podium and give his or her name and city of residence in an audible tone of voice for the record.
(c) Each person addressing the city council during oral communications shall limit his or her comments to three (3) minutes, unless the time limit is modified by the presiding officer or the city council. In order to provide all speakers the opportunity to participate in oral communications, the presiding officer or the city council may reduce the time limit to allow reasonable time for all speakers to address the city council.
(d) All remarks shall be addressed to the city council as a body and not to any member thereof. No person, other than the city council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the city council, without the permission of the presiding officer. No question shall be asked of a council member except through the presiding officer.
(e) The presiding officer may require any person to be sworn as a witness before addressing the city 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 California Penal Code.

Section 2-50. - Decorum—Required.
(a) While the city council is in session, council members shall preserve order and decorum, and a council member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any council 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 disrupts, disturbs, impedes, impairs, or renders infeasible 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 presiding officer that the behavior is disrupting the meeting and failure to cease the behavior may result in removal from the meeting:
(1) Addressing the mayor or city council without first being recognized.
(2) Persisting in addressing a subject or subjects, other than that before the mayor and city council.
(3) Repetitiously addressing the same subject.
(4) Failing to relinquish the podium when directed to do so.
(5) From the audience, interrupting or attempting to interrupt, a speaker, the presiding officer, a council member, or a staff member, or shouting or attempting to shout over a speaker, the presiding officer, a council member or a staff member.
(6) From the audience, engaging in disorderly, disruptive, or boisterous conduct, including, but not limited to, handclapping, stomping of feet, whistling, making noise, use of abusive, threatening or profane language or obscene gestures, yelling, obstructing the view of other audience members, or similar conduct which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting.
(7) As a speaker, 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; interrupting or attempting to interrupt the presiding officer, a council member, or a staff member; shouting over or attempting to shout over the presiding officer, a council member, or a staff member; or engaging in any other disorderly conduct which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting. Nothing in this section or any rules of the city 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.
(8) Engaging in behavior that constitutes use of force or a true threat of force.
(c) It shall be unlawful to violate the provisions of this section. A person violating this section may be removed and barred from further participation at the meeting at which the violation occurs.
(d) 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.

Section 2-51. - Enforcement of decorum.

The chief of police or any member or members of the police department or other members of the city staff may be designated by the council to be sergeant-at-arms when, in the opinion of the presiding officer, the services of a sergeant-at-arms is necessary, and the sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum in accordance with section 2-50 at the council meeting, including, but not limited to, removing and barring from further participation at the meeting any person who is willfully disrupting the orderly conduct of the meeting.

Section 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:

Section 148. Resisting public or peace officers or emergency medical technicians in discharge of their duties; Removal of weapon from person or presence of public or peace officer.

(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.

Section 403. Disturbance of assembly or meeting other than religious or political.

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 302 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: March 3, 2026

TO: Mayor and City Council

FROM:

SUBJECT: **CONSIDERATION OF APPROVAL OF THE FEBRUARY 17, 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES, THE FEBRUARY 17, 2026, AND THE DECEMBER 2, 2025 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES CITY COUNCIL/SUCCESSOR AGENCY CLOSED SESSION MEETING MINUTES.**

RECOMMENDATION:

That the Council approve the February 17, 2026, City Council/Successor Agency Regular Session Meeting Minutes, the February 17, 2026, City Council/Successor Agency Closed Session Meeting Minutes and the December 2, 2025, City Council/Successor Agency Regular Session Meeting Minutes.

DISCUSSION:

That the City Council adopt the attached minutes.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - 2/27/2026 Closed Session Minutes Draft

Attachment No. 2 - 2/17/2026 Regular Session Minutes Draft

Attachment No. 3 - 12/2/2025 Regular Session Minutes Draft

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

FEBRUARY 17, 2026, 6:00 PM
REGULAR MEETING - CLOSED SESSION

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

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

MINUTES

CALL TO ORDER
A Regular Session Meeting was called to order by Mayor Lopez-Viado on Tuesday, February 17, 2026, at 6:00 p.m., in the Management Resource Center, 1444 West Garvey Avenue South, West Covina, California.

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

Absent: None

DRAFT

City Staff: Milan Mrakich, Acting City Manager, Roxanne Lerma, Assistant City Manager, Nilesh Mehta, Assistant City Manager. Thomas Duarte, City Attorney, Thomas O'Connell. Buchalter

PUBLIC COMMENTS ON ITEMS ON THE AGENDA
None

CLOSED SESSION

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

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION — Significant exposure to litigation pursuant to Government Code § 54956.9(d)(4)
Number of Cases: One (1)

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

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

Unrepresented Employee Group

- Department Heads

REPORTING OUT
The City Council met in closed session to consider litigation against Councilmember Gutierrez in Los Angeles Superior Court related to a California Public Records request and Councilmember Gutierrez's obligation to preserve and protect city documents.

Councilwoman Diaz moved and Mayor Pro Tem Cantos seconded a motion. The motion carried 4-0 to file suit with Councilmember Gutierrez recusing himself.

ADJOURNMENT

DRAFT

A motion to adjourn the Regular Closed Meeting was made by Mayor Letty Lopez-Viado, and the meeting was adjourned at 6:55 p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, February 2, 2026, at 6:00 p.m. in the Management Resource Center 3rd Floor, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

_____
Lisa Sherrick
Assistant City Clerk

_____
Letty Lopez-Viado
Mayor

DRAFT

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

FEBRUARY 17, 2026, 7:00 PM
REGULAR MEETING

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

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

MINTUES

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

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

PLEDGE OF ALLEGIANCE
Led by Danica Valdovinos, Student at San Jose Charter Academy

ROLL CALL
Council Members

DRAFT

Present: Council Members, Rosario Diaz, Gutierrez, Wu, Mayor Pro Tem Ollie Cantos, Mayor Letty Lopez-Viado

REPORTING OUT FROM CLOSED SESSION
The City Council met in closed session to consider litigation against Councilmember Gutierrez in Los Angeles Superior Court related to a California Public Records request and Councilmember Gutierrez's obligation to preserve and protect city documents.

Councilwoman Diaz moved and Mayor Pro Tem Cantos seconded a motion. The motion carried 4-0 to file suit with Councilmember Gutierrez recusing himself.

PRESENTATIONS

- Certificate and Street Sign Celebrating the Retirement of Lt. Mike Weathermon
- Presentation by UEI
- Certificate of Recognition for Student Leading the Pledge of Allegiance
- Taste of West Covina Presentation Recognizing Sushiholics
- Taste of West Covina Presentation Recognizing Fresco Pizza Plus

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

ORAL COMMUNICATIONS - Three (3) minutes per speaker
Tom Kiesche
Jerri Potras
Kimberly Duke
Mario Sobalvarro
John Shewmaker
Glenn Kennedy
Josh Murry
Douglas Fore
Sherrie Berrillon
Dennis Phillips
Eric P
Ginny Phillips
JD

CONSENT CALENDAR
ACTION: Motion by Councilwoman Diaz and Second by Councilman Wu, 5-0 to: *Approve Consent Calendar Items 2-4. (Item No. 1 was pulled by Councilmember Gutierrez.)*

ACTION: Motion by Councilman Wu and Mayor Pro Tem Cantos, 4-1(No: Gutierrez) to: *Approve Consent Calendar Item No. 1. (Item No. 1 was pulled by Councilmember Gutierrez)*

DRAFT

APPROVAL OF MEETING MINUTES

1) **CONSIDERATION OF APPROVAL OF THE FEBRUARY 3, 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES, THE FEBRUARY 3, 2026, AND THE DECEMBER 16, 2025 CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.**

Carried 4-1 (No: Gutierrez) to: approve February 3, 2026, City Council/Successor Agency Regular Session Meeting Minutes, February 3, 2026, City Council/Successor Agency Closed Session Meeting Minutes and December 16, 2025, City Council/Successor Agency Regular Session Meeting Minutes.

CITY MANAGER'S OFFICE

2) **CONSIDERATION OF CANCELLATION OF AUGUST 4, 2026 AND NOVEMBER 3, 2026 COUNCIL MEETINGS**

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

- August 4, 2026 (National Night Out)
- November 3, 2026 (Election Night)

COMMUNITY DEVELOPMENT

3) **CONSIDERATION OF APPROVAL OF 2025 ENGINEERING AND TRAFFIC SURVEY OF 69 LOCATIONS AND ORDINANCE AMENDING SECTION 22-131 OF DIVISION 4 OF ARTICLE IV OF CHAPTER 22 OF THE WEST COVINA MUNICIPAL CODE**

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

1. Adopt the following resolution:

RESOLUTION NO. 2026-23 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE CITY OF WEST COVINA'S 2025 ENGINEERING AND TRAFFIC SURVEY OF 69 LOCATIONS

2. Introduce the following ordinance:

ORDINANCE NO. 2538 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING SECTION 22-131 OF DIVISION 4 OF ARTICLE IV OF CHAPTER 22 OF THE WEST COVINA MUNICIPAL CODE TO REVISE SPEED LIMITS AT 69 LOCATIONS BASED UPON THE 2025 ENGINEERING AND TRAFFIC SURVEY

COMMUNITY DEVELOPMENT

DRAFT

4) **CONSIDERATION OF APPROVAL OF THE CITY ENGINEER'S CERTIFICATION OF THE EXTENSION OF THE 2017 ENGINEERING AND TRAFFIC SURVEY TO 14 YEARS, THROUGH OCTOBER 2031**

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

RESOLUTION NO. 2026-24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE CITY ENGINEER'S CERTIFICATION OF THE EXTENSION OF THE CITY OF WEST COVINA'S 2017 ENGINEERING AND TRAFFIC SURVEY FOR 126 STREET SEGMENTS TO 14 YEARS

CITY COUNCIL REQUESTS FOR REPORTS

5) UPDATE ON ESTABLISHING A VETERANS ADVISORY COMMITTEE

ACTION: Motion by Councilwoman Diaz and a Second by Councilmember Gutierrez, 5-0 to: post a description of the committee, ask for applications from interested parties and work with the City Attorney's office to put forth a resolution for approval.

6) **PROMOTIONAL PLAN FOR CITY-WIDE SPECIAL EVENTS**

ACTION: Motion by Mayor Lopez-Viado and a Second by Mayor Pro Tem Cantos, 4-0 (No: Gutierrez) to: move forward with staff's recommendation.

7) **DIRECTION FOR SPAYING, NEUTERING, AND/OR MICROCHIPPING OF PETS**

ACTION: Motion by Mayor Pro Tem Cantos and a Second by Mayor Lopez-Viado, 5-0 to: come back to Council with an ordinance to spay, neuter and microchipping pets including information on what other cities are doing, low cost veterinarian services, licensing education, and a mechanism to hold residents responsible for abandoned pets..

MAYOR/COUNCILMEMBERS REPORTS - AB 1234 Conference and Meeting Report
None

-THIS SECTION INTENTIONALY LEFT BLANK-
CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

DRAFT

- Mayor Pro Tem Cantos asked staff to look into the extent that members are not attending the Community and Senior Services Commission, perhaps a change needs to be made. A second by Gutierrez, no objection.
- Mayor Pro Tem Cantos asked for a Citywide walkability survey, specifically looking into areas where there are no pedestrian paths of travel. Mayor agreed to this for major streets, Councilmember Gutierrez mentioned that the survey would be helpful when residents have inquiries about a lack of sidewalks. Councilwoman Diaz and Councilman Wu mentioned the fiscal cost of constructing sidewalks. Direction was given to also see if CDBG funding and Loan Preservation Funds could be used for sidewalks. There was no objection.
- Mayor Pro Tem stated the residents are upset and angry over the condition of shopping centers and the medians in the City. Can staff go around and state what they see and what needs fixing with regards to beautification. No objection.
- Councilmember Gutierrez asked that when the cost analysis comes back to Council regarding Fire Station 1, that Council is informed/included there are 7 designs that were not made public or provided to the Council as a whole. No objection.
- Councilmember Gutierrez asked to consider and RFP to be conducted by Human Resources for legal services proposed by the City Attorney position for the City of West Covina based upon overcharges for the last 5 years, an additional request to hire an attorney audit firm regarding the bills since there is little description of detail. There was a motion by Councilmember Gutierrez second by Mayor Pro Tem Cantos to provide a cost analysis to the Council with regards to the Cost Analysis. Request passed with Councilman Wu and Councilwoman Diaz voting No.

CITY COUNCIL COMMENTS

- The Council wished everyone a Happy Lunar New Year

ADJOURNMENT

A motion to adjourn the Regular Meeting was made, and the meeting was adjourned at 9:47 p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, March 3, 2026, at 7:00 p.m. in the Council Chamber, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

_____
Lisa Sherrick
Assistant City Clerk

_____
Letty Lopez Viado
Mayor

DRAFT

ATTACHMENT NO. 2

DRAFT

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

DECEMBER 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

MINUTES

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

INVOCATION
Led by Pastor Kelly Dupee

PLEDGE OF ALLEGIANCE
Led by Mayor Lopez-Viado
ROLL CALL
Council Members
Present: Council Members, Rosario Diaz, Gutierrez, Ollie Cantos, Mayor Pro Tem Lopez-Viado, Mayor Wu

REPORTING OUT FROM CLOSED SESSION
None

PRESENTATIONS:

- **Certificate Recognizing Gayle Mason for Civic Service**
- **Certificate Recognizing Honoring Sandra Taylor for Civic Service**
- **Certificate Recognizing Corless Roanoke for Civic Service**

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

ORAL COMMUNICATIONS - Three (3) minutes per speaker
Sage Newman
Josh Murry
John Shewmaker
Brian Calderon Tabatabai
Nikki Rodriguez Ahern
Glenn Kenndey
Doug Fore
Mario Sobalvarro

CONSENT CALENDAR
ACTION: Motion by Councilman Cantos and Second by Councilmember Gutierrez, 5-0 to: *Approve Consent Calendar Items 2 and 3. (Item No. 1, was pulled by Councilmember Gutierrez).*

ACTION: Motion by Councilmember Gutierrez Wu and Second by Councilman Cantos 5-0 to: *Approve Consent Calendar Item No. 1. (Item No. 1 was pulled by Councilmember Gutierrez)*

CITY MANAGER'S OFFICE

1) **CONSIDERATION OF FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS FOR A PORTION OF DEVELOPMENT SITE (APN 8474-007-940) IN THE CITY OF WEST COVINA**

Carried 5-0 to: execute the First Amendment to the Purchase and Sale Agreement & Joint Escrow Instructions with Real SAET West Covina, LLC (Project Passion Restaurant Group) for the sale of City-owned property located at the northeast corner of the West Covina Mall on E. Garvey Avenue South.

FINANCE DEPARTMENT

2) **CONSIDERATION OF THE REMOVAL OF THE LEAD JAILER CLASSIFICATION AND THE ESTABLISHMENT OF THE POLICE JAIL SUPERVISOR CLASSIFICATION AND APPROVAL OF THE CLASS SPECIFICATIONS AND**

SALARY RANGE FOR SUCH CLASSIFICATION

Carried 5-0 to: approve the removal of the Lead Jailer classification and the establishment of the Police Jail Supervisor classification by adopting the following resolution:

RESOLUTION NO. 2025-95 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REMOVAL OF THE LEAD JAILER CLASSIFICATION AND THE ESTABLISHMENT OF THE POLICE JAIL SUPERVISOR CLASSIFICATION AND APPROVING THE CLASS SPECIFICATIONS AND SALARY RANGE FOR SUCH CLASSIFICATION

3) **CONSIDERATION OF ESTABLISHMENT OF THE EXECUTIVE ASSISTANT CLASSIFICATION AND APPROVAL OF THE CLASS SPECIFICATION AND SALARY RANGE FOR THE EXECUTIVE ASSISTANT CLASSIFICATION**

Carried 5-0 to: recommend that the City Council approve the establishment of the Executive Assistant classification by adopting the following resolution:

RESOLUTION NO. 2025-96 -A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE ESTABLISHMENT OF THE EXECUTIVE ASSISTANT CLASSIFICATION AND APPROVING THE CLASS SPECIFICATIONS AND SALARY RANGE FOR SUCH CLASSIFICATION

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

4) **REORGANIZATION OF MAYOR AND MAYOR PRO TEM**

Mayor Wu nominated Mayor Pro Tem Lopez-Viado for Mayor in accordance with the order of mayoral succession outlined by Section 2-21 of the West Covina Municipal Code, there was no objection.

MAYOR/COUNCILMEMBERS REPORTS
None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

- Councilman Wu asked staff to look into abuse of the ADA, second by Mayor Lopez-Viado. No objection
- Councilman Wu asked for proof of Councilmember Gutierrez's autism, second by Mayor Lopez Viado. No objection.
- Mayor Lopez-Viado request that all future agendas have the City Manager's Report prior to Oral Communication, second by Councilman Wu. No objection.

CITY COUNCIL COMMENTS
None

ADJOURNMENT

A motion to adjourn the Regular Meeting was made by Mayor Letty Lopez-Viado, and the meeting was adjourned at 8:40 p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, December 16, 2025, at 7:00 p.m. in the Council Chamber, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

_____
Lisa Sherrick
Assistant City Clerk

_____
Letty Lopez Viado
Mayor

AGENDA ITEM NO. 2

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF ADOPTION OF ORDINANCE NO. 2537 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE TO ADD ARTICLE XII, ENTITLED "CODE OF CONDUCT"**

RECOMMENDATION:

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

ORDINANCE NO. 2537 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE TO ADD ARTICLE XII, ENTITLED "CODE OF CONDUCT"

BACKGROUND:

On December 16, 2025, the West Covina City Council reviewed the City's Rules of Decorum and directed staff to develop a City Council Code of Conduct to promote orderly, respectful, and effective governance. While the existing Rules of Decorum remain in effect, they primarily address conduct during City Council meetings and do not provide a comprehensive framework for addressing alleged misconduct occurring outside of meetings or over time.

At the City Council meeting of January 20, 2026, the Council was presented with proposed Ordinance No. 2537 establishing a City Council Code of Conduct. The proposed Code establishes governance-based standards of conduct and a structured process for receiving information, conducting administrative review, authorizing non-coercive investigation or advisory proceedings when appropriate, preserving records, and applying proportionate governance-based measures to protect the integrity and lawful functioning of City governance and operations.

The Code is adopted for governance and risk-management purposes only and does not create criminal, civil, or employment enforcement authority. On January 20, 2026, the City Council unanimously (5–0) introduced Ordinance No. 2537 for first reading.

On February 3, 2026, Ordinance No. 2537 was placed on the City Council agenda for a second reading and adoption. At that meeting, the City Council voted 5–0 to direct staff to amend the ordinance to include additional amendments.

DISCUSSION:

At the City Council meeting of February 3, 2026, Ordinance No. 2537 was presented to the Council for second reading and adoption. During that meeting, the City Council provided direction for additional amendments. These revisions are reflected in the redlined version of Ordinance No. 2537 (Attachment No. 2).

Accordingly, staff recommends that the City Council conduct the second reading incorporating the directed amendments and adopt Ordinance No. 2537. The ordinance will take effect on the 31st day following adoption, or on or about April 3, 2026.

LEGAL REVIEW:

The ordinance was prepared by the City's outside employment counsel, Thomas M. O'Connell of Buchalter LLP. The City Attorney's Office has reviewed the 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:

There is no possibility that the adoption and implementation of this ordinance will have a significant effect on the environment. The ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) (Common Sense Exemption) of the CEQA Guidelines.

Prepared by: Roxanne E. Lerma, Assistant City Manager

Attachments

Attachment No. 1 - Ordinance No. 2537

Attachment No. 2 - Redline of Ordinance No. 2537

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

ATTACHMENT NO. 1

ORDINANCE NO. 2537

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE TO ADD ARTICLE XII, ENTITLED "CODE OF CONDUCT"

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

WHEREAS, the City of West Covina is a general law city organized and operating under the laws of the State of California; and

WHEREAS, elected and appointed officials are entrusted with legislative authority and public responsibilities distinct from those applicable to City employees; and

WHEREAS, the City Council has previously adopted Standing Rules and Rules of Decorum governing the conduct of City Council meetings and the participation of members of the public; and

WHEREAS, the existing Rules of Decorum primarily address real-time conduct during City Council meetings and do not establish a comprehensive, codified framework for addressing alleged misconduct by elected and appointed officials occurring outside meetings or over time, nor do they provide structured procedures for review, investigation, preservation of records, or proportionate governance-based response; and

WHEREAS, on December 16, 2025, the City Council reviewed the City's Standing Rules and Rules of Decorum and provided direction to staff to develop a Code of Conduct to promote orderly, respectful, and effective governance; and

WHEREAS, the City Council has considered the need for a governance-based framework that identifies standards of conduct applicable to elected and appointed officials, establishes structured procedures for reporting, review, investigation, and preservation of records, and provides proportionate, non-employment governance-based responses, short of removal from office, designed to protect the lawful operation and safety of City governance; and

WHEREAS, the City Council recognizes that its authority to address alleged misconduct by elected and appointed officials is subject to constitutional, statutory, and legal limitations, including limitations on impeachment, removal, suspension (including suspension pending adjudication), recall, and criminal enforcement, and that general law cities may not create such authorities by local ordinance absent express enabling legislation or constitutional authority; and

WHEREAS, the City Council desires to codify a Code of Conduct that operates within these legal constraints, preserves constitutional rights, respects the elective nature

of public office, and does not create employment-based discipline or criminal or civil enforcement authority; and

WHEREAS, the City Council further desires to require written acknowledgement by elected and appointed officials confirming receipt of and responsibility to comply with the City Council Code of Conduct, in order to ensure notice, transparency, and consistent application of governance-based obligations; and

WHEREAS, the City Council has determined that adoption of a Code of Conduct within the West Covina Municipal Code is reasonably necessary to promote effective governance, reduce legal and operational risk, and maintain public confidence in City institutions; and

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

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

SECTION 1. Recitals. The City Council of the City of West Covina hereby makes and adopts as its legislative findings the facts and conclusions set forth in the recitals of this Ordinance.

SECTION 2. Amendment to Chapter 2 of the West Covina Municipal Code. Chapter 2 of the West Covina Municipal Code is hereby amended to add a new Article XII, entitled "Code of Conduct," to read in its entirety as follows:

ARTICLE XII. - CODE OF CONDUCT

DIVISION 1 – GENERAL PROVISIONS

Sec. 2-700. - Purpose and scope.

(a) The city council adopts this article to promote sound city governance, protect the integrity of city operations, and reduce material adverse legal, financial, and operational risk to the city arising from alleged misconduct by the city's elected and appointed officials.

(b) Public agencies nationwide, including at the federal, state, and local levels, have increasingly adopted formal codes of conduct for elected and appointed officials in response to evolving legal standards, heightened public expectations, and increased reporting of conduct-related concerns affecting governmental operations. Such codes are intended to establish clear expectations and structured, transparent processes for addressing concerns involving elected and appointed officials in a manner consistent with applicable law and the nature of public office.

(c) While elected and appointed officials do not manage day-to-day city operations, misconduct occurring while acting in an official capacity or in connection with city business may materially affect city operations and interactions among persons and entities, and may create material adverse risk to city governance.

(d) This article is adopted for governance and material adverse risk-management purposes only. It is intended to establish clear standards and lawful procedures for addressing alleged misconduct by elected and appointed officials and to authorize measured, proportionate governance-based measures designed to protect the city and city governance from material adverse risk.

(e) Nothing in this article is intended to punish lawful political expression, alter the elective nature of public office, interfere with the good-faith exercise of legislative discretion, establish criminal, civil, or quasi-judicial enforcement authority, replace or supersede enforcement authority conferred by state or federal law, or require the City to make findings regarding criminal liability or civil fault.

Sec. 2-701. - Definitions.

For purposes of this article, the following terms shall have the meanings set forth below:

“City business” means any matter relating to the operations, functions, services, policies, contracts, proceedings, or official activities of the city.

“City governance” means the legislative, policy-making, oversight, and decision-making functions of the city council, including participation in city council meetings, committees, appointments, and interactions undertaken in an official or representative capacity.

“City operations” means the administrative, managerial, and operational activities of the city undertaken to implement, execute, or carry out city policies, programs, services, contracts, proceedings, and decisions, including the day-to-day functions performed by city officers, employees, contractors, and agents in support of city governance.

“Communications” means any oral, written, electronic, visual, or digital transmission or dissemination of information, ideas, instructions, or messages, regardless of form or medium, including correspondence, emails, text messages, instant messages, direct messages, social media posts, comments, replies, reactions, shared content, livestreams, stories, voicemails, video messages, memoranda, notes, and any associated metadata.

“Documents” means all writings and recorded information, whether tangible or intangible, regardless of form or medium, including paper, electronic, digital, audio, visual, or data-based materials. Documents include letters, memoranda, notes, reports, drafts, photographs, recordings, spreadsheets, presentations, calendars, logs, databases, electronically stored information, metadata, and versions thereof. Documents also include

content generated, stored, transmitted, or relied upon through artificial intelligence tools, automated systems, or digital assistants, including prompts, queries, responses, outputs, drafts, summaries, or analyses, to the extent such content relates to city business or city governance.

“Entities” means any organization, body, association, business, governmental unit, agency, board, commission, partnership, corporation, nonprofit organization, or other collective or institutional body, whether public or private.

“Governance-based measures” means non-employment actions authorized by this article that are intended to protect city governance, city operations, and city personnel, and that regulate the exercise of office rather than the holding of office. Governance-based measures may include limitations on participation in specified proceedings, removal from committee or liaison assignments, training or educational requirements, communication or contact parameters, or other lawful measures short of removal from office.

“Misconduct” means conduct by an elected or appointed official that relates to city business or city governance and that violates the standards of conduct set forth in this article.

“Official capacity” means actions taken by an elected or appointed official while performing official functions, acting in a representative role, exercising the authority or influence of office, or purporting to act on behalf of the city.

“Persons” means any individual, including city officials, city employees, appointed officials, contractors, consultants, volunteers, members of the public, or other natural persons.

“Personal gain” means any direct or indirect benefit, advantage, or interest, whether financial or non-financial, received or sought by an elected or appointed official or by another person or entity with whom the elected or appointed official has a personal, familial, business, or political relationship.

“Records” means any document, communication, or other recorded information, regardless of form or medium, that is prepared, generated, received, owned, used, retained, stored, transmitted, or maintained by a city council member in connection with city business or city governance, including copies, excerpts, drafts, and versions thereof. Records include, but are not limited to, information stored in paper, electronic, digital, audio, visual, or data-based form; information stored on personal devices, personal accounts, cloud-based services, third-party platforms, or collaboration tools; and information generated, stored, transmitted, or relied upon through artificial intelligence tools, automated systems, or digital assistants. This includes prompts, queries, inputs, outputs, drafts, summaries, analyses, metadata, logs, and version histories, to the extent such information relates to city business or city governance.

“Suspension” means a temporary restriction on the exercise of all city-related duties,

authorities, and functions of an elected or appointed official during the pendency of a review, investigation, proceeding, or external matter, imposed solely to the extent authorized by law. Suspension does not constitute removal from office and is intended as a protective, non-final governance status rather than a determination of misconduct or imposition of punishment.

Sec. 2-702. - Applicability.

(a) This article applies to elected and appointed officials with respect to misconduct occurring in an official capacity, in connection with city business, or that otherwise materially affects the integrity or safety of city governance or the lawful functioning of city operations, including misconduct involving or directed toward persons or entities participating in or affected by city governance or city operations.

(b) This article authorizes governance-based measures reasonably necessary to protect city governance, the lawful functioning of city operations, city personnel, and members of the public, and operates independently of, and in addition to, any consequences imposed by state or federal law.

Sec. 2-703. - Acknowledgment.

Each elected and appointed official shall execute a written acknowledgement confirming receipt of, familiarity with, and agreement to comply with the provisions of this article, the city's rules of decorum and city policies regarding their conduct.

The acknowledgement required by this section is intended to ensure that elected and appointed officials are fully informed of the standards relating to misconduct, procedural obligations, preservation requirements, and the governance-based measures established by this article, and to document notice and acceptance of those obligations.

(a) Timing of acknowledgement. Each elected and appointed official shall execute the acknowledgement required by this section at the following times:

(1) Upon filing nomination papers or other documentation required to qualify as a candidate for City Council, to the extent permitted by law;

(2) Contemporaneously with the execution of the oath of office required by law; and

(3) Upon re-election, appointment, or commencement of a new term of office.

Execution of the acknowledgement is intended to provide notice of, and assent to, the obligations set forth in this Code and city policies relating to city governance, city operations, and governance-based measures.

Failure to execute the acknowledgement shall not invalidate an election or

appointment, but may delay assumption of duties or participation in city council meetings and other city governance activities and may be considered in determining appropriate governance-based measures under this article, consistent with applicable law.

(b) Form of acknowledgement. The acknowledgement shall be in the form set forth in subsection (c) of this section and shall be executed without modification, except as approved by the city attorney for non-substantive formatting purposes.

(c) Required acknowledgement language. The acknowledgement executed by each elected or appointed official shall state, verbatim, as follows:

"By executing this acknowledgement, I confirm that I have been provided notice of the obligations set forth in Article XII of Chapter 2 of the West Covina Municipal Code, the City's Rules of Decorum, and City policies regarding conduct and acknowledge my responsibility to comply with those obligations during my service as an elected or appointed official, subject to applicable law.

I further acknowledge that I am executing this acknowledgement knowingly and voluntarily, without duress, coercion, or undue influence, and that I have had the opportunity to consult with legal counsel of my choosing regarding this acknowledgement and the obligations described herein."

(d) Retention of acknowledgement. Executed acknowledgements shall be retained by the city clerk as a public record to the extent permitted by law.

(e) Effect of failure to execute. Failure to execute the acknowledgement required by this section shall not invalidate the applicability of this article but may be considered in determining appropriate governance-based measures under division 4 of this article, to the extent permitted by law.

(f) No waiver of rights. Nothing in this section or in the acknowledgement required hereby shall be construed to waive any constitutional, statutory, or common-law right, to create an employment relationship, or to expand the city's authority beyond that provided by law.

Sec. 2-704. - Construction.

This article shall be construed and applied consistently with the California Constitution, applicable state and federal law, and the nature of public office. Nothing in this article shall be interpreted to expand municipal authority beyond that granted by law or to impair any right preserved by statute or constitution.

(a) Preservation of individual and constitutional rights. Nothing in this article shall be construed to waive, limit, or require the waiver of any constitutional, statutory, or common-law right or privilege of an elected or appointed official, including the right

to seek judicial review of any action taken pursuant to this article or the right against self- incrimination.

The procedures established by this article are governance-based in nature and are intended to provide structured responses and minimum procedural protections. They shall not be construed to create additional substantive rights, entitlements, causes of action, or adjudicatory proceedings.

(b) Nature of public office; no employment relationship. Elected and appointed officials and are not employees of the city for any purpose.

Nothing in this article shall be construed to create an employment relationship between the city and any elected or appointed official, to subject elected or appointed officials to personnel rules or employment discipline, or to alter the nature of public office.

(c) Relationship to other laws, remedies, and enforcement authorities. This article does not replace, supersede, duplicate, or limit any remedy, enforcement mechanism, or proceeding otherwise available under state or federal law, including criminal prosecution, civil enforcement, administrative proceedings, recall, quo warranto, forfeiture, vacancy provisions, or enforcement authority vested in courts, the Fair Political Practices Commission, or other regulatory bodies.

Governance-based measures authorized by this article are cumulative and may be imposed independently of, and concurrently with, other lawful actions. Alleged misconduct may be referred to external authorities as provided in this article, and the city council may rely on external findings or orders to the extent authorized by law.

Nothing in this article shall be construed to convert city council action into a criminal, civil, or quasi-judicial enforcement mechanism.

(d) Legislative discretion and protected activity. Nothing in this article shall be construed to regulate or prohibit lawful political disagreement, criticism of policy positions, robust debate during public meetings, lawful political speech, campaign activity conducted in a personal capacity, or other expression protected by the United States or California Constitutions.

Nothing in this article shall be construed to prohibit lawful legislative inquiry, oversight, policy advocacy, or participation in authorized city governance activities, provided such activities are conducted through appropriate channels and do not involve misuse of city authority, resources, or access, or interference with the lawful functioning of city operations.

The standards set forth in this article shall be applied narrowly and in a manner consistent with constitutional protections and the good-faith exercise of legislative judgment.

(e) Governance harm and construction standard. In applying this article, the city council may consider whether misconduct, viewed in context, creates a material adverse risk to the integrity, fairness, independence, or lawful functioning of city governance, even where such misconduct does not independently constitute a violation of criminal or civil law.

This article shall be interpreted and applied in a manner that favors its lawful application and effectuates its purpose of protecting city governance and the lawful functioning of city operations. Any ambiguity shall be resolved consistent with applicable law and the city council's intent to act within the bounds of its authority. In close or ambiguous cases, application shall favor protection of constitutional expression and the electoral process over governance-based restrictions.

(f) Prospective application. This article shall apply prospectively to all elected and appointed officials serving on or after its effective date, including members in office at the time of adoption.

Nothing in this article shall be construed to impose governance-based measures, censure, limitations, escalation, or removal-seeking action based solely on misconduct fully completed prior to the effective date. However, nothing shall preclude consideration of misconduct occurring on or after the effective date, or reliance on investigative findings, advisory findings, external findings, or court orders issued on or after the effective date, even where such findings relate in whole or in part to earlier conduct, provided that any governance-based measure is imposed prospectively and is reasonably necessary to address present or ongoing material adverse risk to city governance or the lawful functioning of city operations.

(g) Relationship to rules of decorum. Nothing in this article limits the authority of the presiding officer to maintain order and decorum during public meetings pursuant to sections 2-47 through 2-52 of this Code.

As applied to elected and appointed officials, the standards of conduct, review, investigation, and governance-based measures set forth in this article govern alleged misconduct occurring inside or outside public meetings and supplement, and, where applicable, supersede, decorum provisions addressing elected and appointed officials' conduct during public meetings. Rules of decorum applicable to members of the public remain fully in effect and are not modified by this article.

(h) Severability. If any provision of this article, or its application to any person or circumstance, is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions or applications of this

article. The city council declares that it would have adopted this article and each provision thereof irrespective of the invalidity of any other provision.

DIVISION 2 – STANDARDS OF CONDUCT

Sec. 2-705. - General standards of conduct.

Elected and appointed officials of the city shall conduct themselves in a manner that preserves lawful functioning and safety of city governance and city operations and that complies with applicable law and the obligations of public office.

For purposes of this division, misconduct may occur through direct action or through indirect action, including by acting through intermediaries, proxies, third parties, or other persons or entities, or by directing, encouraging, facilitating, or knowingly permitting another to engage or attempt to engage in conduct that the elected or appointed official could not lawfully undertake directly.

Elected and appointed officials shall not engage or attempt to engage in misconduct relating to city business or city governance that objectively and materially interferes with the lawful functioning of city governance or city operations, undermines the integrity or independence of city governance, impedes the ability of persons or entities to lawfully participate in or carry out city functions, or otherwise creates a foreseeable material adverse risk of legal or operational harm to the city.

(a) Governance-focused obligations. The standards set forth in this division are intended to address misconduct that affects city governance or the lawful functioning of city operations. These standards do not regulate personal morality or private conduct unrelated to city business or city governance.

(b) Scope of application. Misconduct subject to this division includes actions taken by an elected or appointed official in an official capacity, under color of office, in connection with city business, or in circumstances where the use or misuse of city authority, resources, access, or influence materially affects city governance or the lawful functioning of city operations.

(c) Relationship to review, investigation, and escalation. The standards set forth in this division provide the substantive basis for review, investigation, and governance-based measures under divisions 3 and 4 of this article. A determination that misconduct may fall within one or more provisions of this division does not constitute a finding of misconduct, but may warrant review, investigation, interim governance-based measures, or other action pursuant to those divisions.

Sec. 2-706. - Abuse of position or influence.

An elected or appointed official shall not engage or attempt to engage in the misuse of the authority, prestige, access, or influence of public office in a manner that exceeds lawful authority, objectively and materially interferes with or circumvents the lawful

functioning of city governance or city operations, or is otherwise inconsistent with applicable law, adopted city policy, or the respective roles and responsibilities of city officials and staff.

For purposes of this section, abuse of position or influence includes misconduct that exploits or attempts to exploit the unique powers, visibility, or perceived authority of public office to obtain improper advantage or to coerce, pressure, or improperly influence persons or entities in connection with city business or city governance.

(a) Improper direction or pressure. An elected or appointed official shall not direct, attempt to direct, pressure, attempt to pressure, or coerce persons or entities to take or refrain from action outside of lawful authority, or in a manner inconsistent with applicable law, adopted city policy, or the lawful functioning of city governance or city operations.

(b) Preferential treatment and improper advantage. An elected or appointed official shall not use or attempt to use the title, status, access, or perceived authority of public office to obtain or attempt to obtain preferential treatment, special access, or other improper advantage for themselves or for any other person or entity in connection with city business or city governance.

(c) Interference with independent functions. An elected or appointed official shall not interfere or attempt to interfere with administrative, regulatory, enforcement, investigatory, or quasi-judicial matters in a manner inconsistent with applicable law or established city authority, including by attempting to influence outcomes outside authorized roles or channels.

(d) Misrepresentation of authority. An elected or appointed official shall not represent, state, imply, or attempt to represent, state, or imply that a personal position, directive, or demand reflects an official decision, policy, or position of the city or city council when no such authorization exists.

Sec. 2-707. - Improper conduct towards participants.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that is directed toward any person or entity, including another elected or appointed official, and that has the purpose or effect of obstructing, chilling, intimidating, coercing, or otherwise objectively and materially interfering with that person’s or entity’s lawful participation in city governance or the lawful functioning of city operations.

(a) Improper conduct toward participants. An elected or appointed official shall not engage or attempt to engage in threatening, intimidating, abusive, discriminatory, or coercive conduct toward any person or entity in connection with that person’s or entity’s lawful participation in city governance or involvement with city operations.

(b) Adverse conduct in response to participation. An elected or appointed official shall not engage or attempt to engage in adverse conduct toward any person or entity because that person or entity raised concerns, made reports, provided information, participated in investigations or advisory proceedings, engaged in protected activity, or refused to take action that would be inconsistent with applicable law or adopted city policy.

(c) Misuse of office to target participants. An elected or appointed official shall not engage or attempt to engage in the misuse of the platform, authority, access, or visibility of public office to single out, threaten, pressure, or subject any person or entity, including another elected or appointed official, to adverse treatment in a manner that interferes with that person's or entity's lawful ability to participate in city governance or to carry out functions related to city operations.

Sec. 2-708. - Ethics, conflicts of interest, and self-dealing.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that involves conflicts of interest, self-dealing, or misuse of public office for personal gain, and that objectively and materially undermines the integrity, fairness, or lawful functioning of city governance or city operations.

(a) Conflicts of Interest. An elected or appointed official shall not participate in, influence, or attempt to influence any city decision, action, or matter in which the official has a financial interest or other disqualifying interest under applicable law, or where participation would materially compromise the integrity or impartiality of city governance. Failure to disclose a conflict of interest, failure to recuse where required, or participation notwithstanding a known conflict may constitute misconduct under this section.

(b) Gifts, benefits, and improper advantages. An elected or appointed official shall not solicit, accept, receive, or attempt to solicit, accept, or receive gifts, benefits, favors, services, or other things of value in connection with city business in a manner that violates applicable law or that involves personal gain in exchange for the exercise, attempted exercise, or misuse of city authority. Misconduct under this subsection may occur regardless of whether a gift or benefit is ultimately received or exceeds statutory thresholds.

(c) Self-dealing and preferential treatment. An elected or appointed official shall not use or attempt to use city office, authority, access, or influence to secure personal gain for themselves or to confer improper benefit on any person or entity in connection with city business or city governance. Self-dealing includes steering contracts, permits, approvals, or other city benefits; exerting pressure on representatives of city operations to favor particular outcomes; or intervening in city matters for private advantage.

(d) Use of insider or nonpublic information. An elected or appointed official shall not

use, disclose, or attempt to use or disclose nonpublic, confidential, or privileged information obtained through public office for personal gain, private advantage, or to benefit any person or entity, or in a manner that undermines the lawful functioning of city governance or city operations. This subsection includes, but is not limited to, the unlawful disclosure of information received or discussed during closed session meetings of the city council or its committees, to the extent such disclosure is prohibited by law.

(e) Circumvention of ethics safeguards. An elected or appointed official shall not engage or attempt to engage in actions intended to evade, circumvent, or nullify ethics, disclosure, or recusal requirements imposed by law or adopted by the city, including by acting through intermediaries, proxies, or other persons or entities.

Sec. 2-709. - Material misrepresentations and concealments.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that involves a knowing or intentional material misrepresentation or material concealment that objectively and materially undermines the integrity, transparency, or lawful functioning of city governance or city operations.

This section addresses governance harms arising from material false statements, material omissions, material concealment of information, or other conduct that objectively and materially interferes with the city's ability to make informed decisions, carry out lawful review or investigation, or perform its governance functions, regardless of whether such conduct results in criminal, civil, or administrative enforcement action.

(a) Material misrepresentation. An elected or appointed official shall not knowingly or intentionally make, cause to be made, or attempt to make a false or materially misleading statement, representation, or omission in an official capacity, under color of office, or in connection with city business, where the statement, representation, or omission is material to city governance, city operations, or city decision-making. This subsection applies to communications made to persons or entities, including city staff, other elected or appointed officials, investigators, advisory fact- finders, or members of the public, where such communications concern city business or city governance.

(b) Material concealment of information. An elected or appointed official shall not knowingly or intentionally conceal, withhold, delay, obscure, or attempt to conceal, withhold, delay, or obscure material information relevant to city business or city governance where disclosure is required by law, reasonably necessary for informed decision- making, or necessary to ensure the lawful functioning of city governance or city operations.

(c) Material interference with truth-finding. An elected or appointed official shall not engage or attempt to engage in conduct intended to materially interfere with the city's ability to ascertain the truth or to reach lawful, informed outcomes in

connection with city business or city governance. Material interference with truth-finding includes, but is not limited to, providing materially incomplete, misleading, or deceptive information; directing, encouraging, or knowingly permitting others to provide materially false or misleading information; intentionally delaying proceedings, disclosures, cooperation, or responses where such delay is material to obstructing review, investigation, or decision-making; attempting to influence, disrupt, or affect the scope, timing, process, or outcome of administrative, investigatory, regulatory, enforcement, or advisory matters through misuse of authority, access, or influence; using authority or influence to pressure, discourage, or manipulate participants, witnesses, investigators, or advisory fact-finders; or attempting to influence the material content, scope, timing, or outcome of investigative, advisory, or review findings through misrepresentation, concealment, delay, or other obstructive conduct.

Sec. 2-710. - Misuse of city resources or information.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that involves the misuse of city resources, city property, or city information in a manner inconsistent with applicable law, adopted city policy, or objectively and materially interferes with the lawful functioning of city governance or city operations.

(a) Use of city resources. An elected or appointed official shall not use or attempt to use, or direct or attempt to direct the use of, city staff time, facilities, equipment, systems, funds, or other city resources for personal, political, campaign-related, or other non- city purposes, except where such use is expressly permitted by law or adopted city policy.

(b) Improper direction of city operations. City governance is exercised collectively by the city council, while the city manager is responsible for the administration of city operations and the management of city departments, officers, employees, and agents. An elected or appointed official shall not direct, request, encourage, or attempt to direct, request, or encourage any person or entity involved in city operations, including city employees, contractors, or consultants, to perform tasks unrelated to city business, outside the scope of lawful city operations, or in furtherance of personal, political, or other improper interests.

(c) Use and disclosure of city information. An elected or appointed official shall not use, disclose, rely upon, or attempt to use, disclose, or rely upon nonpublic, confidential, or privileged city information obtained through public office for purposes unrelated to city business or in a manner that undermines the integrity, fairness, or lawful functioning of city governance or city operations. This subsection includes, but is not limited to, the unlawful disclosure or use of information received, reviewed, or discussed during closed session meetings of the city council or its committees, to the extent such disclosure or use is prohibited by law.

Sec. 2-711. - Election-related misconduct.

An elected or appointed official shall not engage or attempt to engage in misconduct that involves the misuse of the powers, privileges, resources, access, or visibility of public office in connection with any election, ballot measure, or political campaign, and that objectively and materially undermines the integrity, neutrality, or lawful functioning of city governance or city operations.

(a) Misuse of office in connection with elections. An elected or appointed official shall not use or attempt to use city authority, city resources, city information, or the status of public office to support or oppose any candidate, ballot measure, or political campaign in a manner inconsistent with applicable law or adopted city policy.

(b) Use of office for electoral advantage. An elected or appointed official shall not use or attempt to use the fact of holding public office, or the authority, access, or visibility associated with that office, during an election cycle or in connection with electoral activity, to condition access to city governance or city operations, or the receipt of city services or benefits, on political support, opposition, or activity.

(c) Adverse conduct based on political activity. An elected or appointed official shall not engage or attempt to engage in adverse conduct toward any person or entity because that person or entity engaged in lawful political activity, including supporting or opposing a candidate or ballot measure, participating in a campaign, or declining to engage in political activity.

(d) Campaign-related use of city information. An elected or appointed official shall not use, disclose, or attempt to use or disclose nonpublic, confidential, or privileged city information obtained through public office for campaign-related purposes or to obtain political advantage. This subsection includes, but is not limited to, the unlawful disclosure or use of information received, reviewed, or discussed during closed session meetings of the city council or its committees, to the extent such disclosure or use is prohibited by law.

(e) Interference with impartial administration. An elected or appointed official shall not interfere or attempt to interfere with the impartial administration of city operations, including city services, programs, or regulatory functions, for the purpose of influencing electoral outcomes or conferring political advantage.

Sec. 2-712. - Public safety and threatening conduct.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that threatens, endangers, or reasonably places at risk the safety or security of persons or entities, including city officials, city employees, contractors, volunteers, other elected or appointed officials, or members of the public who are lawfully participating in city governance or involved with city operations.

This section addresses conduct that jeopardizes public safety, impairs the city's ability to maintain safe and secure city operations, or objectively and materially interferes with the lawful functioning of city governance through intimidation, coercion, or threatened or actual violence.

(a) Threatening or violent conduct. An elected or appointed official shall not engage or attempt to engage in conduct involving threats of violence, acts of violence, stalking, intimidation, coercion, or other behavior that would reasonably be perceived as threatening when directed at any person or entity in connection with city business, city governance, or city operations.

(b) Credible threats and safety risks. An elected or appointed official shall not engage or attempt to engage in conduct that gives rise to a credible threat to the safety of any person or entity involved in city governance or city operations, including conduct that results in the issuance, consideration, or enforcement of a workplace violence restraining order, civil harassment restraining order, criminal protective order, or other court-ordered safety restriction.

(c) Use of authority to intimidate or coerce. An elected or appointed official shall not use or attempt to use the authority, access, or visibility of public office to intimidate, pressure, or coerce any person or entity in a manner that creates reasonable fear, deters lawful participation in city governance or city operations, or compromises personal safety.

(d) Disruption of safe city operations. An elected or appointed official shall not engage or attempt to engage in conduct that interferes with the city's ability to maintain safe workplaces, conduct meetings securely, or protect persons or entities participating in city governance or city operations, including conduct that necessitates extraordinary security measures or materially disrupts normal city operations.

(e) Relationship to external safety orders. Where misconduct described in this section results in, or is subject to, a court-issued protective order, restraining order, or other legally binding safety directive, the city council may rely on such order pursuant to section 2-726 of this article and may take immediate governance-based measures where reasonably necessary to ensure compliance and protect public safety and the lawful functioning of city governance or city operations.

Sec. 2-713. – Conduct undermining the lawful functioning of city governance or city operations.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that, when viewed in context, objectively and materially undermines the lawful functioning of city governance or city operations, and that is not otherwise expressly addressed in sections 2-706 through 2-712 of this article.

This section addresses novel, emergent, or circumvention-based misconduct that poses a material adverse risk to the lawful functioning of city governance or city operations but does not fall squarely within a specifically enumerated standard of conduct. This section shall be applied narrowly and only in a manner consistent with the purposes and limitations of this article.

(a) Residual application. This section applies only where the misconduct at issue is not expressly governed by another provision of division 2 of this article and where reliance on this section is reasonably necessary to protect the lawful functioning of city governance or city operations.

(b) Pattern-based or circumvention conduct. Misconduct undermining the lawful functioning of city governance or city operations may include repeated or patterned conduct that, taken as a whole, materially compromises the orderly and lawful functioning of city governance or city operations, or conduct intended to evade, circumvent, or nullify the application of this article or other lawful governance safeguards adopted by the city.

(c) Limitation on use. This section shall not be used as a substitute for establishing violations of specific standards of conduct where such standards are applicable, nor shall it be applied in a manner that expands the scope of this article beyond its governance-focused purposes.

DIVISION 3 – REPORTING AND REVIEW

Sec. 2-714. - Overview.

(a) This division establishes the procedures by which the city may receive, review, and respond to information regarding alleged misconduct by an elected or appointed official. The purpose of this division is to provide a structured, transparent, and lawful framework for evaluating information, developing facts where appropriate, and determining whether governance-based measures are reasonably necessary to protect the integrity, safety, and lawful functioning of city governance or city operations.

(b) The provisions of this division are administrative and protective in nature. They are intended to ensure that concerns relating to misconduct described in division 2 of this article are addressed in an orderly, proportionate, and legally compliant manner. The receipt of information, initiation of review, authorization of early governance-based interventions, commencement of investigation, or consideration of action under this division does not constitute a finding of misconduct and does not require the imposition of any governance-based measure.

(c) This division is designed to operate progressively. Information may be screened, reviewed, addressed through early governance-based interventions, investigated,

or escalated depending on the nature of the information received, the reliability and source of that information, the existence of external findings or court orders, and the degree of material adverse risk presented to city governance, city operations, or the safety of persons or entities. Not every report or item of information will warrant investigation or further action.

(d) Action under this division is discretionary and shall be undertaken only where reasonably necessary to protect city governance, the lawful functioning of city operations, or the rights and safety of persons or entities involved in city matters. Nothing in this division requires the city council to initiate review, authorize investigation, or impose governance-based measures in response to any particular report, allegation, or request for action.

(e) This division is intended to function in coordination with division 2 of this article, which defines standards of misconduct, and division 4 of this article, which governs escalation and governance-based measures. Nothing in this division shall be construed to limit the city's obligation to comply with mandatory reporting, referral, or enforcement requirements imposed by state or federal law, nor to preclude reliance on external findings or court orders where authorized under this article.

(f) Nothing in this division shall be construed to require the city council to initiate independent fact-finding in any particular matter, to limit the city council's discretion under this division, to supersede proceedings conducted by courts or other tribunals, or to expand the city's authority to impose discipline, suspension, or removal beyond that provided by law.

Sec. 2-715. - Preliminary administrative review by city manager or designee.

Information concerning alleged misconduct by an elected or appointed official may be received from any source, including members of the public, city employees, other elected or appointed officials, court orders or findings, or other reliable information. Receipt of such information does not, by itself, constitute initiation of review or action under this division.

Except as provided in subsection (b), all such information shall be referred to the city manager or the city manager's designee for preliminary administrative review. The purpose of the preliminary review is limited, non-adjudicative, and administrative in nature.

(a) Scope of preliminary review. The preliminary review shall be confined to threshold considerations only and shall not include factual findings, credibility determinations, or conclusions regarding whether misconduct occurred. In conducting the preliminary review, the city manager or designee may consider, among other relevant factors:

(1) Whether the information concerns conduct by an elected or appointed official;

(2) Whether the alleged conduct, if true, could fall within one or more provisions of division 2 of this article;

(3) Whether the information is duplicative of matters previously reviewed or resolved under this article or other lawful processes, absent materially new information;

(4) Whether the information reasonably indicates a material adverse risk to the lawful functioning of city governance or city operations, or to the safety of persons or entities; and

(5) Whether the information concerns conduct that is sufficiently current or concrete to warrant consideration under this division, as opposed to conduct that is remote in time, speculative, or based solely on anticipated future actions.

The city manager or designee is not required to make affirmative findings as to each factor and may refer the matter to the city council whenever, in the city manager's administrative judgment, further consideration under this division may be warranted.

(b) Alternate preliminary reviewer. If the city manager is a complainant, a respondent, or otherwise directly involved in the matter under review, the preliminary administrative review shall be conducted by the human resources director or by a pre-designated neutral department head identified by resolution or administrative order of the city.

An alternate reviewer acting under this subsection shall have the same authority, limitations, and obligations as the city manager for purposes of this section.

(c) Administrative closure and notice. If the preliminary administrative review determines that referral to the city council is not warranted, the matter may be closed at the administrative level.

In the event of administrative closure, the city manager, designee, or alternate reviewer shall provide written notice to the complainant stating that the information submitted has been reviewed and that it has been determined that no further action under this division is warranted at this time. The notice need not include factual findings, legal analysis, or any explanation beyond that statement, and the city manager, designee, or alternate reviewer shall not be required to provide any additional information regarding the basis for the determination.

Administrative closure does not preclude future review if materially new information is later received.

(d) Referral to city council. If the city manager, designee, or alternate reviewer

determines that further consideration may be warranted, the matter shall be referred to the city council for consideration under section 2-716. Referral shall be neutral, non-adjudicative, and limited to summarizing the information received and the basis for referral. The referral shall not include recommendations regarding findings, outcomes, or governance-based measures.

(e) Limitations on individual briefings. The city manager, designee, or alternate reviewer shall not individually brief, consult with, or advise city council members regarding the merits of the matter outside a duly noticed meeting, except as expressly permitted by law.

Sec. 2-716. - Secondary administrative review by city council and threshold action.

Upon referral pursuant to section 2-715, the city council shall consider the matter in a duly noticed meeting, in open or closed session as authorized by law. Authority under this section is exercised collectively by the city council by a majority vote of the city council members present and eligible to vote, unless otherwise expressly stated in this article.

(a) Recusal of affected council members. If the matter under consideration involves a city council member as a complainant, reporting party, or respondent, that city council member shall recuse themselves from participation, including discussion, deliberation, and voting, with respect to actions taken under this section and any subsequent sections of this division relating to the same matter, except as otherwise required by law.

(b) Nature of city council consideration. City council consideration under this section is threshold and administrative in nature. The city council shall not make factual findings, credibility determinations, or conclusions regarding whether misconduct occurred at this stage.

(c) Threshold actions available to city council. After consideration of the information referred under section 2-715, the city council may, by majority vote and consistent with applicable law:

(1) Decline to initiate further review or action under this division;

(2) Request additional administrative clarification from the city manager, designee, or alternate reviewer, without authorizing investigation;

(3) Authorize early, non-adversarial governance-based interventions, including facilitated governance discussions or mediation where appropriate and permitted by law;

(4) Direct issuance of a preservation notice pursuant to section 2-717;

(5) Authorize an investigation pursuant to section 2-718;

(6) Authorize interim governance-based measures where reasonably necessary to address a material adverse risk to the lawful functioning of city governance or city operations, or to protect the safety of persons or entities; or

(7) Take any other action expressly authorized by this division and consistent with applicable law.

Notice of city council determination. If the city council determines, by majority vote, that no further review or action under this division is warranted, the city shall provide written notice to the complainant stating that the city council has considered the matter and determined that no further action under this division is warranted at this time. The notice shall not include factual findings, legal conclusions, or explanations beyond that statement, and shall expressly state that the city council has made no finding regarding the merits of the information submitted.

(d) Closed session reporting. Where city council consideration under this section occurs in closed session, any report out of closed session shall be limited to the extent required or permitted by law and may state only that the city council considered a matter pursuant to this division and took the action reflected in subsection (c), without identifying the subject of the matter or disclosing confidential information.

(e) No mandatory action. Nothing in this section requires the city council to authorize investigation, issue a preservation notice, or impose governance-based measures in response to any particular report, allegation, or request for action.

Sec. 2-717. - Preservation of documents, communications, and records.

Upon direction of the city council pursuant to section 2-716, the city shall issue a written preservation notice in connection with further review, investigation, or potential action under this division.

(a) Preservation obligation. The elected or appointed official who is the subject of the matter shall preserve all documents, communications, and records reasonably related to the matters identified in the preservation notice. Preservation is required regardless of whether the information is favorable or unfavorable to any person or entity.

The preservation obligation applies to information in the possession, custody, or control of the elected or appointed official that relates to city business or city governance, including information stored on personal devices, personal accounts, cloud-based services, third-party platforms, or artificial intelligence tools, to the extent such information relates to city matters.

Compliance with a preservation notice issued under this section is in addition to, and does not replace, any preservation, retention, or disclosure obligations imposed by adopted city policy or by applicable state or federal law, including public records, litigation hold, or records retention requirements.

(b) Scope and conduct of preservation. During the preservation period, an elected or appointed official shall not destroy, alter, delete, overwrite, conceal, or cause the destruction, alteration, or concealment of any document, communication, or record subject to preservation.

Preservation under this section does not require disclosure, production, inspection, or access to preserved materials, and does not authorize searches, seizures, compelled production, or access by the city beyond that otherwise permitted by law.

(c) Duration of preservation. The preservation obligation shall remain in effect until the elected or appointed official receives written notice that review, investigation, and any related proceedings under this division have concluded and that preservation is no longer required.

(d) Additional preservation notices. Where reasonably necessary to protect the integrity of review or investigation, preservation notices may also be issued to other persons or entities subject to the city's lawful authority, consistent with applicable law.

(e) Effect of noncompliance. Failure to comply with a preservation notice issued under this section may be considered in determining appropriate governance-based measures or escalation under division 4 of this article, consistent with applicable law.

(f) No waiver of rights. Nothing in this section shall be construed to waive or limit any constitutional, statutory, or common-law right or privilege, including privileges relating to attorney-client communications, work product, or privacy.

Sec. 2-718. - Investigation.

Where the city council authorizes an investigation pursuant to section 2-716, or where investigation is otherwise required by applicable state or federal law and is initiated by the appropriate city official consistent with such law, the city shall initiate an investigation for the purpose of developing an appropriate factual record.

An investigation under this section is administrative and fact-finding in nature. It is intended to inform the city council's consideration of governance-based measures or escalation under this article and shall not constitute a criminal, civil, or adjudicatory proceeding.

(a) Authorization and purpose. An investigation may be initiated only upon authorization by the city council pursuant to section 2-716, or where investigation is required by applicable law. The purpose of an investigation is to gather information relevant to alleged misconduct and to assess whether governance-based measures or escalation under this article may be warranted.

(b) Independence of investigator. Any investigation conducted pursuant to this section shall be performed by an independent investigator retained or administered by the city attorney, the city manager, the city manager's designee, or outside counsel retained by the city.

The investigator shall not be a city employee, shall not be the city attorney, and shall not be subject to the direction or control of the elected or appointed official who is the subject of the investigation. The investigator shall possess appropriate training and experience in conducting public-sector investigations and shall exercise independent professional judgment.

The fact that the city attorney, outside counsel, the city manager, or the city manager's designee may retain, coordinate, or administer the engagement of the investigator, or provide legal guidance regarding scope, procedure, or compliance with applicable law, shall not, by itself, compromise the investigator's independence, provided that such involvement does not direct factual findings, credibility determinations, or investigative conclusions.

Communications with the city attorney or outside counsel for purposes of legal advice or procedural guidance shall be protected to the extent permitted by law.

(c) Scope and method of investigation. The scope of an investigation shall be reasonably tailored to the nature of the alleged misconduct, the information available, and the degree of material adverse risk identified. The city council retains discretion to define or refine the scope, duration, and subject matter of the investigation consistent with this article and applicable law.

(d) Investigatory activities. An investigation may include review of documents, communications, and records; examination of publicly available information; and interviews of individuals who agree to participate.

(e) Participation by subject elected or appointed official. The elected or appointed official who is the subject of the investigation shall be provided an opportunity to participate and to respond in good faith, including by providing information and participating in interviews, subject to applicable constitutional, statutory, and common-law rights and privileges.

Failure to cooperate in good faith may be considered in determining appropriate governance-based measures or escalation under division 4 of this article, consistent with applicable law.

(f) Participation by city employees and others. City employees shall participate in investigations to the extent required by applicable law and adopted city policy and subject to any rights or protections afforded by law.

Participation by individuals other than the subject elected or appointed official as well as city employees is voluntary. Nothing in this section authorizes the city to compel testimony, administer oaths, issue subpoenas, or impose penalties for non-participation, except as otherwise permitted by law.

(g) Notice of investigation. The elected or appointed official who is the subject of the investigation shall be provided written notice that an investigation has been initiated, the general nature of the matters under review, and the identity or role of the investigator. The elected or appointed official may be represented by counsel at their own expense, subject to applicable rights and privileges.

(h) Investigative report; review and confidentiality. Upon completion of the investigation, the investigator shall prepare a written report summarizing factual findings within the authorized scope of the investigation. The report may include observations or considerations relevant to governance-based measures or escalation but shall not make determinations of criminal or civil liability.

Prior to disclosure or consideration by the city council, the report shall be reviewed for compliance with applicable confidentiality, privacy, and information-protection laws. Information protected from disclosure by law shall be redacted or withheld as required.

(i) Conduct during pendency of investigation. To preserve the integrity and fairness of an investigation, the City's elected or appointed officials are encouraged to refrain from publicly characterizing the substance of the investigation, the credibility of witnesses, or the merits of the allegations while the investigation is pending, except as required or expressly permitted by law.

Nothing in this subsection shall be construed to prohibit acknowledgment of the existence of an investigation, explanation of procedural posture, compliance with legal obligations, or the exercise of rights protected by the United States or California Constitutions.

Sec. 2-719. - Independent fact-finding and advisory proceedings.

Independent fact-finding and advisory proceedings under this section are intended to provide the city council with a neutral, independent assessment of matters relating to alleged misconduct by an elected or appointed official where additional perspective, credibility evaluation, or institutional separation from city-directed investigation would materially assist the city council in determining whether governance-based measures or escalation under this article may be warranted.

Proceedings under this section are advisory and administrative in nature. They are not investigations under section 2-718, are not adjudications, and do not constitute a finding of misconduct. Nothing in this section limits or replaces any investigation authorized elsewhere in this division.

(a) Circumstances warranting independent advisory proceedings. The city council may authorize an independent fact-finding or advisory proceeding where it determines that one or more of the following circumstances exist:

(1) The matters under review involve material factual disputes, credibility issues, or competing accounts that would benefit from neutral evaluation;

(2) The alleged misconduct presents a material adverse risk to the lawful functioning of city governance or city operations such that additional institutional separation is warranted;

(3) Escalation under division 4 of this article is reasonably contemplated and the city council seeks an advisory record distinct from city-directed investigation; or

(4) Other circumstances demonstrate that an independent advisory process would materially assist the city council's deliberations.

(b) Authorization and initiation. An independent fact-finding or advisory proceeding may be initiated only by action of the city council, taken by majority vote of members present and eligible to vote in a duly noticed meeting, in open or closed session as authorized by law. The authorizing action shall identify the general subject matter and advisory purpose of the proceeding.

(c) Independence and qualifications of fact-finder. Any advisory proceeding under this section shall be conducted by a neutral third party retained or administered by the city council, the city attorney, the city manager, the city manager's designee, or outside counsel retained by the city, as authorized by the city council.

The fact-finder shall not be a city employee, shall not be the city attorney or any attorney employed by or regularly representing the city, and shall not be subject to the direction or control of the elected or appointed official who is the subject of the proceeding. The fact-finder shall exercise independent professional judgment and conduct the proceeding in a manner consistent with applicable law and professional standards.

The fact that city officials or counsel may retain, coordinate, administer, or provide legal or procedural guidance regarding scope, process, or compliance with law shall not, by itself, compromise independence, provided that the fact-finder is not

substantively directed as to factual findings, credibility assessments, or advisory conclusions.

(d) Scope and methods. The scope of an independent advisory proceeding shall be defined by the city council and reasonably tailored to the matters presented. The fact-finder may review investigative materials, receive documents or written submissions, conduct interviews, and assess credibility to the extent permitted by law and consistent with the advisory nature of the proceeding.

Nothing in this section confers subpoena power, authority to compel testimony, or enforcement authority unless expressly granted by law.

(e) Notice and participation. The elected or appointed official who is the subject of the advisory proceeding shall be provided written notice of its initiation and the general nature of the matters under review. The elected or appointed official may submit information voluntarily, may be interviewed by the fact-finder, and may be represented by counsel at the elected or appointed official's own expense, subject to applicable rights and privileges.

(f) Advisory report. Upon completion of the proceeding, the fact-finder shall prepare a written advisory report summarizing factual findings and observations within the authorized scope. The report may include non-binding observations relevant to governance-based measures or escalation but shall not make determinations of criminal or civil liability and shall not, by itself, constitute a finding of misconduct.

(g) Confidentiality and redactions. Prior to disclosure or consideration by the city council, an advisory report shall be reviewed for compliance with applicable confidentiality, privacy, and information-protection laws. Information protected from disclosure by law shall be redacted or withheld as required.

(h) Use of advisory report. The city council may consider an advisory report prepared under this section in determining whether to impose governance-based measures, initiate escalation under division 4 of this article, rely on external findings pursuant to section 2-720, or take other action authorized by this article. The city council retains sole discretion regarding whether and how to act upon any advisory findings or observations.

Sec. 2-720. - Reliance on external findings and orders.

This section governs the city council's reliance on findings, orders, or determinations issued by courts or other authorized tribunals when evaluating alleged misconduct by an elected or appointed official and determining whether governance-based measures or escalation under this article may be warranted.

Reliance under this section is intended to avoid duplicative proceedings, prevent re-litigation of matters already resolved by competent authorities, and permit timely and

lawful action to protect the lawful functioning of city governance or city operations, or the safety of persons or entities.

(a) External findings and orders covered. For purposes of this section, external findings and orders include final or operative findings, orders, judgments, or determinations issued by a court of competent jurisdiction or other authorized tribunal, including workplace violence restraining orders, civil harassment restraining orders, criminal protective orders, probation conditions, injunctions, administrative findings, or other legally binding directives relating to conduct described in division 2 of this article.

(b) Authority to rely without re-adjudication. The city council may rely upon external findings and orders described in subsection (a) without independently re-investigating or re-adjudicating the underlying facts. Reliance on an external finding or order under this section does not constitute a separate determination of misconduct by the elected or appointed official beyond the scope of the external finding or order.

(c) Timing, effect, and scope of reliance. Reliance under this section may occur at any stage of review under this division. Where an external finding or order restricts conduct, contact, participation, or access, the city council may authorize governance-based measures reasonably necessary to ensure compliance with the external finding or order and to protect the lawful functioning of city governance or city operations, or the safety of persons or entities.

(d) Relationship to investigation and advisory proceedings. Nothing in this section requires the city council to delay action pending completion of an investigation or advisory proceeding where an external finding or order is operative and immediate action is reasonably necessary. Conversely, the city council may consider investigative or advisory materials developed under this division when determining the appropriate scope or duration of governance-based measures imposed in reliance on an external finding or order.

Sec. 2-721. - Interim governance-based measures.

Interim governance-based measures under this section are temporary, protective actions intended to preserve the integrity, safety, and lawful functioning of city governance or city operations during the pendency of review, investigation, advisory proceedings, or reliance on external findings. Interim measures are not disciplinary actions and do not constitute findings of misconduct.

(a) Purpose and timing. The city council may authorize interim governance-based measures where information received or developed pursuant to this division reasonably indicates an immediate or ongoing material adverse risk to the lawful functioning of city governance or city operations, or to the rights or safety of persons or entities. Interim measures may be imposed before completion of

investigation or advisory proceedings where reasonably necessary to address identified risks.

(b) Scope of interim measures. Interim governance-based measures shall be the least restrictive means available, narrowly tailored to the circumstances presented and imposed only to the extent reasonably necessary to mitigate identified material adverse risks, while preserving the nature of public office. Interim measures may include, but are not limited to, temporary limitations on participation in specified city matters, agenda items, committees, boards, or liaison assignments; temporary restrictions on direct contact with specified persons or entities; and temporary adjustments to access to nonpublic information.

(c) Quorum and continuity of governance. Interim governance-based measures shall be implemented, to the extent reasonably practicable and consistent with applicable law, in a manner that preserves the city's ability to establish a quorum and to conduct the essential business of the city. Nothing in this subsection shall be construed to require the city council to disregard or modify a court order, restraining order, or other legally binding directive issued by a court of competent jurisdiction.

(d) Duration and review. Interim governance-based measures shall be imposed for the minimum duration reasonably necessary under the circumstances and shall be subject to periodic review by the city council no more than every sixty (60) calendar days. Interim measures may be modified or lifted as circumstances change or as additional information becomes available.

(e) Relationship to other actions. The imposition of interim governance-based measures does not preclude completion of investigation or advisory proceedings under this division, reliance on external findings pursuant to section 2-720 of this article, or escalation under division 4 of this article where warranted.

(f) Contingent suspension pending external adjudication. As a temporary and protective measure, suspension of elected or appointed official pending resolution of criminal proceedings or other external adjudication may be considered only if and to the extent authorized by law, and only where the city council determines that continued exercise of official duties presents an immediate and substantial risk to the lawful functioning of city governance or to public safety.

At present, the city lacks authority to suspend elected officials pending external adjudication. This subsection is included solely to articulate a governance framework that would apply if and when such authority is granted to municipalities by the State of California through enabling legislation or constitutional amendment. Absent such authority, no suspension pending adjudication may be imposed under this article.

(g) Effect of suspension pending adjudication if authorized. If suspension pending

adjudication is authorized by law and imposed pursuant to this section, such suspension shall be temporary, shall not constitute removal from office, and shall remain in effect only for the duration and under the conditions permitted by law.

The city shall ensure continuity of city governance consistent with applicable law during any period of suspension.

(h) Limitations on scope. Nothing in this section shall be construed to authorize the adoption of permanent or generally applicable governance rules, policies, or restrictions applicable to all elected or appointed officials, which shall be adopted, if at all, through separate legislative or policy action of the city council.

Sec. 2-722. - Indemnification and reimbursement of costs.

The provision of legal defense, indemnification, or reimbursement of costs to an elected or appointed official in connection with any matter arising under this article shall be governed exclusively by applicable state law. Nothing in this article shall be construed to expand, create, or guarantee a right to defense, indemnification, or reimbursement of costs at public expense beyond that provided by law.

(a) No automatic right to defense or indemnification. Nothing in this article authorizes or requires the city to provide legal representation, advance defense costs, indemnify, or reimburse an elected or appointed official for attorneys' fees, costs, or expenses incurred in connection with alleged misconduct. Any such determination shall be made solely pursuant to applicable statutory standards and procedures.

(b) Scope of lawful indemnification. To the extent permitted by law, the city may provide defense or indemnification only for acts or omissions occurring within the course and scope of lawful official duties and undertaken in good faith in furtherance of city governance. The city shall not indemnify or reimburse costs arising from acts or omissions determined to be outside the scope of official duties, undertaken for personal benefit, or otherwise excluded from indemnification under applicable law.

(c) Independent determination required. Any decision to provide, deny, condition, or withdraw defense or indemnification shall require an independent determination made in accordance with applicable law. Nothing in this article shall be construed to predetermine, influence, or constrain that determination, or to require the city to provide representation or reimbursement pending resolution of factual or legal issues.

(d) No authorization of private counsel for personal misconduct. Nothing in this article shall be construed to authorize the city to fund or reimburse private legal counsel retained by an elected or appointed official for matters involving alleged personal misconduct, violations of law, or acts outside the scope of official duties, except to

the extent expressly permitted by statute and approved pursuant to applicable legal standards.

(e) Reliance on external findings. In determining whether defense, indemnification, or reimbursement is permitted or required, the city may consider final judicial, administrative, or arbitral findings, including findings described in section 2-720 of this article, establishing whether the conduct at issue occurred within the scope of official duties or involved conduct for which indemnification is not authorized.

(f) Recovery of costs where indemnification is not authorized. Where permitted by law, and following a final determination that an elected or appointed official acted outside the scope of lawful duties or engaged in conduct for which defense, indemnification, or reimbursement is not authorized, the city shall seek recovery of any defense costs or indemnification amounts previously advanced. Recovery may include reimbursement, offset against amounts otherwise payable by the city, or other lawful means of recoupment authorized by statute. Nothing in this subsection shall be construed to authorize recovery in excess of that permitted by law or to impose personal liability beyond that allowed by applicable legal standards.

Sec. 2-723. - Safeguards against misuse of process.

The reporting, review, investigation, and governance-based measures established by this division are intended to protect the integrity, safety, and lawful functioning of city governance or city operations. These processes shall not be invoked or used for improper purposes or in a manner that undermines city governance, city operations, or the rights of persons or entities.

This section preserves the availability of good-faith reporting and compliance with investigations required by law, while preventing abuse, intimidation, coercion, or political manipulation of the processes established by this article.

(a) Prohibited misuse of process. The city council may take appropriate action to limit, dismiss, or decline to pursue reports, requests for action, or other invocations of process under this division where it is determined, based on the information available, that such invocation:

(1) Was knowingly false or made with reckless disregard for the truth;

(2) Repeats allegations that have previously been reviewed or resolved under this article or through other lawful processes, absent materially new information;

(3) Is itself inconsistent with division 2 of this article; or

(4) Otherwise constitutes an abuse of the processes established by this article that poses a material adverse risk to the lawful functioning of city governance or city

operations.

(b) Considerations in determining misuse. In determining whether misuse of process has occurred, the city council may consider the timing, frequency, substance, and context of the invocation, including whether it coincides with city actions, votes, elections, or other governance activities, and whether the invocation reflects a pattern of conduct inconsistent with good-faith reporting.

(c) No limitation on mandatory investigations. Nothing in this section shall be construed to limit or excuse the city's obligation to initiate or complete investigations required by state or federal law.

(d) Protection of good-faith reporting. Nothing in this section shall be construed to discourage or penalize good-faith reporting, to require that a report be substantiated in order to be made, or to impose adverse consequences solely because a report is not sustained following review or investigation.

(e) Responses to misuse. Where misuse of process is determined, the city council may authorize governance-based measures consistent with this article, including limiting further review of duplicative or improper allegations, declining to pursue improper requests for action, or taking other measures reasonably necessary to protect city governance, city operations, and the integrity of the process.

DIVISION 4 – GOVERNANCE-BASED MEASURES AND ESCALATION

Sec. 2-724. - Overview.

This division establishes the framework by which the city council may authorize governance-based measures and escalation based on information developed pursuant to division 3 of this article. Governance-based measures under this division are intended to protect the integrity, safety, and lawful functioning of city governance or city operations and are not employment actions, criminal sanctions, or determinations of civil liability. Except as otherwise expressly provided in this article, any action taken under this division shall be approved by a vote of the city council members present and eligible to vote, excluding any city council member who is required to recuse themselves under this article or applicable law.

(a) Progressive escalation framework. Governance-based measures are progressive by default. Where appropriate, the city council shall consider corrective or remedial measures before authorizing more restrictive responses and shall escalate based on the nature, severity, frequency, and context of the misconduct; the record developed under division 3 of this article; the existence of external findings or court orders; the degree of material adverse risk presented to the lawful functioning of city governance or city operations, or to the safety of persons or entities; and the effectiveness or ineffectiveness of prior governance-based measures.

(b) Pattern-based escalation. The city council may determine that escalation is warranted where misconduct reflects a pattern rather than an isolated incident. A pattern may be established by repeated violations of the standards of conduct set forth in division 2 of this article, repeated matters supported by investigation or advisory findings under division 3 of this article, or repeated failure to comply with corrective or remedial governance-based measures authorized under section 2-725 of this article.

(c) Escalation based on noncompliance or ineffectiveness. Escalation may be warranted where an elected or appointed official fails to comply fully or in good faith with corrective or remedial governance-based measures, interim governance-based measures, or participation obligations imposed pursuant to division 3 of this article, or where such measures have proven ineffective to mitigate identified material adverse risks to city governance or city operations.

(d) Escalation based on severity or risk. Nothing in this division requires the city council to proceed sequentially through each category of response. The city council may authorize more restrictive governance-based measures, even in the absence of a pattern, where the misconduct presents a material adverse risk to the lawful functioning of city governance or city operations, or to public safety; where external findings or court orders are operative; or where delay would materially compromise governance or safety.

(e) Reliance on division 3 record. Governance-based measures and escalation under this division shall be based on the record developed pursuant to division 3 of this article, including investigative reports, advisory findings, reliance on external findings or orders, documented violations of interim governance-based measures, and documented compliance or noncompliance with corrective or remedial governance-based measures. The city council shall not be required to independently re-investigate or re-adjudicate facts already developed through those processes.

(f) Removal-seeking action as last resort. Any removal-seeking action contemplated by this division is intended as a last resort and shall be pursued only where authorized by law and where lesser governance-based measures are insufficient to protect the lawful functioning of city governance or city operations, or public safety. Removal-seeking action is further governed by sections 2-729 and 2-730 of this article and shall not be operative absent enabling legislative or constitutional authority.

Sec. 2-725. - Corrective and remedial measures.

Corrective and remedial measures under this section are governance-based measures intended to address misconduct that is reasonably remediable, to clarify expectations, and to reduce material adverse risk to the lawful functioning of city governance or city operations.

Corrective and remedial measures shall be informed by the record developed pursuant to division 3 of this article, including investigations authorized under section 2-718, advisory findings under section 2-719, reliance on external findings or orders under section 2-720, and other information properly before the city council.

(a) Purpose and use. The purpose of corrective and remedial measures is to address misconduct through education, guidance, facilitated intervention, or other structured governance-based measures. Such measures are appropriate where the city council determines that the misconduct does not present an immediate or substantial material adverse risk to the lawful functioning of city governance or city operations, or to public safety, and that remediation is reasonably likely to be effective.

(b) Types of corrective and remedial measures. Corrective and remedial measures may include, as appropriate to the circumstances, mandatory or recommended training related to city governance, ethics, conflicts of interest, Brown Act compliance, workplace conduct, or other relevant subjects; written governance directives clarifying permissible conduct, communication protocols or professional boundaries; facilitated governance interventions or coaching; and requirements to acknowledge receipt and understanding of applicable policies, directives, or expectations.

(c) Authorization and implementation. Corrective and remedial measures shall be authorized by majority vote of the city council members present and eligible to vote, taken in open session except where closed session consideration is expressly authorized by law. The city council may specify the scope, duration, and completion requirements for such measures, including reasonable deadlines for completion.

(d) Effect of compliance or noncompliance. Successful completion of authorized corrective or remedial measures may be considered by the city council in determining whether further escalation under section 2-724 of this article is warranted. Failure to comply fully or in good faith with authorized measures, refusal to participate, or subsequent misconduct demonstrating that remediation has been ineffective may be considered in determining whether escalation pursuant to section 2-724 is appropriate.

Sec. 2-726. - Governance-based limitations and restrictions.

Governance-based limitations and restrictions under this section are durable governance- based measures intended to regulate the exercise of office, not the holding of office, where such limitations or restrictions are reasonably necessary to protect the lawful functioning of city governance or city operations, or to mitigate material adverse risk to public safety. Limitations and restrictions imposed pursuant to this section do not remove a city council member from office, suspend the office, or constitute a determination of criminal or civil liability.

(a) Circumstances warranting limitations. The city council may authorize governance-based limitations and restrictions where it determines that continued unrestricted exercise of office presents a material adverse risk to the lawful functioning of city governance or city operations, or to public safety, and that limitations or restrictions under this section are reasonably necessary to mitigate the identified risk, whether alone or in combination with other governance-based measures.

(b) Types of limitations and restrictions. Governance-based limitations and restrictions may include, as reasonably necessary under the circumstances, limitations on participation in specified city matters or agenda items; removal from or limitation of committee, board, or liaison assignments; requirements that specified interactions with identified persons or entities occur only through designated city staff or in structured settings; restrictions on access to nonpublic information where necessary to protect city operations or to comply with external findings or orders; and other durable constraints reasonably designed to mitigate identified material adverse risks while preserving the nature of public office.

(c) Authorization and scope. Governance-based limitations and restrictions shall be authorized by majority vote of the city council members present and eligible to vote, taken in open session except where closed session consideration is expressly authorized by law. The authorizing action shall specify the nature, scope, and duration of the limitations imposed and shall be reasonably tailored to the risks identified in the record developed pursuant to division 3 of this article.

(d) Quorum and continuity of governance. Governance-based limitations and restrictions shall be implemented, to the extent reasonably practicable and consistent with applicable law, in a manner that preserves the city's ability to establish a quorum and to conduct the essential business of the city. Nothing in this subsection shall be construed to require the city council to disregard or modify a court order, restraining order, or other legally binding directive issued by a court of competent jurisdiction.

(e) Duration and review. Governance-based limitations and restrictions shall remain in effect only for the duration reasonably necessary to address the identified material adverse risks and shall be subject to periodic review by the city council. The city council may modify or lift such limitations where circumstances materially change, where compliance is demonstrated, or where the identified risks have been adequately mitigated.

Sec. 2-727. - Referral to external authorities and proceedings.

Referral to external authorities under this section is a governance-based escalation mechanism by which the city council may transmit matters involving alleged misconduct by an elected or appointed official to entities with independent investigatory, enforcement, or adjudicatory authority where the conduct exceeds, or may exceed, the city council's

institutional authority to address internally.

Referral under this section is intended to ensure compliance with applicable law, protect public safety, and address matters that may require criminal, civil, administrative, regulatory, or professional review by external bodies.

(a) Circumstances warranting referral. The city council may authorize referral where it determines that the conduct at issue may implicate criminal law, civil law, ethics or campaign-finance requirements, conflicts of interest laws, professional standards, court orders, or other legal obligations beyond the city council's authority to enforce. Referral may also be warranted where the misconduct presents a material adverse risk to the lawful functioning of city governance or city operations, or to public safety.

(b) Mandatory referral where required by law. Nothing in this article shall be construed to limit, delay, or excuse referral to external authorities where such referral is required by state or federal law. Where information available to the city reasonably indicates conduct that must be reported or referred to law enforcement, prosecutorial authorities, regulatory agencies, or other entities pursuant to applicable legal requirements, the city council or appropriate city official shall ensure that such referral is made in accordance with law.

(c) Authorization and procedure. Referral shall be authorized by majority vote of the city council members present and eligible to vote, taken in open session except where disclosure of the referral itself is restricted by law. The city council may direct that relevant materials developed pursuant to this article be transmitted to the external authority, subject to applicable confidentiality, privilege, and information-protection requirements.

(d) Effect of referral. Referral to external authorities does not preclude the city council from continuing to impose or maintain governance-based measures under this article, including interim measures under section 2-721 or governance-based limitations under section 2-726, where reasonably necessary to protect the lawful functioning of city governance or city operations, or public safety. Conversely, the city council may determine that further action under this article should be deferred, modified, or escalated based on the status or outcome of external proceedings.

(e) No adjudication by city council. Authorization of referral under this section shall not be construed as a determination by the city council that misconduct occurred, nor as a finding of criminal or civil liability. The city council's role under this section is limited to governance oversight and compliance with applicable legal obligations.

Sec. 2-728. - Censure.

Censure is a formal governance-based measure by the city council intended to publicly condemn conduct that undermines the integrity, safety, or lawful functioning of city governance or city operations. Censure does not remove an elected or appointed official from office, suspend the office, or constitute a determination of criminal or civil liability. It is an institutional expression of disapproval adopted to protect city governance, provide transparency, and establish a clear record of the city council's response.

The procedures set forth in this section establish the minimum procedure required before adoption of a resolution of censure. Nothing in this section shall be construed to require the city council to conduct an adjudicatory or trial-like proceeding, or to limit the city council's discretion to structure its deliberations in a manner consistent with applicable law.

(a) Initiation of censure. The city council may initiate censure proceedings where it determines that the conduct at issue implicates one or more provisions of division 2 of this article and that corrective or remedial governance-based measures under section 2-725 of this article are insufficient, ineffective, or inappropriate under the circumstances. Initiation of censure shall occur by action taken in open session and shall require a majority vote of the city council members present and eligible to vote.

(b) Written notice. No fewer than ten (10) calendar days prior to the city council meeting at which a resolution of censure is to be considered, the elected or appointed official who is the subject of the proposed censure shall be provided with written notice. The notice shall describe the conduct at issue with reasonable specificity, identify the provisions of this article implicated, and state the date, time, and place of the city council meeting at which the proposed censure will be considered.

(c) Access to materials. At the time notice is provided, the elected or appointed official subject to the proposed censure shall be provided access to the materials upon which the proposed censure is based, including investigative reports, advisory findings, or external findings relied upon by the city council, subject to redaction or withholding as required by law.

(d) Opportunity to respond. Before the city council votes on a resolution of censure, the elected or appointed official who is the subject of the proposed censure shall be afforded an opportunity to respond in open session. This opportunity shall include the ability to make an oral statement to the city council and to submit written materials for inclusion in the public record no later than five (5) calendar days prior to the meeting.

If the proposed censure arises from a complaint submitted by another elected or appointed official, that elected or appointed official may also be afforded a limited

opportunity to address the city council in open session, subject to the same time, place, and manner limitations.

The elected or appointed official who is the subject of the proposed censure may be represented by counsel at the elected or appointed official's own expense. Reasonable time, place, and manner limits may be imposed to ensure orderly proceedings.

(e) Public comment. Public comment on a proposed resolution of censure shall be permitted in accordance with the Brown Act and the city council's rules of procedure. Public comment shall be limited to the subject matter of the proposed censure. Elected or appointed official shall not use public comment to present evidence, call witnesses, elicit testimony, or conduct examination or cross-examination, and public comment shall not be treated as an evidentiary record.

(f) No evidentiary or adjudicatory hearing. Censure proceedings are legislative and governance-based in nature and shall not constitute an evidentiary or adjudicatory hearing. No party has the right to call witnesses, compel testimony, or conduct cross-examination. Nothing in this section prohibits the city council, in its discretion and by action taken in open session, from receiving additional information or statements where doing so would assist deliberation, provided such action does not convert the proceeding into a trial-like hearing.

(g) Consideration and vote. Following notice, opportunity to respond, and public comment, the city council may deliberate and vote in open session on whether to adopt a resolution of censure at the noticed meeting or a continued meeting. Adoption of a resolution of censure shall require a majority vote of the city council members present and eligible to vote, unless a higher threshold is required by law.

(h) Contents and effect of censure. A resolution of censure may describe the conduct at issue and its impact on city governance or city operations, identify the standards of conduct implicated, and include a formal statement of condemnation or disapproval. A resolution of censure may also articulate expectations for future conduct and reference the potential for escalation under this division if misconduct continues or recurs.

Sec. 2-729. - Impeachment.

Impeachment under this article is a removal-seeking governance action of last resort. It is intended to address extraordinary circumstances in which an elected or appointed official's continued service presents an intolerable material adverse risk to the lawful functioning of city governance or city operations, or to public safety, and where lesser governance- based measures have been ineffective, have been disregarded, or are clearly inadequate under the circumstances.

Impeachment is not intended to punish political disagreement, unpopular viewpoints, or

lawful legislative conduct. It is reserved for serious misconduct demonstrating that continued service is incompatible with the lawful and safe functioning of municipal governance.

(a) Threshold for initiation. Impeachment proceedings may be initiated where the city council determines, based on the record developed pursuant to division 3 of this article, that one or more of the following conditions exist, whether arising from a single incident or from repeated conduct over time:

(1) Repeated or willful non-compliance with corrective or remedial governance-based measures, governance-based limitations or restrictions, or other measures authorized under this article, demonstrating that lesser responses are ineffective to mitigate identified risks;

(2) Egregious misconduct that, by its nature or severity, renders corrective measures, censure, or governance-based limitations clearly inadequate or inappropriate;

(3) A final judicial, administrative, or arbitral finding establishing conduct that would justify removal, forfeiture, or disqualification from public office under applicable law; or

(4) Willful violation of court orders, restraining orders, or other legally binding directives relating to city governance or the exercise of city council authority.

(b) Initiation of impeachment proceedings. Impeachment proceedings shall be initiated by a majority vote of the city council members present and eligible to vote, taken in open session to the extent permitted by law. The initiating action shall identify the general grounds for impeachment and the provisions of this article implicated.

(c) Written notice. Upon initiation of impeachment proceedings, the elected or appointed official who is the subject of the proceedings shall be provided with written notice describing the conduct at issue with reasonable specificity, identifying the applicable standards under this article, and outlining the procedural steps to follow. The notice shall provide no fewer than thirty (30) calendar days before commencement of any impeachment-related proceeding before an independent hearing officer.

(d) Independent hearing officer. Impeachment proceedings shall be conducted before an independent hearing officer retained by the city as authorized by the city council. The hearing officer shall not be a city employee and shall not be subject to the direction or control of the elected or appointed official who is the subject of the proceedings.

To promote neutrality and institutional separation, the city council may authorize retention of the hearing officer through a neutral dispute-resolution provider, such

as JAMS, the American Arbitration Association (AAA), Judicate West, or a comparable organization, or may retain a retired judicial officer or similarly qualified neutral with experience in public-sector governance matters.

The hearing officer shall exercise independent judgment and conduct the proceeding consistent with applicable law and the minimum procedural safeguards required for removal-seeking actions. The city council shall not serve as the finder of fact in impeachment proceedings.

The fact that the city council, the city attorney, outside counsel, the city manager, or a designee may retain, coordinate, or provide legal or procedural guidance regarding scope or compliance with law shall not, by itself, compromise the independence of the hearing officer, provided that such guidance does not direct factual findings or recommendations.

(e) Procedure before hearing officer. The elected or appointed official subject to impeachment shall be afforded, at a minimum, a reasonable opportunity to be represented by counsel at their own expense, to submit evidence, and to respond to the allegations before the hearing officer, subject to applicable constitutional, statutory, and common-law rights and privileges.

These procedures establish the minimum procedure applicable to impeachment proceedings under this article and shall not be construed to create a trial-like forum, to adopt evidentiary rules beyond those required by law, or to expand the city's authority beyond that authorized by statute or constitution. Any provision of defense costs or reimbursement shall be governed exclusively by applicable state law.

(f) Written findings and recommendation. Upon conclusion of the proceedings, the independent hearing officer shall issue written findings and a recommendation addressing whether removal or other removal-related action is warranted. The findings shall be based on the record developed and transmitted to the city council for final consideration.

(g) Final action by city council. Following receipt of the hearing officer's findings and recommendation, and after public comment to the extent required or permitted by law, the city council may take final action in open session by a supermajority vote of the city council members present and eligible to vote, to the extent authorized by law. Final action may include acceptance or rejection of the recommendation in whole or in part and, where authorized, removal from office.

(h) Requirement of enabling authority. This section shall not be operative unless and until authority to impeach elected or appointed officials is granted to municipalities by the State of California through enabling legislation or a constitutional amendment. Nothing in this article shall be construed to assert or imply that the city presently possesses impeachment authority absent such authorization.

Sec. 2-730. - Disqualification from future office following impeachment.

Disqualification under this section is a removal-related governance action, distinct from impeachment. It is intended to address extraordinary circumstances in which an elected or appointed official, having been removed from office following impeachment proceedings, is determined to be unfit to hold future public office due to misconduct demonstrating a fundamental incompatibility with the lawful functioning of city governance or city operations, or with public safety.

Disqualification is not automatic upon impeachment or removal. It is a separate and additional action that may be considered only after completion of impeachment proceedings pursuant to section 2-729 of this article and only where expressly authorized by law.

(a) Relationship to impeachment. Disqualification may be considered only following completion of impeachment proceedings under section 2-729 and only where the city council has taken final action resulting in removal from public office.

(b) Separate vote required. Any determination to disqualify an elected or appointed official from holding future public office shall require a separate vote of the city council, distinct from and subsequent to any vote on impeachment or removal. Disqualification shall not be implied, inferred, or imposed by operation of law absent such separate action.

(c) Voting threshold. Disqualification under this section may be authorized only by a supermajority vote of the city council members present and eligible to vote, to the extent authorized by law.

(d) Findings required. Prior to any vote on disqualification, the city council shall adopt written findings, based on the record developed pursuant to division 3 of this article and the findings issued in the impeachment proceeding, that the misconduct at issue demonstrates that the individual's future service in public office would pose a material adverse risk to the lawful functioning of city governance or city operations, or to public safety.

(e) Scope of disqualification. Any disqualification authorized under this section shall be limited to future service in public office within the City of West Covina, unless broader disqualification is expressly authorized by applicable law. Nothing in this section shall be construed to affect eligibility for state or federal office.

(f) Preservation of electoral authority. Nothing in this section shall be construed to override voter eligibility requirements, recall procedures, or constitutional protections except to the extent expressly authorized by law. Disqualification is intended as an extraordinary governance safeguard and shall be construed narrowly.

(g) Requirement of enabling authority. This section shall not be operative unless and until authority to disqualify elected and appointed officials from future elective office is granted to municipalities by the State of California through enabling legislation or a constitutional amendment. Nothing in this article shall be construed to assert or imply that the City presently possesses disqualification authority absent such authorization.

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

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that any one or more portions be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall take effect thirty (30) calendar days after its adoption. Provisions of Article XII of Chapter 2 of the West Covina Municipal Code that are expressly conditioned on the existence of enabling legislation or constitutional authority, including but not limited to provisions relating to suspension pending adjudication, impeachment, or disqualification from future public office, shall not be operative unless and until such authority is granted, as expressly provided within Article XII. All other provisions of Article XII shall be operative upon the effective date of this Ordinance and shall apply prospectively in accordance with the terms of Article XII.

SECTION 6. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published or posted in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2026.

_____
Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, CMC, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2537 was introduced at a regular meeting of the City Council held on the 20th day of January, 2026, and adopted at a regular meeting of the City Council held on the 3rd day of March, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

ATTACHMENT NO. 2

ORDINANCE NO. 2537

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, AMENDING CHAPTER 2 OF THE WEST COVINA MUNICIPAL CODE TO ADD ARTICLE XII, ENTITLED "CODE OF CONDUCT"

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

WHEREAS, the City of West Covina is a general law city organized and operating under the laws of the State of California; and

WHEREAS, elected and appointed officials are entrusted with legislative authority and public responsibilities distinct from those applicable to City employees; and

WHEREAS, the City Council has previously adopted Standing Rules and Rules of Decorum governing the conduct of City Council meetings and the participation of members of the public; and

WHEREAS, the existing Rules of Decorum primarily address real-time conduct during City Council meetings and do not establish a comprehensive, codified framework for addressing alleged misconduct by elected and appointed officials occurring outside meetings or over time, nor do they provide structured procedures for review, investigation, preservation of records, or proportionate governance-based response; and

WHEREAS, on December 16, 2025, the City Council reviewed the City's Standing Rules and Rules of Decorum and provided direction to staff to develop a Code of Conduct to promote orderly, respectful, and effective governance; and

WHEREAS, the City Council has considered the need for a governance-based framework that identifies standards of conduct applicable to elected and appointed officials, establishes structured procedures for reporting, review, investigation, and preservation of records, and provides proportionate, non-employment governance-based responses, short of removal from office, designed to protect the lawful operation and safety of City governance; and

WHEREAS, the City Council recognizes that its authority to address alleged misconduct by elected and appointed officials is subject to constitutional, statutory, and legal limitations, including limitations on impeachment, removal, suspension (including suspension pending adjudication), recall, and criminal enforcement, and that general law cities may not create such authorities by local ordinance absent express enabling legislation or constitutional authority; and

WHEREAS, the City Council desires to codify a Code of Conduct that operates within these legal constraints, preserves constitutional rights, respects the elective nature

of public office, and does not create employment-based discipline or criminal or civil enforcement authority; and

WHEREAS, the City Council further desires to require written acknowledgement by elected and appointed officials confirming receipt of and responsibility to comply with the City Council Code of Conduct, in order to ensure notice, transparency, and consistent application of governance-based obligations; and

WHEREAS, the City Council has determined that adoption of a Code of Conduct within the West Covina Municipal Code is reasonably necessary to promote effective governance, reduce legal and operational risk, and maintain public confidence in City institutions; and

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

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

SECTION 1. Recitals. The City Council of the City of West Covina hereby makes and adopts as its legislative findings the facts and conclusions set forth in the recitals of this Ordinance.

SECTION 2. Amendment to Chapter 2 of the West Covina Municipal Code. Chapter 2 of the West Covina Municipal Code is hereby amended to add a new Article XII, entitled "Code of Conduct," to read in its entirety as follows:

ARTICLE XII. - CODE OF CONDUCT

DIVISION 1 – GENERAL PROVISIONS

Sec. 2-700. - Purpose and scope.

(a) The city council adopts this article to promote sound city governance, protect the integrity of city operations, and reduce material adverse legal, financial, and operational risk to the city arising from alleged misconduct by the city's elected and appointed officials.

(b) Public agencies nationwide, including at the federal, state, and local levels, have increasingly adopted formal codes of conduct for elected and appointed officials in response to evolving legal standards, heightened public expectations, and increased reporting of conduct-related concerns affecting governmental operations. Such codes are intended to establish clear expectations and structured, transparent processes for addressing concerns involving elected and appointed officials in a manner consistent with applicable law and the nature of public office.

(c) While elected and appointed officials do not manage day-to-day city operations, misconduct occurring while acting in an official capacity or in connection with city business may materially affect city operations and interactions among persons and entities, and may create material adverse risk to city governance.

(d) This article is adopted for governance and material adverse risk-management purposes only. It is intended to establish clear standards and lawful procedures for addressing alleged misconduct by elected and appointed officials and to authorize measured, proportionate governance-based measures designed to protect the city and city governance from material adverse risk.

(e) Nothing in this article is intended to punish lawful political expression, alter the elective nature of public office, interfere with the good-faith exercise of legislative discretion, establish criminal, civil, or quasi-judicial enforcement authority, replace or supersede enforcement authority conferred by state or federal law, or require the City to make findings regarding criminal liability or civil fault.

Sec. 2-701. - Definitions.

For purposes of this article, the following terms shall have the meanings set forth below:

“City business” means any matter relating to the operations, functions, services, policies, contracts, proceedings, or official activities of the city.

“City governance” means the legislative, policy-making, oversight, and decision-making functions of the city council, including participation in city council meetings, committees, appointments, and interactions undertaken in an official or representative capacity.

“City operations” means the administrative, managerial, and operational activities of the city undertaken to implement, execute, or carry out city policies, programs, services, contracts, proceedings, and decisions, including the day-to-day functions performed by city officers, employees, contractors, and agents in support of city governance.

“Communications” means any oral, written, electronic, visual, or digital transmission or dissemination of information, ideas, instructions, or messages, regardless of form or medium, including correspondence, emails, text messages, instant messages, direct messages, social media posts, comments, replies, reactions, shared content, livestreams, stories, voicemails, video messages, memoranda, notes, and any associated metadata.

“Documents” means all writings and recorded information, whether tangible or intangible, regardless of form or medium, including paper, electronic, digital, audio, visual, or data-based materials. Documents include letters, memoranda, notes, reports, drafts, photographs, recordings, spreadsheets, presentations, calendars, logs, databases, electronically stored information, metadata, and versions thereof. Documents also include

content generated, stored, transmitted, or relied upon through artificial intelligence tools, automated systems, or digital assistants, including prompts, queries, responses, outputs, drafts, summaries, or analyses, to the extent such content relates to city business or city governance.

“Entities” means any organization, body, association, business, governmental unit, agency, board, commission, partnership, corporation, nonprofit organization, or other collective or institutional body, whether public or private.

“Governance-based measures” means non-employment actions authorized by this article that are intended to protect city governance, city operations, and city personnel, and that regulate the exercise of office rather than the holding of office. Governance-based measures may include limitations on participation in specified proceedings, removal from committee or liaison assignments, training or educational requirements, communication or contact parameters, or other lawful measures short of removal from office.

“Misconduct” means conduct by an elected or appointed official that relates to city business or city governance and that violates the standards of conduct set forth in this article.

“Official capacity” means actions taken by an elected or appointed official while performing official functions, acting in a representative role, exercising the authority or influence of office, or purporting to act on behalf of the city.

“Persons” means any individual, including city officials, city employees, appointed officials, contractors, consultants, volunteers, members of the public, or other natural persons.

“Personal gain” means any direct or indirect benefit, advantage, or interest, whether financial or non-financial, received or sought by an elected or appointed official or by another person or entity with whom the elected or appointed official has a personal, familial, business, or political relationship.

“Records” means any document, communication, or other recorded information, regardless of form or medium, that is prepared, generated, received, owned, used, retained, stored, transmitted, or maintained by a city council member in connection with city business or city governance, including copies, excerpts, drafts, and versions thereof. Records include, but are not limited to, information stored in paper, electronic, digital, audio, visual, or data-based form; information stored on personal devices, personal accounts, cloud-based services, third-party platforms, or collaboration tools; and information generated, stored, transmitted, or relied upon through artificial intelligence tools, automated systems, or digital assistants. This includes prompts, queries, inputs, outputs, drafts, summaries, analyses, metadata, logs, and version histories, to the extent such information relates to city business or city governance.

“Suspension” means a temporary restriction on the exercise of all city-related duties,

authorities, and functions of an elected or appointed official during the pendency of a review, investigation, proceeding, or external matter, imposed solely to the extent authorized by law. Suspension does not constitute removal from office and is intended as a protective, non-final governance status rather than a determination of misconduct or imposition of punishment.

Sec. 2-702. - Applicability.

(a) This article applies to elected and appointed officials with respect to misconduct occurring in an official capacity, in connection with city business, or that otherwise materially affects the integrity or safety of city governance or the lawful functioning of city operations, including misconduct involving or directed toward persons or entities participating in or affected by city governance or city operations.

(b) This article authorizes governance-based measures reasonably necessary to protect city governance, the lawful functioning of city operations, city personnel, and members of the public, and operates independently of, and in addition to, any consequences imposed by state or federal law.

Sec. 2-703. - Acknowledgment.

Each elected and appointed official shall execute a written acknowledgement confirming receipt of, familiarity with, and agreement to comply with the provisions of this article, the city's rules of decorum and city policies regarding their conduct.

The acknowledgement required by this section is intended to ensure that elected and appointed officials are fully informed of the standards relating to misconduct, procedural obligations, preservation requirements, and the governance-based measures established by this article, and to document notice and acceptance of those obligations.

(a) Timing of acknowledgement. Each elected and appointed official shall execute the acknowledgement required by this section at the following times:

(1) Upon filing nomination papers or other documentation required to qualify as a candidate for City Council, to the extent permitted by law;

(2) Contemporaneously with the execution of the oath of office required by law; and

(3) Upon re-election, appointment, or commencement of a new term of office.

Execution of the acknowledgement is intended to provide notice of, and assent to, the obligations set forth in this Code and city policies relating to city governance, city operations, and governance-based measures.

Failure to execute the acknowledgement shall not invalidate an election or

appointment, but may delay assumption of duties or participation in city council meetings and other city governance activities and may be considered in determining appropriate governance-based measures under this article, consistent with applicable law.

(b) Form of acknowledgement. The acknowledgement shall be in the form set forth in subsection (c) of this section and shall be executed without modification, except as approved by the city attorney for non-substantive formatting purposes.

(c) Required acknowledgement language. The acknowledgement executed by each elected or appointed official shall state, verbatim, as follows:

"By executing this acknowledgement, I confirm that I have been provided notice of the obligations set forth in Article XII of Chapter 2 of the West Covina Municipal Code, the City's Rules of Decorum, and City policies regarding conduct and acknowledge my responsibility to comply with those obligations during my service as an elected or appointed official, subject to applicable law.

I further acknowledge that I am executing this acknowledgement knowingly and voluntarily, without duress, coercion, or undue influence, and that I have had the opportunity to consult with legal counsel of my choosing regarding this acknowledgement and the obligations described herein."

(d) Retention of acknowledgement. Executed acknowledgements shall be retained by the city clerk as a public record to the extent permitted by law.

(e) Effect of failure to execute. Failure to execute the acknowledgement required by this section shall not invalidate the applicability of this article but may be considered in determining appropriate governance-based measures under division 4 of this article, to the extent permitted by law.

(f) No waiver of rights. Nothing in this section or in the acknowledgement required hereby shall be construed to waive any constitutional, statutory, or common-law right, to create an employment relationship, or to expand the city's authority beyond that provided by law.

Sec. 2-704. - Construction.

This article shall be construed and applied consistently with the California Constitution, applicable state and federal law, and the nature of public office. Nothing in this article shall be interpreted to expand municipal authority beyond that granted by law or to impair any right preserved by statute or constitution.

(a) Preservation of individual and constitutional rights. Nothing in this article shall be construed to waive, limit, or require the waiver of any constitutional, statutory, or common-law right or privilege of an elected or appointed official, including the right

to seek judicial review of any action taken pursuant to this article or the right against self- incrimination.

The procedures established by this article are governance-based in nature and are intended to provide structured responses and minimum procedural protections. They shall not be construed to create additional substantive rights, entitlements, causes of action, or adjudicatory proceedings.

(b) Nature of public office; no employment relationship. Elected and appointed officials and are not employees of the city for any purpose.

Nothing in this article shall be construed to create an employment relationship between the city and any elected or appointed official, to subject elected or appointed officials to personnel rules or employment discipline, or to alter the nature of public office.

(c) Relationship to other laws, remedies, and enforcement authorities. This article does not replace, supersede, duplicate, or limit any remedy, enforcement mechanism, or proceeding otherwise available under state or federal law, including criminal prosecution, civil enforcement, administrative proceedings, recall, quo warranto, forfeiture, vacancy provisions, or enforcement authority vested in courts, the Fair Political Practices Commission, or other regulatory bodies.

Governance-based measures authorized by this article are cumulative and may be imposed independently of, and concurrently with, other lawful actions. Alleged misconduct may be referred to external authorities as provided in this article, and the city council may rely on external findings or orders to the extent authorized by law.

Nothing in this article shall be construed to convert city council action into a criminal, civil, or quasi-judicial enforcement mechanism.

(d) Legislative discretion and protected activity. Nothing in this article shall be construed to regulate or prohibit lawful political disagreement, criticism of policy positions, robust debate during public meetings, lawful political speech, campaign activity conducted in a personal capacity, or other expression protected by the United States or California Constitutions.

Nothing in this article shall be construed to prohibit lawful legislative inquiry, oversight, policy advocacy, or participation in authorized city governance activities, provided such activities are conducted through appropriate channels and do not involve misuse of city authority, resources, or access, or interference with the lawful functioning of city operations.

The standards set forth in this article shall be applied narrowly and in a manner consistent with constitutional protections and the good-faith exercise of legislative judgment.

(e) Governance harm and construction standard. In applying this article, the city council may consider whether misconduct, viewed in context, creates a material adverse risk to the integrity, fairness, independence, or lawful functioning of city governance, even where such misconduct does not independently constitute a violation of criminal or civil law.

This article shall be interpreted and applied in a manner that favors its lawful application and effectuates its purpose of protecting city governance and the lawful functioning of city operations. Any ambiguity shall be resolved consistent with applicable law and the city council's intent to act within the bounds of its authority. In close or ambiguous cases, application shall favor protection of constitutional expression and the electoral process over governance-based restrictions.

(f) Prospective application. This article shall apply prospectively to all elected and appointed officials serving on or after its effective date, including members in office at the time of adoption.

Nothing in this article shall be construed to impose governance-based measures, censure, limitations, escalation, or removal-seeking action based solely on misconduct fully completed prior to the effective date. However, nothing shall preclude consideration of misconduct occurring on or after the effective date, or reliance on investigative findings, advisory findings, external findings, or court orders issued on or after the effective date, even where such findings relate in whole or in part to earlier conduct, provided that any governance-based measure is imposed prospectively and is reasonably necessary to address present or ongoing material adverse risk to city governance or the lawful functioning of city operations.

(g) Relationship to rules of decorum. Nothing in this article limits the authority of the presiding officer to maintain order and decorum during public meetings pursuant to sections 2-47 through 2-52 of this Code.

As applied to elected and appointed officials, the standards of conduct, review, investigation, and governance-based measures set forth in this article govern alleged misconduct occurring inside or outside public meetings and supplement, and, where applicable, supersede, decorum provisions addressing elected and appointed officials' conduct during public meetings. Rules of decorum applicable to members of the public remain fully in effect and are not modified by this article.

(h) Severability. If any provision of this article, or its application to any person or circumstance, is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions or applications of this

article. The city council declares that it would have adopted this article and each provision thereof irrespective of the invalidity of any other provision.

DIVISION 2 – STANDARDS OF CONDUCT

Sec. 2-705. - General standards of conduct.

Elected and appointed officials of the city shall conduct themselves in a manner that preserves lawful functioning and safety of city governance and city operations and that complies with applicable law and the obligations of public office.

For purposes of this division, misconduct may occur through direct action or through indirect action, including by acting through intermediaries, proxies, third parties, or other persons or entities, or by directing, encouraging, facilitating, or knowingly permitting another to engage or attempt to engage in conduct that the elected or appointed official could not lawfully undertake directly.

Elected and appointed officials shall not engage or attempt to engage in misconduct relating to city business or city governance that objectively and materially interferes with the lawful functioning of city governance or city operations, undermines the integrity or independence of city governance, impedes the ability of persons or entities to lawfully participate in or carry out city functions, or otherwise creates a foreseeable material adverse risk of legal or operational harm to the city.

(a) Governance-focused obligations. The standards set forth in this division are intended to address misconduct that affects city governance or the lawful functioning of city operations. These standards do not regulate personal morality or private conduct unrelated to city business or city governance.

(b) Scope of application. Misconduct subject to this division includes actions taken by an elected or appointed official in an official capacity, under color of office, in connection with city business, or in circumstances where the use or misuse of city authority, resources, access, or influence materially affects city governance or the lawful functioning of city operations.

(c) Relationship to review, investigation, and escalation. The standards set forth in this division provide the substantive basis for review, investigation, and governance-based measures under divisions 3 and 4 of this article. A determination that misconduct may fall within one or more provisions of this division does not constitute a finding of misconduct, but may warrant review, investigation, interim governance-based measures, or other action pursuant to those divisions.

Sec. 2-706. - Abuse of position or influence.

An elected or appointed official shall not engage or attempt to engage in the misuse of the authority, prestige, access, or influence of public office in a manner that exceeds lawful authority, objectively and materially interferes with or circumvents the lawful

functioning of city governance or city operations, or is otherwise inconsistent with applicable law, adopted city policy, or the respective roles and responsibilities of city officials and staff.

For purposes of this section, abuse of position or influence includes misconduct that exploits or attempts to exploit the unique powers, visibility, or perceived authority of public office to obtain improper advantage or to coerce, pressure, or improperly influence persons or entities in connection with city business or city governance.

(a) Improper direction or pressure. An elected or appointed official shall not direct, attempt to direct, pressure, attempt to pressure, or coerce persons or entities to take or refrain from action outside of lawful authority, or in a manner inconsistent with applicable law, adopted city policy, or the lawful functioning of city governance or city operations.

(b) Preferential treatment and improper advantage. An elected or appointed official shall not use or attempt to use the title, status, access, or perceived authority of public office to obtain or attempt to obtain preferential treatment, special access, or other improper advantage for themselves or for any other person or entity in connection with city business or city governance.

(c) Interference with independent functions. An elected or appointed official shall not interfere or attempt to interfere with administrative, regulatory, enforcement, investigatory, or quasi-judicial matters in a manner inconsistent with applicable law or established city authority, including by attempting to influence outcomes outside authorized roles or channels.

(d) Misrepresentation of authority. An elected or appointed official shall not represent, state, imply, or attempt to represent, state, or imply that a personal position, directive, or demand reflects an official decision, policy, or position of the city or city council when no such authorization exists.

Sec. 2-707. - Improper conduct towards participants.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that is directed toward any person or entity, including another elected or appointed official, and that has the purpose or effect of obstructing, chilling, intimidating, coercing, or otherwise objectively and materially interfering with that person's or entity's lawful participation in city governance or the lawful functioning of city operations.

(a) Improper conduct toward participants. An elected or appointed official shall not engage or attempt to engage in threatening, intimidating, abusive, discriminatory, ~~demeaning, hostile,~~ or coercive conduct toward any person or entity in connection with that person's or entity's lawful participation in city governance or involvement with city operations.

(b) Adverse conduct in response to participation. An elected or appointed official shall not engage or attempt to engage in adverse conduct toward any person or entity because that person or entity raised concerns, made reports, provided information, participated in investigations or advisory proceedings, engaged in protected activity, or refused to take action that would be inconsistent with applicable law or adopted city policy.

(c) Misuse of office to target participants. An elected or appointed official shall not engage or attempt to engage in the misuse of the platform, authority, access, or visibility of public office to single out, ~~demean,~~ threaten, pressure, or subject any person or entity, including another elected or appointed official, to adverse treatment in a manner that interferes with that person's or entity's lawful ability to participate in city governance or to carry out functions related to city operations.

Sec. 2-708. - Ethics, conflicts of interest, and self-dealing.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that involves conflicts of interest, self-dealing, or misuse of public office for personal gain, and that objectively and materially undermines the integrity, fairness, or lawful functioning of city governance or city operations.

(a) Conflicts of Interest. An elected or appointed official shall not participate in, influence, or attempt to influence any city decision, action, or matter in which the official has a financial interest or other disqualifying interest under applicable law, or where participation would materially compromise the integrity or impartiality of city governance. Failure to disclose a conflict of interest, failure to recuse where required, or participation notwithstanding a known conflict may constitute misconduct under this section.

(b) Gifts, benefits, and improper advantages. An elected or appointed official shall not solicit, accept, receive, or attempt to solicit, accept, or receive gifts, benefits, favors, services, or other things of value in connection with city business in a manner that violates applicable law or that involves personal gain in exchange for the exercise, attempted exercise, or misuse of city authority. Misconduct under this subsection may occur regardless of whether a gift or benefit is ultimately received or exceeds statutory thresholds.

(c) Self-dealing and preferential treatment. An elected or appointed official shall not use or attempt to use city office, authority, access, or influence to secure personal gain for themselves or to confer improper benefit on any person or entity in connection with city business or city governance. Self-dealing includes steering contracts, permits, approvals, or other city benefits; exerting pressure on representatives of city operations to favor particular outcomes; or intervening in city matters for private advantage.

(d) Use of insider or nonpublic information. An elected or appointed official shall not use, disclose, or attempt to use or disclose nonpublic, confidential, or privileged information obtained through public office for personal gain, private advantage, or to benefit any person or entity, or in a manner that undermines the lawful functioning of city governance or city operations. This subsection includes, but is not limited to, the unlawful disclosure of information received or discussed during closed session meetings of the city council or its committees, to the extent such disclosure is prohibited by law.

(e) Circumvention of ethics safeguards. An elected or appointed official shall not engage or attempt to engage in actions intended to evade, circumvent, or nullify ethics, disclosure, or recusal requirements imposed by law or adopted by the city, including by acting through intermediaries, proxies, or other persons or entities.

Sec. 2-709. - Material misrepresentations and concealments.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that involves a knowing or intentional material misrepresentation or material concealment~~, and~~ that objectively and materially undermines the integrity, transparency, or lawful functioning of city governance or city operations.

This section addresses governance harms arising from material false statements, material omissions, material concealment of information, or other conduct that objectively and materially interferes with the city's ability to make informed decisions, carry out lawful review or investigation, or perform its governance functions, regardless of whether such conduct results in criminal, civil, or administrative enforcement action.

(a) Material misrepresentation. An elected or appointed official shall not knowingly or intentionally make, cause to be made, or attempt to make a false or materially misleading statement, representation, or omission in an official capacity, under color of office, or in connection with city business, where the statement, representation, or omission is material to city governance, city operations, or city decision-making. This subsection applies to communications made to persons or entities, including city staff, other elected or appointed officials, investigators, advisory fact- finders, or members of the public, where such communications concern city business or city governance.

(b) Material concealment of information. An elected or appointed official shall not knowingly or intentionally conceal, withhold, delay, obscure, or attempt to conceal, withhold, delay, or obscure material information relevant to city business or city governance where disclosure is required by law, reasonably necessary for informed decision- making, or necessary to ensure the lawful functioning of city governance or city operations.

(c) Material interference with truth-finding. An elected or appointed official shall not engage or attempt to engage in conduct intended to materially interfere with the city's ability to ascertain the truth or to reach lawful, informed outcomes in connection with city business or city governance. Material interference with truth-finding includes, but is not limited to, providing materially incomplete, misleading, or deceptive information; directing, encouraging, or knowingly permitting others to provide materially false or misleading information; intentionally delaying proceedings, disclosures, cooperation, or responses where such delay is material to obstructing review, investigation, or decision-making; attempting to influence, disrupt, or affect the scope, timing, process, or outcome of administrative, investigatory, regulatory, enforcement, or advisory matters through misuse of authority, access, or influence; using authority or influence to pressure, discourage, or manipulate participants, witnesses, investigators, or advisory fact-finders; or attempting to influence the material content, scope, timing, or outcome of investigative, advisory, or review findings through misrepresentation, concealment, delay, or other obstructive conduct.

Sec. 2-710. - Misuse of city resources or information.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that involves the misuse of city resources, city property, or city information in a manner inconsistent with applicable law, adopted city policy, or objectively and materially interferes with the lawful functioning of city governance or city operations.

(a) Use of city resources. An elected or appointed official shall not use or attempt to use, or direct or attempt to direct the use of, city staff time, facilities, equipment, systems, funds, or other city resources for personal, political, campaign-related, or other non- city purposes, except where such use is expressly permitted by law or adopted city policy.

(b) Improper direction of city operations. City governance is exercised collectively by the city council, while the city manager is responsible for the administration of city operations and the management of city departments, officers, employees, and agents. An elected or appointed official shall not direct, request, encourage, or attempt to direct, request, or encourage any person or entity involved in city operations, including city employees, contractors, or consultants, to perform tasks unrelated to city business, outside the scope of lawful city operations, or in furtherance of personal, political, or other improper interests.

(c) Use and disclosure of city information. An elected or appointed official shall not use, disclose, rely upon, or attempt to use, disclose, or rely upon nonpublic, confidential, or privileged city information obtained through public office for purposes unrelated to city business or in a manner that undermines the integrity, fairness, or lawful functioning of city governance or city operations. This

subsection includes, but is not limited to, the unlawful disclosure or use of information received, reviewed, or discussed during closed session meetings of the city council or its committees, to the extent such disclosure or use is prohibited by law.

Sec. 2-711. - Election-related misconduct.

An elected or appointed official shall not engage or attempt to engage in misconduct that involves the misuse of the powers, privileges, resources, access, or visibility of public office in connection with any election, ballot measure, or political campaign, and that objectively and materially undermines the integrity, neutrality, or lawful functioning of city governance or city operations.

(a) Misuse of office in connection with elections. An elected or appointed official shall not use or attempt to use city authority, city resources, city information, or the status of public office to support or oppose any candidate, ballot measure, or political campaign in a manner inconsistent with applicable law or adopted city policy.

(b) Use of office for electoral advantage. An elected or appointed official shall not use or attempt to use the fact of holding public office, or the authority, access, or visibility associated with that office, during an election cycle or in connection with electoral activity, to condition access to city governance or city operations, or the receipt of city services or benefits, on political support, opposition, or activity.

(c) Adverse conduct based on political activity. An elected or appointed official shall not engage or attempt to engage in adverse conduct toward any person or entity because that person or entity engaged in lawful political activity, including supporting or opposing a candidate or ballot measure, participating in a campaign, or declining to engage in political activity.

(d) Campaign-related use of city information. An elected or appointed official shall not use, disclose, or attempt to use or disclose nonpublic, confidential, or privileged city information obtained through public office for campaign-related purposes or to obtain political advantage. This subsection includes, but is not limited to, the unlawful disclosure or use of information received, reviewed, or discussed during closed session meetings of the city council or its committees, to the extent such disclosure or use is prohibited by law.

(e) Interference with impartial administration. An elected or appointed official shall not interfere or attempt to interfere with the impartial administration of city operations, including city services, programs, or regulatory functions, for the purpose of influencing electoral outcomes or conferring political advantage.

Sec. 2-712. - Public safety and threatening conduct.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that threatens, endangers, or reasonably places at risk the safety or security of persons or entities, including city officials, city employees, contractors, volunteers, other elected or appointed officials, or members of the public who are lawfully participating in city governance or involved with city operations.

This section addresses conduct that jeopardizes public safety, impairs the city's ability to maintain safe and secure city operations, or objectively and materially interferes with the lawful functioning of city governance through intimidation, coercion, or threatened or actual violence.

(a) Threatening or violent conduct. An elected or appointed official shall not engage or attempt to engage in conduct involving threats of violence, acts of violence, stalking, intimidation, coercion, or other behavior that would reasonably be perceived as threatening when directed at any person or entity in connection with city business, city governance, or city operations.

(b) Credible threats and safety risks. An elected or appointed official shall not engage or attempt to engage in conduct that gives rise to a credible threat to the safety of any person or entity involved in city governance or city operations, including conduct that results in the issuance, consideration, or enforcement of a workplace violence restraining order, civil harassment restraining order, criminal protective order, or other court-ordered safety restriction.

(c) Use of authority to intimidate or coerce. An elected or appointed official shall not use or attempt to use the authority, access, or visibility of public office to intimidate, pressure, or coerce any person or entity in a manner that creates reasonable fear, deters lawful participation in city governance or city operations, or compromises personal safety.

(d) Disruption of safe city operations. An elected or appointed official shall not engage or attempt to engage in conduct that interferes with the city's ability to maintain safe workplaces, conduct meetings securely, or protect persons or entities participating in city governance or city operations, including conduct that necessitates extraordinary security measures or materially disrupts normal city operations.

(e) Relationship to external safety orders. Where misconduct described in this section results in, or is subject to, a court-issued protective order, restraining order, or other legally binding safety directive, the city council may rely on such order pursuant to section 2-726 of this article and may take immediate governance-based measures where reasonably necessary to ensure compliance and protect public safety and the lawful functioning of city

governance or city operations.

Sec. 2-713. – Conduct undermining the lawful functioning of city governance or city operations.

An elected or appointed official shall not engage or attempt to engage in misconduct relating to city business or city governance that, when viewed in context, objectively and materially undermines the lawful functioning of city governance or city operations, and that is not otherwise expressly addressed in sections 2-706 through 2-712 of this article.

This section addresses novel, emergent, or circumvention-based misconduct that poses a material adverse risk to the lawful functioning of city governance or city operations but does not fall squarely within a specifically enumerated standard of conduct. This section shall be applied narrowly and only in a manner consistent with the purposes and limitations of this article.

(a) Residual application. This section applies only where the misconduct at issue is not expressly governed by another provision of division 2 of this article and where reliance on this section is reasonably necessary to protect the lawful functioning of city governance or city operations.

(b) Pattern-based or circumvention conduct. Misconduct undermining the lawful functioning of city governance or city operations may include repeated or patterned conduct that, taken as a whole, materially compromises the orderly and lawful functioning of city governance or city operations, or conduct intended to evade, circumvent, or nullify the application of this article or other lawful governance safeguards adopted by the city.

(c) Limitation on use. This section shall not be used as a substitute for establishing violations of specific standards of conduct where such standards are applicable, nor shall it be applied in a manner that expands the scope of this article beyond its governance-focused purposes.

DIVISION 3 – REPORTING AND REVIEW

Sec. 2-714. - Overview.

(a) This division establishes the procedures by which the city may receive, review, and respond to information regarding alleged misconduct by an elected or appointed official. The purpose of this division is to provide a structured, transparent, and lawful framework for evaluating information, developing facts where appropriate, and determining whether governance-based measures are reasonably necessary to protect the integrity, safety, and lawful functioning of city governance or city operations.

(b) The provisions of this division are administrative and protective in nature. They are intended to ensure that concerns relating to misconduct described in division 2 of this article are addressed in an orderly, proportionate, and legally compliant manner. The receipt of information, initiation of review, authorization of early governance-based interventions, commencement of investigation, or consideration of action under this division does not constitute a finding of misconduct and does not require the imposition of any governance-based measure.

(c) This division is designed to operate progressively. Information may be screened, reviewed, addressed through early governance-based interventions, investigated, or escalated depending on the nature of the information received, the reliability and source of that information, the existence of external findings or court orders, and the degree of material adverse risk presented to city governance, city operations, or the safety of persons or entities. Not every report or item of information will warrant investigation or further action.

(d) Action under this division is discretionary and shall be undertaken only where reasonably necessary to protect city governance, the lawful functioning of city operations, or the rights and safety of persons or entities involved in city matters. Nothing in this division requires the city council to initiate review, authorize investigation, or impose governance-based measures in response to any particular report, allegation, or request for action.

(e) This division is intended to function in coordination with division 2 of this article, which defines standards of misconduct, and division 4 of this article, which governs escalation and governance-based measures. Nothing in this division shall be construed to limit the city's obligation to comply with mandatory reporting, referral, or enforcement requirements imposed by state or federal law, nor to preclude reliance on external findings or court orders where authorized under this article.

(f) Nothing in this division shall be construed to require the city council to initiate independent fact-finding in any particular matter, to limit the city council's discretion under this division, to supersede proceedings conducted by courts or other tribunals, or to expand the city's authority to impose discipline, suspension, or removal beyond that provided by law.

Sec. 2-715. - Preliminary administrative review by city manager or designee.

Information concerning alleged misconduct by an elected or appointed official may be received from any source, including members of the public, city employees, other elected or appointed officials, court orders or findings, or other reliable information. Receipt of such information does not, by itself, constitute initiation of review or action under this division.

Except as provided in subsection (b), all such information shall be referred to the city manager or the city manager's designee for preliminary administrative review. The purpose of the preliminary review is limited, non-adjudicative, and administrative in nature.

(a) Scope of preliminary review. The preliminary review shall be confined to threshold considerations only and shall not include factual findings, credibility determinations, or conclusions regarding whether misconduct occurred. In conducting the preliminary review, the city manager or designee may consider, among other relevant factors:

(1) Whether the information concerns conduct by an elected or appointed official;

(2) Whether the alleged conduct, if true, could fall within one or more provisions of division 2 of this article;

(3) Whether the information is duplicative of matters previously reviewed or resolved under this article or other lawful processes, absent materially new information;

(4) Whether the information reasonably indicates a material adverse risk to the lawful functioning of city governance or city operations, or to the safety of persons or entities; and

(5) Whether the information concerns conduct that is sufficiently current or concrete to warrant consideration under this division, as opposed to conduct that is remote in time, speculative, or based solely on anticipated future actions.

The city manager or designee is not required to make affirmative findings as to each factor and may refer the matter to the city council whenever, in the city manager's administrative judgment, further consideration under this division may be warranted.

(b) Alternate preliminary reviewer. If the city manager is a complainant, a respondent, or otherwise directly involved in the matter under review, the preliminary administrative review shall be conducted by the human resources director or by a pre-designated neutral department head identified by resolution or administrative order of the city.

An alternate reviewer acting under this subsection shall have the same authority, limitations, and obligations as the city manager for purposes of this section.

(c) Administrative closure and notice. If the preliminary administrative review determines that referral to the city council is not warranted, the matter may be

closed at the administrative level.

In the event of administrative closure, the city manager, designee, or alternate reviewer shall provide written notice to the complainant stating that the information submitted has been reviewed and that it has been determined that no further action under this division is warranted at this time. The notice need not include factual findings, legal analysis, or any explanation beyond that statement, and the city manager, designee, or alternate reviewer shall not be required to provide any additional information regarding the basis for the determination.

Administrative closure does not preclude future review if materially new information is later received.

(d) Referral to city council. If the city manager, designee, or alternate reviewer determines that further consideration may be warranted, the matter shall be referred to the city council for consideration under section 2-716. Referral shall be neutral, non-adjudicative, and limited to summarizing the information received and the basis for referral. The referral shall not include recommendations regarding findings, outcomes, or governance-based measures.

(e) Limitations on individual briefings. The city manager, designee, or alternate reviewer shall not individually brief, consult with, or advise city council members regarding the merits of the matter outside a duly noticed meeting, except as expressly permitted by law.

Sec. 2-716. - Secondary administrative review by city council and threshold action.

Upon referral pursuant to section 2-715, the city council shall consider the matter in a duly noticed meeting, in open or closed session as authorized by law. Authority under this section is exercised collectively by the city council by a majority vote of the city council members present and eligible to vote, unless otherwise expressly stated in this article.

(a) Recusal of affected council members. If the matter under consideration involves a city council member as a complainant, reporting party, or respondent, that city council member shall recuse themselves from participation, including discussion, deliberation, and voting, with respect to actions taken under this section and any subsequent sections of this division relating to the same matter, except as otherwise required by law.

(b) Nature of city council consideration. City council consideration under this section is threshold and administrative in nature. The city council shall not make factual findings, credibility determinations, or conclusions regarding whether misconduct occurred at this stage.

(c) Threshold actions available to city council. After consideration of the information referred under section 2-715, the city council may, by majority vote and consistent with applicable law:

(1) Decline to initiate further review or action under this division;

(2) Request additional administrative clarification from the city manager, designee, or alternate reviewer, without authorizing investigation;

(3) Authorize early, non-adversarial governance-based interventions, including facilitated governance discussions or mediation where appropriate and permitted by law;

(4) Direct issuance of a preservation notice pursuant to section 2-717;

(5) Authorize an investigation pursuant to section 2-718;

(6) Authorize interim governance-based measures where reasonably necessary to address a material adverse risk to the lawful functioning of city governance or city operations, or to protect the safety of persons or entities; or

(7) Take any other action expressly authorized by this division and consistent with applicable law.

Notice of city council determination. If the city council determines, by majority vote, that no further review or action under this division is warranted, the city shall provide written notice to the complainant stating that the city council has considered the matter and determined that no further action under this division is warranted at this time. The notice shall not include factual findings, legal conclusions, or explanations beyond that statement, and shall expressly state that the city council has made no finding regarding the merits of the information submitted.

(d) Closed session reporting. Where city council consideration under this section occurs in closed session, any report out of closed session shall be limited to the extent required or permitted by law and may state only that the city council considered a matter pursuant to this division and took the action reflected in subsection (c), without identifying the subject of the matter or disclosing confidential information.

(e) No mandatory action. Nothing in this section requires the city council to authorize investigation, issue a preservation notice, or impose governance-based measures in response to any particular report, allegation, or request for action.

Sec. 2-717. - Preservation of documents, communications, and records.

Upon direction of the city council pursuant to section 2-716, the city shall issue a written preservation notice in connection with further review, investigation, or potential action under this division.

(a) Preservation obligation. The elected or appointed official who is the subject of the matter shall preserve all documents, communications, and records reasonably related to the matters identified in the preservation notice. Preservation is required regardless of whether the information is favorable or unfavorable to any person or entity.

The preservation obligation applies to information in the possession, custody, or control of the elected or appointed official that relates to city business or city governance, including information stored on personal devices, personal accounts, cloud-based services, third-party platforms, or artificial intelligence tools, to the extent such information relates to city matters.

Compliance with a preservation notice issued under this section is in addition to, and does not replace, any preservation, retention, or disclosure obligations imposed by adopted city policy or by applicable state or federal law, including public records, litigation hold, or records retention requirements.

(b) Scope and conduct of preservation. During the preservation period, an elected or appointed official shall not destroy, alter, delete, overwrite, conceal, or cause the destruction, alteration, or concealment of any document, communication, or record subject to preservation.

Preservation under this section does not require disclosure, production, inspection, or access to preserved materials, and does not authorize searches, seizures, compelled production, or access by the city beyond that otherwise permitted by law.

(c) Duration of preservation. The preservation obligation shall remain in effect until the elected or appointed official receives written notice that review, investigation, and any related proceedings under this division have concluded and that preservation is no longer required.

(d) Additional preservation notices. Where reasonably necessary to protect the integrity of review or investigation, preservation notices may also be issued to other persons or entities subject to the city's lawful authority, consistent with applicable law.

(e) Effect of noncompliance. Failure to comply with a preservation notice issued under this section may be considered in determining appropriate governance-based measures or escalation under division 4 of this article, consistent with

applicable law.

(f) No waiver of rights. Nothing in this section shall be construed to waive or limit any constitutional, statutory, or common-law right or privilege, including privileges relating to attorney-client communications, work product, or privacy.

Sec. 2-718. - Investigation.

Where the city council authorizes an investigation pursuant to section 2-716, or where investigation is otherwise required by applicable state or federal law and is initiated by the appropriate city official consistent with such law, the city shall initiate an investigation for the purpose of developing an appropriate factual record.

An investigation under this section is administrative and fact-finding in nature. It is intended to inform the city council's consideration of governance-based measures or escalation under this article and shall not constitute a criminal, civil, or adjudicatory proceeding.

(a) Authorization and purpose. An investigation may be initiated only upon authorization by the city council pursuant to section 2-716, or where investigation is required by applicable law. The purpose of an investigation is to gather information relevant to alleged misconduct and to assess whether governance- based measures or escalation under this article may be warranted.

(b) Independence of investigator. Any investigation conducted pursuant to this section shall be performed by an independent investigator retained or administered by the city attorney, the city manager, the city manager's designee, or outside counsel retained by the city.

The investigator shall not be a city employee, shall not be the city attorney, and shall not be subject to the direction or control of the elected or appointed official who is the subject of the investigation. The investigator shall possess appropriate training and experience in conducting public-sector investigations and shall exercise independent professional judgment.

The fact that the city attorney, outside counsel, the city manager, or the city manager's designee may retain, coordinate, or administer the engagement of the investigator, or provide legal guidance regarding scope, procedure, or compliance with applicable law, shall not, by itself, compromise the investigator's independence, provided that such involvement does not direct factual findings, credibility determinations, or investigative conclusions.

Communications with the city attorney or outside counsel for purposes of legal advice or procedural guidance shall be protected to the extent permitted by law.

(c) Scope and method of investigation. The scope of an investigation shall be

reasonably tailored to the nature of the alleged misconduct, the information available, and the degree of material adverse risk identified. The city council retains discretion to define or refine the scope, duration, and subject matter of the investigation consistent with this article and applicable law.

(d) Investigatory activities. An investigation may include review of documents, communications, and records; examination of publicly available information; and interviews of individuals who agree to participate.

(e) Participation by subject elected or appointed official. The elected or appointed official who is the subject of the investigation shall be provided an opportunity to participate and to respond in good faith, including by providing information and participating in interviews, subject to applicable constitutional, statutory, and common-law rights and privileges.

Failure to cooperate in good faith may be considered in determining appropriate governance-based measures or escalation under division 4 of this article, consistent with applicable law.

(f) Participation by city employees and others. City employees shall participate in investigations to the extent required by applicable law and adopted city policy and subject to any rights or protections afforded by law.

Participation by individuals other than the subject elected or appointed official as well as city employees is voluntary. Nothing in this section authorizes the city to compel testimony, administer oaths, issue subpoenas, or impose penalties for non- participation, except as otherwise permitted by law.

(g) Notice of investigation. The elected or appointed official who is the subject of the investigation shall be provided written notice that an investigation has been initiated, the general nature of the matters under review, and the identity or role of the investigator. The elected or appointed official may be represented by counsel at their own expense, subject to applicable rights and privileges.

(h) Investigative report; review and confidentiality. Upon completion of the investigation, the investigator shall prepare a written report summarizing factual findings within the authorized scope of the investigation. The report may include observations or considerations relevant to governance-based measures or escalation but shall not make determinations of criminal or civil liability.

Prior to disclosure or consideration by the city council, the report shall be reviewed for compliance with applicable confidentiality, privacy, and information-protection laws. Information protected from disclosure by law shall be redacted or withheld as required.

(i) Conduct during pendency of investigation. To preserve the integrity and fairness

of an investigation, the City's elected or appointed officials are encouraged to refrain from publicly characterizing the substance of the investigation, the credibility of witnesses, or the merits of the allegations while the investigation is pending, except as required or expressly permitted by law.

Nothing in this subsection shall be construed to prohibit acknowledgment of the existence of an investigation, explanation of procedural posture, compliance with legal obligations, or the exercise of rights protected by the United States or California Constitutions.

Sec. 2-719. - Independent fact-finding and advisory proceedings.

Independent fact-finding and advisory proceedings under this section are intended to provide the city council with a neutral, independent assessment of matters relating to alleged misconduct by an elected or appointed official where additional perspective, credibility evaluation, or institutional separation from city-directed investigation would materially assist the city council in determining whether governance-based measures or escalation under this article may be warranted.

Proceedings under this section are advisory and administrative in nature. They are not investigations under section 2-718, are not adjudications, and do not constitute a finding of misconduct. Nothing in this section limits or replaces any investigation authorized elsewhere in this division.

(a) Circumstances warranting independent advisory proceedings. The city council may authorize an independent fact-finding or advisory proceeding where it determines that one or more of the following circumstances exist:

(1) The matters under review involve material factual disputes, credibility issues, or competing accounts that would benefit from neutral evaluation;

(2) The alleged misconduct presents a material adverse risk to the lawful functioning of city governance or city operations such that additional institutional separation is warranted;

(3) Escalation under division 4 of this article is reasonably contemplated and the city council seeks an advisory record distinct from city-directed investigation; or

(4) Other circumstances demonstrate that an independent advisory process would materially assist the city council's deliberations.

(b) Authorization and initiation. An independent fact-finding or advisory proceeding may be initiated only by action of the city council, taken by majority vote of members present and eligible to vote in a duly noticed meeting, in open or closed session as authorized by law. The authorizing action shall identify the general

subject matter and advisory purpose of the proceeding.

(c) Independence and qualifications of fact-finder. Any advisory proceeding under this section shall be conducted by a neutral third party retained or administered by the city council, the city attorney, the city manager, the city manager's designee, or outside counsel retained by the city, as authorized by the city council.

The fact-finder shall not be a city employee, shall not be the city attorney or any attorney employed by or regularly representing the city, and shall not be subject to the direction or control of the elected or appointed official who is the subject of the proceeding. The fact-finder shall exercise independent professional judgment and conduct the proceeding in a manner consistent with applicable law and professional standards.

The fact that city officials or counsel may retain, coordinate, administer, or provide legal or procedural guidance regarding scope, process, or compliance with law shall not, by itself, compromise independence, provided that the fact-finder is not substantively directed as to factual findings, credibility assessments, or advisory conclusions.

(d) Scope and methods. The scope of an independent advisory proceeding shall be defined by the city council and reasonably tailored to the matters presented. The fact-finder may review investigative materials, receive documents or written submissions, conduct interviews, and assess credibility to the extent permitted by law and consistent with the advisory nature of the proceeding.

Nothing in this section confers subpoena power, authority to compel testimony, or enforcement authority unless expressly granted by law.

(e) Notice and participation. The elected or appointed official who is the subject of the advisory proceeding shall be provided written notice of its initiation and the general nature of the matters under review. The elected or appointed official may submit information voluntarily, may be interviewed by the fact-finder, and may be represented by counsel at the elected or appointed official's own expense, subject to applicable rights and privileges.

(f) Advisory report. Upon completion of the proceeding, the fact-finder shall prepare a written advisory report summarizing factual findings and observations within the authorized scope. The report may include non-binding observations relevant to governance-based measures or escalation but shall not make determinations of criminal or civil liability and shall not, by itself, constitute a finding of misconduct.

(g) Confidentiality and redactions. Prior to disclosure or consideration by the city council, an advisory report shall be reviewed for compliance with applicable

confidentiality, privacy, and information-protection laws. Information protected from disclosure by law shall be redacted or withheld as required.

(h) Use of advisory report. The city council may consider an advisory report prepared under this section in determining whether to impose governance-based measures, initiate escalation under division 4 of this article, rely on external findings pursuant to section 2-720, or take other action authorized by this article. The city council retains sole discretion regarding whether and how to act upon any advisory findings or observations.

Sec. 2-720. - Reliance on external findings and orders.

This section governs the city council's reliance on findings, orders, or determinations issued by courts or other authorized tribunals when evaluating alleged misconduct by an elected or appointed official and determining whether governance-based measures or escalation under this article may be warranted.

Reliance under this section is intended to avoid duplicative proceedings, prevent re-litigation of matters already resolved by competent authorities, and permit timely and lawful action to protect the lawful functioning of city governance or city operations, or the safety of persons or entities.

(a) External findings and orders covered. For purposes of this section, external findings and orders include final or operative findings, orders, judgments, or determinations issued by a court of competent jurisdiction or other authorized tribunal, including workplace violence restraining orders, civil harassment restraining orders, criminal protective orders, probation conditions, injunctions, administrative findings, or other legally binding directives relating to conduct described in division 2 of this article.

(b) Authority to rely without re-adjudication. The city council may rely upon external findings and orders described in subsection (a) without independently re-investigating or re-adjudicating the underlying facts. Reliance on an external finding or order under this section does not constitute a separate determination of misconduct by the elected or appointed official beyond the scope of the external finding or order.

(c) Timing, effect, and scope of reliance. Reliance under this section may occur at any stage of review under this division. Where an external finding or order restricts conduct, contact, participation, or access, the city council may authorize governance-based measures reasonably necessary to ensure compliance with the external finding or order and to protect the lawful functioning of city governance or city operations, or the safety of persons or entities.

(d) Relationship to investigation and advisory proceedings. Nothing in this section requires the city council to delay action pending completion of an investigation

or advisory proceeding where an external finding or order is operative and immediate action is reasonably necessary. Conversely, the city council may consider investigative or advisory materials developed under this division when determining the appropriate scope or duration of governance-based measures imposed in reliance on an external finding or order.

Sec. 2-721. - Interim governance-based measures.

Interim governance-based measures under this section are temporary, protective actions intended to preserve the integrity, safety, and lawful functioning of city governance or city operations during the pendency of review, investigation, advisory proceedings, or reliance on external findings. Interim measures are not disciplinary actions and do not constitute findings of misconduct.

(a) Purpose and timing. The city council may authorize interim governance-based measures where information received or developed pursuant to this division reasonably indicates an immediate or ongoing material adverse risk to the lawful functioning of city governance or city operations, or to the rights or safety of persons or entities. Interim measures may be imposed before completion of investigation or advisory proceedings where reasonably necessary to address identified risks.

(b) Scope of interim measures. Interim governance-based measures shall be the least restrictive means available, narrowly tailored to the circumstances presented and imposed only to the extent reasonably necessary to mitigate identified material adverse risks, while preserving the nature of public office. Interim measures may include, but are not limited to, temporary limitations on participation in specified city matters, agenda items, committees, boards, or liaison assignments; temporary restrictions on direct contact with specified persons or entities; and temporary adjustments to access to nonpublic information.

(c) Quorum and continuity of governance. Interim governance-based measures shall be implemented, to the extent reasonably practicable and consistent with applicable law, in a manner that preserves the city's ability to establish a quorum and to conduct the essential business of the city. Nothing in this subsection shall be construed to require the city council to disregard or modify a court order, restraining order, or other legally binding directive issued by a court of competent jurisdiction.

(d) Duration and review. Interim governance-based measures shall be imposed for the minimum duration reasonably necessary under the circumstances and shall be subject to periodic review by the city council no more than every sixty (60) calendar days. Interim measures may be modified or lifted as circumstances change or as additional information becomes available.

(e) Relationship to other actions. The imposition of interim governance-based measures does not preclude completion of investigation or advisory proceedings under this division, reliance on external findings pursuant to section 2-720 of this article, or escalation under division 4 of this article where warranted.

(f) Contingent suspension pending external adjudication. As a temporary and protective measure, suspension of elected or appointed official pending resolution of criminal proceedings or other external adjudication may be considered only if and to the extent authorized by law, and only where the city council determines that continued exercise of official duties presents an immediate and substantial risk to the lawful functioning of city governance or to public safety.

At present, the city lacks authority to suspend elected officials pending external adjudication. This subsection is included solely to articulate a governance framework that would apply if and when such authority is granted to municipalities by the State of California through enabling legislation or constitutional amendment. Absent such authority, no suspension pending adjudication may be imposed under this article.

(g) Effect of suspension pending adjudication if authorized. If suspension pending adjudication is authorized by law and imposed pursuant to this section, such suspension shall be temporary, shall not constitute removal from office, and shall remain in effect only for the duration and under the conditions permitted by law.

The city shall ensure continuity of city governance consistent with applicable law during any period of suspension.

(h) Limitations on scope. Nothing in this section shall be construed to authorize the adoption of permanent or generally applicable governance rules, policies, or restrictions applicable to all elected or appointed officials, which shall be adopted, if at all, through separate legislative or policy action of the city council.

Sec. 2-722. - Indemnification and reimbursement of costs.

The provision of legal defense, indemnification, or reimbursement of costs to an elected or appointed official in connection with any matter arising under this article shall be governed exclusively by applicable state law. Nothing in this article shall be construed to expand, create, or guarantee a right to defense, indemnification, or reimbursement of costs at public expense beyond that provided by law.

(a) No automatic right to defense or indemnification. Nothing in this article authorizes or requires the city to provide legal representation, advance defense costs, indemnify, or reimburse an elected or appointed official for attorneys' fees, costs, or expenses incurred in connection with alleged misconduct. Any such

determination shall be made solely pursuant to applicable statutory standards and procedures.

(b) Scope of lawful indemnification. To the extent permitted by law, the city may provide defense or indemnification only for acts or omissions occurring within the course and scope of lawful official duties and undertaken in good faith in furtherance of city governance. The city shall not indemnify or reimburse costs arising from acts or omissions determined to be outside the scope of official duties, undertaken for personal benefit, or otherwise excluded from indemnification under applicable law.

(c) Independent determination required. Any decision to provide, deny, condition, or withdraw defense or indemnification shall require an independent determination made in accordance with applicable law. Nothing in this article shall be construed to predetermine, influence, or constrain that determination, or to require the city to provide representation or reimbursement pending resolution of factual or legal issues.

(d) No authorization of private counsel for personal misconduct. Nothing in this article shall be construed to authorize the city to fund or reimburse private legal counsel retained by an elected or appointed official for matters involving alleged personal misconduct, violations of law, or acts outside the scope of official duties, except to the extent expressly permitted by statute and approved pursuant to applicable legal standards.

(e) Reliance on external findings. In determining whether defense, indemnification, or reimbursement is permitted or required, the city may consider final judicial, administrative, or arbitral findings, including findings described in section 2-720 of this article, establishing whether the conduct at issue occurred within the scope of official duties or involved conduct for which indemnification is not authorized.

(f) Recovery of costs where indemnification is not authorized. Where permitted by law, and following a final determination that an elected or appointed official acted outside the scope of lawful duties or engaged in conduct for which defense, indemnification, or reimbursement is not authorized, the city shall seek recovery of any defense costs or indemnification amounts previously advanced. Recovery may include reimbursement, offset against amounts otherwise payable by the city, or other lawful means of recoupment authorized by statute. Nothing in this subsection shall be construed to authorize recovery in excess of that permitted by law or to impose personal liability beyond that allowed by applicable legal standards.

Sec. 2-723. - Safeguards against misuse of process.

The reporting, review, investigation, and governance-based measures established by

this division are intended to protect the integrity, safety, and lawful functioning of city governance or city operations. These processes shall not be invoked or used for improper purposes or in a manner that undermines city governance, city operations, or the rights of persons or entities.

This section preserves the availability of good-faith reporting and compliance with investigations required by law, while preventing abuse, intimidation, coercion, or political manipulation of the processes established by this article.

(a) Prohibited misuse of process. The city council may take appropriate action to limit, dismiss, or decline to pursue reports, requests for action, or other invocations of process under this division where it is determined, based on the information available, that such invocation:

(1) Was knowingly false or made with reckless disregard for the truth;

(2) Repeats allegations that have previously been reviewed or resolved under this article or through other lawful processes, absent materially new information;

(3) Is itself inconsistent with division 2 of this article; or

(4) Otherwise constitutes an abuse of the processes established by this article that poses a material adverse risk to the lawful functioning of city governance or city operations.

Considerations in determining misuse. In determining whether misuse of process has occurred, the city council may consider the timing, frequency, substance, and context of the invocation, including whether it coincides with city actions, votes, elections, or other governance activities, and whether the invocation reflects a pattern of conduct inconsistent with good-faith reporting.

(b) No limitation on mandatory investigations. Nothing in this section shall be construed to limit or excuse the city's obligation to initiate or complete investigations required by state or federal law.

(c) Protection of good-faith reporting. Nothing in this section shall be construed to discourage or penalize good-faith reporting, to require that a report be substantiated in order to be made, or to impose adverse consequences solely because a report is not sustained following review or investigation.

(d) Responses to misuse. Where misuse of process is determined, the city council may authorize governance-based measures consistent with this article, including limiting further review of duplicative or improper allegations, declining to pursue improper requests for action, or taking other measures reasonably necessary to protect city governance, city operations, and the integrity of the

process.

DIVISION 4 – GOVERNANCE-BASED MEASURES AND ESCALATION

Sec. 2-724. - Overview.

This division establishes the framework by which the city council may authorize governance-based measures and escalation based on information developed pursuant to division 3 of this article. Governance-based measures under this division are intended to protect the integrity, safety, and lawful functioning of city governance or city operations and are not employment actions, criminal sanctions, or determinations of civil liability. Except as otherwise expressly provided in this article, any action taken under this division shall be approved by a vote of the city council members present and eligible to vote, excluding any city council member who is required to recuse themselves under this article or applicable law.

(a) Progressive escalation framework. Governance-based measures are progressive by default. Where appropriate, the city council shall consider corrective or remedial measures before authorizing more restrictive responses and shall escalate based on the nature, severity, frequency, and context of the misconduct; the record developed under division 3 of this article; the existence of external findings or court orders; the degree of material adverse risk presented to the lawful functioning of city governance or city operations, or to the safety of persons or entities; and the effectiveness or ineffectiveness of prior governance-based measures.

(b) Pattern-based escalation. The city council may determine that escalation is warranted where misconduct reflects a pattern rather than an isolated incident. A pattern may be established by repeated violations of the standards of conduct set forth in division 2 of this article, repeated matters supported by investigation or advisory findings under division 3 of this article, or repeated failure to comply with corrective or remedial governance-based measures authorized under section 2-725 of this article.

(c) Escalation based on noncompliance or ineffectiveness. Escalation may be warranted where an elected or appointed official fails to comply fully or in good faith with corrective or remedial governance-based measures, interim governance-based measures, or participation obligations imposed pursuant to division 3 of this article, or where such measures have proven ineffective to mitigate identified material adverse risks to city governance or city operations.

(d) Escalation based on severity or risk. Nothing in this division requires the city council to proceed sequentially through each category of response. The city council may authorize more restrictive governance-based measures, even in the absence of a pattern, where the misconduct presents a material adverse risk to the lawful functioning of city governance or city operations, or to public safety; where external findings or court orders are operative; or where delay would

materially compromise governance or safety.

(e) Reliance on division 3 record. Governance-based measures and escalation under this division shall be based on the record developed pursuant to division 3 of this article, including investigative reports, advisory findings, reliance on external findings or orders, documented violations of interim governance-based measures, and documented compliance or noncompliance with corrective or remedial governance-based measures. The city council shall not be required to independently re-investigate or re-adjudicate facts already developed through those processes.

(f) Removal-seeking action as last resort. Any removal-seeking action contemplated by this division is intended as a last resort and shall be pursued only where authorized by law and where lesser governance-based measures are insufficient to protect the lawful functioning of city governance or city operations, or public safety. Removal-seeking action is further governed by sections 2-729 and 2-730 of this article and shall not be operative absent enabling legislative or constitutional authority.

Sec. 2-725. - Corrective and remedial measures.

Corrective and remedial measures under this section are governance-based measures intended to address misconduct that is reasonably remediable, to clarify expectations, and to reduce material adverse risk to the lawful functioning of city governance or city operations.

Corrective and remedial measures shall be informed by the record developed pursuant to division 3 of this article, including investigations authorized under section 2-718, advisory findings under section 2-719, reliance on external findings or orders under section 2-720, and other information properly before the city council.

(a) Purpose and use. The purpose of corrective and remedial measures is to address misconduct through education, guidance, facilitated intervention, or other structured governance-based measures. Such measures are appropriate where the city council determines that the misconduct does not present an immediate or substantial material adverse risk to the lawful functioning of city governance or city operations, or to public safety, and that remediation is reasonably likely to be effective.

(b) Types of corrective and remedial measures. Corrective and remedial measures may include, as appropriate to the circumstances, mandatory or recommended training related to city governance, ethics, conflicts of interest, Brown Act compliance, workplace conduct, or other relevant subjects; written governance directives clarifying permissible conduct, communication protocols or professional boundaries; facilitated governance interventions or coaching; and requirements to acknowledge receipt and understanding of applicable policies, directives, or expectations.

(c) Authorization and implementation. Corrective and remedial measures shall be authorized by majority vote of the city council members present and eligible to vote, taken in open session except where closed session consideration is expressly authorized by law. The city council may specify the scope, duration, and completion requirements for such measures, including reasonable deadlines for completion.

(d) Effect of compliance or noncompliance. Successful completion of authorized corrective or remedial measures may be considered by the city council in determining whether further escalation under section 2-724 of this article is warranted. Failure to comply fully or in good faith with authorized measures, refusal to participate, or subsequent misconduct demonstrating that remediation has been ineffective may be considered in determining whether escalation pursuant to section 2-724 is appropriate.

Sec. 2-726. - Governance-based limitations and restrictions.

Governance-based limitations and restrictions under this section are durable governance- based measures intended to regulate the exercise of office, not the holding of office, where such limitations or restrictions are reasonably necessary to protect the lawful functioning of city governance or city operations, or to mitigate material adverse risk to public safety. Limitations and restrictions imposed pursuant to this section do not remove a city council member from office, suspend the office, or constitute a determination of criminal or civil liability.

(a) Circumstances warranting limitations. The city council may authorize governance-based limitations and restrictions where it determines that continued unrestricted exercise of office presents a material adverse risk to the lawful functioning of city governance or city operations, or to public safety, and that limitations or restrictions under this section are reasonably necessary to mitigate the identified risk, whether alone or in combination with other governance-based measures.

(b) Types of limitations and restrictions. Governance-based limitations and restrictions may include, as reasonably necessary under the circumstances, limitations on participation in specified city matters or agenda items; removal from or limitation of committee, board, or liaison assignments; requirements that specified interactions with identified persons or entities occur only through designated city staff or in structured settings; restrictions on access to nonpublic information where necessary to protect city operations or to comply with external findings or orders; and other durable constraints reasonably designed to mitigate identified material adverse risks while preserving the nature of public office.

(c) Authorization and scope. Governance-based limitations and restrictions shall be authorized by majority vote of the city council members present and eligible to vote, taken in open session except where closed session consideration is expressly

authorized by law. The authorizing action shall specify the nature, scope, and duration of the limitations imposed and shall be reasonably tailored to the risks identified in the record developed pursuant to division 3 of this article.

(d) Quorum and continuity of governance. Governance-based limitations and restrictions shall be implemented, to the extent reasonably practicable and consistent with applicable law, in a manner that preserves the city's ability to establish a quorum and to conduct the essential business of the city. Nothing in this subsection shall be construed to require the city council to disregard or modify a court order, restraining order, or other legally binding directive issued by a court of competent jurisdiction.

(e) Duration and review. Governance-based limitations and restrictions shall remain in effect only for the duration reasonably necessary to address the identified material adverse risks and shall be subject to periodic review by the city council. The city council may modify or lift such limitations where circumstances materially change, where compliance is demonstrated, or where the identified risks have been adequately mitigated.

Sec. 2-727. - Referral to external authorities and proceedings.

Referral to external authorities under this section is a governance-based escalation mechanism by which the city council may transmit matters involving alleged misconduct by an elected or appointed official to entities with independent investigatory, enforcement, or adjudicatory authority where the conduct exceeds, or may exceed, the city council's institutional authority to address internally.

Referral under this section is intended to ensure compliance with applicable law, protect public safety, and address matters that may require criminal, civil, administrative, regulatory, or professional review by external bodies.

(a) Circumstances warranting referral. The city council may authorize referral where it determines that the conduct at issue may implicate criminal law, civil law, ethics or campaign-finance requirements, conflicts of interest laws, professional standards, court orders, or other legal obligations beyond the city council's authority to enforce. Referral may also be warranted where the misconduct presents a material adverse risk to the lawful functioning of city governance or city operations, or to public safety.

(b) Mandatory referral where required by law. Nothing in this article shall be construed to limit, delay, or excuse referral to external authorities where such referral is required by state or federal law. Where information available to the city reasonably indicates conduct that must be reported or referred to law enforcement, prosecutorial authorities, regulatory agencies, or other entities pursuant to applicable legal requirements, the city council or appropriate city official shall ensure that such referral is made in accordance with law.

(c) Authorization and procedure. Referral shall be authorized by majority vote of the city council members present and eligible to vote, taken in open session except where disclosure of the referral itself is restricted by law. The city council may direct that relevant materials developed pursuant to this article be transmitted to the external authority, subject to applicable confidentiality, privilege, and information-protection requirements.

(d) Effect of referral. Referral to external authorities does not preclude the city council from continuing to impose or maintain governance-based measures under this article, including interim measures under section 2-721 or governance-based limitations under section 2-726, where reasonably necessary to protect the lawful functioning of city governance or city operations, or public safety. Conversely, the city council may determine that further action under this article should be deferred, modified, or escalated based on the status or outcome of external proceedings.

(e) No adjudication by city council. Authorization of referral under this section shall not be construed as a determination by the city council that misconduct occurred, nor as a finding of criminal or civil liability. The city council's role under this section is limited to governance oversight and compliance with applicable legal obligations.

Sec. 2-728. - Censure.

Censure is a formal governance-based measure by the city council intended to publicly condemn conduct that undermines the integrity, safety, or lawful functioning of city governance or city operations. Censure does not remove an elected or appointed official from office, suspend the office, or constitute a determination of criminal or civil liability. It is an institutional expression of disapproval adopted to protect city governance, provide transparency, and establish a clear record of the city council's response.

The procedures set forth in this section establish the minimum procedure required before adoption of a resolution of censure. Nothing in this section shall be construed to require the city council to conduct an adjudicatory or trial-like proceeding, or to limit the city council's discretion to structure its deliberations in a manner consistent with applicable law.

(a) Initiation of censure. The city council may initiate censure proceedings where it determines that the conduct at issue implicates one or more provisions of division 2 of this article and that corrective or remedial governance-based measures under section 2-725 of this article are insufficient, ineffective, or inappropriate under the circumstances. Initiation of censure shall occur by action taken in open session and shall require a majority vote of the city council members present and eligible to vote.

(b) Written notice. No fewer than ten (10) calendar days prior to the city council meeting at which a resolution of censure is to be considered, the elected or

appointed official who is the subject of the proposed censure shall be provided with written notice. The notice shall describe the conduct at issue with reasonable specificity, identify the provisions of this article implicated, and state the date, time, and place of the city council meeting at which the proposed censure will be considered.

(c) Access to materials. At the time notice is provided, the elected or appointed official subject to the proposed censure shall be provided access to the materials upon which the proposed censure is based, including investigative reports, advisory findings, or external findings relied upon by the city council, subject to redaction or withholding as required by law.

(d) Opportunity to respond. Before the city council votes on a resolution of censure, the elected or appointed official who is the subject of the proposed censure shall be afforded an opportunity to respond in open session. This opportunity shall include the ability to make an oral statement to the city council and to submit written materials for inclusion in the public record no later than five (5) calendar days prior to the meeting.

If the proposed censure arises from a complaint submitted by another elected or appointed official, that elected or appointed official may also be afforded a limited opportunity to address the city council in open session, subject to the same time, place, and manner limitations.

The elected or appointed official who is the subject of the proposed censure may be represented by counsel at the elected or appointed official's own expense. Reasonable time, place, and manner limits may be imposed to ensure orderly proceedings.

(e) Public comment. Public comment on a proposed resolution of censure shall be permitted in accordance with the Brown Act and the city council's rules of procedure. Public comment shall be limited to the subject matter of the proposed censure. Elected or appointed official shall not use public comment to present evidence, call witnesses, elicit testimony, or conduct examination or cross-examination, and public comment shall not be treated as an evidentiary record.

(f) No evidentiary or adjudicatory hearing. Censure proceedings are legislative and governance-based in nature and shall not constitute an evidentiary or adjudicatory hearing. No party has the right to call witnesses, compel testimony, or conduct cross-examination. Nothing in this section prohibits the city council, in its discretion and by action taken in open session, from receiving additional information or statements where doing so would assist deliberation, provided such action does not convert the proceeding into a trial-like hearing.

(g) Consideration and vote. Following notice, opportunity to respond, and public comment, the city council may deliberate and vote in open session on whether to

adopt a resolution of censure at the noticed meeting or a continued meeting. Adoption of a resolution of censure shall require a majority vote of the city council members present and eligible to vote, unless a higher threshold is required by law.

(h) Contents and effect of censure. A resolution of censure may describe the conduct at issue and its impact on city governance or city operations, identify the standards of conduct implicated, and include a formal statement of condemnation or disapproval. A resolution of censure may also articulate expectations for future conduct and reference the potential for escalation under this division if misconduct continues or recurs.

Sec. 2-729. - Impeachment.

Impeachment under this article is a removal-seeking governance action of last resort. It is intended to address extraordinary circumstances in which an elected or appointed official's continued service presents an intolerable material adverse risk to the lawful functioning of city governance or city operations, or to public safety, and where lesser governance- based measures have been ineffective, have been disregarded, or are clearly inadequate under the circumstances.

Impeachment is not intended to punish political disagreement, unpopular viewpoints, or lawful legislative conduct. It is reserved for serious misconduct demonstrating that continued service is incompatible with the lawful and safe functioning of municipal governance.

(a) Threshold for initiation. Impeachment proceedings may be initiated where the city council determines, based on the record developed pursuant to division 3 of this article, that one or more of the following conditions exist, whether arising from a single incident or from repeated conduct over time:

(1) Repeated or willful non-compliance with corrective or remedial governance-based measures, governance-based limitations or restrictions, or other measures authorized under this article, demonstrating that lesser responses are ineffective to mitigate identified risks;

(2) Egregious misconduct that, by its nature or severity, renders corrective measures, censure, or governance-based limitations clearly inadequate or inappropriate;

(3) A final judicial, administrative, or arbitral finding establishing conduct that would justify removal, forfeiture, or disqualification from public office under applicable law; or

(4) Willful violation of court orders, restraining orders, or other legally binding directives relating to city governance or the exercise of city council authority.

(b) Initiation of impeachment proceedings. Impeachment proceedings shall be

initiated by a majority vote of the city council members present and eligible to vote, taken in open session to the extent permitted by law. The initiating action shall identify the general grounds for impeachment and the provisions of this article implicated.

(c) Written notice. Upon initiation of impeachment proceedings, the elected or appointed official who is the subject of the proceedings shall be provided with written notice describing the conduct at issue with reasonable specificity, identifying the applicable standards under this article, and outlining the procedural steps to follow. The notice shall provide no fewer than thirty (30) calendar days before commencement of any impeachment-related proceeding before an independent hearing officer.

(d) Independent hearing officer. Impeachment proceedings shall be conducted before an independent hearing officer retained by the city as authorized by the city council. The hearing officer shall not be a city employee and shall not be subject to the direction or control of the elected or appointed official who is the subject of the proceedings.

To promote neutrality and institutional separation, the city council may authorize retention of the hearing officer through a neutral dispute-resolution provider, such as JAMS, the American Arbitration Association (AAA), Judicate West, or a comparable organization, or may retain a retired judicial officer or similarly qualified neutral with experience in public-sector governance matters.

The hearing officer shall exercise independent judgment and conduct the proceeding consistent with applicable law and the minimum procedural safeguards required for removal-seeking actions. The city council shall not serve as the finder of fact in impeachment proceedings.

The fact that the city council, the city attorney, outside counsel, the city manager, or a designee may retain, coordinate, or provide legal or procedural guidance regarding scope or compliance with law shall not, by itself, compromise the independence of the hearing officer, provided that such guidance does not direct factual findings or recommendations.

(e) Procedure before hearing officer. The elected or appointed official subject to impeachment shall be afforded, at a minimum, a reasonable opportunity to be represented by counsel at their own expense, to submit evidence, and to respond to the allegations before the hearing officer, subject to applicable constitutional, statutory, and common-law rights and privileges.

These procedures establish the minimum procedure applicable to impeachment proceedings under this article and shall not be construed to create a trial-like forum, to adopt evidentiary rules beyond those required by law, or to expand the city's authority beyond that authorized by statute or constitution. Any provision of defense costs or reimbursement shall be governed exclusively by applicable state

law.

(f) Written findings and recommendation. Upon conclusion of the proceedings, the independent hearing officer shall issue written findings and a recommendation addressing whether removal or other removal-related action is warranted. The findings shall be based on the record developed and transmitted to the city council for final consideration.

(g) Final action by city council. Following receipt of the hearing officer's findings and recommendation, and after public comment to the extent required or permitted by law, the city council may take final action in open session by a supermajority vote of the city council members present and eligible to vote, to the extent authorized by law. Final action may include acceptance or rejection of the recommendation in whole or in part and, where authorized, removal from office.

(h) Requirement of enabling authority. This section shall not be operative unless and until authority to impeach elected or appointed officials is granted to municipalities by the State of California through enabling legislation or a constitutional amendment. Nothing in this article shall be construed to assert or imply that the city presently possesses impeachment authority absent such authorization.

Sec. 2-730. - Disqualification from future office following impeachment.

Disqualification under this section is a removal-related governance action, distinct from impeachment. It is intended to address extraordinary circumstances in which an elected or appointed official, having been removed from office following impeachment proceedings, is determined to be unfit to hold future public office due to misconduct demonstrating a fundamental incompatibility with the lawful functioning of city governance or city operations, or with public safety.

Disqualification is not automatic upon impeachment or removal. It is a separate and additional action that may be considered only after completion of impeachment proceedings pursuant to section 2-729 of this article and only where expressly authorized by law.

(a) Relationship to impeachment. Disqualification may be considered only following completion of impeachment proceedings under section 2-729 and only where the city council has taken final action resulting in removal from public office.

(b) Separate vote required. Any determination to disqualify an elected or appointed official from holding future public office shall require a separate vote of the city council, distinct from and subsequent to any vote on impeachment or removal. Disqualification shall not be implied, inferred, or imposed by operation of law absent such separate action.

(c) Voting threshold. Disqualification under this section may be authorized only by a

supermajority vote of the city council members present and eligible to vote, to the extent authorized by law.

(d) Findings required. Prior to any vote on disqualification, the city council shall adopt written findings, based on the record developed pursuant to division 3 of this article and the findings issued in the impeachment proceeding, that the misconduct at issue demonstrates that the individual's future service in public office would pose a material adverse risk to the lawful functioning of city governance or city operations, or to public safety.

(e) Scope of disqualification. Any disqualification authorized under this section shall be limited to future service in public office within the City of West Covina, unless broader disqualification is expressly authorized by applicable law. Nothing in this section shall be construed to affect eligibility for state or federal office.

(f) Preservation of electoral authority. Nothing in this section shall be construed to override voter eligibility requirements, recall procedures, or constitutional protections except to the extent expressly authorized by law. Disqualification is intended as an extraordinary governance safeguard and shall be construed narrowly.

(g) Requirement of enabling authority. This section shall not be operative unless and until authority to disqualify elected and appointed officials from future elective office is granted to municipalities by the State of California through enabling legislation or a constitutional amendment. Nothing in this article shall be construed to assert or imply that the City presently possesses disqualification authority absent such authorization.

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

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, and phrase thereof irrespective of the fact that any one or more portions be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall take effect thirty (30) calendar days after its adoption. Provisions of Article XII of Chapter 2 of the West Covina Municipal Code that are expressly conditioned on the existence of enabling legislation or constitutional authority, including but not limited to provisions relating to suspension

pending adjudication, impeachment, or disqualification from future public office, shall not be operative unless and until such authority is granted, as expressly provided within Article XII. All other provisions of Article XII shall be operative upon the effective date of this Ordinance and shall apply prospectively in accordance with the terms of Article XII.

SECTION 6. Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published or posted in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 3rd day of March, 2026.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, CMC, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Ordinance No. 2537 was introduced at a regular meeting of the City Council held on the 20th day of January, 2026, and adopted at a regular meeting of the City Council held on the 3rd day of March, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF PURCHASE OF A FIRE UTILITY TERRAIN VEHICLE (UTV) AND ASSOCIATED BUDGET AMENDMENT**

RECOMMENDATION:

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

1. Find that compliance with the City's bidding requirements and procedures is not in the best interest of the City for the procurement of a Utility Terrain Vehicle (UTV) configured for emergency response, patient transport and mutual aid deployment requirements in accordance with Section 2-335(10) of the West Covina Munincipal Code.
2. Authorize the purchase of one (1) 2026 Prowler Crew Cab 4x4 Utility Terrain Vehicle (UTV) configured for emergency response, patient transport, and mutual aid deployment requirements with emergency lights and siren upfitting from Ultimate Performance Corporation dba ATV Corp. in the amount of $60,894.71 (including sales tax, delivery, and options) and authorize the Acting City Manager to execute the purchase order for such purchase.
3. Authorize the purchase and installation of Fire Department logo and numbering decals from Graphix Systems in the amount of $587.52 and authorize the Acting City Manager to execute the purchase order for such purchase.
4. Approve a 5% contingency, totaling $3,074.11, for miscellaneous equipment associated with the UTV purchase.
5. Adopt the following resolution:

   RESOLUTION NO. 2026-18 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (FIRE UTILITY TERRAIN VEHICLE)

BACKGROUND:

The Fire Department has a responsibility to provide all emergency response services throughout the City, including urban areas that are inaccessible to traditional fire engines and ambulances and are reachable only by foot or specialized off-road vehicles. Locations such as Galster Park present steep terrain, narrow access points, and unimproved roadways where patient access, medical care, and transport are significantly delayed without a purpose-built Utility Terrain Vehicle (UTV). The City also includes other areas with multiple unpaved and restricted-access areas where emergency response is limited to UTVs. Without a specialized Fire Department UTV, access to these locations may require personnel to hike in or rely on air resources, resulting in delayed care and increased operational risk. This capability is essential

to ensure timely medical care, effective patient transport, and responder safety in areas that are inaccessible to traditional fire engines and ambulances.

The Fire Department also supports several City-sponsored events and large public gatherings. These events frequently involve dense crowds, restricted access routes, and confined spaces where standard emergency apparatus cannot safely or effectively operate. A properly equipped Fire Department UTV allows personnel to rapidly navigate through crowds, deliver medical care, transport injured individuals, and remove patients from event areas without delay, significantly improving response times and patient outcomes.

In addition to local operational needs, the Fire Department participates in statewide mutual aid response under an existing mutual aid reimbursement agreement and is routinely requested to provide Rapid Emergency Medical Support (REMS) resources during large-scale and extended-duration incidents throughout California. Mutual aid REMS deployments require specialized off-road vehicles capable of operating on fire roads and steep terrain while transporting personnel, advanced medical equipment, and injured patients.

Due to recent Firescope and Cal OES updates, Type I REMS teams are now required to deploy with a dedicated four-wheel-drive UTV equipped with approved patient transport capabilities. Because the Fire Department does not currently own a compliant UTV, it no longer qualifies as a Type I REMS resource and will be unable to fill mutual aid requests for REMS support. In the past, the Department was able to temporarily meet deployment needs by borrowing a UTV from the City Yard; however, current patient transport and equipment configuration requirements no longer allow the use of borrowed, non-configured, or non-dedicated vehicles. As a result, the Fire Department’s ability to respond to statewide REMS mutual aid requests, maintain regional readiness, and support Cal OES mission requirements has been eliminated until a compliant vehicle is acquired.

Currently, the Fire Department does not own a vehicle that fulfills these combined City and mutual aid operational needs. As discussed above, this gap directly impacts the Department’s ability to effectively respond to emergencies in restricted-access urban areas such as Galster Park, support City-sponsored events where large crowds and limited access prevent traditional apparatus from operating and meet evolving statewide mutual aid and patient transport requirements.

DISCUSSION:

The Fire Department is requesting approval to purchase one 2026 Prowler Crew Cab 4x4 Utility Terrain Vehicle (UTV) configured to meet emergency response, patient transport, and mutual aid deployment requirements. The proposed UTV will be equipped with emergency warning lights, sirens, radios, a litter basket attachment, and related mission-specific equipment necessary to safely transport personnel, specialized medical equipment, and injured patients during emergency incidents in restricted-access and off-road environments.

Section 2-335(10) of Division 2 of Article VII of Chapter 2 of the West Covina Municpial Code provides the following exemption from the City's competitive bidding requirements: "When the City Council determines, by minute action or resolution, that the compliance with the bidding requirements and procedures is inefficient, impractical, or not in the best interest of the city, based on specifically identified conditions set forth on the record."

Staff is requesting that the City Council determine that the compliance with the City's bidding requirements is not in the best interest of the City in connection with this purchase. Ultimate Performance Corporation dba ATV Corp (ATV Corp) specializes in building and upfitting Utility Terrain Vehicles exclusively for military and government agencies and provides compliant emergency configurations, specialized accessories, and government pricing that are not available through commercial or retail vendors. Based on staff's evaluation, no other vendor can provide a fully configured UTV that meets current emergency response and patient transport requirements at comparable pricing. As such, staff

recommends determining that compliance with the City's bidding requirements is not in the best interest of the City.

Participation in mutual aid deployments allows Fire Department personnel to maintain critical skills and gain operational experience that cannot be replicated through routine City responses, as these complex incidents occur infrequently within the City. Maintaining this level of readiness ensures that when similar emergencies arise locally, personnel can respond more efficiently and effectively, resulting in improved mitigation, faster patient care, and enhanced preservation of life and property. The acquisition of this UTV directly supports these objectives while strengthening the Department’s ability to meet both City and statewide emergency response expectations.

Responses to Master Mutual Aid incidents are reimbursed at 100 percent of eligible costs, resulting in no direct expense to the City. In addition to full cost recovery, the reimbursement structure includes a 15 percent (15%) administrative fee applied to eligible expenditures. These funds are used to offset personnel costs associated with deployments and to support ongoing training, equipment replacement, and vehicle readiness needs.

Over the past two fiscal years, the financial return associated with REMS deployments has been significant. In Fiscal Year 2024–2025, the Fire Department received more than $76,000 in reimbursements attributable to the REMS apparatus alone. In the current Fiscal Year 2025–2026, reimbursements have already exceeded $71,218 to date. This reimbursement history demonstrates the sustained demand for REMS resources and the revenue-generating potential of maintaining a compliant, deployable capability.

Staff recommends funding the purchase using General Fund resources. While an initial General Fund appropriation is required to complete the purchase, historical reimbursement data shows that revenues generated through REMS deployments are expected to exceed the cost of the vehicle over time, resulting in a net positive fiscal impact to the City.

Reimbursement for FY 2024/2025 totaled $76,820.20, and reimbursement to date in FY 2025/2026 is $71,218.41. In each of the past two fiscal years, reimbursement for REMS deployments has exceeded the cost of the vehicle purchase.

Additionally, if the purchase is denied, the Department will no longer be able to provide this mutual aid resource. Updated REMS requirements now mandate the use of a UTV with patient transport capabilities, which the Department would be unable to meet without this acquisition, negatively impacting both service delivery and the Department’s ability to generate revenue from this type of mutual aid resource.

Therefore, staff recommends that the City Council authorize the purchase of the Prowler Crew Cab 4x4 Utility Terrain Vehicle.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Mike Browne, Acting Fire Chief

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

The total cost for one 2026 Prowler Crew Cab 4x4 Utility Terrain Vehicle (UTV) with emergency lights and siren upfitting with graphics, and 5% contingency for misc. equipment) is $64,556.34. Staff is requesting that the City Council appropriate $64,556.34 from the following:

Available Fund Balance	Project Account No.	Amount
Vehicle Replacement	367.503.61.52.67.00.71.71700.	$64,557
Total Amount		$64,557

There is no impact to the General Fund associated with this purchase. While the acquisition requires an upfront capital expenditure, based on historical REMS deployment activity, revenues are projected to exceed the cost of the vehicle over time, resulting in a net positive fiscal impact to the City of West Covina.

Attachments

Attachment No. 1 - ATV Corp Quote

Attachment No. 2 - Graphix Systems Quote

Attachment No. 3 - Resolution No. 2026-18

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
A Well-Planned Community
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness
An Accessible Community

ATTACHMENT NO. 1

Prowler

ATV corp

570-A Central Ave
Lake Elsinore, CA 92530-2741
Tel: (951)674-7777 Fax: (951)674-3200
http://www.atvcorp.com

QUOTATION NUMBER
ATV260116

Bill To:	Deliver To:
City of West Covina	**West Covina Fire Department** **1444 W. Garvey Ave. South Suite 218** **West Covina, CA 91790** **Ph:(626)939-8844**

Contact:	Sean Wise	Date:	16-Jan-26

We are pleased to submit the following offer:

Item	Model	Description	QTY	Unit Price	Ext Price
1	PWLRC4XM-ERV	Prowler C4XM ERV - Red	1	$55,476.96	$55,476.96
		Included Accessories:			
		Code 3 Emergency Lighting Kit			
		Sport Roof w/Roof Rack			
		Tires - 10 ply 30x10R14			
		AUX Battery Kit			
		Rearview Mirror w/Back-Up Camera			
		Side Mirrors L & R			
		Litter/Stokes Mounts			
		Lighted Grab Handles - Pair			
		Extra Heavy Duty Clutch System w/HD Belt			
		200 Watt Siren/PA System			
		Rear Facing Medic Seat w/ROPS			
		Complete HD Skid Plate System w/Rock Sliders			
		Door Kit			
		6000 lbs. Winch w/Remote			
		4-Point Saftey Harnesses			
		Spare Tire w/Mount			
		Fire Extinguisher w/Mount			
		HD CVT Drive Belt			
		Battery Tender			
		Page 1 of 2			





All prices are in U.S. Dollars, F.O.B. Destination
DELIVERY: 180 days
ARO TERMS: Due on Reciept
This quotation is valid for 30 days.
Please reference this quotation number on all Purchase Orders.

Invioces payable to: Ultimate Performance Corporation

Prowler

ATV corp

570-A Central Ave
Lake Elsinore, CA 92530-2741
Tel: (951)674-7777 Fax: (951)674-3200
http://www.atvcorp.com

QUOTATION NUMBER
ATV260116

Bill To:	Deliver To:
City of West Covina	West Covina Fire Department 1444 W. Garvey Ave. South Suite 218 West Covina, CA 91790 Ph:(626)939-8844

Contact:	Sean Wise	Date:	16-Jan-26

We are pleased to submit the following offer:

Item	Model	Description	QTY	Unit Price	Ext Price
		Page 2 of 2			
		Complete Rugged Radios Intercom -			
		System w/Bluetooth & Helmets for 5 Operators			
		Spare Drive Belt Holder			
		Drive Belt Quick Change Tool			
		Quick Release Clutch Cover Pin Kit			
		CA Tire Fee	5	$1.75	$8.75
		CA Sales Tax 9.75%	1	$5,409.00	$5,409.00
		Deposit of 30% required with all purchase orders	**Total**		**$60,894.71**





All prices are in U.S. Dollars, F.O.B. Destination
DELIVERY: 180 days
ARO TERMS: Due on Reciept
This quotation is valid for 30 days.
Please reference this quotation number on all Purchase Orders.

Invoices payable to: Ultimate Performance Corporation

ATTACHMENT NO. 2

Estimate

6817	
1/19/2026	

GRAFIX SYSTEMS
FIRE - POLICE - FLEET
www.grafixsystems.com

Decals • Wraps • Fleet Graphics • Banners • Striping
Interior Signs • Exterior Signs

11670 Seaboard Cir. Stanton, CA. 90680
714.903.9080 • 714.903-9085 (FAX)

Name / Address	Ship To
West Covina Fire Department 1444 West Garvey Ave. Suite 205 West Covina, CA 91790	

P.O. No.	Terms	Rep	Project
	Due on receipt	MM	

Item	Description	Qty	Cost	Total
Graphics	3.5" " WEST COVINA FIRE" White reflective with Black non reflective outline/shadow- SIDES UTV	2	68.22	136.44T
Graphics	3.5" XXXX" White reflective with Black non reflective outline/shadow- SIDES UTV	2	28.60	57.20T
Labor	Labor install on location in West Covina	3	125.00	375.00

This quote is valid for 30 days.

Subtotal	$568.64
Sales Tax (9.75%)	$18.88
Total	$587.52

Approval Signature _____

ATTACHMENT NO. 3

RESOLUTION NO. 2026-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (FIRE UTILITY TERRAIN VEHICLE)

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

WHEREAS, on June 3, 2025, the Acting City Manager presented to the City Council a proposed budget for Fiscal Year 2025-26 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 17, 2025, the City Council adopted a budget for Fiscal Year 2025-26; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

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

SECTION 1. The City Council hereby approves Budget Amendment No. 2026-18, attached hereto as Exhibit A, for Fiscal Year 2025-26.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 3rd day of March, 2026.

_____

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2026-18 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 3rd day of March, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

Exhibit A

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-18

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 367 – Vehicle Replacement			
Revenue	115,900	0	115,900
Expenditures	200,000	64,557	264,557
Net Change in Fund Balance	**$(84,100)**	**64,557**	**(148,657)**

REVENUE TOTAL INCREASE		**0**
EXPENDITURE TOTAL INCREASE	**64,557**	**0**

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **REVIEW OF THE REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES FOR CITY FACILITIES**

RECOMMENDATION:

Public Works staff recommends that the City Council authorize the Public Works Department to issue a formal Request for Proposals (RFP) to obtain competitive proposals for janitorial services for City facilities.

BACKGROUND:

The City currently contracts with an external service provider for janitorial services at various City-owned and operated facilities. These services are critical to maintaining clean, safe, and sanitary environments for City staff and the public. The existing contract is scheduled to expire on June 30, 2026. Issuing an RFP at this time will allow the City to conduct a competitive procurement process and ensure continuity of services.

DISCUSSION:

Public Works staff propose issuing an RFP to solicit proposals from qualified firms. The RFP process will evaluate vendors based on experience, qualifications, service approach, cost, and compliance with City standards. This process promotes transparency, competition, and fiscal responsibility.
If approved, the Request for Proposals will follow the schedule outlined below:

- RFP release: March 10, 2026
- Mandatory on-site pre-proposal meeting at 10 a.m. on March 17, 2026, at the City Yard, 825 South Sunset Ave., West Covina 91790. RSVP on Planet Bids by clicking on RSVP button under Bid information tab.
- Questions due: March 23, 2026 @ 3:00 p.m.
- (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: March 26, 2026
- (Responses will be posted on City's Planet Bids portal)
- Proposals due: April 2, 2026 @ 1:30 p.m.
- Potential Interview: Week of April 20, 2026 (Will contact bidders with date and time.)
- Selection of proposer (tentative date): May 19, 2026
- (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.gov on the Wednesday prior to the first and third Tuesdays each month.)

The Draft RFP specifies that proposals will be evaluated to determine the company or person best suited

to complete the project based on qualifications, experience and pricing including:

- Qualifications and experience as provided in a resume or statement of qualifications
- Ability to effectively communicate and conduct presentations
- Cost of services
- Reference checks

Additionally, all proposers will be asked to identify or affirm each of the following requirements:

- Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.
- Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.
- Have the administrative and fiscal capability to provide and manage the proposed services.

Proposals will be ranked according to the following criteria:

Criteria	Maximum Points
Completeness of Proposal	25
Relevant Experience and Qualifications of Proposed Project Team	25
Capacity to Perform	30
Proposed Cost	20
Total	100

The RFP also provides that, at the City's discretion, in-person interviews may be conducted in accordance with Section 9, Oral Presentations, of the RFP with up to the three highest-scoring proposers based on the evaluation rubric. All interviewed proposers will be asked the same questions, with equal point values assigned to each question. If interviews are conducted, the contract award will be based on the highest combined interview score.

LEGAL REVIEW:

The City Attorney's Office reviewed the staff report. The City Attorney's Office has not reviewed the draft RFP.

OPTIONS:

The City Council has the following options:

1. Adopt staff's recommendation; or
2. Provide alternative direction.

Prepared by: Renee M. G. Chavez, Management Analyst I

Fiscal Impact

FISCAL IMPACT:

There is no immediate fiscal impact associated with issuing the RFP. Any contract award resulting from this process will be presented to City Council for review and approval, along with detailed fiscal information.

Attachments

Attachment No. 1 - 2026-03-10 Janitorial Services for City Facilities Draft

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

JANITORIAL SERVICES FOR CITY FACILITIES	**Approved by:** Roxanne Lerma	**RFP No.**
		Effective Date March 10, 2026

1. GENERAL

The City of West Covina (City) is seeking proposals from qualified companies to provide janitorial services for City facilities.

2. RFP SCHEDULE

- RFP release: March 10, 2026
- Mandatory on-site pre-proposal meeting at 10 Amn March 17, 2026, at the City Yard 825 South Sunset Ave., West Covina 91790. RSVP on Planet Bids by clicking on RSVP button under Bid information tab.
- Questions due: March 23, 2026 @ 3:00 p.m.
  (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: March 26, 2026
  (Responses will be posted on City's Planet Bids portal)
- Proposals due: April 2, 2026 @ 1:30 p.m.
- Potential Interview: Week of April 20, 2026 (Will contact bidders with date and time.)
- Selection of proposer (tentative date): May 19, 2026
  (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.gov on the Wednesday prior to the first and third Tuesdays each month.)

3. PROPOSAL SUBMISSION

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. Proposals will be received electronically (online only) via City of West Covina's PlanetBids portal at: https://vendors.planetbids.com/portal/39468/portal-home.

Proposals must be submitted with the following attachments:

Attachment A: Statement of Non-Collusion by Contractor
Attachment B: Subcontractor Campaign Contribution Acknowledgement Form
Attachment C: Sam.gov Verification – Debarment & Suspension Verification
Attachment D: Fee Schedule
Attachment F: Certificate of Insurance
Attachment G: W-9

Attachment H Statement of Compliance

Proposals must be submitted no later than **1:30 pm** on **April 20, 2026.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES

The sole City Representative as contact person for all questions and matters regarding this RFP is Karen Ogawa, Finance Director. The City Representative can be reached via e-mail at kogawa@westcovina.org or by phone at (626) 939-8438. Proposers that contact any City official or representative other than the designated City Representative as set forth in this RFP may be disqualified with no further consideration given to the proposal submitted.

All questions regarding the specifications in this RFP are required to be addressed via City's PlanetBids site by the designated date and time. Responses will be posted on the City's PlanetBids site.

5. BACKGROUND

The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles and 15 miles north of Orange County. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City's 16 square miles flourished with walnut groves and orange groves for many decades. The City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents.

Services

The City offers 16 parks, four community centers, a Sports Complex, and a County-operated library. The City provides a full range of services to its citizens, including police, fire and emergency medical; construction and maintenance of streets, traffic signalization and other infrastructure; planning and building safety; and social, recreational and cultural activities and events. However, the City contracts out building and safety services, engineering, and business licensing. Additionally, water utilities and solid services are provided and billed externally.

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The City is financially accountable for the Successor Agency to the former Redevelopment Agency of the City of West Covina, a financing authority, and a housing authority, which are combined within the City's financial statements.

6. SCOPE OF SERVICES

The scope of services to be provided is described in Attachment E of this RFP.

7. CONTRACT PERIOD

It is anticipated that the initial term of the agreement will be for a period of three (3) years, with the option to extend the term for up to two (2) additional years upon mutual written agreement of the City and the selected contractor, contingent upon satisfactory performance of the selected contractor.

8. PROPOSAL FORMAT

The proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of the offer. Proposals that appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity of this RFP may be rejected. The proposal should contain the sections in the order indicated below. This standardization will facilitate evaluation of the comparative merits of all proposals submitted.

8.1 COVER LETTER

Provide a letter of introduction, approximately one (1) page in length, including the name, address and telephone number of the person(s) to contact who will be authorized to represent the proposer. This letter shall be signed by an officer of the proposer authorized to bind the proposer to all commitments made in the proposal.

8.2 PROJECT SUMMARY SECTION

The Project Summary section should describe your understanding of the City, the work to be done, and the objective to be accomplished referring to specific sections of the scope of services.

8.3 METHODOLOGY SECTION

Provide a detailed description of the approach and methodology to be used to accomplish the scope of services of this RFP to achieve City satisfaction, along with a proposed timeline to complete the project, if applicable.

8.4 FEE SCHEDULE

The fee schedule should include hourly rates, miscellaneous fees and other anticipated expenses, and the total cost of the services. The Fee Schedule (in Excel format) is available for download as part of this RFP. Proposers shall complete the Fee Schedule by entering data electronically, printing and signing, and including a copy in the submitted proposal. In addition, proposers shall upload the completed Excel spreadsheet as a separate attachment with the proposal. Instructions are included with Attachment D.

8.5 EXCLUDED OR SUBCONTRACTED SERVICES

Provide details of any necessary services relating to the proposal/service process which will not be included in your proposal, including those which the proposer expects to be performed by City staff and/or by other contractors or subcontractors. If you intend to subcontract any portion of the work, identify the subcontractor(s) and provide details regarding their qualifications.

8.6 LIST OF SIMILAR SERVICES COMPLETED

Provide a complete listing of all similar services that have been provided within the past three (3) years. Include name of agency or company, project manager/contact, dates services were provided and summary of services provided.

8.7 REFERENCES

The proposer shall submit with his/her/its proposal a list of at least **three (3)** clients using the same or similar services being proposed, with names, addresses, email addresses and telephone numbers. A survey of references will be made to determine, among other things, the proposer's success in meeting the needs of the contracting agency in a timely manner.

8.8 FINANCIAL STATEMENTS

The proposer shall submit with his/her/its proposal financial documents for the most current year in which a tax return has been submitted with interim financial documents as of the last month end. The financial documents are to include Income Statement, Balance Sheet and Statement of Cash Flows.

9. ORAL PRESENTATIONS

An oral presentation by the proposers in final contention for award of an agreement for services may, in City's discretion, be required as a part of this RFP process. The purpose of the oral presentation would be twofold: first, to allow the proposer

to demonstrate capabilities of the company and to clarify proposer's responses to the RFP; second, to allow the City staff to meet the proposer's key personnel who would be assigned to this project. Attendance at such a presentation shall be at the proposer's expense.

10. TERMS AND CONDITIONS OF RFP

10.1 SIGNED SUBMISSION OF PROPOSALS

Each proposal must be signed in longhand by the person or persons legally authorized to bind the proposer to the proposal and contracts. The name and title of each person signing shall by typed or printed below that person's signature. Upon request of the City, the corporation or other entity must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation or other entity.

10.2 LATE SUBMISSION OF PROPOSALS

Any submission of proposals received after the due date and time specified in this RFP will not be considered.

10.3 ACCURACY OF PROPOSALS; WITHDRAWAL OF PROPOSALS

Proposers shall take all responsibility for any errors or omissions in their proposals.

To withdraw a proposal, the proposer must submit a written request to the Finance Director via email at kogawa@westcovina.org. A hard copy of the request must also be mailed to the Finance Director at 1444 W. Garvey Avenue South, Room 308, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting proposals.

Withdrawals will not be permitted after the deadline for submitting proposals.

10.4 ADDENDUM TO THE RFP

Any modifications or changes to this RFP will be made by written addendum. Addenda will be posted on the City's PlanetBids page. No verbal modification will be binding on the City.

10.5 PROTEST PROCEDURES

All protests regarding the RFP process must be submitted in writing to the Finance Director and Purchasing Manager within five (5) business days following the opening of the proposals. This includes all protests relating to advertising of the

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RFP, deadlines, proposal opening, and any protests relating to alleged improprieties or ambiguities in the specifications. This requirement does not apply to protests relating to staff recommendations as to award of a contract. Protests relating to staff recommendations of award of a contract may be directed to the Purchasing Manager within three (3) business days of the posted agenda recommending award by City Council or receipt of notice of intent to award. City may post such notice of intent to award on the City's PlanetBids portal.

City Council agendas are available for review at least 72 hours before City Council meetings, which are held on the first and third Tuesday of each month, at www.westcovina.gov and at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina, during normal business hours.

10.6 DISCLAIMERS AND RESERVATION OF RIGHTS

This RFP does not commit the City to award a contract. The City reserves, in its sole discretion, the right to reject any and all proposals, the right to cancel or postpone the RFP or project in whole or in part at any time, the right to negotiate with any qualified proposer and the right to decline to award the agreement to any of the proposers. The City reserves the right to waive any immaterial irregularities in a proposal or a submission of a proposal.

10.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF PROPOSALS

All proposals submitted in response to this RFP shall become the exclusive property of the City of West Covina and will be a matter of public record. Proposers must identify, in writing, the elements of the proposal which proposer defines as business or trade secrets that are exempt from disclosure under the California Public Records Act (California Government Code Section 7920.000 et seq.) and plainly mark such items as "Trade Secret", "Confidential", or "Proprietary".

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend, indemnify and hold harmless the City and its officers, employees, agents and volunteers from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act. Any exemption request must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Notwithstanding the foregoing, all proposals submitted may be kept confidential until a contract is awarded.

10.8 PROPOSAL VALIDITY PERIOD

Pricing, terms and conditions stated in the proposer's response shall remain valid for 120 days from the date of submission of the proposal to the City.

10.9 PRESS RELEASES

The selected contractor shall not issue any news or press releases relating to an award of contract resulting from this RFP or issue any advertising copy mentioning the City or quoting the opinion of any City official, officer or employee without prior written approval from the City Manager.

10.10 EVALUATION AND SELECTION PROCESS

In accordance with Section 2-334 of the West Covina Municipal Code, the City will award the contract to the lowest responsible bidder, as defined Section 2-327 of the West Covina Municipal Code. Price will be considered along with other factors, including, but not limited to, the ability, capacity and skill of the bidder to provide the services, whether the bidder can provide the services within the time specified, the bidder's record of performance on previous orders or contracts for the City or other public entities, and the quality, availability and adaptability of the bidder's services.

Proposals will be evaluated to determine the company or person best suited to complete the project based on qualifications, experience and pricing including: qualifications and experience as provided in a resume or statement of qualifications; ability to effectively communicate and conduct presentations; cost of services; reference checks. All proposers should identify or affirm each of the following requirements:

(a) Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.

(b) Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.

(c) Have the administrative and fiscal capability to provide and manage the proposed services.

Proposals will be ranked according to the following criteria:

Criteria	Maximum Points
Completeness of Proposal	25
Relevant Experience and Qualifications of Proposed Project Team	25
Capacity to Perform	30
Proposed Cost	20
TOTAL	**100**

10.11 CAMPAIGN CONTRIBUTIONS

(a) Prohibited Contributions.

Pursuant to Section 2-404.1(a) of the West Covina Municipal Code:

No person who is an applicant or proposer to be a party to a city contract, or who is a party to a city contract, as defined in section 2-403, other affected party, or related persons, shall make a contribution to an individual holding city elective office where the city contract has a total anticipated or actual value of thirty thousand dollars ($30,000.00) or more, or a combination or series of such contracts or agreements having a value of thirty thousand dollars ($30,000.00) or more.

Further, pursuant to Section 2-404.1(c) of the West Covina Municipal Code:

No person acting as a subcontractor under a subcontract through a city contract, as defined in section 2-403, or related persons, shall make a contribution to a council member where an individual subcontract has a total anticipated or actual value of fifteen thousand dollars ($15,000.00) or more, or a combination or series of such individual subcontracts with the same subcontractor, for the same or different projects with the aggregate value of fifteen thousand dollars ($15,000.00) or more.

(b) Subcontractor Acknowledgement Form.

If a subcontractor is utilized for any part of the proposal, then a completed Subcontractor Campaign Contributions Acknowledgement Form is required to be returned with proposal.

10.12 CONFLICT OF INTEREST

City of West Covina employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any

proposer. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest and Ethics Policy.

Proposers shall not offer, give or agree to give any City employee any gratuity or anything of value whatsoever in connection with this RFP. The offer or attempt to give any such gratuity or anything of value to any City employee will be cause for disqualification from participation in this RFP.

10.13 PERMITS AND LICENSES

The selected contractor and all of his/her/its employees or agents shall secure and maintain in force such licenses and permits as are required by law.

10.14 PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any expenses incurred by potential contractors relating to the preparation or submission of proposals. Pre-contractual expenses shall not be included in a proposer's fee schedule. Pre-contractual expenses include, but are not limited to, expenses incurred by a proposer in:

- Preparing a proposal in response to this RFP;
- Submitting a proposal to the City;
- Oral presentations required by the City;
- Negotiating with the City in any manner related to the proposal submitted;
- Any other expenses incurred by the proposer prior to the execution of a contract with the City, if any.

10.15 AGREEMENT TO CONDITIONS

The selected proposer will be required to execute an agreement for services. A sample of the agreement is included as Attachment I to this RFP. The sample agreement may be modified by the City prior to award of a contract.

Submission of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the proposer includes with its proposal, in writing, any conditions or exceptions requested by the proposer to the sample agreement. The terms of the sample agreement, including insurance and indemnification requirements, are standard City requirements and will be modified only if extraordinary circumstances exist.

10.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their proposal whether they

agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

10.17 EXAMINATION OF LOCATIONS AND SPECIFICATIONS

Proposers are expected to carefully examine the locations of the proposed services and the specifications set forth in this RFP and all attachments hereto. By submitting a proposal, the proposer declares he/she/it has carefully reviewed the locations of the proposed services and all specifications and requirements set forth in this RFP, and that proposer will furnish all labor, materials, machinery, tools and equipment required to perform the services in accordance with the requirements of this RFP.

10.18 DEBARMENT AND SUSPENSION

Proposers may not be debarred or suspended or otherwise listed on the Excluded Parties List System (EPLS) in the General Services Administration System for Award Management (SAM). Proposers must include verification that the company as well as the company's principals are not listed (are not debarred, suspended or otherwise ineligible) through the General Services Administration System for Award Management (sam.gov). Proposers must also enclose a printout of the search results that includes the record date.

11. INSURANCE

Insurance requirements are set forth in the sample agreement (Attachment I).

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ATTACHMENT A

STATEMENT OF NON-COLLUSION BY CONTRACTOR

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:
I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city, state].

Firm _____

_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____ State_____ Zip _____

ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

Proposer [or Consultant] is required to identify any known subcontractor who will provide goods or services with an anticipated or actual value of $15,000 or more in connection with any contract which may be awarded pursuant to this Request for Proposal if the proposed contract with the Proposer [or Consultant] has an anticipated or actual value of $30,000 or more**.**

By my signature below, I certify that as a subcontractor I reviewed and am in compliance with West Covina Municipal Code section 2-405.1(c), in reference to campaign contributions to any individual holding City elective office, and that I will comply with Section 2-405.1(c) at all times while providing services as a subcontractor.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

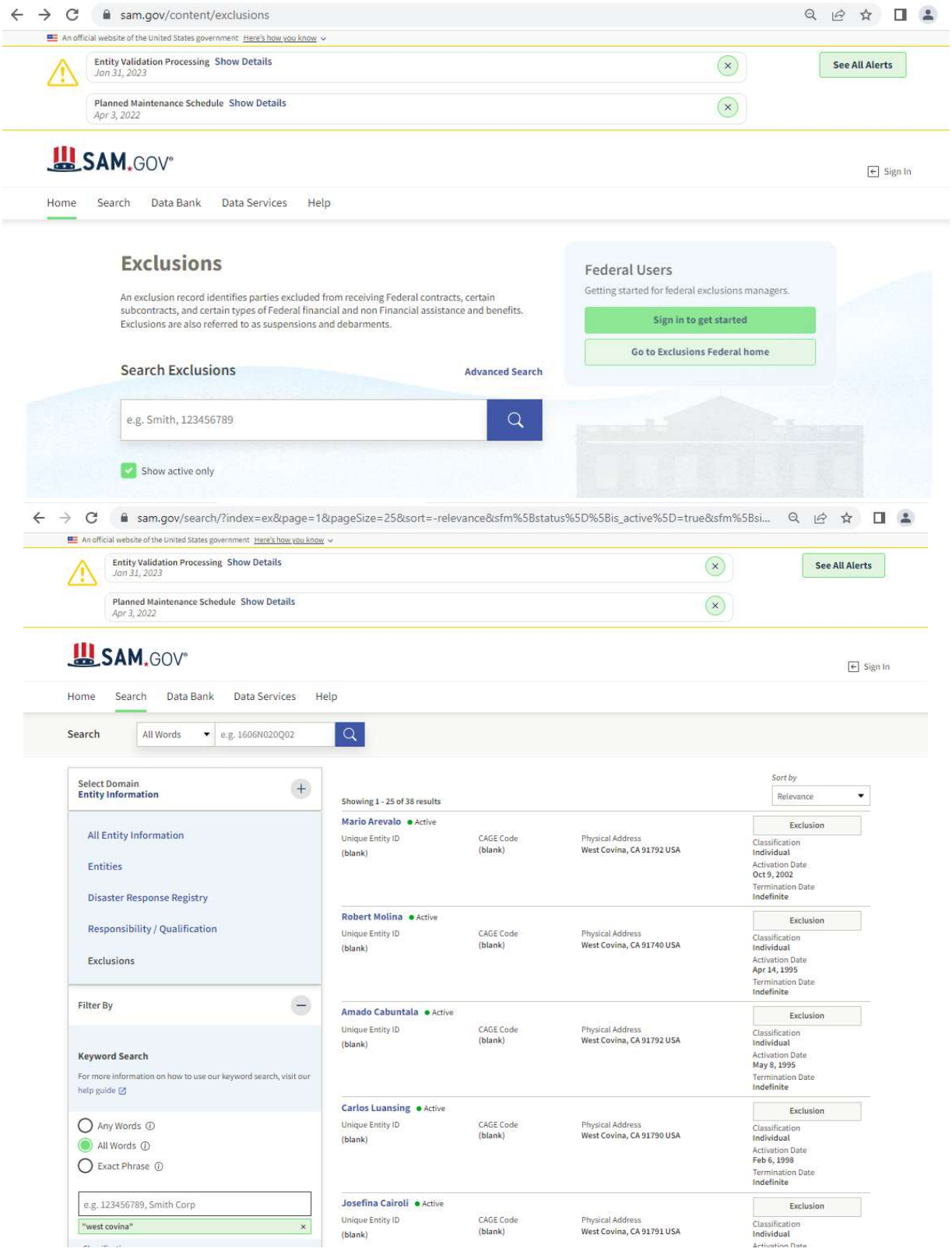
ATTACHMENT C

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

How to Search Exclusion Information

- Select “Search” from the header menu from any page on SAM.gov
- In the filters, under “Select Domain,” select “Entity Information, then select “Exclusions.”
- Use the filters or keyword box to enter search criteria and see your results
- See sample on next page

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sam.gov/content/exclusions
An official website of the United States government Here's how you know
Entity Validation Processing Show Details
Jan 31, 2023
Planned Maintenance Schedule Show Details
Apr 3, 2022
See All Alerts
SAM.GOV
Sign In
Home
Search
Data Bank
Data Services
Help
Exclusions
An exclusion record identifies parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non Financial assistance and benefits. Exclusions are also referred to as suspensions and debarments.
Federal Users
Getting started for federal exclusions managers.
Sign in to get started
Go to Exclusions Federal home
Search Exclusions
Advanced Search
e.g. Smith, 123456789
Show active only
sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5Bsi...
Search
All Words
e.g. 1606N020Q02
Select Domain
Entity Information
All Entity Information
Entities
Disaster Response Registry
Responsibility / Qualification
Exclusions
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Any Words
All Words
Exact Phrase
e.g. 123456789, Smith Corp
"west covina"
Showing 1 - 25 of 38 results
Sort by
Relevance
Mario Arevalo Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91792 USA
Exclusion
Classification Individual
Activation Date Oct 9, 2002
Termination Date Indefinite
Robert Molina Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91740 USA
Exclusion
Classification Individual
Activation Date Apr 14, 1995
Termination Date Indefinite
Amado Cabuntala Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91792 USA
Exclusion
Classification Individual
Activation Date May 8, 1995
Termination Date Indefinite
Carlos Luansing Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91790 USA
Exclusion
Classification Individual
Activation Date Feb 6, 1998
Termination Date Indefinite
Josefina Cairoli Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91791 USA
Exclusion
Classification Individual

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

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ATTACHMENT D

FEE SCHEDULE

Fee Schedule Instructions

1. The Fee Schedule is a requirement of the RFP.
2. The Fee Schedule (in Excel format) is available for download.
3. Complete the Fee Schedule by entering data electronically. Items in green require Contractor data input.
4. Print, sign, and include a copy in proposal.
5. In addition, upload the completed Excel spreadsheet as a separate attachment with your proposal.
    a. Save as: Company Name
    b. Protect your workbook
6. See Sample on next page

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A separate schedule of detailed hourly personnel and equipment rate sheet and costs for other services offered must be included with the proposal. (See Next Page)

ATTACHMENT E

SCOPE OF SERVICES

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SCOPE OF SERVICE:

Before award of the contract can be approved, the City shall be satisfied that the contractor involved meets the following requirements:

A. Contractor has completed one or more accounts of the same size, scope or value of the type of work specified in this contract. In these accounts, the contractor must have provided full service janitorial service of the type of work specified in this contract. References shall be provided to the City.

B. Contractor has organizational capacity, technical competence and equipment necessary to satisfactorily provide services required in this contract.

C. Contractor maintains an office within a 50-mile radius of job site and to provide the office with phone service during normal working hours. If a telephone answering service is utilized, the answering service shall be capable of contacting the Contractor by cellular phone, radio or pager.

   Should the Contractor maintain an office beyond a 50-mile radius of the job site, the following criteria are required:

   i. The Contractor shall provide the City with the name, address and telephone number of an employee residing within a 50-mile radius of the job site. This employee shall be required to maintain 24-hour phone service with the City. If a telephone answering service is utilized, the employee of the Contractor shall be required to respond to the City by radio or pager on a 24-hour basis, and report to the project site within one (1) hour after such notification.

   ii. This employee shall have supervisory capacity.

   iii. Should this employee of the Contractor move out of the 50-mile radius of the job site, a new employee may be substituted, upon prior approval of the City.

D. **Emergency Call Out** - Regardless of location of Contractor's office, the Contractor is required to provide the City with a 24-hour phone number for emergency call out and contact outside normal working hours. Contractor's response to the project site following an emergency call-out shall not be more than one hour after notification. **Failure to comply with this on-call / emergency call out requirement or failure to report to the project site within one-hour after notification may result in liquidated damages in the sum of $500.00 for each occurrence.** Should the Contractor fail to respond as specified by the contract, the Contractor shall be liable for any loss and/or costs sustained by the City to correct said emergency in addition to any other damages or remedies.

E. **Personnel Qualifications** – All Contractors' employees shall be required to comply with the work rules established for City buildings. All personnel working in or near the project location shall be of good character, neat in appearance, and in appropriate uniforms (including company name and name badges for each worker). Appearance and uniforms are subject to the approval of the Contract Officer. Any Contractor's employee whose employment or performance is objectionable to the City shall be immediately removed from the premises. A request by the City to remove an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor in regard to employee discipline shall be at the sole discretion of the Contractor. The City shall be held harmless in any disputes the Contractor may have with the Contractor's employees. This shall include, but not limited to, charges of discrimination, harassment, and discharge without just cause. **The City of West Covina Police Department will conduct security background checks of the Contractor's employees.**

F. **Security** – Contractor shall be responsible for use of all City keys issued to him then, under no circumstances, shall Contractor's employees admit anyone to areas controlled by a key in their possession. All doors and windows shall be closed and locked upon completion of cleaning operations in the area. All areas shall be double-checked at the end of shift to verify the areas are secured. On occasion, certain areas, which are normally open for cleaning, may be secured. In such a situation cleaning shall take place only upon request.

Contractor shall not duplicate any keys for premises under any circumstances. Any lost keys or need for additional keys shall be promptly reported to or requested from Public Works/Maintenance Division. To avoid the possibility of tracing lost keys to the premises, the Contractor shall not put identification on any keys.

Employees of Contractor shall not disturb papers or personal effects on desks, open drawers or cabinets, use telephone, radio or television sets, computers or tamper with other personal or City property. Due to the confidential nature of certain buildings or areas, designated times will be established for cleaning.

G. **Increase/Decrease in Scope of Work** - It is understood that this specification's description of work is the City's present service requirements only, and the scope of work may increase or decrease during the term of the contract. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or

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deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contractor. Increases in compensation of twenty-five percent (25%) of the Contract Sum, or $25,000 whichever is greater, as approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. 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.

H. Public Safety **– All operations will be conducted so as to provide maximum safety for the public.**

I. **Transportation to Facilities -** It shall be the responsibility of the Contractor to provide consistent, reliable transportation for equipment and staff to service identified facilities. All costs related to the maintenance and operation of said transportation vehicle(s) shall be the sole responsibility of the Contractor.

J. **Interpretation of Specifications** – The City of West Covina Maintenance Division shall be the interpreting authority of technical specifications for Janitorial Services.

K. **Responsibility, Coordination, Meetings** – Work shall be performed by competent workers supervised by a supervisor who is competent in speaking English and has experience and technical training in custodial maintenance work. The Contractor shall meet with the City Representative once weekly or daily if required. The contractor shall attend additional meetings if deemed necessary by the City. **The Contractor's on-site supervisor and the City's representative shall conduct daily inspections of the premises to ensure compliance with the work required by this contract.** Extra or project work authorized by the City shall also be inspected on a regular basis and performed to the standards of the City.

L. **Inspection of Facilities -** The City reserves the right to make all final determinations as to whether the work has been satisfactorily completed. In the event that results of the Janitorial Service are considered unsatisfactory by the City Representative, the Contractor shall be required to re-clean the unsatisfactory area at no cost to the City. Said service shall be performed without interruption in the regular cleaning schedule.

1. CITY HALL

SPECIFIC OFFICES TO BE EXCLUDED FROM THIS SERVICE

City Manager's Office (3,312 square feet)
Human Resources Office/Risk Management suite (1,764 square feet)
Information Technology office (1,368 square feet)

Total of 6,444 square feet. These offices will be serviced by City Staff ONLY

DAILY SERVICE – Custodial Porter on site at City Hall for 4 hours from 8:00am – 12:00pm to work when City Hall is open for business. Provide Porter services as needed on a daily basis. Scope of work to vary. Furnish all labor, equipment, materials and supervision to perform the Porter service.

NIGHT: Monday through Thursday (work hours shall be after 6:30 p.m.)

NIGHTLY SERVICES - The following tasks shall be performed four (4) days per week, Monday through Thursday (except holidays). Furnish all labor, equipment, materials and supervision to perform the janitorial services as described herein.

1. Empty office trash containers.
2. Replace trash liners as needed.
3. Vacuum thoroughly all carpeted areas. Spot clean spill marks as needed.
4. Thoroughly clean and disinfect all toilets, urinals, sinks, counters, mirrors, paper holders, stainless steel and door handles.
5. Wet mop restrooms with disinfectant.
6. Check and restock soap and paper supplies as needed in all restrooms.
7. Sweep second and third floor hallways with chemical treated dust mop.
8. Sweep first floor exterior tile with chemical treated dust mop.
9. Clean first floor employee break room and kitchen including: tables and chairs, emptying trash and replacing liners, Wet mop floor, clean counters and sink.
10. Dust all furniture including: desks, chairs, counters, filing cabinets and shelves.
11. Spot clean walls, light switches, doors and doorknobs as necessary.
12. Remove all cobwebs (interior and exterior).
13. Make sure all doors, restrooms and elevators are securely locked. Check weekly calendar to insure that doors, restrooms and elevators in use for night meetings are accessible until meetings are completed.
14. Clean and polish all water fountains on each floor.
15. Sweep and dust east and west stairways, including handrails.
16. Spot clean walls in stairwells.

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17. Walk the third-floor balcony and remove trash as needed.
18. Service elevators, including polishing all stainless-steel doors, clean door tracks, clean walls, doorframes and electric eyes. Vacuum carpet and clean exterior doors on each floor.
19. Clean and disinfect kitchenettes including counter tops, sinks and floors.
20. Spot clean glass entry doors on all floors.
21. Thoroughly clean and disinfect first floor and Council Chamber restroom including toilets, urinals, sinks, mirrors, paper holders, stainless steel, door handles, partitions and doors. Replenish all soap and paper supplies as needed.
22. Dust mop first floor with chemically treated dust mops.

<u>WEEKLY SERVICES</u> - The following tasks shall be performed at City Hall.

1. Breezeway (First Floor)
    a. Empty outdoor trash cans and replace liners as needed.
    b. Mop breezeway floor
2. City Council Chambers, (First Floor)
    a. Empty trash containers in Council Chambers and replace liners as needed.
    b. Transport all glassware and pitchers to the kitchen area and clean. Clean and tidy kitchen area.
    c. Vacuum thoroughly all carpeted areas of Council Chambers and Community Meeting Room. Spot clean carpets as needed.
    d. Follow calendar closely each day for special cleaning needs.
    e. Dust all wood surfaces in Council Chambers.
    f. Clean Council Members chairs.

3. City Hall building and offices.
    a. Cleaning crew at City Hall shall start at 6:30pm during the week when City Hall is open for business.
    b. Dust all window sills (do not include exterior windows facing north and south on second floor).
    c. Clean telephones.
    d. Damp mop all tile areas (includes basement print shop).
    e. Clean all glass walls in cubicles.
    f. Clean and stock custodial room in City Hall and Police Department.
    g. Dust all vents and tops of partitions in restrooms.
    h. Clean glass doors and all glass surfaces to 7’ height

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MONTHLY SERVICES - The following tasks shall be performed at City Hall.

1. Dust all ceiling and wall vents and return air grills.
2. Polish office tile areas once per month.
3. Clean glass on first floor display case and basement display case.
4. Clean inside and out of all entry glass doors.
5. Hand sweep carpet edges in Community Room and City Council Chambers
6. Machine clean and seal restrooms.
7. Clean elevator carpets with hot water extraction system and apply soil retardant.
8. Polish or seal hallway tile surfaces on second and third floors.

QUARTERLY SERVICES – The following tasks shall be performed at City Hall.

1. Dust all office area mini-blinds.
2. Clean all glass surfaces over 7'.

SEMI-ANNUAL SERVICES – The following tasks shall be done at City Hall.

1. Strip and re-wax first floor tile areas every six months. May be done on an area- by-area basis provided areas are treated at least once every six months. City will provide a schedule to be followed.
2. Strip and re-wax basement print shop floor.
3. Clean City Hall exterior windows and window sills.

2. CITY YARD MAINTENANCE OFFICE

NIGHT: Monday through Thursday (work hours shall be after 6:00 p.m.)

NIGHTLY SERVICES - The following tasks shall be performed four (4) days per week, Monday through Thursday (except holidays). Furnish all labor, equipment, materials and supervision to perform the janitorial services as described herein.

1. Empty waste containers, wipe clean and reline, if necessary, and remove trash to designated area.
2. Sweep all vinyl floors using the dustless method.
3. Vacuum and spot clean all carpeting.
4. Clean, disinfect and polish drinking fountain.
5. Sweep all tile floors with a chemically treated dust mop.
6. Wash entrance doors (both sides) and polish metal.
7. Spot clean doors, door frames, and around light switches, removing all smudges.

8. Dust all furniture, file cabinets, window partition sills, ledges, etc.
9. Wash and polish all counter tops.
10. Spot clean interior windows and sills.
11. Clean kitchen and kitchenette daily.

WEEKLY SERVICE – One (1) time per week.

1. Sweep, remove black marks and buff vinyl floors.
2. Clean and disinfect ear and mouthpieces of all telephones.
3. Wax executive furniture with furniture polish. (Shall be cleared of miscellaneous articles).
4. Clean air vents weekly.

MONTHLY SERVICE – One (1) time per month.

1. Perform high dusting, i.e. door sashes and tops of partition.
2. Clean baseboards and kick plates of dust and all marks.
3. Brush down wall and/or ceiling vents.
4. Wash all windows (interior and exterior).

SEMI-MONTHLY SERVICE – Two (2) times per month.

1. Polish all wooden interior doors.
2. Wax vinyl floors with approved applicant.

QUARTERLY SERVICE – Every three (3) months.

1. Machine strip floors.
2. Refinish and buff vinyl floors.

RESTROOM DAILY SERVICE – (Except holidays) – Four (4) days a week, Monday thru Thursday.

1. Clean and wash with disinfectant bowls, urinals, and sinks and replace deodorant as required.
2. Clean and wash with disinfectant both sides of toilet seats.
3. Clean and polish all mirrors and chrome fixtures.
4. Clean and wash with disinfectant Pullman tops, partitions (undersides and tops) and doors.
5. Refill tissue, hand towel, seat cover and soap dispensers.
6. Spot clean walls (including partitions).
7. Empty and wash with disinfectant sanitary napkin containers and replace inserts.
8. Empty waste containers and wipe outside clean.
9. Sweep and mop floors with a germicidal disinfectant.

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BI-WEEKLY SERVICE – Two (2) times per month.

1. Pour hot water down floor drain to prevent sewer gases from escaping.
2. Pour hot water down sinks.

MONTHLY SERVICE – One (1) time per month.

1. Brush and wash vents.
2. Wash area around vents.

QUARTERLY SERVICE – Every three (3) months.

1. Machine strip floors with germicidal disinfectant.
2. Refinish and buff all floors.

3. POLICE DEPARTMENT AND POLICE FACILITIES

Furnish all labor, equipment, materials and supervision to perform the janitorial services as described herein.

DAY: Work hours 8 a.m. to 5 p.m. Monday through Friday and 10 a.m. to 4 p.m. on Saturday, Sunday and holidays

DAILY SERVICES - The following tasks shall be performed by full time day personnel, five days per week, Monday through Friday (except holidays).

1. Empty trash and replace liners as needed.
2. Pick up and clean showers as needed.
3. Dust mop main floor lobby and lunch room with chemically treated dust mops.
4. Dust mop the basement offices, locker rooms, copy rooms and hallways with chemically treated dust mops once per day.
5. Wet mop north and south stairwells once per day.
6. Dust mop basement and main floor exterior entrances with chemically treated dust mops.
7. Spot mop all spills and footprints from basement offices.
8. Dust and clean north and south stairwell handrails and facings, and wall spots on walls in stairwell once per day.
9. Thoroughly clean and disinfect basement restrooms, including cleaning and disinfecting of all toilets, urinals, sinks mirrors, paper holder, stainless steel partitions and

door handles.
10. Inspect and clean all vents, partitions and doors inside and out.
11. Replenish all soap and paper supplies as needed.
12. Perform a secondary cleaning and stocking routine of the basement and main floor restrooms.
13. Spot clean all doorway glass.
14. Spot clean main floor glass and displays.
15. Clean front desk counter, cabinets, and public telephone.
16. Spot clean all doors; walls and rails for smudge marks and prints.
17. Spot clean spill marks on carpets.
18. Thoroughly clean lunchrooms including outside patio tables, chairs and concrete.
19. Provide custodial services as requested by management personnel.
20. Clean crime lab and designated basement offices.
21. Clean booking area.
22. Check and clean interrogation area.
23. Empty rear and booking area trash containers and replace trash liners as needed.
24. Clean firing range.
25. Clean all cabinet surfaces.

WEEKLY SERVICES - to be performed once weekly by full time day personnel.

1. Clean police monuments in front of police station
2. Wet mop and machine polish basement hallways, weight room and offices with tile floors.
3. Dust all window ledges.
4. Clean glass doors and all glass surfaces to 7' height.
5. Clean glass walls in cubicles.

MONTHLY SERVICES – to be performed by day personnel

1. Wash interior glass in main floor counter area.
2. Clean ceiling areas at vents and at exterior lights.
3. Wash all exterior/interior windows over 7' in height.

NIGHT: Work hours 6:00 p.m. to 11:00 p.m.

NIGHTLY SERVICES - The following tasks shall be performed seven (7) days per week.

1. Vacuum thoroughly all carpeted areas.
2. Clean carpet with hot water extraction method with

power head, upon request for additional charge.
3. Spot clean carpets for spills, stains and marks.
4. Sweep tile thoroughly each with chemically treated dust mops.
5. Spot mop spill marks.
6. Wet mop lunch room, restrooms, locker rooms and shower rooms with disinfectant. Empty trash and replace liners, dust tops of lockers and clean mirrors.
7. Thoroughly clean and disinfect all toilets, urinals, sinks, mirrors, paper holders, stainless steel, and door handles in restrooms.
8. Replenish soap and paper supplies in restrooms.
9. Report any plumbing irregularities.
10. Clean glass entry door.
11. Empty all trash containers.
12. Replace trash liners as needed.
13. Dust all desks, counters, tables, furniture, and lobby display areas including plaques.
14. Clean fingerprint area including counters, walls, doors, etc.
15. Properly align furniture after vacuuming.
16. Clean glass partitions for prints and smudges in Detective Bureau.
17. Empty pencil sharpeners.
18. Spot-clean wall as needed.
19. Remove cobwebs and debris (interior and exterior).
20. Empty trashcans in parking areas.

WEEKLY SERVICES – to be performed by night personnel

1. Hand-sweep carpet edges.
2. Wet mop lunchroom and offices, which have, tile floors.
3. Thoroughly clean, scrub, and detail shower area including walls, floors, ceiling, drains, fixtures, doors and coving.
4. Inspect and clean vents, partitions and doors.
5. Flush drains and fill floor drains.
6. Dust windowsills.
7. Clean and polish office desks, counters and tables.
8. Dust picture frames and high surfaces.
9. Sweep shooting range.

MONTHLY SERVICES – to be performed by night personnel

1. Machine scrub and polish all tile floors.
2. Floors are to be stripped and maintain a high gloss professional look.
3. Clean all air vents.
4. Acid wash showers and thoroughly scrub

QUARTERLY SERVICES

1. Dust mini-blinds once every three months.
2. Clean all glass surfaces over 7'

POLICE JAIL AREA

To be performed between 12:00 noon to 2:00 p.m. Monday through Friday. Between 2:00 p.m. to 4:00 p.m. on Saturday. On Sundays between 3:00 p.m. to 5:00 p.m. From Monday through Friday the contract employee assigned to City Hall may assist with these duties.

DAILY SERVICES

1. Check with jailer for disposition of jail due to overnight use during the morning (between 8:30 a.m. to 9 a.m.).
2. Throughout the day respond to "special needs" of jailer for clean-up of feces, urine, vomit, etc.
3. Dust mop all floors, including cells, hallways, kitchen, booking area, all holding areas, and printing area with fresh chemically – treated dust mops.
4. Clean and wash all counters, wood and door windows with disinfectant cleaner.
5. Clean all chairs and bottoms of doors.
6. Empty all trash containers and replace all trash liners as needed.
7. Dust all horizontal surfaces and vents.
8. Thoroughly clean and disinfect all cells including spot cleaning mattresses and thoroughly maintain mattress area, sinks and toilets.
9. Clean windows of cells.
10. Wet mop all floors with disinfectant cleaner.
11. Clean light fixtures in hallways and cells as needed.
12. Clean storage area including sweeping, setting up of the shelves, placing blankets and other supplies in designated places, and removing all trash.
13. Clean kitchen area (including floors).
14. Replenish all paper supplies.
15. Clean all emergency boxes "enter and exit" boxes, and intercom boxes, or sooner if needed.
16. Clean the two microwave ovens, stove, refrigerator, light fixtures, vents, sinks, cabinets and clock.
17. Tend to emergency cleaning as needed.

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WEEKLY SERVICES

1. Machine polish hallway floors once per week.

MONTHLY SERVICES

1. Clean inside of oven with oven cleaner.
2. Pumice-stone areas.

SERVICE GROUP
Cleaning of these areas must be coordinated with Police Captain.

DAILY SERVICES

1. Vacuum thoroughly all carpeted areas.
2. Clean and polish desks.
3. Check for cobwebs and remove as needed.
4. Empty trash cans.
5. Spot clean entry glass door.

MISCELLANEOUS - as requested.

COMMUNICATIONS DEPARTMENT

Day-work to be performed between the hours of 6:30 a.m. to 8:00 a.m. Monday through Friday and between 8:00 am to 10 am on Saturday and Sunday.

DAILY SERVICES

1. Empty all trash containers and replace all trash-liners.
2. Wash and spot clean all trash containers daily, or sooner if needed.
3. Sweep all floors thoroughly.
4. Visually check all corners and edges for cobwebs, debris, and buildup.
5. Wet mop all floors.
6. Thoroughly clean restrooms, including cleaning and disinfecting of all toilets, urinals, sinks, mirrors, paper holders, stainless steel, and door handles.
7. Inspect and clean vents, partitions, and doors inside and out daily.
8. Replenish all soap and paper supplies.
9. Dust all low horizontal surfaces including desks, filing

cabinets, and counters.
10. Spot clean all walls, filing cabinet doors and vents.
11. Vacuum all carpets thoroughly.
12. Spot clean carpets for spills as needed.

WEEKLY SERVICES

1. Hand-sweep carpet edges.
2. Clean telephones.
3. Clean all windowsill ledges.
4. Clean glass doors and all glass surfaces to 7' height.

MONTHLY SERVICE

1. Wash all exterior/interior windows over 7' in height.

QUARTERLY SERVICE

1. Seal restroom floors every three months.
2. Clean all blinds once every three months.

TWICE-YEARLY SERVICE

1. Machine scrub floors every six months.

4. CAMERON COMMUNITY CENTER

Working hours shall be between the hours of 10:00p.m. and 7:00a.m. Monday-Friday (except holidays)

DAILY SERVICES

1. Clean Floors - Wood and Tile Floors

    a. The Contractor shall sweep the floor with a treated dust mop to remove all dirt, trash dust, particles and other debris.
    b. The Contractor shall wet mop the floor.
    c. When wet mopping, ensure that the floors, walls, baseboards, corners, thresholds, and adjacent surfaces are free of dirt, dust, streaks, spills, stains, gum, tar and other foreign substances, including those resulting from the cleaning equipment and the splashing of cleaning

solution.

d. The Contractor shall operate the City provided floor machine
e. The Contractor shall ensure that all cleaning solutions have been mixed according to the manufacturer's directions and are appropriate for the floor surface.
f. The Contractor shall take the necessary precautions, including the display of "wet floor" signs to ensure that facility users are advised of wet/slippery floors (if cleaning occurs during course of business hours).

2. Clean Carpets and Floor Mats

   a. The Contractors shall use a carpet vacuum to remove surface soil and embed frit from all areas accessible to the carpet vacuum.
   b. Chairs, tables and trash receptacles shall be moved to vacuum underneath and then replaced to their original positions.
   c. The beater bars or brush of the vacuum shall be adjusted to correspond to the pile height of the carpet.
   d. A tank vacuum with a crevice tool and brush attachment shall be used to clean all areas that are inaccessible to the carpet vacuum.
   e. The Contractor shall also spot clean the carpet to remove all spots, stains, gum, tar and other foreign substances.
   f. When spot cleaning carpet, the Contractor shall use a spray foam product and soft bristle brush to agitate the area; any dampness shall be removed by blotting area with a clean soft cloth.
   g. The City's Representative(s) shall be notified if spot-cleaning effort is not effective.

3. Clean Furnishings

   a. The contractor shall spot clean all furnishings (i.e., furniture) such as desks, chairs, cabinets, display cases, counters, tables and other furnishings.
   b. Furnishings shall be free of dust particles, lint, litter, stains, smudges, fingerprints, gum, tar, grease, marks, streaks and foreign substances.
   c. Item on top of the furnishings shall not be disturbed during the cleaning procedure.

HARD SURFACE

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a. The Contractor shall use a sponge, clean cloth and spray bottle of neutral detergent or glass cleaner to clean washable surfaces.
b. Glass cleaners shall be used on all glass surfaces. After cleaning, these surfaces shall have a clean uniform appearance, free from streaks, spots and other evidence of removable soil.

CLOTH

a. The Contractor shall use a lightly treated dust cloth, tank vacuum with dusting attachment, or a combination thereof to clean surfaces.
b. When spot cleaning cloth furnishings, the Contractor shall use a spray foam product and a sponge to agitate the area; any dampness shall be removed by blotting the area with a clean soft cloth.
c. The Contractor shall notify the City's Representative(s) if spot-cleaning effort is not effective.

4. Empty and Clean Trash Receptacles

a. The Contractor shall empty all trash receptacles on breezeway (6) and in the facility.
b. Liners shall be replaced when soiled or torn; existing liners, which are clean, shall be reused.
c. The interior and exterior of trash receptacles will be free of trash, liquids, gum, grease and other foreign substances.
d. Those trash receptacles, which are found to contain liquids or other substances, which could be the cause of odors, shall be washed out and dried before new liners are installed.
e. The removed trash shall be placed into the dumpster located in the exterior trash enclosure.
f. No trash shall be left on the ground around the enclosure.
g. The trash enclosure shall remain closed at all times.

5. Clean Kitchen

a. All marks, stains, graffiti, dirt, dust, food particles and other foreign substances shall be removed.
b. Clean & Disinfect all sinks, appliances and drains.

6. Clean Drinking Fountains

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a. The Contractor shall use an approved germicidal cleaner, applied from a spray bottle, a clean sponge, small brush or mildly abrasive pad to remove all hard water deposits, obvious soil, steaks, smudges and foreign substances from and polish the drinking fountain and entire cabinet.

7. Clean Restrooms

Clean & Disinfect Sinks, Toilet, Urinals, Exposed Plumbing

a. The Contractor shall use a germicidal cleaner, a clean sponge, abrasive pad, toilet bow mop, clean cloth and cleanser to completely clean and disinfect all exposed surfaces of sinks, toilets and urinals.
b. The cleaning shall include the drying and polishing of all exposed hardware.
c. The interior of toilets, toilet seats and urinals shall be scoured using a bowl mop.
d. After the interior has been scoured, the fixture shall be flushed and the water level followed down with a circular motion of the bowl mop to remove stains and chemical rings.
e. After cleaning, the fixtures shall present a clean, bright, shiny appearance.
f. Fixtures shall be free of all visible soils, scales, blood, feces, rust stains, scum, streaks, oily smudges, mineral deposits and other foreign substances.
g. All metal hardware such as flush valves, faucets valves and faucets shall be wiped dry and be free of streaks, spots, stains, etc.
h. Inoperable or broken fixtures shall be immediately reported to the City's Representative(s).
i. Clear Sink, Urinal & Toilet Stoppage
j. The Contractor shall attempt to clear all toilets and sink stoppages by use of a plunger or other device.
k. If the attempt to clear the stoppages(s) has failed the Contractor shall post an "out of order" sign on the sink, urinal. Or toilet stall door and shall immediately report the stoppage(s) to the City's Representative(s).
l. Where main sewer stoppages occur, the Contractor shall secure/lock the restroom and post an "Out of Order" sign on the restroom door and shall immediately report the stoppage(s) to the City's Representative(s).

Clean Walls, Partitions, Door Frames & Door Handles

a. The Contractor shall spot clean walls, partitions

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(including the interiors of toilet stalls and doors), door frames and door handles and remove all dirt, cobwebs, graffiti, marks, blood, feces, smears, and other foreign substances.

b. The Contractor shall ensure that water/cleaning fluids are not spilled onto floors or adjacent areas.

Clean & Disinfect Restroom Floors

a. The Contractor shall begin cleaning/disinfecting operation by sweeping floor with dust mop or broom to remove all dirt, dust, trash, particles and other debris.
b. The Contractor shall also remove all feces, blood and vomit.
c. The Contractor shall then thoroughly wet the entire floor utilizing a wet mop, mop bucket and wringer and a germicidal cleaner solution.
d. The solution must be allowed to remain on the floor for three to four minutes and shall then be agitated using a scrub brush or an abrasive pad.
e. The cleaning solution shall be removed using a well-wrung mop.
f. After being mopped, the floor shall have a uniform appearance with no streaks, film swirl marks, detergent residue, mop strings, and grout should be free of mold or other evidence of soil.
g. The Contractor shall ensure that there are no splash marks or mop steaks left in fixtures, walls, baseboards, trash receptacles, etc.

Clean Mirrors

a. The Contractor shall remove all soil, streaks, smudges, film and foreign substance, from the mirror surface and frame, using glass cleaning solution and a cloth.
b. Mirror surface shall be polished with a clean, dry cloth so that it presents a uniform, clean appearance.

Fill & Clean Paper Dispensers

a. The Contractor shall refill all paper towel. Toilet tissue and other paper dispensers to the proper fill level.
b. The Contractor shall also wipe clean the dispensers and adjacent surfaces with a germicidal cleaner to remove handprints and smudges.

Fill & Clean Soap Dispensers

a. The Contractor shall refill all soap dispensers to their proper fill level, in accordance with manufacturer's

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instructions.

b. The Contractor shall also wipe clean the dispensers and adjacent surfaces, removing any spills created during the refilling process.
c. The Contractor shall check all dispensers for proper operation and shall report inoperative devices to the City's Representative(s).

8. Clean Exterior Remove Litter
    a. The Contractor shall collect and remove all litter and debris located in the shrub bed, entrances and patio.
    b. Litter/debris shall be placed into the dumpster/container located in the exterior trash enclosure.
    c. No trash should be left on the ground around the enclosure or on top of the enclosure.
    d. The trash enclosure shall remain closed at all times.

    Sweep Entryways & Walkways
    a. The Contractor shall sweep the entryways and walkways to remove all dirt, debris, and litter.
    b. The Contractor shall ensure that sweeping operations do not pose a hazard to people using the facility.

9. Clean Bleachers Remove Litter
    a. The Contractor shall sweep and pick up any trash that is left in the bleachers.
    b. The Contractor will spot mop as needed to remove any spills, stains, debris, or foreign substances.

<u>WEEKLY SERVICES</u>

1. Clean Glass Doors, Partitions, Panels, and Windows
    a. The contractor shall spot clean glass doors, glass partitions, glass panels and windows.
    b. The glass surfaces shall be cleaned completely and dried, and shall present a uniform appearance free of all dirt, smudges, fingerprints, graffiti, streaks and foreign substances.
    c. The contractor shall dust and spot clean all window frames below 6 feet so that they are free of dust, dirt, grime, streaks, graffiti and other foreign substances.

2. Clean Walls
    a. The Contractor shall spot clean walls, including light switches to remove all dirt, cobwebs, mold, graffiti, grease, marks, stains, smears, and other foreign

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substances.

b. The Contractor shall ensure that the walls are uniformly clean, that there are no smudge spots on the wall overlaps and that water/cleaning fluids are not spilled onto floors or adjacent areas.

3. Clean Doors, Door Frames and Entrance Glass
   a. The Contractor shall spot clean doors, including door handles, and door frames to remove all dirt, cobwebs, mold, graffiti, grease marks, smears, mold, and other foreign substances.
   b. The Contractor shall ensure water/ cleaning fluids are not spilled onto floors or adjacent areas.
   c. The Contractor shall clean the interior sides of the entrance glass, entrance doors and adjacent windows.
   d. The surfaces shall be completely cleaned and dried, and shall present a uniform appearance free of all dirt, grime, smudges, streaks and foreign substances.

4. Dust Clocks, Telephones and TV's
   a. The Contractor shall dust/polish, with a treated cloth, the exterior surfaces of all clocks, telephones and TV's.
   b. These items shall be free of dust, dirt, smudges and fingerprints.

5. Dust All Furniture and Other Low Surfaces
   a. The Contractor shall dust low surfaces.
   b. These items shall be free of dust, dirt, cobwebs and other foreign substances.

6. Dust Ledges and Other High Surfaces
   a. The Contractor shall dust ledges and other high surfaces.
   b. These items shall be free of dust, dirt, cobwebs and other foreign substances.

7. Wash Walls, Partitions, Doors Frames & Door Handles
   a. The Contractor shall thoroughly and completely wash all walls, partitions (including the interiors of toilet stalls), doorframes and door handles with germicidal cleaner.
   b. The Contractor shall ensure that the walls and partitions are uniformly clean, there are no smudges, spots on the wall overlaps and that water/cleaning fluid are not spilled onto floors or adjacent areas.
   c. After washing, the walls, partitions, doorframes and door handles shall present a clean bright, shiny

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appearance.

MONTHLY SERVICES

1. Buff Floors TILE
   a. This operation shall take place after the daily cleaning operation has been completed.
   b. Excessive wax build-up shall not be present on floor, corners or baseboards.
   c. The Contractor shall take the necessary precautions, including the display of “wet floor” signs to ensure that facility user are advised of wet/slippery floors (if cleaning occurs during course of business hours).

SEMI-ANNUAL SERVICE

1. Cleaning Ceiling Vents & Lights Fixtures
   a. The Contractor shall notify the City’s Representatives(s) of burned out light bulbs and missing or damaged ceiling tiles.

2. Restrooms

   Strip and Seal Floors
   a. No wax shall be applied
   b. The floor shall be free of dirt, dust, mold, streaks, marks, stains, cleaning application residue, watermarks, cleaning equipment marks, splashing and dissolved and finished particles and other foreign substances.
   c. Walls, baseboards and other surfaces shall be clean and free of watermarks, cleaning equipment marks and splashing.
   d. The Contractor shall ensure that baseboards, tile fixtures and other equipment are not damaged, disfigured or impaired.
   e. The Contractor shall take the necessary precautions, including the display of “wet floors” signs to ensure that facility user are advised of wet/slippery floors (if cleaning occurs during course of business hours).

ANNUAL

1. Clean Glass Doors, Partitions, Panels & Windows
   a. The Contractor shall thoroughly clean Venetian blinds with a mild detergent, so that they are free of dust, grime and other foreign substances.

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2. Clean Ceiling Vents and Light Fixtures
    a. The Contractor shall clean the gymnasium vents and light fixtures to remove all dirt, particles and cobwebs.
    b. The Contractor shall notify the City's Representatives(s) of burned out light bulbs.

7. SHADOW OAK RECREATION CENTER

Working hours shall be between the hours of 10:00p.m. and 7:00a.m. Sunday-Thursday (except holidays)

DAILY SERVICE – Five (5) days a week (Except holidays)

1. Empty trash cans outside of the building, but inside the gates and waste containers, wipe clean and reline, if necessary, and remove trash to designated area.
2. Sweep all vinyl floors using the dustless method.
3. Vacuum and spot clean all carpeting.
4. Clean, disinfect and polish drinking fountain.
5. Wash splash marks from wall around drinking fountain.
6. Wash entrance doors (both sides) and polish metal.
7. Spot clean doors, door frames, and around light switches, removing all smudges.
8. Dust all furniture, file cabinets, window partition sills, ledges, etc.
9. Wash and polish all counter tops.
10. Spot clean interior windows and sills.

WEEKLY SERVICE – Once (1) a week

1. Sweep, remove black marks and buff vinyl floors.
2. Clean and disinfect ear and mouthpieces of all telephones
3. Wax executive furniture with furniture polish.
4. Spot Clean walls

SEMI-MONTHLY SERVICE – Twice (2) a month

1. Wax vinyl floors with approved applicant.

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MONTHLY SERVICE – Once (1) a month

1. Perform high dusting (i.e. door sashes and tops of partitions).
2. Clean baseboards and kick plates of dust and all marks.
3. Brush down wall and /or ceiling vents.
4. Wash windows (interior and exterior).

QUARTERLY SERVICE – once (1) every three (3) months

1. Machine strip floors.
2. Refinish and buff vinyl floors.

RESTROOM DAILY SERVICE – Five (5) days per week (except holidays)

1. Clean and wash with disinfectant bowls, urinals, and sinks and replace deodorant as required.
2. Clean and wash with disinfectant both sides of toilet seats.
3. Clean and polish all mirrors and chrome fixtures.
4. Clean and wash with disinfectant Pullman tops, partitions (undersides and tops) and doors.
5. Refill tissue, hand towel, seat cover and soap dispensers.
6. Spot clean walls (including partitions).
7. Empty and wash with disinfectant sanitary napkin containers and replace inserts.
8. Empty waste containers and wipe outside clean.
9. Sweep and mop floors with a disinfectant cleaner.

BI-WEEKLY SERVICE – Twice (2) a week

1. Pour hot water down floor drain to prevent sewer gases from escaping.
2. Pour hot water down sinks.

MONTHLY SERVICE – Once (1) a month

1. Brush and wash vents.
2. Wash area around vents.

QUARTERLY SERVICE – Once (1) every Three (3) months

1. Machine strip floors with disinfectant cleaner.
2. Refinish and buff all floors.

8. PALM VIEW RECREATION CENTER

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Working hours shall be between the hours of 8:00p.m. and 6:00a.m. Monday - Friday (except holidays)

DAILY SERVICES

1. Empty waste containers, wipe clean and reline, if necessary, and remove trash to designated area.
2. Sweep all vinyl floors using the dustless method.
3. Vacuum and spot clean all carpeting.
4. Clean, disinfect and polish drinking fountain.
5. Wash splash marks from walls around drinking fountain.
6. Wash entrance doors (both sides) and polish metal.
7. Spot clean doors, door frames, and around light switches, removing all smudges.
8. Dust all furniture, file cabinets, window partition sills, ledges, etc.
9. Wash and polish all counter tops.
10. Spot clean interior windows and sills.

WEEKLY SERVICE

1. Sweep, remove black marks and buff vinyl floors.
2. Clean and disinfect ear and mouthpieces of all telephones.
3. Wax executive furniture with furniture polish. (Shall be cleared of miscellaneous articles).
4. Spot clean walls.

SEMI-MONTHLY SERVICE

1. Sweep floors.
2. Wax vinyl floors with approved applicant.

MONTHLY SERVICE

1. Perform high dusting (i.e. door sashes and tops of partition).
2. Clean baseboards and kick plates of dust and all marks.
3. Brush down wall and/or ceiling vents.
4. Wash windows (interior and exterior).

QUARTERLY SERVICE

1. Machine strip floors.
2. Refinish and buff vinyl floors.

RESTROOM DAILY SERVICE

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1. Clean and wash with disinfectant bowls, urinals and sinks and replace deodorant as required.
2. Clean and wash with disinfectant both sides of toilet seats.
3. Clean and polish all mirrors and chrome fixtures.
4. Clean and wash with disinfectant Pullman tops, partitions (undersides and tops) and doors.
5. Refill tissue, hand towel, seat cover and soap dispensers.
6. Spot clan walls (including partitions).
7. Empty and wash with disinfectant sanitary napkin containers and replace inserts.
8. Empty waste containers and wipe outside clean.
9. Sweep and mop floors with disinfectant cleaner.

BI-WEEKLY SERVICE

1. Pour hot water down floor drain to prevent sewer gases from escaping.
2. Pour hot water down sinks.

MONTHLY SERVICE

1. Brush and wash vents.
2. Wash area around vents.

QUARTERLY SERVICE

1. Machine strip floors with disinfectant cleaner.
2. Refinish and buff all floors.

9. SENIOR CITIZENS CENTER

Working hours shall be between the hours of 10:00p.m. and 7:00a.m. Monday-Friday (except holidays)

DAILY SERVICE

1. Empty waste containers, wipe clean and reline, if necessary, and remove trash to designated area.
2. Sweep all vinyl floors using the dustless method.
3. Vacuum and spot clean all carpeting.
4. Clean, disinfect and polish drinking fountain.
5. Wash splash marks from walls around drinking fountain.
6. Wash entrance doors (both sides) and polish metal.
7. Spot clean doors, door frames, and around light switches, removing all smudges.

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8. Dust all furniture, file cabinets, window partition sills, ledges, etc.
9. Sweep and wipe down benches in breezeway
10. Wash and polish all counter tops
11. Spot clean interior windows and sills.

RESTROOM DAILY SERVICE

1. Clean and wash with disinfectant bowls, urinals, and sinks and replace deodorant as required.
2. Clean and wash with disinfectant both sides of toilet seats.
3. Clean and polish all mirrors and chrome fixtures.
4. Clean and wash with disinfectant Pullman tops, partitions (undersides and tops) and doors.
5. Refill tissue, hand towel, seat cover and soap dispensers.
6 Spot clean walls (including partitions).
7. Empty and wash with disinfectant sanitary napkin containers and replace inserts.
8. Empty waste containers and wipe outside clean.
9. Sweep and mop floors with disinfectant cleaner.

WEEKLY SERVICE

1. Sweep, remove black marks and buff vinyl floors.
2. Clean and disinfect ear and mouthpieces of all telephones.
3. Wax executive furniture with furniture polish (Shall be cleared of miscellaneous articles).
4. Spot clean walls.
5. Disinfect door handles
6. Remove cobwebs from breezeway

SEMI-MONTHLY SERVICE

1. Wax vinyl floors with approved applicant.

MONTHLY SERVICE

1. Perform high dusting (i.e. – door sashes, and tops of partitions).
2. Clean baseboards and kick plates of dust and all marks.
3. Brush down wall and/or ceiling vents.
4. Wash windows (interior and exterior).

QUARTERLY SERVICE

1. Machine strip floors.

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2. Refinish and buff vinyl floors.
3. Power wash Breezeway and all main entrances

BI-WEEKLY SERVICE

1. Pour hot water down floor drain to prevent sewer gases from escaping.
2. Pour hot water down sinks.

MONTHLY SERVICE

1. Brush and wash vents.
2. Wash area around vents.

QUARTERLY SERVICE

1. Machine strip floors with disinfectant cleaner.
2. Refinish and buff all floors.

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10. WEST COVINA SPORTSPLEX

Working hours shall be nightly after regular business hours Monday – Sunday (Except holidays)

MAIN BUILDING

DAILY SERVICES

1. Empty waste containers, wipe clean and reline, if necessary, and remove trash to designated area.
2. Sweep all vinyl floors using the dustless method.
3. Vacuum and spot clean all carpeting.
4. Clean, disinfect and polish drinking fountain.
5. Sweep all tile floors with a chemically treated dust mop.
6. Wash entrance doors (both sides) and polish metal.
7. Spot clean doors, door frames, and around light switches, removing all smudges.
8. Dust all furniture, file cabinets, window partition sills, ledges, etc.
9. Wash and polish all counter tops.
10. Spot clean interior windows and sills.
11. Clean kitchen and kitchenette daily.
12. Wipe down appliances like coffee makers, toasters, and microwaves

RESTROOM DAILY SERVICES

1. Clean and wash with disinfectant bowls, urinals, and sinks and replace deodorant as required.
2. Clean and wash with disinfectant both sides of toilet seats.
3. Clean and polish all mirrors and chrome fixtures.
4. Clean and sanitize all sinks
5. Clean and wash with disinfectant Pullman tops, partitions (undersides and tops) and doors.
6. Refill tissue, hand towel, seat cover and soap dispensers.
7. Spot clean walls (including partitions).
8. Empty and wash with disinfectant sanitary napkin containers and replace inserts.
9. Empty waste containers and wipe outside and reline, if necessary, and remove trash to designated area.
10. Sweep and mop floors with a disinfectant cleaner.
11. Wipe down walls

WEEKLY SERVICES

1. Sweep, remove black marks and buff vinyl floors.
2. Clean and disinfect ear and mouthpieces of all telephones.
3. Wax executive furniture with furniture polish. (Shall be cleared of miscellaneous articles).
4. Clean air vents weekly.

MONTHLY SERVICES

1. Perform high dusting, i.e. door sashes and tops of partition.
2. Clean baseboards and kick plates of dust and all marks.
3. Brush down wall and/or ceiling vents.
4. Wash all windows (interior and exterior).

SEMI-MONTHLY SERVICES

1. Polish all wooden interior doors.
2. Wax vinyl floors with approved applicant.

QUARTERLY SERVICES

1. Machine strip floors.
2. Refinish and buff vinyl floors.

ANNUAL SERVICE

Shampoo all carpets

RESTAURANT BUILDINGS – TWO (2) RESTAURANTS

DAILY SERVICES

1. Wipe down walls
2. Brush, scour, and clean grill
3. Clean griddle, range, flattop, and fryer
4. Wipe down other appliances like coffee makers, toasters, and microwaves
5. Clean and disinfect all prep surface areas, including cutting boards
6. Clean and soak all beverage dispenser heads at soda stations
7. Clean and sanitize all sinks
8. Wipe down surfaces of ice machine
9. Refill any soap or hand sanitizer dispensers
10. Sweep and mop all floors, including walk-ins refrigerators and storage areas
11. Empty waste containers, wipe clean and reline, if necessary, and remove trash to designated area.
12. Wipe down and sanitize down recycling bins
13. Empty and clean grease traps
14. Sweep all vinyl floors using the dustless method.
15. Vacuum and spot clean all carpeting.
16. Mop floors with a disinfectant cleaner.
17. Clean, disinfect and polish drinking fountain.
18. Wash entrance doors (both sides) and polish metal.
19. Spot clean doors, door frames, and around light switches, removing all smudges.
20. Dust all furniture, window partition sills, ledges, etc.
21. Wash and polish all counter tops.
22. Spot clean interior windows and sills.

WEEKLY SERVICES

1. Clean ovens
2. Delime faucet heads and sinks Boil out deep fryer
3. Use drain cleaner on floor drains
4. Clean and sanitize walk-in refrigerators and storage areas
5. Clean anti-fatigue mats

MONTHLY SERVICES

1. Clean behind oven, stoves, and fryers (the hotline)
2. Run cleaning and sanitizing chemicals through coffee and espresso machine
3. Burn, clean, and sanitize ice machines
4. Empty, clean, and sanitize freezers
5. Clean refrigerator coils
6. Clean and sanitize walls and ceiling
7. Clean restaurant vent hoods
8. Replace or discard any pest traps

ANNUAL SERVICE

Shampoo all carpets

RESTROOM DAILY SERVICES

1. Clean and wash with disinfectant bowls, urinals, and sinks and replace deodorant as required.
2. Clean and wash with disinfectant both sides of toilet seats.
3. Clean and polish all mirrors and chrome fixtures.
4. Clean and sanitize all sinks
5. Clean and wash with disinfectant Pullman tops, partitions (undersides and tops) and doors.
6. Refill tissue, hand towel, seat cover and soap dispensers.
7. Spot clean walls (including partitions).
8. Empty and wash with disinfectant sanitary napkin containers and replace inserts.
9. Empty waste containers and wipe outside and reline, if necessary, and remove trash to designated area.
10. Sweep and mop floors with a disinfectant cleaner.
11. Wipe down walls

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HOLIDAYS

Except for the Police Department which requires service 365 days per year and the West Covina Sportsplex requiring service during days the Sportsplex is open to the public, the City will not require janitorial service on those holidays which are observed by the City:

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Day before Christmas (Christmas Eve)
- Christmas Day

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SUPPLIES AND EQUIPMENT

The contractor shall provide all supplies: to carry out the cleaning and disinfecting operations within this contract, and shall meet the standards of the Federal Occupational Safety and Health Act and Cal OSHA. The contactor shall submit a written list of all supplies (i.e. cleaners, disinfectants, floor cleaners, polish and wax) with attached Safety Data Sheets (SDS) intended for use in the buildings for approval by the City of West Covina. Adequate quantities of properly labeled supplies (minimum of two weeks inventory) must be on-hand to perform cleaning at all times. Contractor to provide an estimated monthly usage along with an estimated monthly cost of supplies.

The City of West Covina shall furnish: paper goods, trash can liners and hand soap. These include kitchen and bathroom paper towels, plastic trash bags (assorted sizes), toilet tissue, sanitary napkins, tampons, toilet seat liners and hand soap.

The contractor shall provide all equipment: to carry out cleaning operations. The use of HEPA filter vacuums is a requirement throughout the building. Dust mops are to be cleaned and treated prior to each day's use. All equipment listed in contractor's proposal is to be for daily cleaning requirements. All equipment must be in good working order and ready for inspection. In case of equipment breakdown, forty-eight (48) hours shall be allowed for repair or replacement.

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CLEANING TERMS

BUFF:	Machine buff with proper brush or pad to maintain floor luster.
CARPET CLEANING METHOD:	Hot water carpet extractor with power head.
CLEAN:	Remove all dirt and marks with approved cleaner.
DISINFECTANT:	A germicidal cleaner for germ control.
DE-SCALING/ ACID CLEANING:	Use an approved hydrochloric acid, not exceeding 10% in solution.
DUST:	Remove all loose dirt and debris.
MACHINE STRIP:	Remove all surface dirt, stains and wax with warm water, floor cleaner or disinfectant cleaner and dry with vacuum or mop.
MOP:	Remove all surface dirt and stains with a mop and warm water containing floor cleaner or disinfectant cleaner.
POLISH:	Machine polish, or rub with dry cloth.
REFINISH:	Apply proper floor coating (wax or polish or sealer) and buff.
SWEEP:	Remove all loose dirt and litter with sweeping tool (dustless type) on smooth concrete or tiled floors, on other hard floors, use hair floor brush.
VACUUM:	Remove all surface and embedded dirt with a suction cleaner.
WASH:	Remove all dirt, stains and marks with approved cleaner, rinse and dry.
SPECIAL NEEDS:	Cleaning requests by authorized City personnel, such as, cleaning up spills and providing paper goods in restrooms.

CLEANING STANDARDS, GENERAL

The following cleaning standards shall be used on a daily basis, and during the quality assurance inspection process to assess the quality of cleaning performance per attribute in the nine major areas identified on the Quality Assurance Form.

ENTRANCES

Mats and Carpet – Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.

Glass and Metal Surfaces – Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and AC / heat registers.

Corners/Thresholds – Shall be free of dust, dried-soil, crud, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue and dried-slurry.

Floors and Cove Bases – Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures - Shall be free of dust, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

ELEVATORS

Tracks – Shall be free of dirt and debris. Tracks shall appear visibly clean. This shall include the elimination of standing water from wet cleaning procedures.

Lights – Shall be free of dust and soil and stains without causing damage. Diffusers shall remain in proper position; they shall appear streak-free, film free and uniformly clean.

Walls and Doors – Shall be free of dust, soil, spots and stains without causing damage. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. This shall include the elimination of polish residue and/or film.

Floors, Carpet and Cove Bases – Shall be free of dust, dried soil, soil, gum, spots, stains and other debris. Hard resilient floors shall have multiple coats of a slip resistant seal and

finish applied that results in a consistent high-shine. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

CORRIDORS

Floors and Cove Bases – Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures – Shall be free of dust, dried-soil and gum without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

Water Fountains – Shall be free of dust, soil, scale and water spots without causing damage. Bright work shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This shall include the elimination of film and cleaner residue.

STAIRWELLS

Rails and Walls – Shall be free of dust, dried-soil and scale without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, lint, standing water, or cleaner residue.

Steps and Landings – Shall be free of dust, dried soil, gum, stains and debris. This shall include risers and cove bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

RESTROOMS / SHOWERS / LOCKER ROOMS

Maintaining a sanitary restroom / shower / locker room environment that minimizes the possibility of cross-infection, is considered of the highest priority by the department. Sanitation levels shall be closely monitored by inspection, and approved testing methods. Health and safety code standards, Title 11, Section 1124.

Dispensers – Shall be free of dust, dried-soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.
Hardware – Shall be free of dust, soil, bacteria and scale without causing damage. Bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free

shine. This shall include the elimination of polish residue.

Sinks – Shall be free of dust, soil, bacteria, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This shall include the elimination of streaks, embedded soil, film, and water spots.

Mirrors – Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.

Toilets and Urinals – Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.

Partitions – Shall be free of dust, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.

Shower Stalls – Shall be free of dust, soil, bacteria, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, disinfected and polished-dry. Acid wash and scrub if required. This shall include the elimination of streaks, film, embedded soil, and water spots.

Waste Containers – Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

Walls and Doors – Shall be free of dust, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean/disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots; and metal kick plates, handles and push plates on doors shall also be polished-dry.

Floors and Baseboards – Shall be free of dust, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent shine. Floors and cove bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Air Vents – Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures – Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

OFFICES

Furniture and Equipment – Shall be free of dust, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.

Telephones – Shall be free of dust and soil. They shall be uniformly clean, disinfected and polished-dry.

Lamps – Shall be free of dust, dried-soil and soil without causing damage. Lamps shall appear visibly and uniformly clean. This shall include the elimination of streaks, cleaner residue and film.

Walls and Doors – Shall be free of dust, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

Waste Containers - Contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

Partitions – Shall be free of dust, soil without causing damage. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

Air Vents – Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Floors, Carpet and Baseboards – Shall be free of dust, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors, carpet and cove bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

WINDOWS

Glass – Shall be free of dust and soil without causing damage. This also applies to adjoining sills, blinds and framework. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

MISCELLANEOUS

Kitchenettes – Refrigerators, microwaves, stoves and garbage disposals shall be cleaned and disinfected, free of embedded soil and organic matter. This shall include the elimination of streaks, film and cleaner residue. Sinks shall be free of dust, soil, cleaner

residue, soap film, and water spots. This shall include the elimination of foodstuff and removing an offensive odor. Ovens will be cleaned with oven cleaner. Bright work shall be cleaned and polished.

Air Vents – Shall be free of dust and soil. This also applies to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.

Light Fixtures – Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.

JANITORIAL CLOSETS AND STOREROOM

Shelves – Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked/organized, neatly on shelves.

Janitor Carts – Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil, and organized, neatly.

Walls – Shall be free of dust, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

Utility sinks – Shall be free of dust, soil, cleaner residue, and soap film. Utility sinks shall appear visibly and uniformly clean. This shall include the elimination of streaks, embedded soil, film, and water spots. Bright work shall be cleaned, de-scaled and polished.

Floors – Shall be free of dust, dried soil, soil, gum, spots, stains and other debris. Hard resilient floors shall have multiple coats of a slip resistant seal and finish applied that results in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Report any facility issues (repairs needed) to the City of West Covina Public Works Maintenance Division (626) 939-8458.

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ATTACHMENT F

CERTIFICATE OF INSURANCE
(AS OUTLINED IN ATTACHMENT H, SECTION 5, INSURANCE)

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CERTIFICATE OF INSURANCE

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ATTACHMENT G

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ATTACHMENT H

STATEMENT OF COMPLIANCE

STATEMENT OF COMPLIANCE

The undersigned declares that the Proposal submitted to provide tree trimming and tree maintenance services, as described in, and in response to City of West Covina RFP No. _____, was prepared in strict compliance with the instructions, conditions, and terms listed in the RFP, Scope of Services and Draft Agreement, with exceptions listed below, if applicable. **At least one box for each item must be checked.**

RFP Instructions and Terms & Conditions:	☐ No Exceptions Taken	☐ Exceptions Taken
Scope of Services:	☐ No Exceptions Taken	☐ Exceptions Taken
Draft Agreement:	☐ No Exceptions Taken	☐ Exceptions Taken

If any exceptions are taken, this Statement of Compliance shall include a narrative that identifies each item to which the Proposer is taking exception or is recommending change, including the suggested re-wording of the contractual obligations or suggested change in the RFP, and identifies the reasons for submitting the proposed exception or change. When available, please reference specific line-item numbers as provided in the RFP. The City reserves the right to rule as non-responsive and reject any Proposals that are not accompanied with the required documentation as described above.

_____ _____

Signature Date

_____ _____

Printed Name and Title Name of Proposer

[Attach a separate sheet(s) detailing each exception being taken, if applicable]

ATTACHMENT I

SAMPLE AGREEMEMT

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Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

CITY OF WEST COVINA
MAINTENANCE SERVICES AGREEMENT
WITH

_____

FOR

THIS MAINTENANCE SERVICES AGREEMENT is made and entered into this __ day of _____, 20__ ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and _____, a [the state where incorporation/organization occurred] [type of organization (corporation, limited liability company, limited partnership, etc.)] ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to City to _____, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

SAMPLE

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Services attached hereto as Exhibit "A," incorporated herein by this reference.

1.2. Prevailing Wage Requirements.

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

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage

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

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

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

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

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

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be conducted by the City

SAMPLE

Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Applicable Law. Contractor shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

SAMPLE

1.5. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or mental disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's total compensation shall not exceed _____ Dollars ($ _____.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

SAMPLE

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The services shall be performed in strict compliance with the project schedule agreed to by City and Contractor, which may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. [**Optional language if extensions permitted:** Thereafter, this Agreement may be extended for a maximum of [spell out number (#)] successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.**]**

4.2. Notice of Termination. The City reserves and has the right and privilege of

canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Contractor. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Contractor, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

SAMPLE

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Contractor, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

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 authorized 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 Two Million Dollars ($2,000,000) per occurrence, Four Million Dollars ($4,000,000) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(a) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the 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 One Million Dollars ($1,000,000) combined single limit for each accident.

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

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

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

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

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

SAMPLE

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

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

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

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

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

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

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

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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

SAMPLE

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

SAMPLE

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile or by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:	IF TO CITY:
_____	City of West Covina
_____	1444 West Garvey Ave. South
_____	West Covina, CA 91790
Tel: _____	Tel: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
Attn: _____	Attn: _____

6.5. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of

any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

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

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due

SAMPLE

to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City. Contractor or Contractor's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq*.) and Government Code Sections 1090-1092. Contractor covenants that none of Contractor's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be used by Contractor as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any

SAMPLE

services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

6.14. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.14. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

SAMPLE

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not

affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.25. Taxpayer Identification Number. Contractor shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
[Name]
[Mayor or City Manager]

SAMPLE

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

_____ Date: _____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Carmelita Underwood
Director Human Resources/Risk Management

SAMPLE

AGENDA ITEM NO. 5

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: March 3, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **REVIEW OF INVESTIGATION REPORT PREPARED BY GEMELLI EMPLOYMENT LAW REGARDING CONCERNS RAISED BY COUNCILMEMBERS AT SEPTEMBER 16, 2025 COUNCIL MEETING**

RECOMMENDATION:

It is recommended that the City Council:

1. Receive and file the Confidential Investigation Report prepared by Gemelli Employment Law dated February 26, 2026;
2. Direct staff and/or outside counsel to prepare and present recommendations addressing governance structure, lines of authority, and appropriate administrative protocols within the council-manager form of government for consideration at a future duly noticed City Council meeting; and
3. If the City Council wishes to consider any formal action in response to the Investigation Report, direct staff to agendize such action for consideration at a future duly noticed City Council meeting.

BACKGROUND:

The City of West Covina operates as a general law city under the council-manager form of government. Under this structure, the City Council serves as the legislative body responsible for establishing municipal policy, adopting ordinances and resolutions, approving the budget, and setting overall strategic direction. The City Manager serves as the City's chief administrative officer and is responsible for the day-to-day administration of City operations and the supervision of City staff.

On September 16, 2025, during a duly noticed City Council meeting, concerns were raised by members of the City Council regarding alleged unprofessional conduct among certain Councilmembers. Rather than proceed with a motion to censure at that time, the City Council voted unanimously to retain an independent third-party investigator to review the concerns raised. The City Council also voted unanimously to pre-waive the confidentiality of the investigation report and make the report public.

On September 22, 2025, the City Council retained Gemelli Employment Law to conduct an independent investigation into:

- Concerns raised by Mayor Letty Lopez-Viado and Councilmember Tony Wu regarding Councilmember Brian Gutierrez;
- Concerns raised by Councilmember Brian Gutierrez regarding Mayor Lopez-Viado and Councilmember Wu; and
- Concerns raised by Councilmember Gutierrez alleging he was treated unfairly because of his

disability.

The resulting Confidential Investigation Report is dated February 26, 2026.

SCOPE OF REVIEW:
The investigator was retained to conduct an independent review of the concerns raised by Councilmembers regarding one another's conduct in connection with City business.

The investigator states that she made factual findings only and did not render legal conclusions. The investigator further states that she analyzed the allegations under a "preponderance of the evidence" standard, meaning she determined whether it was more likely than not that the alleged conduct occurred.

The Report expressly states that the investigation "only pertains to the Councilmembers' concerns about each other." The Report further notes that although other City employees have raised concerns regarding their interactions with Councilmember Gutierrez, those concerns are "subject to a separate investigation and outside the scope of this investigation."

Accordingly, the findings contained in the February 26, 2026 Report are limited to the inter-Councilmember concerns described above and do not address any separate employee-related matters.

INVESTIGATIVE PROCESS:
The Report reflects that the investigator conducted 13 interviews of 9 witnesses. Those interviewed included all five City Councilmembers, the Acting City Manager, and three City employees.

The investigator states that interviews were conducted both in person and via videoconference. Witnesses were advised that the matter was confidential and that policies prohibiting retaliation for participating in an investigation applied. All witnesses consented to recorded interviews except for Councilmember Gutierrez.

The Report reflects that the investigator reviewed recorded City Council meetings from June 2025 through January 2026 and reviewed numerous documents identified in the appendix to the Report, including correspondence, cease-and-desist letters, public records requests, Fair Political Practices Commission communications, and related materials.

With respect to scheduling and participation, the Report reflects that the investigator initially attempted to meet with Councilmember Gutierrez multiple times in October and November 2025. The Report states that on October 21, 2025, Councilmember Gutierrez indicated he would not participate in an investigation that "could interfere with or obstruct active criminal investigations."

The Report further states that after being advised that the investigation would not impede potential criminal investigations, Councilmember Gutierrez requested a disability-related accommodation in connection with the interview process, including advance identification of general topics.

The Report reflects that on November 8, 2025, Councilmember Gutierrez issued written communication directing that the investigation cease and indicating that further action could subject the investigator to legal action and an administrative complaint. The Report states that the investigator subsequently sought and obtained confirmation from the Los Angeles County District Attorney's Office that proceeding with the independent investigation would not interfere with any active criminal investigation.

The Report reflects that on November 25, 2025, Councilmember Gutierrez agreed to be interviewed but did not consent to the interview being recorded. The interview proceeded without recording.

The Report further notes that certain employee witnesses are identified as "Employee A," "Employee B,"

and “Employee C.” The investigator states that the names of those employees were withheld “due to employees’ concerns of ‘retaliation.’” The Report attributes that concern to the employees themselves and does not make an independent finding regarding retaliation in connection with the decision to withhold names.

SUMMARY OF FINDINGS:
The Report includes the following findings:

1. Complaints Regarding Councilmember Brian Gutierrez.
    - The investigator found that Councilmember Gutierrez engaged in unprofessional conduct that others reasonably perceived as intimidating and retaliatory. The finding was identified as “Sustained.”
2. Complaints Regarding Mayor Letty Lopez-Viado.
    - The investigator found that Mayor Lopez-Viado did not engage in unprofessional conduct that could reasonably be perceived as intimidating or retaliatory. The finding was identified as “Not Sustained.”
3. Complaints Regarding Councilmember Tony Wu.
    - The investigator found that Councilmember Wu made unprofessional comments on two occasions but did not find that his conduct could reasonably be perceived as intimidating or retaliatory. The finding was identified as “Partially Sustained.”
4. Disability-Related Concerns Raised by Councilmember Gutierrez.
    - The investigator found that Councilmember Gutierrez was not treated unfairly because of his disability. The finding was identified as “Not Sustained.”

The Report concludes that these findings were based on the totality of the evidence gathered during the investigation.

DISCUSSION:
The purpose of this agenda item is limited to formal receipt and filing of the Investigation Report.

The City Council retains its authority under applicable law to consider and take lawful action, if any, based on the contents of the Investigation Report. However, any formal governance-based measure, including but not limited to corrective measures, limitations, censure, referral, or other action, must be separately agendized and considered in compliance with the Brown Act and other applicable legal requirements.

The Council may also determine that additional clarification of governance structure and administrative lines of authority would assist in maintaining orderly and effective operations. Under the council-manager form of government, administrative authority flows from the City Council collectively to the City Manager, and from the City Manager to department heads and staff. Individual Councilmembers do not possess independent authority to direct staff.

LEGAL REVIEW:
The City Attorney's Office has reviewed this staff report as to form.

Prepared by: Kathryn B. Box, Outside Counsel, Buchalter LLP

Fiscal Impact

FISCAL IMPACT:

The cost of the independent investigation was incurred pursuant to the City Council's September 2025 authorization. Preparation of a governance memorandum and any future agendized action may involve additional administrative or legal resources, which will be presented to the City Council as appropriate.

Attachments

Attachment No. 1 - Confidential Investigation Report

GEMELLI
EMPLOYMENT LAW

CONFIDENTIAL INVESTIGATION REPORT

City of West Covina
Concerns raised by Councilmembers
February 26, 2026

Gemelli Employment Law
Kelly D. Gemelli, CA State Bar 209794
Attorney-Client Privileged

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I. Introduction

On September 22, 2025, the City of West Covina City Council retained Gemelli Employment Law to conduct an independent investigation into concerns raised by Mayor Letty Lopez-Viado (Lopez-Viado) and Councilmember Tony Wu (Wu) about Councilmember Brian Gutierrez (Gutierrez), and Gutierrez's concerns about Mayor Lopez-Viado and Councilmember Wu.

By way of background, at the September 16, 2025 City Council Meeting, Lopez-Viado sought to "censure" Gutierrez for engaging in "harassing" and "retaliatory" behavior, which she said was an "attempt to silence her." **Attachment 1.** Rather than vote to censure Gutierrez, the Councilmembers voted 5-0 to hire an external third-party investigator to investigate the concerns that were raised.[1] These complaints included the following:

- **Complaints against Gutierrez**: Lopez-Viado said Gutierrez engaged in a pattern of "harassing" and "retaliatory" behavior after he accused her of "doing shady things," and then tried to "intimidate" her by serving her with a cease-and-desist letter at her home. **Attachment 1.** In addition**,** Wu also sent Gutierrez an email on August 18, 2025 telling Gutierrez to "stop fabricating lies to harass and threaten him." **Attachment 2.**

- **Complaints against Lopez-Viado**: On September 3, 2025, Gutierrez sent an email to Lopez-Viado and Human Resources, "demanding Lopez-Viado cease-and-desist from further yelling, intimidation or retaliation." **Attachment 3.** Gutierrez reported the proposed censure by Lopez-Viado was "retaliatory" because Gutierrez questioned Lopez-Viado and Wu about their ties to non-profits, as well their use of city funds to pay for non-profit events. **Attachment 4**.

- **Complaints against Wu.** On August 17, 2025, Gutierrez filed a complaint with Human Resources alleging Wu engaged in "workplace violence," "harassment, and "retaliation." **Attachment 5**.

- **Gutierrez's Disability Concerns**. During the course of the investigation, Gutierrez also raised concerns that he was being "treated unfairly because of his disability."

This Confidential Investigative Report (Report) summarizes relevant evidence and provides factual and policy findings regarding the allegations.

II. Summary of Findings

This section summarizes the findings for the convenience of the reader. The remainder of the Report details the evidence and analyses supporting each finding. In this Report, I make factual findings only. I utilize a legal analysis in reaching the factual determinations contained in this Report.

The factual findings were made after carefully analyzing the evidence gathered and the documents provided. In evaluating the evidence, many factors were considered, including individuals' possible bias

[1] Although Wu's motion was to investigate "everything," this investigation only pertains to the Councilmembers' concerns about each other. Although other City employees have also raised concerns about their interactions with Councilmember Gutierrez, those concerns are subject to a separate investigation and outside the scope of this investigation.

or motivation to lie, the ability of witnesses to recall information, the documents provided, the specificity of the information provided, whether statements were consistent with prior statements (if applicable), and with statements provided by other witnesses, as well as the inherent plausibility of the statements provided.

I analyzed the allegations pursuant to a "preponderance of the evidence standard," which means I have reached conclusions as to whether the alleged events are more likely than not to have occurred.

- **Complaints about Councilmember Brian Gutierrez**. Gutierrez engaged in unprofessional conduct that others reasonably perceived as "intimidating" and "retaliatory." **Sustained.**
- **Complaints about Mayor Letty Lopez- Viado.** Lopez-Viado engaged in unprofessional conduct that others reasonably perceived as "intimidating" or "retaliatory." **Not Sustained.**
- **Complaints about Councilmember Tony Wu.** Wu engaged in unprofessional conduct that others reasonably perceived as "intimidating" or "retaliatory." **Partially Sustained**.
- **Gutierrez's Disability Concerns:** Gutierrez was "targeted" and treated unfairly because of his disability. **Not Sustained.**

III. Investigative Methodology

Throughout the course of the investigation, the City of West Covina provided me with unfettered access to the witnesses and documents I requested. During the investigation, I conducted 13 interviews of 9 witnesses. The interviews were conducted via Zoom and in person. The individuals interviewed include the following, listed alphabetically:

1. Cantos, Ollie (Councilmember)
2. Diaz, Rosario (Councilmember)
3. Gutierrez, Brian (Councilmember) [2]
4. Lopez-Viado, Letty (Councilmember)
5. Mrakich, Milan (Acting City Manager)
6. Wu, Tony (Councilmember)
7. Employee A [3]
8. Employee B
9. Employee C

[2] The Investigator attempted to meet with Gutierrez multiple times in October and November 2025. On October, 21, 2025, Gutierrez said he would not participate in an investigation that "could interfere with or obstruct active criminal investigations." **Attachment 6.** After being told this investigation would not impede on potential criminal investigations, Gutierrez requested an accommodation for his disability. He asked to be provided the interview questions, in writing. The Investigator provided general topics of questions to Gutierrez. On November 8, 2025, Gutierrez issued an "immediate directive" to the City of West Covina to stop the investigation, including notice to the Investigator that any further action could subject the Investigator "to legal action and an administrative complaint." **Attachment 7**. In an ongoing effort to encourage Gutierrez's participation, the Investigator requested and obtained clearance from the Los Angeles District Attorney's office to proceed with an independent investigation. **Attachment 8**. On November 25, 2025, Gutierrez agreed to be interviewed but for "safety" and "confidentiality" reasons, he did not consent to being recorded. **Attachment 9**.

[3] Due to employees' concerns of "retaliation," employees' names have been withheld.

At the beginning of each interview, I provided my standard investigation admonitions whereby I explained my role in the investigation process. I advised the interviewees that this is a confidential personnel matter and that they were subject to policies prohibiting retaliation for either bringing a claim or participating in an investigation. Witness statements were recorded.[4] I have drawn the conclusions in this Report from the totality of the evidence and a thorough analysis of all the facts, and where necessary, I made credibility determinations.[5]

Quotations in this Report are not verbatim recitations of witness statements. Quotations are cited as accurately as possible from typewritten notes taken contemporaneously during the interview. In this Report, I make factual findings only.[6]

In addition to conducting witness interviews, I reviewed recorded City Council meetings from June 2025 to January 2026, as well as hundreds of documents provided by the City of West Covina and the interviewees.

IV. Factual Background

The following facts provide relevant background and context to the Councilmembers' concerns. Please see the Appendix for the investigative methodology, including the list of relevant documents.

A. City of West Covina City Council

The City Council is comprised of five City Councilmembers. Councilmembers are elected to overlapping terms of four years. Each year the City Council selects one member to serve as Mayor. The City Council is the legislative body responsible for the overall policies and direction of the City. They are the citizens' representatives in local government. Mayor Letty Lopez Viado represents District 2. Mayor Pro Tem Ollie Cantos represents District 4. Rosario Diaz represents District 3. Brian Gutierrez represents District 1. Tony Wu, who served as Mayor in 2025, represents District 5.[7]

B. The Parties

Mayor Letty Lopez-Viado. Mayor Letty Lopez Viado was initially elected to represent District 2 in 2018. She was re-elected in 2022. She served as Mayor in 2021. In December 2025, she was again sworn in as Mayor. Lopez-Viado is the second longest serving Councilmember on the Council.

Councilmember Tony Wu. Wu was elected to represent District 5 in 2015. In 2018 and again in 2022, he was re-elected. During his time on the Council, Wu served as Mayor in 2020, and again in 2025. He is the longest serving Councilmember on the Council.

Councilmember Brian Gutierrez. Gutierrez began as a Planning Commissioner, appointed by Lopez-Viado in January 2021. He stayed in this role until he was elected a Councilmember in December 2024, representing District 1. He is the newest Councilmember on the Council.

[4] All witnesses consented to having their interviews recorded except for Councilmember Gutierrez.
[5] I considered and gave appropriate weight to information that might be considered hearsay in legal proceedings.
[6] Although I utilize a legal analysis in reaching the factual determinations in this Report, I do not reach legal determinations.
[7] https://www.westcovina.gov/172/Mayor-City-Council

C. Requested Resolution

I asked the parties how they would like this matter resolved. I advised them that this question was for informational purposes only, and no resolution was guaranteed. Lopez-Viado said she wanted the public to know the full truth. She also wanted Gutierrez to "stop threatening and intimidating the Councilmembers, the staff, and the public." She wanted Gutierrez's "abuse of power to end." She also said she wanted Gutierrez to "apologize for creating a false narrative that she and others on the City Council are engaged in wronging."

Wu said he also wanted the public to know the truth. Wu said he wanted Gutierrez to stop making allegations without factual support.

Gutierrez said he was hopeful people will speak the truth, although he believed there is a "strong fear of retribution." He believed criminal investigations will result in "search warrants and subpoenas." He was hopeful this "will give City staff confidence to disclose information."

D. Timeline

For the reader's convenience, this section sets forth an at-a-glance timeline of key events related to this Investigative Report.

Date	Event
June 4, 2025	Gutierrez sent an email to city staff. In response, Wu told Gutierrez to "refrain from using threatening language toward our city staff."
June 17, 2025	Gutierrez requested an audit into the City's partnership with the Chinese American Association of West Covina (CAAWC).
August 8, 2025	Gutierrez and Wu had a verbal altercation at the Film-It Festival.
August 17, 2025	Gutierrez filed a complaint with Human Resources alleging Wu engaged in workplace violence, harassment and retaliation.
August 18, 2025	Wu emailed Gutierrez telling Gutierrez to "stop fabricating lies to harass and threaten him."
September 2, 2025	CAAWC presented financial information at the City Council Meeting. Lopez-Viado raised concerns about the amount of city resources spent on December 2023 toy drive, planned by Gutierrez and Lopez-Viado.
September 3, 2025	Gutierrez sent a cease-and-desist letter to Lopez-Viado for making inflammatory statements and harassing him. Later that day, Gutierrez had Lopez-Viado personally served at her personal residence.
September 3, 2025	Lopez-Viado confronted Gutierrez as to why he personally served her at her home.
September 16, 2025	Lopez-Viado sought to censure Guiterrez for engaging in harassing and retaliatory behavior.

V. Concerns Raised

A. Unprofessional Conduct by Gutierrez

Lopez-Viado and Wu alleged Gutierrez engaged in a pattern of behavior which became "increasingly intolerable" over the past year. Lopez-Viado said Gutierrez "targeted" her because she questioned his connection to the non-profit, the Humilde Group. Wu said Gutierrez became angry with him because he

told Gutierrez to stop threatening City staff. Gutierrez denied he engaged in inappropriate behavior or "targeted" either Lopez-Viado or Wu. Lopez-Viado's, Wu's, and Gutierrez's accounts of these matters, along with other witnesses' relevant perspectives, are discussed below.

1. Lopez-Viado's Complaint

At the September 16, 2025 City Council meeting, Lopez-Viado displayed a PowerPoint in which she alleged Gutierrez engaged in unprofessional conduct which she described as "hostile, harassing and toxic." **Attachment 1.** Lopez-Viado said since Gutierrez was elected, the City Council work environment has steadily declined. Lopez-Viado said staff morale is at an all-time low and staff have filed complaints or resigned because of their interactions with Gutierrez.[8]

Lopez-Viado explained when Gutierrez was elected in 2024, she initially had a good working relationship with him. In June 2025, Lopez-Viado said Wu told Gutierrez to stop threatening City staff. **Attachment 10.** In response, Gutierrez raised concerns about the City's partnership with the Chinese American Association of West Covina (CAAWC). Lopez-Viado said she and other Councilmembers asked why they should only focus on the CAAWC. The Council agreed if they were going to investigate the City's relationship with one non-profit, they should look at the City's relationship with all non-profits.

Subsequently, at the September 2, 2025 City Council meeting, when the CAAWC appeared in front of the City Council to present their financials, Lopez-Viado said Gutierrez "attacked" the representatives from the CAAWC. Gutierrez accused Wu and his wife, who serves on the Board of CAAWC, of benefiting financially from the City's partnership with the CAAWC. Lopez-Viado said Gutierrez also alleged "she was doing shady things" with the non-profit, Film-It, of which she previously served as President. Lopez-Viado expressed frustration that Gutierrez made these broad allegations of criminal activity without factual support.

Thereafter, the City sent a request for financial information to several non-profits, including the CAAWC and Film-It. Lopez-Viado said Film-It was only provided a few days to respond to the request, and the deadline fell in the middle of the student-run film festival. Lopez-Viado said she was frustrated with how the audit request was presented, and the expectation that the non-profit respond with only a few days' notice.

During the September 2, 2025 Council meeting, Lopez-Viado questioned Gutierrez about his relationship with one of the sponsors of the December 2023 toy giveaway, the Humilde Group. Lopez-Viado said the City expended significant resources in coordinating that event, yet no audit requests were sent to the Humilde Group. Lopez-Viado said when she questioned Gutierrez about his ties to the Humilde Group, he became "defensive and got very angry" and denied involvement in planning the event. [9]

The following morning, September 3, 2025, at 9:00 a.m., Gutierrez emailed Lopez-Viado a "cease-and-desist" letter and told her to stop making "false and defamatory statements about him." **Attachment 12.** Gutierrez insinuated she "misused public funds".

Lopez-Viado requested a meeting with the City Attorney and the Acting City Manager, Milan Mrakich (Mrakich). After the meeting finished, Lopez-Viado said her husband called her, upset, and told her that

[8] Staff members' concerns about their interactions with Gutierrez are outside the scope of this investigation.
[9] Lopez-Viado produced the Press Release from the Toy Giveaway to confirm Gutierrez collaborated with Lopez-Viado to host the event. **Attachment 11.**

"some guy just showed up at their home to serve them with papers." Lopez-Viado said this scared her young daughter. It was the same cease-and-desist letter that Gutierrez emailed her earlier that morning. Lopez-Viado said this was unacceptable as there was no reason for sending a process server to her private residence. She explained Gutierrez had sent someone to her house the year before and she had previously explained to him why it is not ok to use her personal residence for work-related matters. Lopez-Viado explained she is extremely protective of her family and home and that they "are off-limits."

Subsequently, Lopez-Viado contacted the process-server who confirmed he provided Gutierrez the video of himself serving Lopez-Viado's husband. Lopez-Viado said the video, which contained her husband's name and photograph, was then "leaked" to West Covina's social media forum. Lopez-Viado said it had to be Gutierrez who leaked the video. She believed this was another "tactic of intimidation." Since the matter related to City business, Lopez-Viado said the proper protocol was to serve documents to City Hall, not to a Councilmember's private residence.

Upon receiving the call from her husband informing her of the process server at their home residence at around 2:50 p.m., Lopez-Viado immediately went to the Acting City Manager, Mrakich's office. She knew Gutierrez was in Mrakich's office. She said she knocked on the door before she opened it. Gutierrez was sitting down. She told him she wanted him to stop harassing her. While she said she raised her voice, she said she neither threatened Gutierrez, nor did she act in an intimidating manner.

Later that afternoon, Lopez-Viado said Gutierrez sent her another email telling her to "cease-and-desist from any further yelling, intimidating or retaliation" against him. **Attachment 3.** She believed Gutierrez forwarded the email to the Federal Bureau of Investigations, the Department of Justice, and the District Attorney.

On September 10, 2025, Lopez-Viado was also notified that Gutierrez filed a complaint against her with the Fair Political Practices Commission (FPPC), alleging she benefited financially from her ties to the non-profit, Film-It. **Attachment 13.** Lopez-Viado explained that while she helped launch the non-profit, over the years it has become 100% student-run. She continues to serve as a board member in an advisory capacity only. She said she has no financial interest, receives no compensation, and has never accepted any gifts or benefits from Film-It. Lopez-Viado said the complaint was unfounded, politically motivated, and she believes it was filed in "retaliation" for her public comments questioning Gutierrez's ties to the Humilde Group.[10]

Lopez-Viado said Gutierrez has also filed FPPC complaints against fellow Councilmembers, Wu and Rosario Diaz (Diaz).

Finally, Lopez- Viado said after she requested a censure of Gutierrez, he filed a lawsuit against the City of West Covina as a "John Doe" to try and stop the special censure meeting. **Attachment 14.** Lopez-Viado said Gutierrez's numerous legal actions have cost the City of West Covina significant resources, including staff time and attorneys' fees.

[10] Lopez-Viado understands that Gutierrez also filed complaints with the Internal Revenue Service and the California Attorney General's Registry of Charitable Trusts based on his belief that the non-profits tied to Wu and Lopez-Viado filed false financial documents.

2. Wu's Complaint

Councilmember Wu explained since Councilmember Gutierrez was elected to the City Council, City Council meetings have "become more hostile." Gutierrez began sending threatening "cease-and-desist" letters to City staff. In response, on June 4, 2025, Wu emailed Gutierrez to stop threatening City employees and treat everyone with respect. **Attachment 10**.

After Wu told Gutierrez on June 4, 2025, to stop making threats, Gutierrez started to question Wu's ties to the Chinese American Association of West Covina (CAAWC). Wu understood Gutierrez filed an 89-page Fair Political Practices Commission (FPPC) Complaint against him. Wu said to date, he has not been informed of a FPPC violation. He believes the prior FPPC Complaints were dismissed. **Attachment 15.** Wu is aware that Gutierrez also filed FPPC complaints against Lopez-Viado and Diaz.

At the September 2, 2025 City Council meeting, when the CAAWC presented financial information, Wu said Gutierrez "attacked" the CAAWC and accused them of wrongdoing. Wu believed Gutierrez did so because Wu's wife sits on the Board of the CAAWC. Wu said Gutierrez has accused him of having a "conflict of interest" but Wu said neither he, nor his wife, have received compensation from the CAAWC.

Wu explained when Gutierrez sends "threatening emails," it is "very difficult to work together." He said it does not appear that Gutierrez is able to control his anger. Wu said numerous staff have quit because they do not want to work with Gutierrez.

Wu denied that he "controls" the way the City Councilmembers vote. Wu said that this allegation is also false. Wu said each Councilmember has their own independent thinking. Each Councilmember votes for what they think is right. Wu said Gutierrez makes false allegations without any support. Wu believed Gutierrez "made up" numerous allegations about Wu's connection to the CAAWC.

Wu understands Gutierrez filed complaints about him with the FBI, the Sherriff's office, the District Attorney's office, and other regulatory bodies. He believed Gutierrez also filed similar complaints against Lopez-Viado, along with many others, including the City Attorney, and the City's outside counsel. Wu said Gutierrez threatened to report both attorneys to the State Bar of California for ethical violations and conflicts of interest. Wu said he was unaware that either attorney committed ethical violations or had conflicts of interest.

Wu said Gutierrez cannot get along with anyone. Gutierrez "makes wild accusations without any proof against anyone who disagrees with him." He does not believe Gutierrez acts in good faith, as he constantly tries to "burn down the village." He said Gutierrez's approach "has no benefit to the community of West Covina."

Wu explained anytime the City and a non-profit partner host a City event, Gutierrez makes accusations and says the non-profit "should pay for everything." Wu explained if the City did not host events, or pay employees to staff the events, the City would not be able to have community events. Wu explained City-hosted events "bring people together and help build the community."

3. Witness Perspectives

Councilmember Ollie Cantos. Cantos was sworn into office in December 2022 and represents District 4. Cantos said Gutierrez's conduct over the past year has been "problematic." From his perspective, Gutierrez has a "pattern of going against anyone who either opposes him or who he sees as a threat." Cantos said Gutierrez "tries to connect the dots by drawing conclusions" about people.

Gutierrez's pattern has been to file complaints against his fellow Councilmembers, either overtly or anonymously. Cantos said he was aware that Gutierrez filed FPPC complaints against fellow Councilmembers Wu, Diaz and Lopez-Viado. He said Gutierrez also filed a complaint with the Sherriff's department against Wu for an incident that occurred during the Film-It Festival in August 2025.

Cantos said Gutierrez sends "threatening emails to staff," has "micromanaged staff" and created a "very difficult situation." Gutierrez's behavior "never stops." Further, he said that Gutierrez "tries to be the crusader to get media attention." Since joining the City Council, Cantos said Gutierrez has "destroyed any relationship with every other member of the City Council." Gutierrez's ability to be effective has been "sabotaged" by the way he treats others.

Although Cantos said he has had disagreements with the other Councilmembers, he explained they still treat each other with respect. Cantos said Gutierrez "weaponizes everything." Cantos is afraid what Gutierrez will do when he learns what has been reported in this investigation. Cantos explained it is a "very difficult situation to be in."

Cantos also said, "while Gutierrez's heart may be in the right place, he poisons relationships." When things do not go his way, Gutierrez "goes after people." Gutierrez frequently points to "transparency and accountability but does not play by the same rules." Cantos compared the current City Council environment to a "circus." Cantos heard there have been 12 internal staff members who have raised concerns about Gutierrez. He said there is an "unprecedented level of discontent."

From Cantos' perspective, Gutierrez frequently obtains information from City staff to play "gotcha." If City staff provide Gutierrez information, Cantos requested that all Councilmembers be provided the same information. He said this would help ensure everyone is prepared when Gutierrez raises a new issue. Cantos said when only Gutierrez has the information, it creates an "environment of mistrust."

In addition, Cantos said Gutierrez "badmouths everyone." Cantos does not believe that Gutierrez acts with honesty or integrity. Gutierrez "ties things to conspiracies that do not exist." Based on the misinformation spread by Gutierrez, he is afraid that the public thinks the Councilmembers and staff are "corrupt," even though he has seen no evidence to support Gutierrez's allegations.

***Personal service of Lopez-Viado at her Personal Residence*.** Regarding Gutierrez's decision to personally serve Lopez-Viado at her house, Cantos said he believed this was "an intimidation tactic." Cantos said Gutierrez could have emailed or delivered the cease-and-desist letter to Lopez-Viado at City Hall. Although Cantos said he saw the footage of the process server at Lopez-Viado's private residence and the service "appeared to be done in a friendly manner," Cantos said he has never seen public officials served at their private residences. Further, Cantos believed Gutierrez obtained the video footage from the process server and made it public, which he also found concerning.

Councilmember Rosario Diaz. Diaz was elected to the City Council to represent District 3 in 2020 and again in 2024. Diaz explained since Gutierrez joined the City Council in 2024, the work environment "is the worst ever." She said Gutierrez sent numerous "harsh and disrespectful emails" to staff members. Diaz saw these emails because Gutierrez initially cc'd the entire City Council. Diaz explained that Wu was the Mayor in 2024. Diaz recalled Wu told Gutierrez to "calm down" and that he could not speak to City employees in a disrespectful manner. Diaz heard there have been up to 12 staff members or contractors who lodged complaints about Gutierrez.

From her perspective, the conflict amongst the Councilmembers started after Gutierrez accused Wu of "doing something inappropriate" in relation to the CAAWC-sponsored Moon Festival. Gutierrez initially was only focused on CAAWC. During a Council meeting, Diaz said if the Council wanted to obtain financial information from one non-profit, they should obtain information from all the non-profits who

partner with the City to host events. Subsequently, at the September 2, 2025 City Council meeting, the CAAWC presented a PowerPoint that contained their financial information. Diaz said Gutierrez "attacked" the representatives from CAAWC in a disrespectful manner.

Personal service of Lopez-Viado at her Personal Residence. During the September 2, 2025 Council meeting, Diaz said Lopez-Viado made a comment about Gutierrez's connection to the toy giveaway. She said Gutierrez became very upset. The following day, Gutierrez sent Lopez-Viado a cease-and-desist email and had Lopez-Viado personally served at her home.

Diaz thought the process server was an "intimidation" tactic. She explained Gutierrez also tried to "intimidate" her. Diaz explained on August 19, 2025, Gutierrez allegedly heard Diaz no longer liked him. In response, on August 20, 2025, Gutierrez emailed Diaz a "cease-and-desist letter," and threatened to sue her personally." **Attachment 16.**

In addition, on or about September 3, 2025, Gutierrez filed a Fair Political Practices Complaint against her for a gift that Gutierrez gave her in 2023. Diaz explained she does not trust Gutierrez. She and her husband used to be friends with Gutierrez. In September 2023, Gutierrez told Diaz's husband he wanted to pay for floral arrangements for Diaz's 60th birthday party. Gutierrez provided her husband a check to cover the cost of the flowers. Diaz said she provided text messages from Gutierrez to her husband wherein Gutierrez acknowledged he wanted to buy the flowers as their friend. **Attachment 17**. The FPPC issued a ruling that she was exonerated. However, Gutierrez submitted additional information and requested the FPPC reconsider the complaint.

Diaz said Gutierrez's "pattern is to respond in a threatening way and file complaints." She said she does not understand why he continues to act in this manner. She said he has the attitude of "I'm going to get you." Gutierrez "absolutely stirs the pot." Gutierrez is "destroying their City." City staff are afraid of him and that they "walk on eggshells around him." Diaz acknowledged that she tries to stay away from Gutierrez because "if you go against him, he will target you and try to take you down."

Acting City Manager, Milan Mrakich. Mrakich explained he has worked for the City of West Covina for over six years. He was initially hired as a Code Enforcement Manager and then promoted to Public Safety Director. In May 2025, when there was a vacancy in the City Manager position, Mrakich was appointed to Acting City Manager. From his perspective, the existing conflict amongst the Councilmembers stemmed from Gutierrez's allegations about Wu's involvement in the CAAWC.

Gutierrez claimed Wu and his wife personally benefited from the Moon Festival. Gutierrez then focused on Lopez-Viado and her ties to the non-profit Film-It. Gutierrez also alleged Lopez-Viado had a conflict of interest and personally benefited from her relationship to Film-It. Mrakich explained his background has consisted of "doing investigations and looking at the facts to prove a violation has occurred." Mrakich said he "has seen nothing of concern" and no evidence to support Gutierrez's allegations that either Wu or Lopez-Viado personally benefited from these events. If he had, Mrakich said he would have reported it to an outside agency. Mrakich said he believes Gutierrez's allegations "are based on speculation."

Further, since he took over as the Acting City Manager in 2025, Mrakich has no knowledge that Wu gave direction or influenced how City resources were spent in planning the Moon Festival. Mrakich explained after Gutierrez raised concerns about the non-profits, he, his staff and the City Attorney made an internal decision to send requests for financial information to the three non-profits that signed Memorandum of Understandings (MOUs) with the City.

Mrakich understood the MOUs were drafted or approved by the City Attorney and identified the parties' responsibilities. In response to the requests for financial information, all three non-profits provided

responsive information, although CAAWC's financial information was provided via a PowerPoint presentation. Gutierrez did not believe the responses of CAAWC or Film-It were detailed enough.

Mrakich explained that while Councilmembers approve the budget for community events, they are not involved in the day- to-day planning of the events. Mrakich explained his job includes scheduling staff to work City events. Staffing decisions are based on the information provided to Mrakich by the police chief, the fire chief, and the public safety manager.

In 2025, the CAAWC withdrew from partnering with the City for the Moon Festival, likely due to the negative publicity created by Gutierrez. Since the City was going to be solely responsible for the event, and to prevent the City from spending significant financial resources, Mrakich decided it was in the City's best interests to move the 2025 Moon Festival and reduce it from a two-day festival to a one-day festival. Although Mrakich said he heard from another employee that Wu threatened to fire him if he moved or cancelled the Moon Festival, Mrakich said Wu never threatened his job. Further, Mrakich said he was never fearful that Wu would terminate him.

Mrakich said he is aware that Gutierrez filed multiple complaints with the Federal Bureau of Investigations (FBI), the Los Angeles District Attorney's office, the FPPC, as well as other regulatory agencies, but to date, he has not seen "anything that raises concerns to him." Further, Mrakich is not aware of any policy or procedure that prohibits Councilmembers from participating in non-profits. He explained that most Councilmembers have some involvement in community non-profits. He does not think it is reasonable to require Councilmembers to give up their involvement in non-profits when they run for City Council.

Personal service of Lopez-Viado at her Personal Residence. Mrakich said Lopez-Viado felt Gutierrez "harassed" her after he sent a process server to her home. He understood Gutierrez hired a process server to personally serve Lopez-Viado a cease-and-desist letter at her personal residence. Mrakich said he was unclear why the letter had to be personally served at her home. The letter could have been handed to her. Mrakich said it is "pretty common for Gutierrez to threaten legal action when he feels threatened." Mrakich said he does not understand why Gutierrez feels threatened but if anything is not to his liking, he will report it to a regulatory body, all the while costing taxpayers money on his 101 allegations."

Mrakich said while Gutierrez is smart at times, with strong intellectual and research abilities, his social interactions and the information he conveys is problematic. He said, "Gutierrez relies on Chat GPT to put his thoughts into words." Mrakich said when Gutierrez "makes allegations without factual support," it causes "unnecessary conflict." He said this makes the City look unprofessional and tarnishes the City's reputation.

Mrakich said he never told Gutierrez or anyone else that he is "fearful of retaliation if he tells the truth." Mrakich said Gutierrez, "has burned every bridge, is overbearing and if he does not get his way, he throws a tantrum and reverts to acting like a child." Mrakich said despite trying, he cannot get Gutierrez off the idea that "everyone is out to get him or that he needs to report everything."

During Mrakich's follow up interview, Mrakich said he has had to remind Gutierrez that the City Council voted 5-0 that all matters of council concern should be directed to Mrakich, not to his staff. **Attachment 18.** Despite this, Gutierrez continued to assert that he will not stop sending emails or contacting City staff, even if the City Council or City Manager direct him not to do so. **Attachment 19.**

Recently, a member of the public shared feedback with Gutierrez and the other Councilmembers about Gutierrez's "inappropriate" behavior at the November 2025 City Council meeting. In response, Gutierrez sent the constituent a cease-and-desist email claiming her communication to him was "harassing,"

"unlawful," contained defamatory statements, and constituted "disability-based abuse and discrimination." Gutierrez told her if she contacted him again, he would file a police report, seek a restraining order, and pursue all civil remedies available to him. **Attachment 20.**

Mrakich explained he became extremely frustrated with Gutierrez after Gutierrez tried to have Mrakich personally served at his elderly parents' home. Mrakich said his parents, who are in their late 80's, told the process server that Mrakich had not lived there in thirty years. Mrakich said his parents told him the process server attempted to serve Mrakich twice, both times around 9:00 p.m. Mrakich told Gutierrez that was "totally unacceptable." Mrakich said he believed this was "an intimidation attempt." Mrakich said he was so angry that he sent Gutierrez text messages which included foul language. Mrakich said he has worked very hard to support all the Councilmembers, but Gutierrez made his job "very challenging."

Employee A. Employee A said she was aware of several employees who complained about Gutierrez. Gutierrez's emails were perceived as "hostile and threatening." She is aware that Gutierrez raised concerns about Lopez-Viado and Wu and their ties to non-profits. She does not know why Gutierrez believed there were conflicts of interest. She has not seen anything that raises a red flag.

Employee A explained "all the logistics for City events are outlined in the Memorandum of Understanding (MOU) signed by the non-profits and the City. The City Attorney previously reviewed and signed the MOUs, but now, the City Council has requested to review the MOU's before they are signed.

Employee A said Gutierrez spends a lot of time in City Hall, which impedes employees' ability to get work done. She said this creates an awkward environment. They are unable to have confidential conversations. They want to treat all Councilmembers equally and ensure they all get the information at the same time. She understands that Mrakich has talked to Gutierrez about this multiple times. She explained Gutierrez does not seem to understand. He does not pick up on social cues.

Gutierrez routinely makes document requests. She estimates Gutierrez has sent maybe 50 – 100 public record requests. She said this requires City staff to spend hundreds of hours reviewing and redacting hundreds if not thousands of emails. Lopez-Viado has also requested documents but believes she has sent less than ten requests.

No one told Employee A that they were fearful they would be terminated if changes were made to the CAAWC Moon Festival. Mrakich made changes to the 2025 Moon Festival and he was not terminated. She is comfortable going to Mrakich with any concerns. She said Mrakich has not given her any reasons not to trust him.

Employee A also said she has "no reason to believe Wu or Lopez-Viado would fire her." She said she is fearful that Gutierrez could "retaliate." She is worried about how things can be misconstrued. She heard Gutierrez is involved with the [redacted] For that reason, she said she and others "are not comfortable going on the record."

Employee B. Employee B said that although their current work environment is "stressful," she said since Mrakich has stepped into the City Manager role, he has established more structure and greatly improved the workplace.

When asked if any Councilmembers make employees feel "threatened," Employee B said yes, Gutierrez and Wu "cause fear." She explained Gutierrez because "he sends threatening emails to staff; alleges they are not following the law or that they are doing something illegal." She said she has no firsthand knowledge about how Wu causes fear, but this is what "prior staff members have shared." She has not personally seen any emails from Wu that she felt were inappropriate. She said she was involved in the logistics of planning the 2025 Moon Festival, but she never felt like her job was threatened. She

"recalled high tensions around moving the Moon Festival." She understood Gutierrez raised numerous concerns about the CAAWC Moon Festival. She said while she does not know details about CAAWC's financial records, she "knows the CAAWC is very generous with their donations to the community."

She explained when Gutierrez gets upset, he "sends legal emails," some of which can also be "condescending." She explained the staff has been placed into "uncomfortable predicaments" based on what is on the City Council's agenda. For example, during the Christmas parade all the Councilmembers were going to walk the parade route together. At the last minute, Gutierrez requested accommodation to ride in a vehicle. She said they had to quickly "pivot" to find him a vehicle. She said Gutierrez should have been provided advance notice of this request. Another time, when Lopez-Viado was sworn in as Mayor, City Councilmembers were requested to change Council seats. She said this has never been a problem. Gutierrez, however, refused to move. A city employee was tasked with moving his computer monitor but since Gutierrez refused to move, it put the staff member in an uncomfortable position.

Employee B recently heard Gutierrez sent a process server to Mrakich's elderly parents' home. She said Mrakich was upset because his parents are 89 and 90 years old. Mrakich said it got the best of him, and he sent text messages to Gutierrez that he should not have sent. Mrakich made it clear that family members should not be impacted by work.

Employee C. Employee C said she understood Gutierrez pushed for an audit of the non-profits affiliated with Wu and with Lopez-Viado. Employee C also confirmed she has seen no evidence that the Councilmembers had a conflict of interest or that they benefited financially from the City hosted events. When asked if she has any concerns with her current work environment, she replied, their work environment feels "very political." When Gutierrez makes demands for information, he does it "in a threatening manner, which makes her and other staff members feel intimidated." She recalled one time Gutierrez threatened to remove the City Attorney if the City Attorney did not do what Gutierrez wanted.

In addition, Employee C said Gutierrez sends the City "many public records requests." The requests are "very voluminous." Gutierrez also serves subpoenas as "John Doe" and then follows up with emails threatening legal action. **Attachment 21.** Gutierrez's requests are often "overly broad and feel very intimidating." Mrakich responded to Gutierrez and told him the City Clerk's office was short-staffed and that responding to voluminous document requests will take some time. **Attachment 21.** Employee C said Gutierrez's emails towards Mrakich feel "retaliatory." **Attachment 22.**

Employee C explained she "just wants to do her job, but it is hard to do her job effectively or efficiently with Gutierrez's requests." Gutierrez's requests require her to spend "an inordinate amount of time responding." One request took her at least 40 - 60 hours. Another request took her at least 30 hours, plus other staff members' time. In addition, she said Gutierrez serves subpoenas via email. She said this is not "proper service." She was unsure whether the subpoenas are "court issued or if they were issued unilaterally by Gutierrez."

While Employee C understands that Gutierrez is asking for information for transparency, she said "it feels like his requests are retaliatory in nature." Employee C said, "if you do not side with Gutierrez or get him the information he wants, it feels like Gutierrez's investigation will be about you and your department."

4. Gutierrez's Response

Gutierrez explained he sent Lopez-Viado a cease-and-desist letter on September 3, 2025 because he believed Lopez-Viado made "false and defamatory statements about him." When asked specifically what

Lopez-Viado said that was false and defamatory, Gutierrez said Lopez-Viado "accused him of having a non-profit or a foundation."

Gutierrez explained it was important to personally serve Lopez-Viado the cease-and-desist letter at her home because "millions of taxpayers' funds were misappropriated." He said it involved a matter of "public trust." Gutierrez said Lopez-Viado was lawfully served by a legal process server. The process server gave Gutierrez the video of him serving Lopez-Viado's husband. Gutierrez said, "there were no signs that anyone was intimidated or scared." He denied making the video public but said he gave copies to City staff to show her claims were false. Although Lopez-Viado said her daughter was scared, Gutierrez does not think that was true.

Gutierrez said he was unable to provide documentary evidence to support his allegation that Lopez-Viado "misappropriated millions of dollars" because he reported his concerns to the FBI and District Attorney's office. He understands these matters are under "an active criminal investigation." [11]

Gutierrez acknowledged he also sent other Councilmembers cease-and-desist letters, but he did not feel the need to serve them at their personal residences, because they involved different situations. Gutierrez said he reported Wu and his wife to the FBI and to the Sherriff's office because he believed they had "failed to turn over money to the City." Gutierrez said this is also under an active investigation and that he is unable to provide any further details or support.

Gutierrez acknowledged both CAAWC and Film-It provided some information in response to the City's request for financial information; however, Gutierrez does not believe they provided sufficient information. He is unsure whether the City followed up to obtain additional information.

Gutierrez also said Mrakich told him that he is fearful that if he says anything to oppose Wu, Wu will terminate him.[12] Gutierrez acknowledged that Wu does not have the ability to unilaterally terminate the City Manager. Gutierrez said it takes three votes to pass a motion. Gutierrez believes, however that "Lopez-Viado would have joined in on the vote, and so would Diaz," who Gutierrez said is Wu's "swing vote."

Gutierrez acknowledged he filed FPPC Complaints against Wu and Diaz, but since these complaints also remain "open," he will let the FPPC investigate these concerns.

Gutierrez explained he has "deep concerns that there is deep corruption at City Hall." He said there have been lawsuits that cost the taxpayers millions of dollars. He said it is "within his right to use the judicial system." He further said it is "his job as a public representative to report misconduct if he believes it happened."

Gutierrez also explained the holiday toy giveaway that he helped coordinate differed "substantially" from the CAAWC and Film-IT events. **Attachment 23.**

During Gutierrez's subsequent interview, Gutierrez raised concerns about Mrakich.[13] Specifically, Gutierrez said Mrakich asked him for a "bribe" to testify on Gutierrez's behalf at an upcoming hearing.

[11]No documents were provided to confirm that Gutierrez had been instructed not to participate in an investigation or refrain from sharing information.
[12] This was not corroborated by Mrakich, who denied telling Gutierrez that he was fearful of retaliation.
[13] These concerns are also outside the scope of this investigation.

Since Mrakich told Gutierrez that he had not been properly served, Gutierrez explained he sent a process server to Mrakich's home. Gutierrez said he was under a time crunch to get Mrakich served so the process server attempted service on January 16, 2026 at 8:06 p.m. and on January 17, 2026 at 8:55 p.m. Gutierrez said Mrakich responded by sending him "threatening" text messages. Gutierrez reported Mrakich's text messages to the Irwindale police department.

Gutierrez understood Mrakich was upset because Gutierrez served the documents at Mrakich's elderly parents' home. Gutierrez explained that when he searched public records, that was the address listed for Mrakich. He did not know the address was Mrakich's parents' home. Gutierrez said he is not aware of any requirement that Councilmembers or City employees be served at City Hall rather than at their personal residences.

5. Findings and Analysis

After a thorough review of the evidence, I find by a preponderance of the evidence that Gutierrez engaged in unprofessional conduct that others reasonably perceived as "intimidating" and "retaliatory." I make this finding for the following reasons.

First, and as an overall matter, all four Councilmembers, in addition to the Acting City Manager, expressed significant concerns about Gutierrez's "threatening" and "retaliatory" conduct. Witnesses corroborated seeing or receiving emails from Gutierrez that were "accusatory" and "confrontational."

Second, every witness I spoke with reported that Gutierrez routinely makes "unnecessary threats of legal action," interrupts when others are speaking, and talks to Councilmembers and staff in a disrespectful manner. Multiple examples were corroborated by numerous witnesses.

Third, every city staff member I spoke to was hesitant to share negative feedback on Gutierrez for fear of retaliation. They were worried Gutierrez would target them once he learned the source of the negative feedback. I found no motive for city employees to fabricate their concerns.

Fourth, I considered Gutierrez's belief that Lopez-Viado and Wu were "out to get him" because Gutierrez reported them to numerous law enforcement agencies. For that reason, I gave Cantos' statements in opposition to Gutierrez more weight. Cantos is the only Councilmember whom Gutierrez has not reported for misconduct. Cantos raised similar concerns as Lopez-Viado and Wu about Gutierrez.

Fifth, I also gave Mrakich's concerns about Gutierrez greater weight since he reports equally to all five Councilmembers. He explained working with Gutierrez has been "very challenging."

Sixth, I found Lopez-Viado and Wu credible when they explained they were frustrated because Gutierrez made numerous public allegations of wrongdoing without providing factual support.

Finally, I considered Gutierrez's motive to deny the concerns raised by others. Gutierrez acknowledged that he sends cease-and-desist letters when he feels threatened. It is more plausible than not that he responds by sending threatening and intimidating emails as a way of regaining power or control and protecting his reputation.

B. Unprofessional Conduct by Lopez-Viado

Gutierrez said after he had Lopez-Viado served at her personal residence, Lopez-Viado acted in a "threatening and intimidating manner." Lopez-Viado denied she threatened or attempted to intimidate

Gutierrez. Gutierrez's and Lopez-Viado's accounts of these matters, along with other witnesses' relevant perspectives, are discussed below.

1. Gutierrez's Complaint

Gutierrez said on September 3, 2025, while he was sitting in Mrakich's office, Lopez-Viado "kicked and banged" on Mrakich's door and yelled at Gutierrez in front of Mrakich and other staff members. Gutierrez said Lopez-Viado "attempted to intimidate him" and "harassed" him. **Attachment 4.** Gutierrez said he audio-recorded Lopez-Vidao speaking to him. He said her "voice was heightened." Although Lopez-Viado did not threaten him, he said he felt intimidated "because of the tone of her voice and the way she smacked Mrakich's door." Gutierrez explained this was after he had previously been yelled at by Wu in August 2025 at a public event.

In addition, Gutierrez said he believed Lopez-Viado sought to censure him in "retaliation" because he questioned her "misuse of public funds." Gutierrez believed Lopez-Viado did this at Wu's request.

2. Witnesses Perspectives

Acting City Manager, Milan Mrakich. Mrakich recalled that after Lopez-Viado learned that Gutierrez had her personally served with documents at her home, Lopez-Viado came to his office. He said she knocked on his door, opened his door and "poked her head into his office." He did not believe she kicked the door. After she opened the door, Lopez-Viado said to Gutierrez, "I cannot believe you sent someone to my house. Do not use my name or photographs on your website. We are no longer friends."

Mrakich did not hear Lopez-Viado make any threats. He said it was a "very brief encounter." He said Gutierrez did not seem scared or intimidated. Mrakich said he was not afraid for his or Gutierrez's safety.

Mrakich said he is unaware of any other Councilmember or staff member who has said Lopez-Viado "harassed" or "bullied" them. Mrakich understood Lopez-Viado was upset when Gutierrez had her served with City-related documents at her home. Mrakich said he felt the same way when Gutierrez attempted to have him served with City-related documents at his parents' house. Mrakich said there was no reason why Gutierrez could not have handed the documents to Lopez-Viado in person or served her at City Hall.

Finally, Mrakich said he does not understand why Gutierrez alleged that Lopez-Viado "retaliated" against him. He said he was not aware of anything Lopez-Viado has said or done that would be viewed as retaliatory. While Mrakich knows Gutierrez thinks Lopez-Viado's request to censure Guiterrez was retaliatory, he explained, she would have needed two other votes (3 votes in total).

3. Lopez-Viado's Response

Lopez-Viado denied threatening or attempting to intimidate Gutierrez. She acknowledged she was upset after her husband called to tell her that Gutierrez had documents personally served at their residence. Lopez-Viado explained during the election in 2018, when Gutierrez ran against her, Gutierrez told a constituent where she lived. Lopez-Viado told Gutierrez he cannot send people to her home. She said she previously explained to Gutierrez that her family and home were off-limits for work or political matters.

Lopez-Viado said there was no need to personally serve the cease-and-desist letter to her because Gutierrez had already emailed the documents to her that morning. She went to tell Gutierrez he "crossed the line" by serving her at her home. She said she knocked on Mrakich's office and then opened it. She said she did not get close to Gutierrez. She said Gutierrez was sitting down, with his back towards her. She stood in Mrakich's doorway. She told Gutierrez to stop harassing her. She believed Gutierrez audio-recorded her without her permission. She told him to remove any photos of her on his website. She said she never kicked the door.

Motion to Censure Gutierrez. Lopez-Viado denied that she sought to censure Gutierrez "to get back at him" for reporting her to the FPPC or law enforcement agencies. Instead, she said she believed there were legitimate grounds for the censure. Gutierrez continued to treat her and others in a disrespectful manner, continued to send threatening emails, and accused her and others of engaging in criminal activity without evidence of wrongdoing. She said the last straw was when he served her at her home, which she believed was an "intimidation" tactic.

4. Findings and Analysis

After a thorough review of the evidence, I find by a preponderance of the evidence that Lopez-Viado did not engage in unprofessional conduct that could reasonably be perceived as "intimidating" or "retaliatory." I make this finding for the following reasons.

First, Gutierrez acknowledged Lopez-Viado never threatened him. Second, I listened to both of Gutierrez's audio recordings of Lopez-Viado speaking to him in Mrakich's office on September 3, 2025. In both audio recordings, while Lopez-Viado seemed upset, she spoke to Gutierrez in a professional manner. She never made any statements that were objectively intimidating or threatening

Third, I took into consideration Mrakich's statement that he was unaware of any other Councilmember or staff who expressed fear of intimidation or retaliation from Lopez-Viado. This was corroborated by multiple employees who also said they were not aware of any concerns involving Lopez-Viado's conduct.

Fourth, I found Lopez-Viado more credible than Gutierrez when she explained the reasons why she requested the censure of Gutierrez. She was genuinely upset that Gutierrez "crossed the line" by involving her family and home in work-related matters. This was corroborated by Mrakich who credibly explained he too felt Gutierrez "crossed the line" when Gutierrez attempted to have him served at his parents' house.

Overall, in considering the totality of the evidence, Gutierrez's credibility has been undermined by the number of allegations he has made in the one year he has been in office, as well as the inconsistencies in the information Gutierrez provided. Moreover, none of the witnesses Gutierrez requested I speak with shared Gutierrez's same concerns.

C. Unprofessional Conduct by Wu

Gutierrez alleged Wu engaged in unprofessional conduct, including "workplace violence, harassment and retaliation." Wu denied Gutierrez's allegations. Gutierrez's and Wu's accounts of these matters, along with other witnesses' relevant perspectives, are discussed below.

1. Gutierrez's Complaint

On or about August 17, 2025, Gutierrez filed a Human Resources complaint alleging Wu engaged in workplace violence, harassment and retaliation. Specifically, Gutierrez said after he requested an audit of the CAAWC in 2025, Wu tried to intimidate him by telling him to stop asking questions. In addition, during a public event on August 8, 2025, Gutierrez said Wu yelled profanities at Gutierrez and "almost assaulted" him. Gutierrez said Wu "had to be physically restrained by Mrakich." **Attachment 5.**

Gutierrez obtained a video recording of the incident. He said Wu acted in a hostile manner, used foul language towards him and called him a provocative name. Gutierrez believed Wu "could have physically assaulted him if Mrakich had not pushed him away." Since Mrakich redirected Wu, Gutierrez said the District Attorney told him they could not charge Wu with a crime.

Gutierrez explained the incident occurred at the Film-It Festival on August 8, 2025 when he overheard Wu talking to the President of the Kiwanis Club. Gutierrez heard Wu apologizing that "some idiot" had requested an audit of the Kiwanis' financial records. Gutierrez said he injected himself into the conversation by saying "that idiot wanted transparency." Wu then yelled profanities at Gutierrez.

Gutierrez said Mrakich told the authorities it was Gutierrez who antagonized Wu. Mrakich also told the authorities that Gutierrez kept chiming in with one-word responses, yelling "transparency" or "accountability." Gutierrez said Mrakich was fearful of telling the truth because Wu will retaliate and terminate Mrakich's employment.

Gutierrez said Mrakich has now stopped communicating with him because Mrakich does not want to "rock the boat" with Wu or the other Councilmembers. Gutierrez said Mrakich's interim City Manager role expires in May 2026, and Mrakich is fearful Wu will prevent Mrakich from being hired into the City Manager role.

Finally, Gutierrez said Wu made unprofessional and inappropriate comments about his disability, and his need for accommodation. Gutierrez explained when Lopez-Viado was sworn in as Mayor in December 2025, she asked all Councilmembers to switch seats. Gutierrez said he submitted an Americans with Disabilities Accommodation (ADA) request to remain in his same Council seat. **Attachment 24.** Gutierrez was unaware of any Code requirement that provided the Mayor with authority to re-assign seating. Gutierrez said his new seat was not as bright as his prior seat.

Subsequently, Gutierrez said the City fixed the lighting at his new seat prior to the January 6, 2026 Council meeting. **Attachment 25.** Once the new lighting was installed, Gutierrez said he thanked Mrakich and City staff for getting his Council seat "ADA compliant". Wu then made a "joke" about how bright the room was and that he needed to wear sunglasses and sunscreen. Gutierrez said these comments were "very hurtful because he felt they tarnished his medical condition and disability."

2. Witnesses Perspectives

Acting City Manager, Milan Mrakich. Mrakich recalled Wu became upset with Gutierrez at the Film Festival in August 2025. Mrakich said Gutierrez overheard Wu talking to the Kiwanis' President and inserted himself into their conversation. Gutierrez started to "throw out transparency buzz words." He said this riled up Wu and they had an exchange of words. Mrakich recalled Wu yelled profanities. Mrakich said he, Wu and another staff member then walked away and went on stage to introduce Gutierrez.

Mrakich understood Gutierrez filed a police report because Gutierrez claimed an "assault and that his life was threatened." Mrakich said that was not the case. At no time did Mrakich think Wu was going to hit Gutierrez. Mrakich explained Wu is approximately 5'6 and 120 pounds. Mrakich said he did not have to use force to get Wu to walk to the stage with him. He understood the District Attorney issued a finding of "No Crime Committed." Mrakich said Gutierrez was upset with this finding. Mrakich said Gutierrez gets upset easily because Gutierrez "thinks he is always right and that he has been wronged."

Mrakich also denied feeling that Wu had the ability or the desire to terminate him from his position. Mrakich said it takes three votes for him to be terminated. Mrakich explained he has a good working relationship with Wu. Mrakich is not fearful that Wu would be "vindictive in any way." Once Gutierrez has an idea in his head, however, there is nothing Mrakich can do to change his mind.

Employee A. Employee A said she had no reason to think Wu would retaliate against her. She explained when she worked on planning the 2024 Moon Festival, she never worked with Wu. She said, "all planning communications were held with the CAAWC Board Members." No one, including Mrakich, told her they were fearful they would be terminated if they did something Wu did not like. Employee A said she heard "rumors" that if Mrakich changed the 2025 Moon Festival, he would be terminated, but this never came to fruition.

Employee B. Employee B said while she never heard Wu make overt threats to terminate Mrakich, she heard Wu say in a conversation in August 2025 that Wu has the votes to vote the City Manager out. She said Wu "would say majority vote, 1-2-3." She thought he was talking about Mrakich, but she does not recall if it was linked to moving the Moon Festival. Mrakich did not tell her that Wu threatened Mrakich's job if Mrakich moved the festival to a one-day event. She said planning of the 2025 Moon Festival involved "high tensions" because it felt like a no-win situation. Either they would get backlash from the community because of the high costs, or backlash from Wu if they scaled the event back to City Hall. Ultimately, she said Mrakich made the right decision to scale it back.

In addition, she is aware the Council discussed the need for the City Manager to have a college degree.[14] She said this issue has been put on hold until May to allow Mrakich to continue working in the interim role. Since Mrakich does not have a college degree, she perceived this requirement as Wu's "roundabout way of threatening Mrakich's job." She said this waiting game creates uncertainty amongst the city staff.

3. Wu's Response

Wu acknowledged Gutierrez made him angry during the Film-It Festival when Gutierrez interrupted Wu's conversation with the Kiwanis' President. Wu denied threatening Gutierrez. He said he did not touch Gutierrez. He explained he gave a statement to the police, as did the other witnesses who were present. No charges were pressed against Wu.

Wu also said he never threatened Mrakich. Wu sees how hard Mrakich is working. Mrakich is very responsive and does a great job. He has no reason to terminate Mrakich. Furthermore, Wu said he cannot control the other Councilmembers or make them vote how he wants them to vote. Everyone has their own independent thinking and votes for what they think is right.

[14] Currently, Employee B understands the job requirements for the City Manager position require a college degree.

Wu said Gutierrez has alleged that "everyone is involved in a conspiracy and acted illegally." Wu feels there is a reason why Gutierrez did not want to be interviewed as part of the investigation. Wu thinks Gutierrez has ties to organizations that Gutierrez has not disclosed. He does not think Gutierrez has acted in good faith. Gutierrez's approach is to "cry wolf" and "burn down the village." Wu does not know if Gutierrez acts this way because of Gutierrez's character or because of his medical condition. Wu said Gutierrez has made this a personal issue and gone after Wu and his wife, as well as Lopez-Viado, which he said is unacceptable.

Finally, Wu said he does not need all this stress. He has been elected three times, so he feels he has done a good job. Wu explained he continues in this role because he wants to give back to his community.

4. Findings and Analysis

After a thorough review of the evidence, I find by a preponderance of the evidence that Wu, on two occasions, made unprofessional comments to Gutierrez. I do not find, however, that Wu's conduct could reasonably be perceived as "intimidating" or "retaliatory." I make these findings for the following reasons.

First, the video recording of the August 2025 interaction between Wu and Gutierrez confirmed Wu and Gutierrez had a verbal altercation during the Film-It Festival. Although Wu did not touch Gutierrez, Wu was visibly upset. Witnesses corroborated Wu used profanities in speaking with Gutierrez, including name-calling. Although Mrakich believed Gutierrez provoked Wu, provocation does not excuse the use of profanity or resorting to name-calling. All Councilmembers are expected to treat each other with respect and professionalism.

Second, while I believe Gutierrez subjectively found Wu's conduct intimidating or retaliatory, I do not find that Wu's behavior was objectively "intimidating" or "retaliatory." Wu is much smaller in stature than Gutierrez. Nothing prevented Gutierrez from walking away from Wu. In fact, after Wu made the unprofessional comments to Gutierrez, Wu and Mrakich walked towards the stage and away from Gutierrez.

Third, the video recording of the January 6, 2026 Council meeting confirmed Wu made an unprofessional comment about the "need to wear sunglasses or sun lotion." Wu said this in response to the bright lights installed in the Council Chamber. Wu knew the additional lights were installed as ADA accommodations to Gutierrez. Wu's comments were inappropriate in a professional workplace and inconsistent with the organization's respectful workplace and anti-harassment standards.

D. Gutierrez's Concerns of Being Treated Unfairly Because of His Disability

1. Gutierrez's Complaint

As set forth above, Gutierrez explained when Lopez-Viado was sworn in as Mayor, she asked all Councilmembers to switch seats. Gutierrez said he submitted an Americans with Disabilities Accommodation (ADA) request to remain in his same Council seat. He was unaware of any Code requirement giving the Mayor authority to re-assign seating. Gutierrez said his new seat was not as bright as his prior seat. Lopez-Viado said if he did not move, she would have the police physically move him.

Gutierrez said Mrakich asked him to please move seats until they had a chance to further discuss the lighting issues. Subsequently, Gutierrez received notice from the City that the City wanted to schedule a meeting with Gutierrez to engage in a good-faith, interactive process, which is required under the ADA. Gutierrez said while the lighting was not initially fixed before the December 16, 2025 City Council meeting, the lighting was fixed on or before the January 6, 2026 City Council meeting.

Gutierrez acknowledged his new seat was the same seat that he sat in while he was the Planning Commissioner in 2023. However, he explained that his medical condition worsened since that time, and he now requires additional lighting. He also said what he did as a Planning Commissioner was not the same as what he is required to do as a City Councilmember.

2. City's Response

[redacted] confirmed the City of West Covina engaged in the interactive process with Gutierrez in an ongoing effort to accommodate his disability. **Attachment 24.** As a result of the newly installed lights, Gutierrez confirmed the lighting "was acceptable" and lighting at his new seat "had been successfully replicated." **Attachment 25.** As a result, Gutierrez acknowledged that ADA accommodations had been completed and accepted as of January 6, 2026. **Attachment 25.**

3. Findings and Analysis

After a thorough review of the evidence, I find by a preponderance of the evidence that Gutierrez was not treated unfairly because of his disability. I make these findings for the following reasons.

First, after Gutierrez provided written medical certification of his need for accommodation on December 2, 2025, the City promptly requested a meeting with Gutierrez to discuss his accommodations requests. Thereafter, within a reasonable timeframe, city staff began installing new lights.

Second, Gutierrez acknowledged the accommodation provided was acceptable. Finally, as discussed above, although I find Wu made one unprofessional comment that could be viewed as disability related, I do not find this single, isolated comment supports a finding that Gutierrez was treated unfairly because of his disability.

♦♦♦ ♦♦♦ ♦♦♦ ♦♦♦

This concludes the investigation.

Respectfully Submitted,



Kelly D. Gemelli

Appendix – Methodology

I conducted the investigation using specific methodology following industry standards. This section provides an overview of the investigative processes I followed[15].

A. Witnesses

As set forth in greater detail in the Report, I conducted 13 interviews of 9 witnesses. The interviews were conducted via video conference, or in person. I admonished interviewees that this is a confidential personnel matter and that they were subject to policies prohibiting retaliation for either bringing a claim or participating in an investigation. Witness statements were recorded.[16] I have drawn the conclusions in this Report from the totality of the evidence and a thorough analysis of all the facts, and where necessary, I made credibility determinations.[17]

Quotations in this Report are not verbatim recitations of witness statements. Quotations are cited as accurately as possible from typewritten notes taken contemporaneously during the interview. In this Report, I make factual and policy findings only.[18]

B. Documents

I reviewed voluminous documents in this matter, including video recorded City Council meetings from June 2025 through February 2026. The following documents should be read in their entirety in conjunction with this Report to fully understand the underlying reasoning and findings herein.

Attachment	Document
1	Lopez-Viado's PowerPoint Presentation in support of her Motion to Censure Gutierrez
2	Wu's August 18, 2025 email to Gutierrez telling him "to stop fabricating lies to harass and threaten him."
3	Gutierrez's September 3, 2025 email to Lopez-Viado demanding she "cease-and-desist from any further yelling, intimidation, or retaliation against him."
4	September 15, 2025 News article in which Gutierrez alleged the proposed censure was in retaliation for his probe into colleagues' ties to nonprofits.
5	Gutierrez's August 17, 2025 formal complaint to Human Resources about Wu's "workplace violence, harassment and retaliation."
6	Gutierrez's October 21, 2025 notice that he will not participate in any investigation that could interfere or obstruct active criminal investigations.
7	Gutierrez's November 8, 2025 email to the Investigator cease-and-desist from fabricating or expanding scope of the investigation.
8	Investigator's email with Gutierrez on November 25, 2025 with authorization to proceed with independent investigation.
9	Gutierrez's email to Investigator agreeing to participate in interview as long as the interview is not recorded.

[15] I was retained to use my legal skills to assist the City of West Covina in developing a response to the allegations. Specifically, I used my knowledge and expertise in employment law to arrive at findings based on my professional evaluation of the evidence.
[16] All witnesses consented to having their interviews recorded except for Councilmember Gutierrez.
[17] I considered and gave appropriate weight to information that might be considered hearsay in legal proceedings.
[18] Although I utilize a legal analysis in reaching the factual determinations in this Report, I do not reach legal determinations.

10	Wu's June 4, 2025 email to Gutierrez to "please refrain from using threatening language toward City staff.
11	November 21, 2023 Press Release regarding Gutierrez's involvement in the Toy Giveaway.
12	Gutierrez's September 3, 2025 email to Lopez-Viado telling her to cease-and-desist from making further false and defamatory statements about him.
13	October 2025 correspondence between the Fair Political Practices Commission and Lopez-Viado.
14	*Ex Parte Application* of John Doe to Reconsider the Court's Refusal to Issue a Restraining Order from moving forward with the censure motion.
15	April through August 2025 correspondence between the Fair Political Practices Commission and Wu.
16	Gutierrez's August 20, 2025 cease-and-desist letter to Diaz
17	September 2025 correspondence between the Fair Political Practices Commission and Diaz.
18	Mrakich's January 16, 2026 email to Gutierrez informing him that all correspondence to staff must be directed to Mrakich.
19	Gutierrez's January 16, 2025 reply email to Mrakich
20	Gutierrez's January 15, 2026 email to a constituent alleging harassment, defamation and disability-based abuse.
21	Gutierrez's January 16, 2026 email to Mrakich as John Doe
22	January 13, 2026 email exchange between Mrakich and Gutierrez regarding Gutierrez's document requests
23	Gutierrez's December 11, 2025 response comparing the holiday toy giveaway to CAAWC and Film-It events.
24	December 3, 2025 Interactive Process Meeting
25	January 6, 2026 ADA/FEHA Interactive Process Meeting Memorandum

C. Evidentiary Standard

I reviewed, compared, and analyzed evidence under a preponderance of the evidence standard to determine whether the allegations were with or without merit. "Preponderance of the evidence," for purposes of this Report, means that the evidence on one side outweighs, or is more than, the evidence on the other side. This is a qualitative, not quantitative, standard.

D. Independence

Independence is an important component of this investigation. The City of West Covina and its representatives allowed me discretion to conduct the investigation as I determined to be necessary. I was given complete access to all requested witnesses and documents. No person interfered with, or attempted to influence, the findings in this Report.

E. Timing

The timing in which this investigation was initiated and completed is determined to be reasonable given all the facts involved, including the number of witnesses, the scheduling and coordination of witness interviews and the issuance of this Report within a reasonable time after the initiation of the investigation

♦♦♦ ♦♦♦ ♦♦♦ ♦♦♦

This concludes the Appendix.

ATTACHMENT 1

Concerns with Councilmember Brian Gutierrez's Conduct

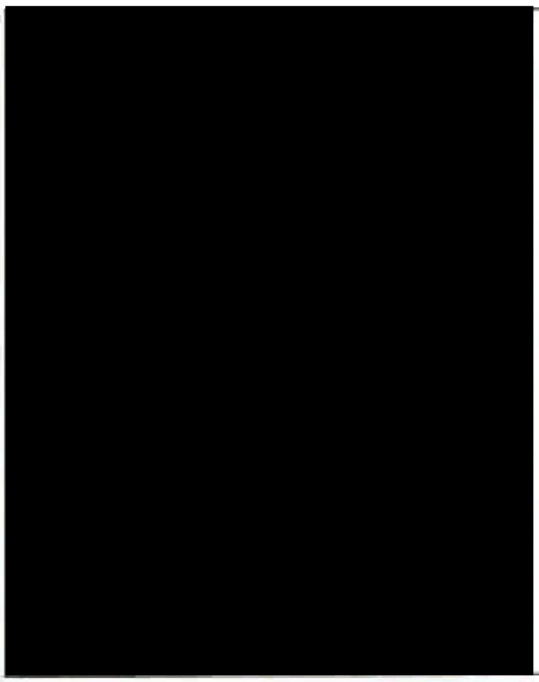
I must also address your false remarks about the toy giveaway event. You insinuated I wasted taxpayer money by helping bring community partners together to distribute more than 100,000 toys. That allegation makes no sense: at the time, I was serving as a Planning Commissioner, not a Councilmember, and had no authority to direct the City Manager or allocate taxpayer resources. You were the Councilmember in charge of planning the event.

The facts speak for themselves:

- The event included a Los Angeles County Sheriff's Department flyover.
- Over 20,000 toys went directly to Police and Fire for community distribution.
- The City closed down a street not to profit, but to give toys back to families in need.

This is a formal legal warning to cease and desist from making false and defamatory statements about me. If this continues, I will pursue all available legal remedies to protect both my reputation and the truth.

And to be clear about legal advice: you should not attempt to use the City Attorney as your personal defense against the concerns I have raised in this email. Under California law and the Rules of Professional Conduct of the State Bar of California, the City Attorney's client is the City of West Covina as a municipal corporation, not any individual Councilmember. His duty is to the organization as a whole, not to shield one elected official from accountability. Any attempt to seek personal advice from him on this matter would be improper.



- Cease and desist is not necessary for ONE supposed "false and defamatory statement"
- This is a private demand letter not a court order or lawsuit (email already sent)
- Cease and Desist letter is not a court order and is not required to be served

Home, Work, and Family is off limits



Brian Gutierrez
To: Letty Lopez-Viado; Thomas P. Duarte + 3
Wed 9/3/2025 6:08 PM View more

Dear Councilmember Lopez Viado,

I'm writing to formally demand that you **cease and desist** from any further yelling, intimidation, or retaliation against me in connection with my duties as an elected official.

Demand:

1. Immediately **cease and desist** from yelling at me, intimidating me, or otherwise retaliating against me.
2. Refrain from making **false or misleading accusations** that interfere with my duties as a Councilmember.

If this conduct continues, I will instruct my attorneys to pursue all appropriate **legal remedies.**



JOHN DOE
Confidential Address: [redacted]
Phone Confidential: [redacted]
Email Address: [redacted]
In Pro Per

SEP 10 2025

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

JOHN DOE,
Plaintiff,
vs.
CITY OF WEST COVINA,
Defendant(s)

Case No.: 25STCV28419

Assigned for All Purposes to the
Honorable Judge Alison Mackenzie

[PROPOSED] ORDER GRANTING PETITIONER'S EX PARTE MOTION FOR RECONSIDERATION, ISSUANCE OF TEMPORARY RESTRAINING ORDER, AND SAPE AT HOME SEALING RELIEF

Hearing Date: 09/12/2025
Time: 8:30 AM
Dept: 82

Action Filed: 09/09/2025
Case Type: Civil Harassment

V. NEED FOR CONFIDENTIALITY AND SEALING

[redacted] and other dangers.

VI. CONCLUSION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 10th day of September, 2025, in Los Angeles County, California.

John Doe
[redacted]

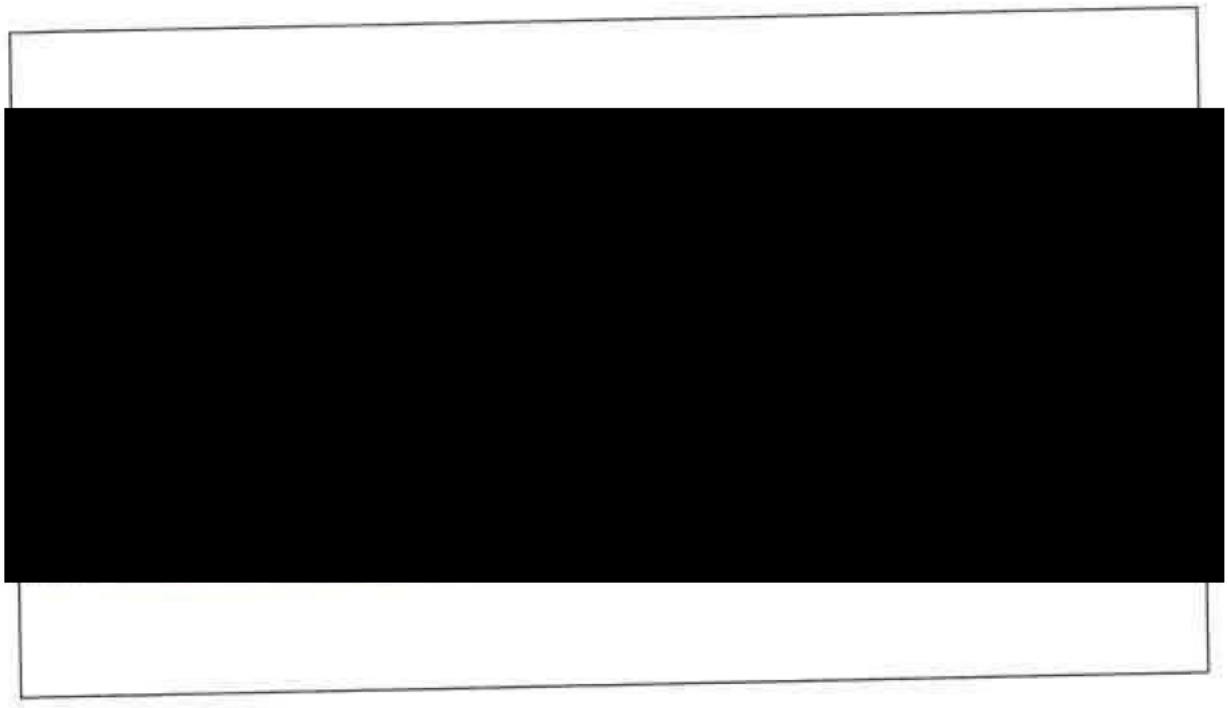

City of West Covina, California
Letty Lopez-Viado
Mayor Pro Tem
September 2nd, 2025 9:41 pm





RANCHO HUMILDE

HUMILDE HOUSE OF CHARITIES



Deputy Director Resigned Due to Brian Gutierrez Harassment after June 3rd council meeting with Transtech presentation.



Concerns Regarding Presentation Scheduling and Bidding Process Integrity

[redacted]

I hope this message finds you well.

It was my understanding that [redacted] would be delivering the recent presentation, given her oversight of the Building Division. However, I noticed that TransTech was again selected to present on a day I happened to be out. This marks their third presentation in recent weeks, which raises serious concerns about the appearance of favoritism toward a single vendor.

Given TransTech's active involvement in a current bidding process, providing them repeated visibility could create an unfair advantage and undermine the integrity of the competitive process. As you both know, maintaining transparency and equity is not only a best practice but a legal and ethical obligation in public procurement.

As an elected official, it is both my right and duty – by the authority vested in me by the voters who placed their trust in my office – to bring these concerns forward. Doing so fully complies with federal law and aligns with our shared responsibility to uphold public trust.

[redacted]

I trust that you will treat this issue with the seriousness it deserves. Thank you for your attention and for your continued commitment to integrity in public service.

Best regards,

Brian Gutierrez

Councilmember, 1st District
City of West Covina

2nd Deputy Director forced to leave the position due to Brian Gutierrez reporting [redacted] to CalPERS in retaliation.





Weaponizing the Law to Suppress & Retaliate

- Restraining order on a resident for his public comment during council mtg.
- Having past court records sealed.
- Recently removed all social media accounts, trying to erase history.
- Filed a temporary restraining order and injunction to stop the Censure Process.
- Currently suing the City of West Covina.
- Hiring body-guards for his protection when convenient.
- Gets all the security and protection, including private council parking and WC police escort all in the name of his life and safety from a previous case.
- Is under [redacted] program that protects his home address from public exposure (hiding his misconduct under these programs).

Lack of Financial Transparency Concerns

[redacted]



[redacted]





[redacted]

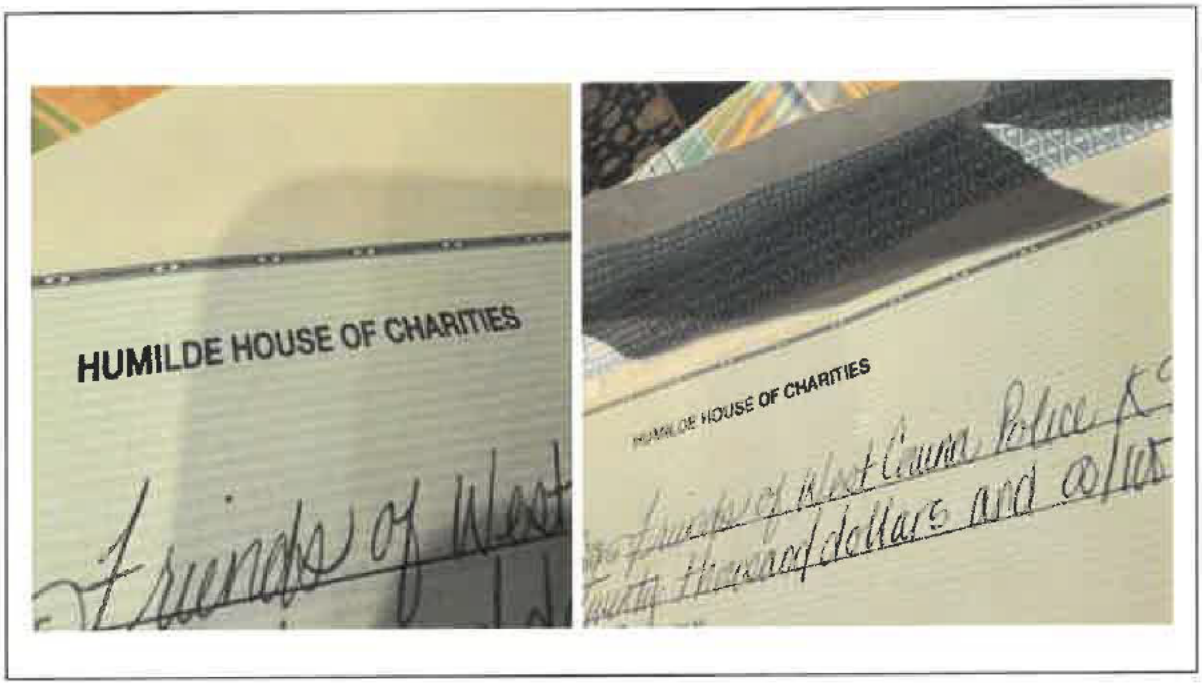


City of West Covina
BRIAN GUTIERREZ
Chair, Planning Commission



JRJ Corporation International, a company based in Paramount, California, is the owner of the entertainment and education services trademark **"RH RANCHO HUMILDE"**.


COUNCILMEMBER, 1st DISTRICT
BRIAN GUTIERREZ
Friends of West Covina Police P. - 9
Twenty Thousand dollars & zero cents
Brian Gutierrez


HUMILDE HOUSE OF CHARITIES
Friends of West
HUMILDE HOUSE OF CHARITIES



Censure

- Censure is a formal, public statement of disapproval by the governing body.
- It does **not** remove a council member from office (only voters, recall, or in rare cases state law can do that)
- Grounds for Censure:
  - Harassment of Staff, Colleagues, and/or Community Members
  - Violating the city's code of conduct, ethics policy, or anti-harassment policy
  - Behavior that disrupts the functioning of the council or damages public trust

Request to Censure Councilman Brian Guttierrez

Brian Guttierez continuously demonstrated a pattern of silencing and controlling other's voices through harassment and oppression. Through his connections, as demonstrated by instances with myself and other city employees, he has been able to abuse his power.

To make matters worse the protection that he currently holds as [redacted] and programs like [redacted] and his reporting connections, gives him the capability to hide himself behind the law. This makes it harder for individuals like myself and employees to stand up for what is right. I know after exposing this, additional retaliation will come my way, and similar tactics will continue to be used to put down others like the City Staff who "resigned".

There are additional internal concerns that have led me to become wary of my safety, but **I have a duty to protect the rights, safety, and quality of life of those who live, work, and visit the city.** In order to prevent matters from becoming worse this is why I call to move the motion to censure Councilman Brian Guttierez.

ATTACHMENT 2

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

FW: Cease Harassment, Stop Obstruction, and Brown Act Violations

2 messages

[redacted]@westcovina.org> Tue, Oct 21, 2025 at 12:32 PM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>
Cc: "kfox@buchalter.com" <kfox@buchalter.com>

As requested

[redacted]

From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Monday, August 18, 2025 10:42 AM
To: Tony Wu <Tony.Wu@westcovina.org>
Cc: Milan Mrakich <MMrakich@westcovina.org>; [redacted]@westcovina.org>; Thomas P. Duarte <tpd@jones-mayer.com>; rdj@jones-mayer.com; [redacted]@westcovina.org>; [redacted]@wcpd.org>
Subject: Re: Cease Harassment, Stop Obstruction, and Brown Act Violations
Importance: High

Mr. Tony Wu,

Your denial of my concerns does not erase the reality of your repeated intimidation and hostility. Since you continue to dismiss these matters, I want to be clear: your intimidation will not work on me.

I will not hesitate to request law enforcement presence, including during closed session meetings, to ensure my personal safety and prevent a repeat of incidents such as when you banged the table with your thermo and well yelling "shut up" "shut up" multiple times.

I am formally demanding that you cease and desist all forms of harassment, retaliation, and intimidation. As elected officials, we are expected to uphold the law and serve the public with integrity. Attempting to silence or threaten a colleague undermines the public trust and exposes you — and the City — to legal liability.

This concludes my conversation with you.

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina

From: Mayor Tony Wu <wuforwestcovina@gmail.com>
Sent: Monday, August 18, 2025 5:31 AM
To: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Cc: Tony Wu <Tony.Wu@westcovina.org>; Milan Mrakich <MMrakich@westcovina.org>; [redacted]@westcovina.org>; Thomas P. Duarte <tpd@jones-mayer.com>; rdj@jones-mayer.com <rdj@jones-mayer.com>; [redacted]@westcovina.org>; [redacted]@wcpd.org>
Subject: Re: Cease Harassment, Stop Obstruction, and Brown Act Violations

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mr. Gutierrez,

Please stop fabricating lies to harass and threaten me in order to get what you want, just as you have been doing to our city staff.

Tony Wu

Mayor

West Covina

Sent from my iPhone

On Aug 17, 2025, at 8:31 PM, Brian Gutierrez <Brian.Gutierrez@westcovina.org> wrote:

Mayor Wu,

I am Councilmember Brian Gutierrez, District 1, and I am formally demanding that you immediately cease and desist harassment, intimidation, and obstruction of my duties as a duly elected official.

You have repeatedly told me that you call other councilmembers from your personal cell phone [redacted] to demand they vote a certain way. You specifically referenced Councilwoman Letty Lopez Viado as someone you contact repeatedly. On the day you sought to fire [redacted], you admitted to contacting me multiple times and also contacting Councilwoman Lopez Viado multiple times.

You also told me you "control" Councilmembers Letty Lopez Viado and Rosario Diaz. Most recently, you described Councilwoman Diaz as "ungrateful and selfish" and that you "made her" after she cast a vote against your wishes. You further stated that you raised all the money for her campaign because she was "too shy to get money" and you had to do it for her.

I reminded you that such communications and attempts to build a predetermined vote violate the Brown Act (Gov. Code § 54950 et seq.), yet you told me you "don't care."

This conduct constitutes unlawful serial meeting activity:

- Gov. Code § 54952.2(b)(1) – Prohibits using direct communications, intermediaries, or devices to develop a collective concurrence outside of an open meeting.
- Roberts v. City of Palmdale (1993) 5 Cal.4th 363 – Serial meetings and pre-arranged votes undermine transparency and the public's right to open government.

Your harassment has also escalated to:

- Attempting to obstruct the nonprofit audit request the Council voted on in June 2025 by yelling at Acting City Manager Milan and falsely claiming no vote occurred.
- Directing staff to block my town halls, just as you attempted with Councilmember Ollie Cantos's.
- Removing my informational flyers from City Hall elevators, interfering with my ability to communicate with constituents.
- Threatening me with statements such as "don't be a traitor" and "be good."
- Verbally and nearly physically confronting me at the Film-It Festival hosted by Councilmember Letty Lopez Viado.

Evasion of Public Records

You also told me directly that you prefer to use your personal Gmail account, wuforwestcovina@gmail.com, so there will be "no records" from your official city email account. You further admitted that you instructed staff not to conduct business in writing.

This demonstrates a deliberate effort to evade the California Public Records Act (Gov. Code § 6250 et seq.). The California Supreme Court in City of San Jose v. Superior Court (2017) 2 Cal.5th 608 held that communications about public business are subject to disclosure even if sent on personal devices or accounts.

Your directives to avoid written records may constitute:

- Gov. Code § 6200 – Willful destruction or concealment of public records.
- Gov. Code § 8314 – Misuse of public resources.
- Penal Code § 424 – Misappropriation of public funds where oversight is obstructed.

Reminder of Role

The office of Mayor in West Covina is ceremonial only. Under the Council-Manager system, you have no executive authority to direct staff or obstruct Council votes. Executive power rests with the City Manager. Yelling at staff, obstructing audits, and directing city business outside of public meetings is unlawful and a misuse of office.

Legal Duty of Councilmembers

When a nonprofit receives public funds or in-kind city support, councilmembers have a duty under law to ensure accountability:

- California Constitution, Art. XVI, §6 – Prohibits a gift of public funds unless there is a clear public benefit.
- Gov. Code § 54964 – Public resources cannot be expended for private purposes.
- California Corporations Code §§ 5233 & 5239 – Nonprofits are barred from self-dealing and insiders benefiting.
- Michaelis v. Superior Court (2006) 38 Cal.4th 1065 – Public expenditures trigger public accountability and disclosure.
- Gov. Code § 12598 – Authorizes the Attorney General to investigate nonprofits that misuse charitable assets.

The Chinese American Association of West Covina (CAAWC) is the only nonprofit that has refused to provide its profit margins despite receiving thousands of taxpayer dollars. Doing nothing is not neutrality — it is complicity.

Fear for My Safety

I must also state clearly that I fear for my life and fear retribution as a result of your escalating intimidation, threats, and harassment. This is no longer a matter of politics — it is a matter of personal safety and criminal misconduct.

Notice

This is my final warning:

- Stop harassing me.

- Stop obstructing audits and yelling at staff.
- Stop interfering with my communications to constituents.
- Stop abusing your ceremonial office to issue illegal orders.
- Stop evading public records requirements by using personal email and telling staff not to create records.

⚠️ **Brown Act Disclaimer:**

This message is BCC'd to the full Council for transparency and safety reporting only. It is not intended to solicit discussion, debate, or decision-making outside of a public meeting. Please do not reply-all, in order to avoid Brown Act concerns. Any necessary discussion should occur in open session.

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina

[redacted]@westcovina.org> Tue, Oct 21, 2025 at 12:33 PM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>
Cc: "kfox@buchalter.com" <kfox@buchalter.com>

As requested



ATTACHMENT 3

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

FW: Cease and Desist – Retaliation and Intimidation

1 message

[redacted]@westcovina.org> Tue, Oct 21, 2025 at 12:30 PM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>
Cc: "kfox@buchalter.com" <kfox@buchalter.com>

As requested!

[redacted]

From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Wednesday, September 3, 2025 6:09 PM
To: Letty Lopez-Viado <LLopez-Viado@westcovina.org>
Cc: Thomas P. Duarte <tpd@jones-mayer.com>; Milan Mrakich <MMrakich@westcovina.org>; [redacted]@westcovina.org>; [redacted]@wcpd.org>
Subject: Cease and Desist – Retaliation and Intimidation
Importance: High

Dear Councilmember Lopez Viado,

I'm writing to formally demand that you **cease and desist** from any further yelling, intimidation, or retaliation against me in connection with my duties as an elected official.

On September 3, you entered City Hall and yelled at me in front of Acting City Manager **Milan Mrakich** and staff member [redacted] accused me of "harassment," and attempted to intimidate me in response to my oversight of taxpayer funds. This conduct is inappropriate, retaliatory, and unlawful.

For the record:

- The incident occurred at City Hall and I **also recorded portions of the encounter on my mobile phone in that public setting In front of Erick and Milan.**
- I have **never posted any images of you**, so your demand that I "take down [your] pictures" is unfounded.
- The person who delivered my prior letter to your residence was a **registered Los Angeles County process server**. I did not personally go to your home; formal service was used solely to ensure proof of receipt.
-

Your conduct constitutes retaliation under **California Labor Code § 1102.5** and **Gov. Code § 53298**, which protect officials who report or oppose suspected misuse of public funds. Such behavior undermines the professional functioning of City Hall and the public trust.

Demand:

1. Immediately **cease and desist** from yelling at me, intimidating me, or otherwise retaliating against me.
2. Refrain from making **false or misleading accusations** that interfere with my duties as a Councilmember.

If this conduct continues, I will instruct my attorneys to pursue all appropriate **legal remedies.**

This message serves as my **final communication to you on this matter.**

Respectfully,

Brian Gutierrez
Councilmember, 1st District
City of West Covina

ATTACHMENT 4

NEWS • News

West Covina City Council to vote on censuring member

Councilmember Brian Gutierrez said the proposed censure is retaliation for his probe into colleagues' ties to nonprofits, and the use of city funds.



Councilmember Letty Lopez-Viado, second from left, reads her complaint about Councilmember Brian Gutierrez, first from left, during a special meeting of the West Covina City Council on Sept. 10. (Photo from video City of West Covina)

By [redacted] | [redacted]@scng.com

PUBLISHED: September 15, 2025 at 3:42 PM PDT | UPDATED: September 15, 2025 at 4:37 PM PDT

The West Covina City Council is poised to vote Tuesday, Sept. 15, on a proposed censure of Councilmember Brian Gutierrez, an action he said is retaliation for his questioning the use of city funds under Mayor Tony Wu and Mayor Pro Tem Letty Lopez-Viado.

After a request from Lopez-Viado, the council voted 4-1 on Sept. 10 to place the censure motion on the Sept. 16 council agenda.

The dissenting vote was Gutierrez's.

"Since this matter involves allegations between two of my Councilmembers, and to avoid any appearance of bias or conflict, I am not going to provide my opinion on this matter," City Manager Milan Mrakich said in an email.



Lopez-Viado said her request for a censure was in response to a cease-and-desist letter Gutierrez sent her via email and later, delivered by a process server, as well as "his behavior, tactics, and harassment towards me, which have left me feeling unsafe."

Lopez-Viado said Gutierrez "sent a man to my house to look for me, to my home, and gave my family a letter for the same email he originally sent me."

Gutierrez denied her accusations, saying the man was a licensed process

He said he sent Lopez-Viado an email on Sept. 3 questioning her ties to Mayor Wu, the Chinese American Association of West Covina, and a financial report from her own nonprofit, Film It West Covina, which he said turned in its financial records without supporting documents and after several missed deadlines.

Gutierrez also protested Lopez-Viado's assertions about a toy giveaway he organized as a planning commissioner.

Gutierrez said after Lopez-Viado was served the cease-and-desist letter, she came to City Hall, yelled at him while he was in the city manager's office and is now misrepresenting his actions as harassment.

In an email, Lopez-Viado said she would wait until Tuesday night's meeting to share her perspective.

At the meeting requesting the censure vote be put on the agenda, she said sending a process server to her home crossed a line.

"I want it on record that if anything should happen to me, my home, or my family, then we all know it's not an accident," she said.

The City Council, as a body, can express its opinion on the propriety of the actions of an individual councilmember, Mrakich said.

"While a public admonishment is an informal statement of the opinion of one or more Council members, a motion to censure is a formal statement of the opinion of the majority of the City Council," he said. "A censure is generally understood to be 'an official reprimand or condemnation; an authoritative expression of disapproval or blame.'"

On Sept. 10, Gutierrez filed a lawsuit in Los Angeles County Superior Court seeking a halt to the proposed censure. A hearing for that case is scheduled for Oct. 8.

Gutierrez said he has also filed complaints with the Internal Revenue Service and the California Attorney General's Registry of Charitable Trusts regarding discrepancies and allegedly false financial filings by nonprofits connected to Wu and Lopez-Viado.

Gutierrez has questioned the city spending $152,000 in the past two years on

"These investigations remain ongoing and underscore why retaliation against me now is especially dangerous," Gutierrez said. "If lawful oversight communications can be twisted into 'harassment,' then the taxpayers themselves lose their voice."

Wu, the mayor, said the censure vote will allow both Lopez-Viado and Gutierrez to be heard.

"Did she overreact or does she have a point? I'm waiting for Tuesday to see what will be presented," he said.

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ATTACHMENT 5

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

FW: Formal HR Complaint — Workplace Violence, Harassment, and Retaliation by Mayor Tony Tonghuai Wu

1 message

[redacted]@westcovina.org> Tue, Oct 21, 2025 at 12:33 PM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>
Cc: "kfox@buchalter.com" <kfox@buchalter.com>

As requested

[redacted]

From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Sunday, August 17, 2025 6:53 PM
To: [redacted]@westcovina.org>
Subject: Formal HR Complaint — Workplace Violence, Harassment, and Retaliation by Mayor Tony Tonghuai Wu
Importance: High

To: [redacted]

From: Councilmember Brian Gutierrez, District 1

Date: August 14, 2025

Confidentiality Notice: This complaint contains sensitive information relating to workplace safety, personnel matters, and potential criminal conduct. It is submitted for official HR/City use only. Please treat as confidential to the fullest extent permitted by law and City policy.

A. Summary of Complaint

I am filing a formal HR complaint regarding workplace violence, harassment, and retaliation by Mayor Tony Tonghuai Wu. These incidents form an escalating pattern since my June 2025 Council request and vote to audit CAAWC, a nonprofit founded by [redacted]. The conduct has occurred in public, closed session, and City events, and it threatens my safety, interferes with my ability to carry out my official duties, and creates a hostile work environment.

B. Factual Background (Chronological)

1. June 2025 — Protected Activity:
   I requested and voted for an audit of CAAWC, which receives approximately $130,000/year in City allocations while retaining all profits from City-sponsored events under Mayor Wu's orders. This matter is currently under review by the Los Angeles County District Attorney's Public Integrity Division.

2. Post-June 2025 — Verbal Intimidation:
   Following this vote, Mayor Wu repeatedly told me:
   - "Stop asking questions, be a good boy."
   - "Stop being a traitor."
     These remarks were delivered in a manner meant to discourage me from pursuing my oversight responsibilities.

3. August 8, 2025 — Public Threat at City Event:
   - Location: West Covina City Courtyard, 1444 W Garvey Ave S.
   - Time: Approximately 6:00 PM.
   - While speaking to Brad Manning, Acting City Manager Milan Mrakich, and [redacted], Mayor Wu said to [redacted]: "Sorry [redacted], some idiot requested your books."
   - I responded: "That idiot believes in transparency and other person does not believe in transparency."
   - Mayor Wu then yelled profanities ("F*** you, motherf****r!"), moved toward me in a threatening manner, and had to be physically restrained by Mr. Mrakich.
   - While restrained, he continued yelling profanities and made false criminal accusations.

4. Closed Session Incident —
   During a Council closed session, Mayor Wu aggressively banged a metal thermos on the table and yelled at me to "shut up, shut up", creating an intimidating and hostile environment during official, confidential proceedings.

5. Prior History of Threatening Conduct:
   Mayor Wu previously threatened to punch former [redacted], which shows a continuing pattern of aggression and disregard for workplace safety and has cost West Covina Tax payers millions in payout and lawsuits.

C. Why This Is an HR Matter

- Cal/OSHA Workplace Violence (Labor Code § 6401.9) — Requires employers to implement and enforce a Workplace Violence Prevention Plan.
- Labor Code § 6400 (General Duty) — Requires a safe and healthful workplace.

- Labor Code § 1102.5 (Anti-Retaliation) — Protects against retaliation for reporting or opposing misuse of public funds or other violations.
- Gov. Code § 12940(j) (FEHA) — Prohibits harassment by non-employees or elected officials in the work environment.
- Gov. Code § 54957.9 — Requires order to be maintained in meetings; disruption or intimidation in closed session is inconsistent with these requirements.
- City Policies — Anti-violence, anti-harassment, and respectful workplace policies apply to elected officials.

D. Requested HR Actions

1. Open a formal HR investigation using an independent investigator with public-sector experience.
2. Implement immediate safety measures, including:
    - A no-contact directive from Mayor Wu to me (except in structured, official settings with security present).
    - Enhanced security presence at Council meetings and City events.
    - A single designated point of contact for required communications.
3. Preserve evidence, including:
    - CCTV footage from August 8, 2025 (5:45–7:00 PM, City Courtyard).
    - All City communications, including emails and texts, relating to CAAWC, the audit, and myself since June 1, 2025.
4. Provide written assurance against retaliation.
5. Supply the name of the investigator, scope of review, and expected completion date.
6.

E. Why the City Is Obligated to Investigate

The City has both a legal duty and a policy duty to investigate these incidents:

- Cal/OSHA Workplace Violence Prevention Standard (Labor Code § 6401.9): Requires all employers, including public agencies, to maintain a workplace free from violence, implement a Workplace Violence Prevention Plan, and investigate all reports of violence or threats.
- General Duty Clause (Labor Code § 6400): Mandates that the City provide a safe and healthful workplace for all employees.
- California Fair Employment and Housing Act (Gov. Code § 12940(j)): Requires employers to take all reasonable steps to prevent harassment and investigate when complaints are made, even if the accused is an elected official.
- City Policies: The City's Respectful Workplace and Anti-Harassment Policies apply to all individuals in the workplace, including elected officials, and require prompt investigation of complaints.
- Legal Liability: Failure to investigate can expose the City to civil liability for negligent retention, hostile work environment, and failure to prevent retaliation or harassment.

F. Confidentiality & Legal Holds

This complaint is confidential under Gov. Code § 6254(f) and Evidence Code § 1040. A legal and HR hold should be implemented immediately on all potentially relevant records. Destruction or alteration of relevant evidence may violate Penal Code § 135.

G. Requested Confirmation

- Receipt of this complaint.
- Interim safety protocols in place.
- Investigator details and process outline.

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina
Cell: 1 (626) 740-4904



ATTACHMENT 6

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

FW: Immediate Suspension of Internal Investigations – Compliance with State and Federal Law

[redacted]@westcovina.org> Tue, Oct 21, 2025 at 2:30 PM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>
Cc: "kfox@buchalter.com" <kfox@buchalter.com>, [redacted]@westcovina.org>

Hello Kelly,

Please see the below email that was just forwarded by Councilmember Brian Gutierrez, please advise.

[redacted]

From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Tuesday, October 21, 2025 12:45 PM
To: [redacted]@westcovina.org>
Cc: [redacted]@westcovina.org>; Milan Mrakich <MMrakich@westcovina.org>; Olegario D. Cantos VII <ollie.cantos@westcovina.org>
Subject: Immediate Suspension of Internal Investigations – Compliance with State and Federal Law
Importance: High

[redacted],

This is a formal notice that I will not participate in, nor authorize, any internal investigation or interview that could interfere with or obstruct active criminal investigations currently being conducted by Law Enforcement Agency 1 and Law Enforcement Agency 2.

Both agencies have open and active inquiries involving matters within the City of West Covina. As you are aware, these types of criminal investigations are confidential, and law enforcement will not provide written clearance or authorization for any internal process to proceed in parallel. Proceeding with interviews or fact-finding at this stage would directly risk compromising or obstructing those investigations.

Under California Penal Code §§ 132, 134, 136.1, 148(a)(1), and 182, any person—including public employees, elected officials, or contractors—who knowingly interferes with or obstructs a criminal investigation, tampers with evidence, or intimidates witnesses can be subject to criminal prosecution. Likewise, Government Code §§ 1090, 8314, 1222, and Penal Code §135 prohibit the misuse or concealment of public resources, documents, or authority in ways that could influence, alter, or suppress a criminal inquiry.

Given these restrictions, the City's internal investigations being conducted through Gemelli Employment Law and Plante & Moran, PLLC must be immediately paused until the completion of the active criminal investigations by Law Enforcement Agency 1 and 2. Continuing such activity may constitute:

- Obstruction of justice (Penal Code § 134),
- Witness intimidation or retaliation (Penal Code § 136.1), and
- Misuse of taxpayer funds to influence ongoing criminal investigations (Gov. Code § 8314).

Failure to comply could expose City personnel or contractors to personal civil and criminal liability. This notice is made to ensure that all City actions remain consistent with the law and do not interfere with lawful criminal investigations.

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina

From: [redacted]@westcovina.org>
Sent: Tuesday, October 21, 2025 11:58:43 AM
To: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Cc: [redacted]@westcovina.org>
Subject: Notice of Confidential Investigation

Hello Councilmember Brian Gutierrez,

You have been identified as a witness in a confidential investigation being conducted by the City of West Covina. Your cooperation in the investigative process is requested and appreciated.

Please review the attached notice. The next steps will be provided in a follow-up email introducing you to the investigator handling this matter. Should you have any questions or need clarification, please feel free to contact me directly.

Thank you for your cooperation.

Best regards,

[redacted]



ATTACHMENT 7

Gmail Kelly Gemelli <kelly@gemelliemploymentlaw.com>

IMMEDIATE ACTION REQUIRED — Unlawful Expansion of Investigation / Direction to Cease

Brian Gutierrez <Brian.Gutierrez@westcovina.org> Sat, Nov 8, 2025 at 8:23 AM
To: Kelly Gemelli <kelly@gemelliemploymentlaw.com>, [redacted]@westcovina.org>, Milan Mrakich <MMrakich@westcovina.org>

Confidential – Exempt from Public Disclosure
(Gov. Code §§ 6254(f), 6254(k))
This correspondence involves personnel, investigative, and potential law-enforcement matters and is not for public release or external distribution.

Dear Ms. Gemelli,
cc: Milan Mrakich, Acting City Manager | [redacted] | Jones & Mayer, City Attorney (of Record – Notice Only)

1. Immediate Directive to HR Director and Acting City Manager

I am formally calling on [redacted] and Acting City Manager Milan Mrakich to immediately instruct Ms. Kelly Gemelli to stop and remove from her work plan any portion of this investigation that exceeds the public scope authorized by the City Council.

This investigation has strayed far beyond what the record reflects. The Council's action of September 16, 2025 authorized only an inquiry into the respective HR complaints filed by Mayor Pro Tem Letty Lopez-Viado and myself, including the allegation that I sent a "man" to her residence—an allegation already disproven by body-camera footage from a licensed process server.

Nothing in that motion empowered Ms. Gemelli to reopen unrelated issues, investigate third-party narratives, or probe matters already subject to separate administrative or criminal review.

2. Ms. Gemelli's Expansion Has No Legal or Procedural Basis

Your recent explanation, Ms. Gemelli, has no bearing in law or fact. The City Council never granted you the authority to investigate every interaction between Councilmembers, nor to reinterpret my protected HR complaint against Mayor Wu. Your attempt to expand into unrelated issues demonstrates bias, bad-faith performance, and an effort to dilute or manipulate the outcome of a narrowly defined assignment.

You were engaged to review two HR complaints—mine and Ms. Lopez-Viado's—not to reinvent the scope, frame new allegations, or craft a politically driven report. Any continued action outside that boundary constitutes misuse of public funds under Gov. Code § 8314 and a violation of West Covina Municipal Code § 2-52, which vests investigative direction exclusively with the City Manager, not an outside contractor.

3. Bias and Fabrication

It is apparent that the expansion of your scope occurs only because the original facts disprove the claims against me. Expanding into unrelated areas to justify your engagement is fabrication of scope and will be treated as such. Your work must be limited to the two HR filings and the events publicly discussed at the September 10 meeting—no further.

---

4. Directive to Halt and Correct

Accordingly, I am demanding that:

1. [redacted] immediately issue written instruction directing Ms. Gemelli to suspend all out-of-scope work and redact or remove from any draft report all material not tied to the authorized HR complaints.

2. Milan Mrakich exercise his authority under Municipal Code § 2-52 to ensure the City's contractors act only within authorized parameters and that no additional payments are processed for unapproved work.

3. All communications, notes, and draft materials relating to this unauthorized expansion be preserved for potential administrative and judicial review.

---

5. Final Notice

Ms. Gemelli—this is a final notice to cease further expansion and adhere strictly to the authorized scope. Continuing to fabricate or exceed that scope will be treated as misconduct and bias reporting and may subject you and your firm to legal action and administrative complaint.

The City's leadership is now formally on notice to end this outside-scope work immediately.

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina

From: Kelly Gemelli <kelly@gemelliemploymentlaw.com>
Sent: Saturday, November 8, 2025 9:55:26 AM
To: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Cc: [redacted]@westcovina.org>; Milan Mrakich <MMrakich@westcovina.org>
Subject: Re: Confirmation of investigative scope;

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Council Member Gutierrez,

Thank you for your email. I want to ensure you understand my role in this matter is as an independent, third party investigator. I am neither your attorney, nor the City of West Covina's attorney. I have been hired for the sole purpose of investigating the concerns that have been raised. Concerns raised by you, as well as concerns raised about you. Since I am not your attorney, please be aware your communications with me are NOT subject to attorney-client or work-product privileges.

The reason I want to ask you questions about your interactions with Mayor Wu is because you filed a complaint with Human Resources alleging Mayor Wu engaged in "harassing" and "retaliatory" conduct towards you. I want to fully understand the basis for your concerns, as well as the actions you took in response.

As part of Mayor Pro Tem Letty Lopez-Viado's concerns, she reported you engage in a "pattern of conduct," in which you send cease and desist letters, threaten litigation, and report individuals to various law enforcement and administrative agencies, including the District Attorney's office, the FBI, and the Fair Political Practices Committee. She believes you engage in this conduct with the "intent of silencing" others. I understand this formed the basis for the request to "censure" you, which is within the purview of my scope.

It is my job to investigate her concerns, as well as the concerns you have raised. Therefore, the concerns you have raised about Mayor Wu, as well as the concerns Mayor Wu has raised about you, are relevant to investigating yours and Mayor Pro Tem Lopez-Viado's concerns. While I make factual findings, I do not make legal findings or determinations involving criminal charges.

I am providing you advance notice in an ongoing effort to [redacted] and provide you an equal opportunity to respond to the concerns that have been raised about you.

If you do not wish to respond to any of my questions, you can state the reasons for your objections, which I will note in my report. I will move on to the next question.

If any government agency has instructed you not to talk about any particular matter(s), please provide those communications to me for my consideration.

Please let me know if you would like to move forward with scheduling your investigative interview on Monday, November 10th at 5 pm (Central time). If so, I will send you a separate email with a confidential Zoom link. I look forward to speaking with you. Thank you.

Kelly D. Gemelli
Employment Attorney I Workplace Investigator

p: (858) 735-2568
e: kelly@gemelliemploymentlaw.com

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On Fri, Nov 7, 2025 at 10:03 AM Brian Gutierrez <Brian.Gutierrez@westcovina.org> wrote:

> **Confidential — City investigation work product / pending-investigation material**
> **This correspondence concerns attorney-directed investigatory communications intertwined with pending criminal inquiries. It is submitted for official City purposes only and is not intended for public disclosure. To the extent applicable, it is exempt under the California Public Records Act (including, without limitation, Gov. Code § 6254(f), § 6254(k)) and protected by related privileges and privacy statutes.**
>
> Dear Ms. Gemelli,
>
> This is formal notice that the subjects you identified—specifically **Item 2, Item 4**, and **Item 5**—extend beyond your authorized remit and intrude upon **active criminal inquiries** being handled by **Law-Enforcement Agency 1** and **Law-Enforcement Agency 2**. You must immediately confine your work to the **lawfully authorized scope** and **cease** any activity that would duplicate or interfere with those criminal matters.
>
> **1) Items 2 & 4: overreach into active criminal inquiries**

- Items **(2)** and **(4)** involve fact patterns within ongoing criminal inquiries. Attempting to develop parallel statements or findings risks tainting witnesses and undermining official investigations.

- While CPRA § 6254(f) applies to law-enforcement agencies, the City and its contractors must not operate shadow criminal probes or elicit statements about matters under active review by sworn investigators.

Recommending: Pause all work touching Items **2** and **4** unless and until you receive **written, scope-specific direction** from the **Acting City Manager** or HR Director that expressly excludes areas within pending criminal inquiries. Do **not** solicit documents or statements from me or others on those topics.

2) Scope control: Administered by Acting City Manager/HR Director; no post-hoc "serial" scoping

- Under our City's structure, **administration and direction of City investigations flow through the City Manager's office,** not through post-vote, one-by-one Councilmember "scoping."

- The **Brown Act** prohibits "serial meetings" to develop consensus outside a noticed meeting (Gov. Code § 54952.2(b)). An outside investigator cannot be used as a conduit to assemble a rolling scope after the fact.

Recommending: Please transmit to me, **Milan Mrakich (Acting City Manager),** and [redacted] the **exact written scope** you're using and identify who approved it and when. **Milan and** [redacted] **will review and confirm the proper scope in writing.** I will proceed with an interview **only after** their written scope confirmation and only on in-scope topics.

3) Item 5 ("any other concerns…") is vague, overbroad, and unauthorized

- The catch-all nature of **Item 5** invites ad-hoc expansion beyond what the Council publicly authorized and what the Acting City Manager may administratively define. Workplace investigations must be **specific and neutral,** not open-ended probes into political disputes or matters already within criminal or regulatory jurisdiction.

Recommending: Strike **Item 5** as written.

4) Cooperation within lawful scope; preservation

- I will cooperate on **properly scoped** issues (the HR-noticed matters that were actually authorized), but will **not** answer questions on Items **2, 4,** or **5** as currently framed.

- Please preserve all scoping communications (emails, texts, calendars) with any City official/Councilmember. My refusal to address out-of-scope or criminal-matter questions is not non-cooperation.

5) Next steps

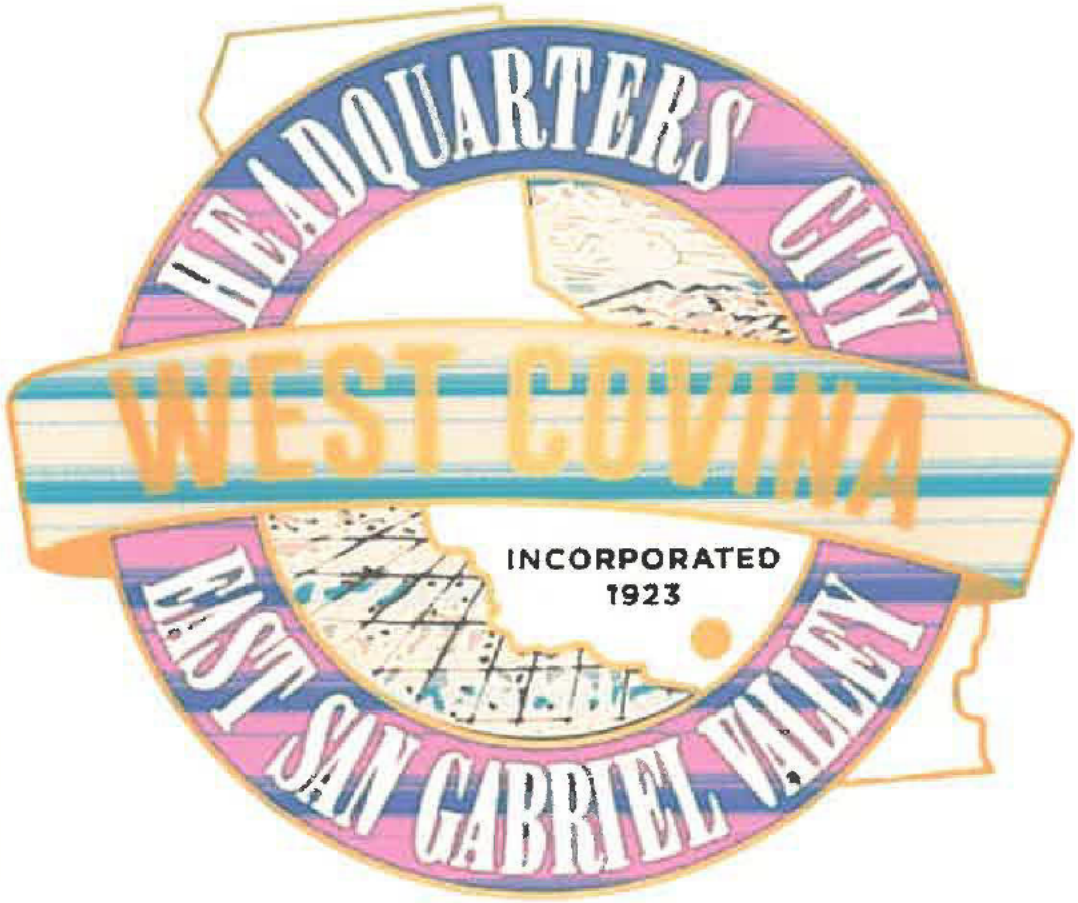
1. Send your current written scope to **Milan** and [redacted] and me.

2. Await **Milan or** [redacted] **written scope confirmation/correction.**

3. Once confirmed and narrowed to exclude criminal-inquiry topics and vague catch-alls, we can schedule my interview on the **in-scope** items.

West Covina taxpayers are entitled to an investigation that respects the **Brown Act**, avoids encroaching on **criminal inquiries**, and adheres to the City's **manager-administered** structure. Please adjust immediately and route all scope clarifications through **Milan Mrakich** and [redacted] for written confirmation before proceeding.

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina



From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Thursday, November 6, 2025 3:53:45 PM
To: Kelly Gemelli <kelly@gemelliemploymentlaw.com>; Milan Mrakich <MMrakich@westcovina.org>
Subject: Re: Confidential Workplace Investigation, City of West Covina, Follow up Request for Investigative Interview including scope

Hi Kelly…Monday,anytime at or after 5pm central

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina



From: Kelly Gemelli <kelly@gemelliemploymentlaw.com>
Sent: Thursday, November 6, 2025 3:46:20 PM
To: Brian Gutierrez <Brian.Gutierrez@westcovina.org>; Milan Mrakich <MMrakich@westcovina.org>
Subject: Re: Confidential Workplace Investigation, City of West Covina, Follow up Request for Investigative Interview including scope

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Brian,

I'm sorry I was not available last night as I was traveling. Would you be available on Monday 11/10 or Wednesday 11/12? [redacted] many of my questions will be based upon your responses. To ensure I fully understand your concerns, as well as accurately capture the information you provide to me, I will ask follow up questions that I won't know until your interview begins. I can confirm the focus of my questions will center around the following:

1) your complaint filed with Human Resources on or about September 3, 2025, including the cease and desist letter you sent to Mayor Pro Tem Letty Lopez-Viado on September 3, 2025, in which you said she engaged in "harassing" and "retaliatory" conduct. I will ask you to help me understand what happened to make you feel this way. I will also ask you for all evidence you have in support of your concerns, whether it's photos, videos, or documents.

2) your complaint filed with Human Resources on August 14, 2025 about Mayor Tony Wu, as well as your cease and desist letter you sent him on August 17, 2025 in which you alleged he engaged in "harassment," "retaliation," and "intimidation". I will ask you to help me understand what happened to make you feel this way. I will also ask you for all evidence you have in support of your concerns, whether it's photos, videos, or documents.

,
3) your response to Mayor Pro Tem Letty Lopez-Viado's complaint that you engaged in "harassing" and "retaliatory" conduct. This includes, but is not limited to, sending her a cease and desist letter, including the contents of that letter,

and having her personally served at her residence. Again, I will ask you for all evidence you have or are aware of that she engaged in misconduct, or made false statements.

4) your response to Mayor Wu's August 18th email in which he raised concerns that you "harassed" and "threatened" him, including all evidence you have or are aware of that he engaged in misconduct, or made false statements.

5) any other concerns or complaints you feel are relevant or important for me to better understand the ongoing conflict amongst the City Councilmembers.

I hope this provides you with a roadmap for your investigative interview. Please let me know when you are available to schedule your interview and I will send you a confidential Zoom link.Thank you.

Kelly D. Gemelli
Employment Attorney I Workplace Investigator

p: (858) 735-2568
e: kelly@gemelliemploymentlaw.com

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www.gemelliemploymentlaw.com

On Wed, Nov 5, 2025 at 3:27 PM Brian Gutierrez <Brian.Gutierrez@westcovina.org> wrote:

> Hi Kelly,
>
> I wanted to let you know that I am now on Central Time and am available for communication any time after 5:00 p.m. Central.
>
> [redacted] I would appreciate it if you could please provide any questions in writing so that I can respond both in writing and verbally.
>
> To confirm in writing, will your investigation cover only (1) the HR complaint I initially filed and (2) the counter--HR complaint filed by Lopez Viado, which she discussed during the Special Council meeting on September 10, 2025?

From: Kelly Gemelli <kelly@gemelliemploymentlaw.com>
Sent: Tuesday, November 4, 2025 10:42:16 AM
To: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Cc: Milan Mrakich <MMrakich@westcovina.org>
Subject: Re: Confidential Workplace Investigation, City of West Covina, Follow up Request for Investigative Interview

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Councilmember Gutierrez,

Thank you for your call this morning. Unfortunately, I am no longer available to meet today. Tomorrow, my calendar is also full. Please let me know your availability the rest of this week, and also the first of next week. Once we find a mutually convenient time to speak, I will send you a confidential Zoom link. Thank you.

Kelly D. Gemelli

Employment Attorney I Workplace Investigator

p: (858) 735-2568
e: kelly@gemelliemploymentlaw.com

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On Mon, Nov 3, 2025 at 3:26 PM Brian Gutierrez <Brian.Gutierrez@westcovina.org> wrote:

> Video provided by process server.

ATTACHMENT 8

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Formal Response to Your Inquiry – Scope Limitation & Confidentiality Notice

Kelly Gemelli <kelly@gemelliemploymentlaw.com> Tue, Nov 25, 2025 at 1:48 PM
To: Brian Gutierrez <briangutierrez1990@gmail.com>
Cc: Milan Mrakich <mmrakich@westcovina.org>, [redacted]@westcovina.org>

Councilmember Gutierrez,

In response to your concerns, please see attached the most recent correspondence from the Los Angeles District Attorney's Office, dated November 24, 2025. In the email exchange, the Head Deputy of the Public Integrity Division states "our advice is to proceed with actions that you and your team deem appropriate without consideration to the possible existence of any investigation."

I previously assured you that I do not intend to inquire about criminal matters. I intend to ask you questions about your complaints filed with Human Resources alleging that Mayor Pro Tem Letty Lopez-Viado and Mayor Wu engaged in "harassing" and "retaliatory" conduct. I also intend to ask you about their concerns that you engaged in "harassing" and "retaliatory" conduct.

In your email below, you indicate you *do not consent* to be recorded during your investigative interview. I have been recording all interviews to ensure we have a clear record of questions and responses. Should you not wish to be recorded, your request will be noted in my report. Finally, I want to remind you that since I am a neutral third party investigator, and not your attorney, your communications with me are neither privileged, nor confidential.

Please get back to me with your availability next week so that we can find a mutually convenient time to schedule your investigative interview. I look forward to speaking with you. Thank you.

Kelly D. Gemelli
Employment Attorney I Workplace Investigator

p: (858) 735-2568
e: kelly@gemelliemploymentlaw.com

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[Quoted text hidden]

11 24 2025 correspondence from LA Dist Attorneys Office.pdf
1686K

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

FW: City of West Covina [IMAN-BUCHALTER.FID5520244]

Fox, Kathryn B. <kfox@buchalter.com> Mon, Nov 24, 2025 at 4:12 PM
To: Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Dear Kelly,

Please see the correspondence below with the LA District Attorney's Office.

Katie

Buchalter

Kathryn B. Fox she/her/hers
Shareholder
T (619) 219-5371
kfox@buchalter.com

655 W. Broadway, Suite 1600
San Diego, CA 92101
www.buchalter.com | Bio

From: O'Connell, Thomas M. <toconnell@buchalter.com>
Sent: Monday, November 24, 2025 4:12 PM
To: Marc Beaart <MBeaart@da.lacounty.gov>
Cc: Fox, Kathryn B. <kfox@buchalter.com>
Subject: RE: City of West Covina

Thank you sir. We will proceed accordingly.

Thomas M. O'Connell he/him/his
Shareholder
San Diego Office
T (619) 219-6330
C (442) 285-9802

From: Marc Beaart <MBeaart@da.lacounty.gov>
Sent: Monday, November 24, 2025 4:11 PM
To: O'Connell, Thomas M. <toconnell@buchalter.com>
Cc: Fox, Kathryn B. <kfox@buchalter.com>
Subject: RE: City of West Covina [IMAN-BUCHALTER.FID5520244]

This message has originated from an **External Email**. mbeaart@da.lacounty.gov <mbeaart@da.lacounty.gov>:

Hello Thomas O'Connell, Esq.,

As a matter of policy, the Public Integrity Division does not discuss the status of any pending or non-pending reviews and/or investigations. We only reveal the existence of investigations upon either the formal filing of criminal charges or the closure of our investigation.

Our advice is to proceed with actions that you and your team deem appropriate without consideration to the possible existence of any investigation.

Have a good evening,

Marc Beaart

Head Deputy

Public Integrity Division

Los Angeles District Attorney's Office

From: O'Connell, Thomas M. <toconnell@buchalter.com>
Sent: Monday, November 24, 2025 2:29 PM
To: Marc Beaart <MBeaart@da.lacounty.gov>
Cc: Fox, Kathryn B. <kfox@buchalter.com>
Subject: RE: City of West Covina [IMAN-BUCHALTER.FID5520244]

You don't often get email from toconnell@buchalter.com. Learn why this is important

Mr. Beaart,

I write to follow up on the below email. We have been asked to follow up to confirm that law enforcement has not initiated an investigation that would prevent the City of conducting an independent investigation. Please let us know at your earliest possible convenience so we may inform the appropriate parties. Thank you.

Tom

Buchalter

Thomas M. O'Connell
he/him/his
Shareholder

T (619) 219-6330
C (442) 285-9802

toconnell@buchalter.com

655 W. Broadway,
Suite 1600
San Diego, CA 92101

www.buchalter.com

From: Marc Beaart <MBeaart@da.lacounty.gov>
Sent: Thursday, September 18, 2025 5:16 PM
To: O'Connell, Thomas M. <toconnell@buchalter.com>
Subject: City of West Covina

This message has originated from an **External Email**. mbeaart@da.lacounty.gov <mbeaart@da.lacounty.gov>:

Hello Thomas O'Connell, Esq.,

Currently, we are reviewing the City of West Covina matter – it has not reached the investigation level.

Feel free to run an independent investigation – no need to confer and/or update with us.

Have a good evening,

Marc

Marc Beaart

Head Deputy

Political Integrity Division

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ATTACHMENT 9

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Formal Response to Your Inquiry – Scope Limitation & Confidentiality Notice

Brian Gutierrez <briangutierrez1990@gmail.com> Tue, Nov 25, 2025 at 2:40 PM
To: Kelly Gemelli <kelly@gemelliemploymentlaw.com>
Cc: Milan Mrakich <mmrakich@westcovina.org>, [redacted]@westcovina.org>,
"mbeaart@da.lacounty.gov" <mbeaart@da.lacounty.gov>

Dear Ms. Gemelli,

I am responding to your most recent email.

First, I want to be clear:

I have not refused to cooperate with your investigation. I am simply establishing appropriate legal and professional boundaries regarding its scope.

As previously stated, I will not answer any questions—directly or indirectly—regarding:

- Whether I have communicated with law enforcement,
- Whether I provided information to any outside agency, or
- Whether any investigations exist, past or present.

These matters are not within your authority as a third-party workplace investigator and fall under the jurisdiction of external law-enforcement agencies. I neither confirm nor deny anything related to those areas.

I will cooperate with your investigation as it relates solely and strictly to my Human Resources complaint alleging workplace harassment and retaliation. That includes events, interactions, and conduct I personally experienced or observed within the course of City business.

I also do not consent to being recorded. There is no legal requirement that I agree to recording, and my refusal is not obstruction. It is based on safety and confidentiality concerns.

Please note my refusal only as a safety-based decision, not as a lack of cooperation.

While I understand your position as a neutral investigator, questions or references to any "history" involving outside agencies are inappropriate and raise serious personal safety concerns. I expect these boundaries to be respected and not mischaracterized in your report.

I will participate in an interview provided:

1. The questioning remains within the HR scope defined above.
2. The interview is not recorded.

3. No questions are asked relating to law enforcement matters.

Please confirm that you will respect these conditions before scheduling.

Respectfully,

Brian Gutierrez

Councilmember

City of West Covina

On Tue, Nov 25, 2025 at 1:48 PM Kelly Gemelli <kelly@gemelliemploymentlaw.com> wrote:

Councilmember Gutierrez,

In response to your concerns, please see attached the most recent correspondence from the Los Angeles District Attorney's Office, dated November 24, 2025. In the email exchange, the Head Deputy of the Public Integrity Division states "our advice is to proceed with actions that you and your team deem appropriate without consideration to the possible existence of any investigation."

I previously assured you that I do not intend to inquire about criminal matters. I intend to ask you questions about your complaints filed with Human Resources alleging that Mayor Pro Tem Letty Lopez-Viado and Mayor Wu engaged in "harassing" and "retaliatory" conduct. I also intend to ask you about their concerns that you engaged in "harassing" and "retaliatory" conduct.

In your email below, you indicate you *do not consent* to be recorded during your investigative interview. I have been recording all interviews to ensure we have a clear record of questions and responses. Should you not wish to be recorded, your request will be noted in my report. Finally, I want to remind you that since I am a neutral third party investigator, and not your attorney, your communications with me are neither privileged, nor confidential.

Please get back to me with your availability next week so that we can find a mutually convenient time to schedule your investigative interview. I look forward to speaking with you. Thank you.

Kelly D. Gemelli
Employment Attorney I Workplace Investigator

p: (858) 735-2568
e: kelly@gemelliemploymentlaw.com

GEMELLI
EMPLOYMENT LAW

www.gemelliemploymentlaw.com

On Fri, Nov 21, 2025 at 8:39 PM Brian Gutierrez <briangutierrez1990@gmail.com> wrote:

FINAL EMAIL:

Dear Kelly,

I am responding to your email dated November 8, 2025 at 7:56 PM, in which you stated:

> "The reason I want to ask you questions about your interactions with Mayor Wu is because you filed a complaint with Human Resources alleging Mayor Wu engaged in 'harassing' and 'retaliatory' conduct towards you."
>
> "...a pattern of conduct, in which you send cease and desist letters, threaten litigation, and report individuals to various law enforcement and administrative agencies..."

I need to be clear and direct.

1. Law-Enforcement Matters Are Outside Your Scope

I will not answer any questions, directly or indirectly, regarding:

- Whether I have communicated with any law enforcement agency
- Whether I provided information to any outside agency
- Whether any matters are "active," "inactive," or otherwise
- Any past or present interactions with federal or state investigators

These issues are not within your authority and are not subject to internal HR or third-party investigative review.

You are not a law enforcement officer, and you are not authorized to interrogate, infer, or request information related to that subject matter.

You may not frame these inquiries indirectly by referencing a "history" of reporting or implying investigative activity. (del)

I will neither confirm nor deny anything.

2. Your Questions Create Safety Concerns

Your reference to a supposed "history" of reporting individuals to outside agencies raises legitimate safety and professional concerns.

You are not entitled to that information, and discussing or including such subject matter in any report creates unnecessary risk.(del)

This is not a matter of convenience — it is a matter of personal safety and legal boundaries.

3. Scope of My Cooperation

I will respond only to questions strictly limited to:

- The specific Human Resources complaint I filed
- The allegations directly related to that complaint
- Events I personally experienced within the municipal workplace context

  -I do not consent to be recorded

Anything beyond that crosses into territory that is not within your legal or ethical scope.

4. Confidentiality & Use Restriction

This communication contains sensitive information and is provided solely for the purpose of clarifying professional boundaries.

You are not authorized to:

- Quote this email in any report outside of its limited HR context

- Disclose this correspondence to individuals not directly involved in the matter under legal obligation
- Use or interpret this email as consent to broader questioning

This email is being copied to specific parties solely for documentation and safety awareness purposes as I have a fear for my life in a unrelated matter.

They are not required to respond, participate, or be referenced in any report.I will not include them again on future emails.

5. Professional Expectation

You stated that my position "ties your hands."

In reality, it establishes proper boundaries.

I am cooperating within the limits of the law and my personal safety.

I expect you, as a licensed attorney, to respect those boundaries, whether convenient or not.

I am not seeking to argue, justify, or debate.

I am requesting that you proceed appropriately and within legal restrictions. If you need to schedule an appointment with me you may do so by emailing my city email directly.

Respectfully,

Brian Gutierrez

Councilmember

City of West Covina

Confidentiality Disclaimer

Confidential Communication Notice:
This email contains information of a sensitive and potentially protected nature. It is intended solely for the individual(s) addressed and for the limited purpose stated herein. Unauthorized review, disclosure, dissemination, copying, or use is strictly prohibited. No portion of this email may be included in investigative reports or distributed beyond its intended legal or administrative scope without written authorization.

ATTACHMENT 10

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Fw: Concerns Regarding Presentation Scheduling and Bidding Process Integrity

Letty Lopez-Viado <LLopez-Viado@westcovina.org> Sun, Nov 9, 2025 at 12:18 AM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>

Hi Kelly,

The Mayor has told Gutierrez to "refrain from using threatening language toward our city staff. Treat everyone with respect — be polite, be nice, and be friendly." Below is the email Gutierrez sends to staff [redacted], who left the City because of Gutierrez. He threatens [redacted] See his email below, which was also included in my censure presentation.

Thank you,
Letty

From: Mayor Tony Wu <wuforwestcovina@gmail.com>
Sent: Wednesday, June 4, 2025 6:06 AM
To: Letty Lopez-Viado <LLopez-Viado@westcovina.org>; Olegario D. Cantos VII <ollie.cantos@westcovina.org>; Rosario Diaz <Rosario.Diaz@westcovina.org>
Subject: Fwd: Concerns Regarding Presentation Scheduling and Bidding Process Integrity

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

For your information.

Tony Wu

Sent from my iPad

Begin forwarded message:

> **From:** Mayor Tony Wu <wuforwestcovina@gmail.com>
> **Date:** June 4, 2025 at 6:02:12 AM PDT
> **To:** Brian Gutierrez <Brian.Gutierrez@westcovina.org>
> **Cc:** [redacted]@westcovina.org>, Milan Mrakich <MMrakich@westcovina.org>, [redacted]@westcovina.org>, [redacted]@westcovina.org>, "Thomas P. Duarte" <tpd@jones-mayer.com>, Richard Jones <rdj@jones-mayer.com>, Tony Wu <Tony.Wu@westcovina.org>, [redacted]@westcovina.org>
> **Subject: Re: Concerns Regarding Presentation Scheduling and Bidding Process Integrity**
>
> Hi Brian,
>
> We have five elected city council members — you are one of them, and each member has one vote and their own opinions. If you have concerns about any illegal activity or potential corruption, please report them to the appropriate authorities, such as your friends at the FBI or the District Attorney's office.
>
> I have reminded you multiple times: please refrain from using threatening language toward our city staff. Treat everyone with respect — be polite, be nice, and be friendly.
>
> Have a great time enjoying the World Cup at Germany!

Tony Wu
Mayor
West Covina

Sent from my iPad

On Jun 4, 2025, at 4:32 AM, Brian Gutierrez <Brian.Gutierrez@westcovina.org> wrote:

Dear Milan and [redacted],

I hope this message finds you well.

It was my understanding that [redacted] would be delivering the recent presentation, given [redacted] oversight of the Building Division. However, I noticed that TransTech was again selected to present on a day I happened to be out. This marks their third presentation in recent weeks, which raises serious concerns about the appearance of favoritism toward a single vendor.

Given TransTech's active involvement in a current bidding process, providing them repeated visibility could create an unfair advantage and undermine the integrity of the competitive process. As you both know, maintaining transparency and equity is not only a best practice but a legal and ethical obligation in public procurement.

As an elected official, it is both my right and duty—by the authority vested in me by the voters who placed their trust in my office—to bring these concerns forward. Doing so fully complies with federal law and aligns with our shared responsibility to uphold public trust.

Please also be advised that I reserve the right to elevate this matter to the appropriate authorities, including Los Angeles County District Attorney Nathan Hochman and the FBI Public Integrity Unit, with whom I maintain a professional relationship, should circumstances warrant further review.

I trust that you will treat this issue with the seriousness it deserves. Thank you for your attention and for your continued commitment

to integrity in public service.

Best regards,

Brian Gutierrez

Councilmember, 1st District
City of West Covina
<Image.jpeg>

From: [redacted]@westcovina.org>
Sent: Tuesday, June 3, 2025 5:12:13 AM
To: Tony Wu <Tony.Wu@westcovina.org>; Olegario D. Cantos VII <ollie.cantos@westcovina.org>; Brian Gutierrez <Brian.Gutierrez@westcovina.org>; Rosario Diaz <Rosario.Diaz@westcovina.org>; Letty Lopez-Viado <LLopez-Viado@westcovina.org>
Cc: Milan Mrakich <MMrakich@westcovina.org>; [redacted]@westcovina.org>; [redacted]@westcovina.org>
Subject: June 3rd City Council Meeting Presentation - Building Division Community Update and Milestones

Good Evening Mayor and City Councilmembers,
On behalf of Acting City Manager Milan Mrakich, I am sending a copy of the Building Division presentation for tomorrow's (June 3, 2025) City Council meeting.

Please let me know if you have any questions or concerns, or if you are having trouble opening the document.

Sincerely
[redacted]

[redacted]

City Hall Business Hours:

Monday-Thursday 7:30 AM-5:30 PM

<Outlook-LogoDesc.png>

ATTACHMENT 11

PRESS RELEASE

1444 W Garvey Avenue • West Covina • CA 91790 • Phone (626) 939-8401

For Immediate Release
November 21, 2023

Contact: [redacted]

City of West Covina to Host Largest Toy Giveaway in the San Gabriel Valley

WEST COVINA, CA, November 21, 2023 –The City of West Covina, Film It West Covina, and Humilde House of Charities will host a Centennial Toy Giveaway on Sunday, December 3, 2023.

The Toy Giveaway is a drive-through event and will take place at 1444 Garvey Avenue South, in the City of West Covina. The event will begin at 10:00 a.m. and will feature live radio broadcasts from 97.9 La Raza and Mega 96.3. $100,000 worth of Mattel toys will be provided to children during the largest toy giveaway event in the San Gabriel Valley.

Through collaboration by Councilwoman Letty Lopez-Viado and Brian Gutierrez West Covina's Planning Commission Chair, the City of West Covina is partnering with Humilde House of Charities, Film It West Covina, Envision Motors, SBS Spanish Broadcasting, Mattel Toys, Singer Realty Group, Rancho Humilde Music Group. The event will also have special appearances by [redacted], [redacted], [redacted], [redacted], [redacted], and [redacted].

"We are honored that the City of West Covina was selected to host this event," said Centennial Mayor Rosario Diaz, "partnering on this toy giveaway will bring joy to the children of our community."

"We, Film It West Covina, are excited to partner with the City on this worthwhile event bringing smiles to children in West Covina and surrounding region" stated Film It Board Member/City Councilwoman Letty Lopez-Viado

"As Chair of the Planning Commission of West Covina, it gives me great honor to unite businesses together to give back to children in need," said Brian Gutierrez, "The impossible is always possible."

Individuals are asked to safely drive southbound on Sunset Avenue to access the Toy Giveaway. The que will open at 9:00 a.m. and can be entered from W. Garvey Avenue N. at Sunset Avenue. Children must be present in the car for this drive-through event in order to receive a toy. Walkups will be turned away. Toys will be distributed on a first-come, first-served basis while supplies last.

###

ATTACHMENT 12

Fw: Accountability, Conflicts of Interest, and False Allegations

Brian Gutierrez
Letty Lopez-Viado
Wed, Sep 3, 2025, 9:00 AM

Dear Mrs. Lopez Viado,

At yesterday's Council meeting, you publicly defended the Chinese American Association of West Covina (CAAWC) despite their repeated failure to comply with the City Council's June 17, 2025 directive to provide financial records. This is deeply troubling given that CAAWC presented numbers that do not match their IRS filings. In plain terms, falsified numbers were placed before the Council, and rather than fulfilling your duty under the law to question this, you disregarded it.

Equally concerning is the timing of your own nonprofit's compliance. Film-It West Covina only turned in its records this past Monday, September 1, 2025 — on a holiday — after multiple missed deadlines. Based on the pattern I have observed, this late compliance appears to have occurred only after Mayor Wu gave you permission, following his prior instructions to resist. If true, this demonstrates undue influence and raises serious questions about your independence.

Your financial ties to CAAWC further compound the problem:

- Film-It West Covina has accepted thousands of dollars from CAAWC.
- Your campaign has accepted hundreds of dollars from CAAWC members.

By defending CAAWC while benefitting from their money, you have created a clear appearance of a conflict of interest. Under the Political Reform Act (Gov. Code § 87100), no public official may make or attempt to influence decisions in which they have a financial interest. Your actions risk violating both the letter and spirit of that law.

Meanwhile, Mayor Wu has repeatedly referred to you as his "puppet," boasting that he "made you win" and "raised all of your campaign money." Sadly, your actions at Council only reinforced that label. This is a disgrace to the people who elected you and entrusted you to serve taxpayers, not to serve as an extension of another elected official's will.

I must also address your false remarks about the toy giveaway event. You insinuated I wasted taxpayer money by helping bring community partners together to distribute more than 100,000 toys. That allegation makes no sense: at the time, I was serving as a Planning Commissioner, not a Councilmember, and had no authority to direct the City Manager or allocate taxpayer resources. You were the Councilmember in charge of planning the event.

The facts speak for themselves:

- The event included a Los Angeles County Sheriff's Department flyover.
- Over 20,000 toys went directly to Police and Fire for community distribution.
- The City closed down a street not to profit, but to give toys back to families in need.

Unlike your nonprofit, which has received taxpayer money, and unlike CAAWC, which has received over $152,000 in taxpayer resources, this event was purely for the community. To mischaracterize it as wasteful while excusing the misuse of taxpayer dollars by nonprofits tied to you and Mayor Wu is slanderous.

Transtech and Conflicts of Interest

I must also raise your past defense of Transtech, despite serious red flags. [redacted], working with [redacted], engaged in questionable conduct by removing voting members who scored Transtech low during the procurement process. This manipulation allowed Transtech to advance in Round 2 and ultimately win the contract.

What further raises concern is Transtech's relationship to your nonprofit. Public information indicates Transtech has provided support to Film-It West Covina, including donating iPads for a raffle. As a sitting Councilmember, soliciting or accepting donations from a current city contractor raises significant conflict-of-interest concerns. Using a nonprofit as the vehicle for those donations does not immunize the conduct from scrutiny under the law.

Under the Political Reform Act (Gov. Code § 87100), you cannot influence governmental decisions in which you have a financial interest. Under FPPC Regulation 18215 and Gov. Code § 89512, in-kind contributions — including donated goods from contractors — must be reported at fair market value. If you accepted these iPads, I sincerely hope you reported them properly; failure to do so would be a violation.

Brown Act & Misuse of Public Funds

Councilwoman Lopez Viado, I also remind you that phone records do not lie. They will show the pattern of Mayor Wu contacting you repeatedly to instruct you on how to vote — the same pattern he has openly boasted about to me. You should be extremely cautious, because serial communications of this kind are a Brown Act violation (Gov. Code § 54952.2; Roberts v. City of Palmdale (1993) 5 Cal.4th 363). Attempting to line up votes outside of public meetings is unlawful, and being caught in that conduct would carry serious consequences.

<u>And to be clear about consequences: Misuse of public funds is a crime in California.</u>

- Penal Code § 424: willful or grossly negligent misappropriation of public money is a felony (potential

imprisonment, restitution, and disqualification from office).

- Gov. Code §§ 1090/1097: contracts made with a prohibited financial interest are void, and willful violations can be a felony with fines, imprisonment, and permanent disqualification from holding office.
- Gov. Code § 8314: unlawful use of public resources for private advantage can trigger civil penalties (up to $1,000 per day and treble damages).

This is a formal legal warning to cease and desist from making false and defamatory statements about me. If this continues, I will pursue all available legal remedies to protect both my reputation and the truth.

And to be clear about legal advice: you should not attempt to use the City Attorney as your personal defense against the concerns I have raised in this email. Under California law and the Rules of Professional Conduct of the State Bar of California, the City Attorney's client is the City of West Covina as a municipal corporation, not any individual Councilmember. His duty is to the organization as a whole, not to shield one elected official from accountability. Any attempt to seek personal advice from him on this matter would be improper.

Finally, I remind you that no one is above the law. Choosing silence or compliance with Mayor Wu's directives is not neutrality — it is complicity. The law does not allow negligence or willful blindness as an excuse. Under Government Code § 1222 and Penal Code § 31, public officials who knowingly allow misconduct without acting share responsibility. Our oath of office requires us to act, not to look the other way.



Sincerely,

Brian Gutierrez

Councilmember, 1st District

City of West Covina

ATTACHMENT 13

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Fwd: FPPC Complaint No. COM-09062025-02961; Leticia "Letty" Lopez Viado

Letty Lopez-Viado <lettylopezwestcovina@gmail.com> Sat, Nov 8, 2025 at 4:39 PM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>

Hi Kelly,

Here is the email of the FPPC Complaint against me from Gutierrez. Attached is the first complaint and later an additional complaint he added. FPPC still has this investigation open, but here is my response below to them.

Thank you,
Letty

Additional FPPC Complaint No. COM-09062025-02961.pdf

Additional Info from Complainant - Leticia "Letty" Lopez Viado.pdf

FPPC Complaint No. COM-09062025-02961_ Leticia "Letty" Lopez Viado (1).pdf

---------- Forwarded message ---------
From: **Letty Lopez-Viado** <lettylopezwestcovina@gmail.com>
Date: Fri, Oct 3, 2025 at 12:10 PM
Subject: Re: FPPC Complaint No. COM-09062025-02961; Leticia "Letty" Lopez Viado
To: Vanessa Greer <vgreer@fppc.ca.gov>

Hi Ms. Vanessa Greer,

Thank you for your email and for sharing the attached document.

Mr. Gutierrez continues to make unfounded accusations and false claims against me. I have always conducted my activities with full transparency and in open communication with the public.

In his latest correspondence, Mr. Gutierrez included a copy of my Public Records Request (PRR) to the City regarding the nonprofit. Given his repeated allegations—such as claims that Film It missed multiple deadlines and other misleading statements he submitted to the FPPC—I felt it was necessary to investigate the sources of his information. My findings clearly demonstrate that his claims are baseless and inaccurate. His complaint to the FPPC includes statements that are simply untrue and lack any factual support.

Regarding his additional complaint, I want to clarify that no City funds were provided to Film It. Furthermore, no funds from the Carnival Fundraiser were issued to Film It. Should you need verification of this, please feel free to contact [redacted] directly.

Mr. Gutierrez's complaints appear inconsistent and lack clarity. If I have overlooked anything or if you require further information, please don't hesitate to let me know. I'm also more than willing to discuss this matter in greater detail.

Also, as a side note, there appear to be several FPPC violations on his part that may warrant review.

Thank you,
Letty Lopez-Viado

On Fri, Sep 26, 2025 at 6:15 PM Vanessa Greer <vgreer@fppc.ca.gov> wrote:

Hi Letty,

We received additional information from the complainant regarding the complaint against you. Please see attached. You don't have to provide a response, but you are welcome to. This complaint is still being reviewed, but you'll be notified as soon as a decision is made.

Please let me know if you have any questions. Have a good weekend!

From: Letty Lopez-Viado <LLopez-Viado@westcovina.org>
Sent: Thursday, September 25, 2025 10:41 AM
To: Vanessa Greer <vgreer@fppc.ca.gov>; [redacted]@gmail.com
Subject: Re: FPPC Complaint No. COM-09062025-02961; Leticia "Letty" Lopez Viado

EXTERNAL EMAIL

Hi Vanessa,

Is there anything else I can provide or submit?

Feel free to also watch the Sept.16 council meeting of my presentation regarding concerns of Brian Guttierrez conduct. We also approved to have the City do an investigation of all the concerns that both of us have and agreed to have the results presented publicly.

If there is anything I can do or send over, kindly let me know.

Thank you,

Letty

From: Vanessa Greer <vgreer@fppc.ca.gov>
Sent: Monday, September 22, 2025 5:23 PM
To: Letty Lopez-Viado <LLopez-Viado@westcovina.org>; [redacted]@gmail.com [redacted]@gmail.com>
Subject: RE: FPPC Complaint No. COM-09062025-02961; Leticia "Letty" Lopez Viado

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Letty,

Please see the attached letter you are cc'd on. We are taking additional time to review this matter. Thanks again for providing a response.

From: Letty Lopez-Viado <LLopez-Viado@westcovina.org>
Sent: Thursday, September 18, 2025 4:51 PM
To: Vanessa Greer <vgreer@fppc.ca.gov>; [redacted]@gmail.com
Subject: Re: FPPC Complaint No. COM-09062025-02961; Leticia "Letty" Lopez Viado

EXTERNAL EMAIL

Good Afternoon Ms. Vanessa Greer,

I am writing in response to the complaint recently filed against me, alleging improper conduct involving the organizations Film It West Covina and CAAWC.

First, I want to state unequivocally that I take compliance with the Political Reform Act seriously and have always sought to act transparently and ethically in my role as a public official.

Regarding the City Council meeting held on September 2nd, I would like to clarify that the only agenda item related to Film It and CAAWC was a presentation. There was no agendaized item of a CAAWC subpoena, nor was there any vote or official action taken by the Council on that matter. The issue was raised by Councilmember Guttierrez during a discussion at the end of the City Council Request, and the City Attorney clearly stated that there was no conflict of interest on the other matters he discussed here. I encourage you to review the agenda packet and meeting recording, which is publicly available.

To date, I am unaware of any "multiple governmental decisions involving CAAWC," as referenced in the complaint. None occurred during my time or in connection with my position.

Regarding Film It West Covina, it is a nonprofit organization that hosts an annual Student Film Festival. While I helped launch the nonprofit, the 2022 festival was the first year that it was fully student-run, and it has continued in that format. I currently serve as a board committee member, along with educators and community members, to support the students in an advisory capacity. The festival's day-to-day operations, finances, and decisions are managed entirely by the student leadership team. I have no financial interest, receive no compensation, and have never accepted any gifts or benefits that would require disclosure under FPPC regulations.

The complaint includes a Film It sponsorship packet, which Mr. Gutierrez included. It publicly lists the [redacted] with her photo and includes sponsorship details. He attached a photo of the event t-shirt that lists the sponsors on the back, which was distributed to attendees in swag bags.

My involvement with Film It has been publicly disclosed, and presentations related to the organization have been made openly at Council meetings. There has been no attempt to hide my role or misrepresent my relationship with the nonprofit.

I believe this complaint is unfounded and lacks specific factual support. It appears to have been filed in retaliation for my public comments regarding an unrelated matter involving Councilmember Guttierrez. Unfortunately, this complaint appears to be politically motivated, rather than grounded in any actual violation of law or ethical standards.

Nonetheless, I remain fully committed to cooperating with FPPC. Please let me know if you require additional documentation or clarification.

Thank you for your time and consideration.

Sincerely,

Letty Lopez-Viado

Mayor Pro Tem

From: Vanessa Greer <vgreer@fppc.ca.gov>
Sent: Wednesday, September 10, 2025 4:59 PM

To: Letty Lopez-Viado <LLopez-Viado@westcovina.org>; [redacted]@gmail.com [redacted]@gmail.com>

Subject: FPPC Complaint No. COM-09062025-02961; Leticia "Letty" Lopez Viado

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Leticia "Letty" Lopez Viado:

The Enforcement Division of the Fair Political Practices Commission has received a sworn complaint alleging you violated the Political Reform Act. Please see attached. We are requesting a written response to the complaint by **September 18, 2025.**

Thanks,

Vanessa Greer
Political Reform Consultant
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street, Suite 3050, Sacramento, CA 95811
279-237-5965 | vgreer@fppc.ca.gov

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ATTACHMENT 14

JOHN DOE
Confidential Address – [redacted]

Phone Confidential [redacted]
Email Address [redacted]
In Pro Per

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

JOHN DOE,

Plaintiff,

vs.

CITY OF WEST COVINA,

Defendant(s)

Case No.: 25STCV26419

Assigned for All Purposes to the
Honorable Judge Alison Mackenzie

EX PARTE DECLARATION OF JOHN DOE

Hearing Date: September 12, 2025

Time: 8:30 AM

Dept: 82

Action Filed: 09/09/2025

Case Type: Civil Unlimited

DECLARATION OF JOHN DOE

IN SUPPORT OF EX PARTE MOTION FOR RECONSIDERATION AND RENEWED APPLICATION FOR TRO

I, John Doe, declare as follows:

I. BACKGROUND AND PUBLIC SERVICE

1. I am an elected member of the West Covina City Council, and I make this declaration in support of my Ex Parte Motion for Reconsideration of the denial of my prior application for a Temporary Restraining Order ("TRO").
2. I grew up in the foster care system, experiencing firsthand the vulnerabilities of those without strong advocates. My life experiences shaped my passion for public service and my commitment to transparency and accountability in government.
3. Because of my dedication, I was appointed by **Governor Jerry Brown** and later **Governor Gavin Newsom** to serve on various California state boards and commissions, where I worked to improve policies for youth, families, and communities.
4. Today, I represent the City of West Covina and the San Gabriel Valley as the **first autistic elected councilmember in California**. My service is not for personal gain, but stems from a deep belief that government must work for the people, especially those who are often unheard.
5. The retaliatory actions being taken against me by my colleagues — including the orchestration of a censure motion — are causing me **severe emotional distress**, undermining my ability to serve effectively, and stigmatizing the very identity and values that brought me into public service.

II. [redacted] AND SAFETY RISKS

6. [redacted]

7.

8.

9.

III. NEW FACTS SUPPORTING RECONSIDERATION

10. On **September 9, 2025**, at approximately 5:12 p.m., the City posted an agenda for a special City Council meeting scheduled for September 10, 2025.
11. On the same day, I obtained an **email chain** where:

- **Mayor Pro Tem Leticia Lopez-Viado** requested a special meeting **"to consider a censure... so that it can be added to our upcoming September 16 agenda."**
- **Mayor Tony Wu** directed Acting City Manager Milan Mrakich and City Attorney Thomas Duarte: **"Please arrange a special council meeting... per Mayor Pro Tem request."**

12. This evidence was not available when I filed my prior ex parte application. It is therefore a **new and different fact** under **Code of Civil Procedure § 1008(a)**.
13. The email proves the special meeting was part of a **deliberate plan** to place a retaliatory censure against me on the September 16 regular meeting agenda.
14. Given Mayor Wu's reliable voting bloc, I believe with certainty that this item will be advanced unless restrained by this Court.

IV. IMMEDIATE AND IRREPARABLE HARM

15. If the censure item is placed on the September 16 agenda, I will suffer **irreparable harm**:

- **Reputational harm:** Once discussed at a televised meeting, the stigma of censure cannot be undone. *IT Corp. v. County of Imperial* (1983) 35 Cal.3d 63.
- **Constitutional harm:** This censure punishes me for performing oversight duties and exposing conflicts of interest, in violation of the **First Amendment**. *Bond v. Floyd* (1966) 385 U.S. 116.
- **Emotional harm:** These retaliatory actions have already caused me **severe emotional distress**, compounding my responsibilities as the first autistic elected official and undermining my ability to serve constituents effectively.

16. The **Brown Act (Gov. Code §§ 54950–54963)** requires transparency in public decision-making. The Sept. 9 email chain demonstrates **serial communications** among city leaders to advance a punitive agenda item, which may violate § 54952.2(b). See *Shapiro v. San Diego City Council* (2002) 96 Cal.App.4th 904.
17. Conflicts of interest further show retaliatory motive:

- Mayor Wu has directed resources to his spouse's nonprofit, **CAAWC**.
- Lopez-Viado has managed **Film It West Covina**, which has received donations from city contractors appearing before Council.

18. These conflicts fall under **Gov. Code §§ 87100, 87103(e), and 1090**, which prohibit public officials from participating in matters involving financial interests.

V. NEED FOR CONFIDENTIALITY AND SEALING

19. Disclosure of my identity or address would **prejudice the overriding interest in my safety** under [redacted].
20. The California Supreme Court has recognized that safety is an overriding interest justifying sealing. *NBC Subsidiary v. Superior Court* (1999) 20 Cal.4th 1178.
21. Here, sealing is **narrowly tailored**: I only request confidentiality for my true identity and address. The proceedings themselves remain open.
22. Without sealing, there is a **substantial probability** that disclosure would expose me to [redacted] and other dangers.

VI. CONCLUSION

23. The September 9, 2025 email chain is a **new fact** confirming a coordinated plan to retaliate against me through censure at the September 16 meeting.
24. If unrestrained, this censure will cause **irreparable reputational and constitutional harm**, and exacerbate my **emotional distress** as I continue to serve as the first autistic councilmember representing West Covina.
25. Additionally, my **safety and confidentiality must be preserved** under [redacted] and related law, due to my history as a [redacted].
26. I respectfully request that the Court reconsider its denial, issue a TRO restraining Respondent from placing or acting on the censure at the September 16 meeting, and order that all filings remain sealed under **Gov. Code § 6207** and **CRC 2.550–2.551**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 10th day of September, 2025, in Los Angeles County, California.

John Doe

John Doe
(Pseudonym under [redacted])

2. **Issue a Temporary Restraining Order** restraining Respondent, its City Council, officers, and agents from agendizing, advancing, or taking action on any item relating to Petitioner's censure at the September 16, 2025 regular City Council meeting;
3. **Order that all filings in this proceeding remain sealed** under Gov. Code § 6207 and CRC 2.550–2.551 to protect Petitioner's [redacted] confidentiality; and
4. Set an **Order to Show Cause re Preliminary Injunction**.

VII. CONCLUSION

The September 9, 2025 email chain constitutes **new facts** confirming a deliberate effort to censure Petitioner at the September 16 meeting. This establishes imminent and irreparable harm. Combined with Petitioner's [redacted] **status and substantial safety risks** [redacted], the Court has both a legal and constitutional duty to preserve confidentiality and prevent retaliation.

For these reasons, Petitioner requests reconsideration and issuance of a TRO with sealed records.

Dated: September 12, 2025

Respectfully submitted,

John Doe

John Doe, Petitioner

ATTACHMENT 15

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Fwd: Letter of Inquiry - FPPC Complaint No. COM-04122025-00998; Tony Tonghuai Wu

Mayor Tony Wu <wuforwestcovina@gmail.com> Thu, Oct 30, 2025 at 3:38 PM
To: Kelly Investigator <kelly@gemelliemploymentlaw.com>

Sent from my iPhone

Begin forwarded message:

From: Mayor Tony Wu <wuforwestcovina@gmail.com>
Date: August 29, 2025 at 3:40:00 PM PDT
To: [redacted]@scng.com>
Subject: Fwd: Letter of Inquiry - FPPC Complaint No. COM-04122025-00998; Tony Tonghuai Wu

For you information.

Tony Wu

Sent from my iPhone

Begin forwarded message:

From: Mayor Tony Wu <wuforwestcovina@gmail.com>
Date: April 21, 2025 at 1:24:56 PM PDT
To: Franceska Gonzalez <fgonzalez@fppc.ca.gov>
Subject: Re: Letter of Inquiry - FPPC Complaint No. COM-04122025-00998; Tony Tonghuai Wu

Dear Franceska,

I have received similar complaints cases, FPPC Complaint No. COM-11262024-05011 and FPPC Complain No. COM-02162025-00377 both cases all have been dismissed.

I am not a member of the Chinese American Association of West Covina (CAAWC) and am not involved with their operations. However, I have attached a letter from the organization to clarify any questions you may have.

Regarding the relationship between the City and [redacted] of Aurio Lighting that I have no involvement in nor have any knowledge of process between the two parties.

Thank you.

Sincerely yours,

Tony Wu

Sent from my iPad

On Apr 18, 2025, at 4:54 PM, Franceska Gonzalez <fgonzalez@fppc.ca.gov> wrote:

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

Please see the attached correspondence regarding FPPC Complaint No. COM-04122025-00998; Tony Tonghuai Wu. Your response is requested by Friday, May 2, 2025.

Thank you,

<Outlook-Descriptio.png>

Franceska Gonzalez

Intake Attorney - Enforcement Division
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street, Suite 3050, Sacramento, CA 95811
Office: 279.237.5993 | fgonzalez@fppc.ca.gov

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<Letter of Inquiry - FPPC Complaint No. COM-04122025-00998; Tony Tonghuai Wu.pdf>
<Submitted Attachments - FPPC Complaint No. COM-04122025-00998; Tony Tonghuai Wu.pdf>

Letter from CAAWC.pdf
60K

西柯汶纳市華人協會
Chinese American Association of West Covina

216 S. Citrus St., #548 West Covina, CA 91791
Email: caawcla@gmail.com

Date: December 05, 2024

Dear To whom it may concern,

The Chinese American Association of West Covina (CAAWC) is a nonprofit organization that was established in 2017 with a mission to empower our community by encouraging community involvement and by supporting the pursuit of cultural development in West Covina.

Our organization was founded by dedicated individuals who are passionate about making a difference in West Covina. One of the founding members is me.

My name is [redacted] and I am the [redacted] of CAAWC. I, like all our directors are elected positions selected by our board members. Our elected [redacted] is [redacted], who was elected due to her vast experience and background in the banking sector.

To fund our programs, scholarships, events, and activities, all of our members donate to the CAAWC. In addition, the organization actively fundraises to ensure our activities continue, such as donating to the afterschool program scholarship and food banks, donating PPE through the pandemic, and hosting our annual installations and The West Covina Moon Festival.

All our successful events are due to the support of our members and donations from community members and businesses. Our fundraising efforts are through CAAWC and have nothing to do with [redacted] Council member Tony Wu.

Sincerely,

[redacted]

Chinese American Association
Of West Covina (CAAWC)

STATE OF CALIFORNIA
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street • Suite 3050 • Sacramento, CA 95811

December 30, 2024

Tony Wu
Via email: tony.wu@westcovina.org

Re: Complaint No. COM-11262024-05011; Tony Wu

Dear Tony Wu:

The Enforcement Division of the Fair Political Practices Commission enforces the provisions of the Political Reform Act[1] (the "Act"). As you are aware the Enforcement Division informed you that we had received a complaint regarding a possible violation of the Act's behested payments provisions. However, based on a review of the complaint and your response, the Enforcement Division will not pursue an enforcement action in this matter.

Thank you for providing a response to our letter of inquiry. If you have any questions regarding this letter, please contact Shelby Pearce at the address shown above or by email to spearce@fppc.ca.gov.

Sincerely,

Christopher B. Burton

Christopher B. Burton, Assistant Chief
Enforcement Division

CBB/sp

1 The Political Reform Act is contained in Government Code sections 81000 through 91014, and all statutory references are to this code. The regulations of the Fair Political Practices Commission are contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations, and all regulatory references are to this source.

ATTACHMENT 16

Cease-and-Desist of Personal Remarks and Retaliation; Notice of Whistleblower Protections

---

Brian Gutierrez
Rosario Diaz
Wed, Aug 20, 2025, 1:49 AM
[redacted] Letter.pdf
[redacted]Text Cell Phone.pdf

Councilwoman Diaz,

I am writing to address ongoing concerns about personal remarks and retaliatory conduct. After the Council meeting on August 19, 2025, I was informed you told the City Attorney you "can't stand me." Such statements are unprofessional, undermine our working relationship, and risk damaging my reputation. I respectfully request that you cease and desist from making personal or disparaging comments about me in any setting—public or private.

I also want to be clear: I will not be bullied by you or by Mayor Tony Wu. According to the official FPPC campaign disclosure filings—and through Mayor Wu's own admission to me —a majority of your campaign contributions came as a result of his fundraising efforts. While anyone may assist in raising campaign funds, that does not relieve an elected official of the duty to act ethically, comply fully with the Political Reform Act, and ensure accurate and transparent FPPC reporting. As elected officials, we are held to a higher standard, and that standard requires us to safeguard taxpayer money and the public's trust regardless of who raised funds on our behalf.

It is also known that you lobbied me to appoint [redacted] to the Planning Commission, and when I chose not to do so, your subsequent conduct gave the appearance of retaliation. In addition, reports from others have raised concerns that during the altercation involving [redacted], you may have physically escalated the situation. While I raise this cautiously, any such conduct—if substantiated—should be subject to the same accountability standards we expect of all Councilmembers.

At the August 19, 2025, Council meeting, I also witnessed your support for a motion brought forward by Mayor Wu that sought to limit my ability to hold town halls in my council district following my accountability vote on CAAWC. While that motion was

ultimately changed because it did not have enough votes to pass, the attempt itself raises serious concerns about retaliation. I am also aware that you and Mayor Wu may attempt to bring this matter forward again with the support of Councilmember Letty Lopez Viado. Should you or any member of this Council cast votes that are intended to retaliate against me by limiting my ability to hold town halls or otherwise communicate with my constituents, I will view that as unlawful retaliation and will pursue all available legal remedies, including suing you personally if necessary. I will protect both my rights and the rights of my district's residents.

In addition, I have retained the letter written to me by [redacted]. That correspondence reinforces my concerns about undue influence and retaliation. In his own words, he acknowledges lobbying efforts surrounding his potential appointment, his belief that my refusal was tied to pressure from Mayor Wu, and his view that you considered my decision a personal betrayal. Rather than diminishing my concerns, this letter only confirms that inappropriate pressure was applied regarding official appointments and that retaliatory conduct followed when I did not comply.

This is especially relevant as our Council prepares to vote on the adoption of a formal Council Code of Conduct. That policy will apply equally to every member of this body, and I intend to support its fair and consistent enforcement so that professional standards are upheld across the board. My reference to this upcoming vote is not to influence or pressure you on how to vote, but to emphasize that all of us will be held accountable under the same standards once it is adopted.

Please also be advised that retaliation for raising good-faith concerns about potential legal or ethical issues is unlawful. California Labor Code §1102.5 protects individuals from retaliation for disclosing suspected violations of law. Federal law likewise protects officials against retaliation for protected speech on matters of public concern (First Amendment, enforceable via 42 U.S.C. §1983). Where misuse of public funds or fraud is implicated, anti-retaliation provisions of the False Claims Acts may apply (31 U.S.C. §3730(h); Cal. Gov't Code §12653). I expressly reserve all rights under these and any other relevant laws and will protect my rights in court if necessary.

For transparency and accurate record-keeping, I will forward the receipt for the birthday flowers I personally paid for during your tenure as Centennial Mayor, as well as documentation of the in-kind support on election night.

I remain committed to a respectful, professional working environment. I encourage us both to adhere to the highest standards—treat people the way you want to be treated—so we can focus on serving our constituents.

Respectfully,

Brian Gutierrez
Councilmember, 1st District
City of West Covina
Cell: 1 (626) 740-4904

ATTACHMENT 17

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Fw: FPPC Complaint No. COM-09032025-02870

Rosario Diaz <Rosario.Diaz@westcovina.org> Fri, Nov 7, 2025 at 4:03 PM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>

This is the reconsideration of the complaint.

Rosario

From: Rosario Diaz <Rosario.Diaz@westcovina.org>
Sent: Friday, September 26, 2025 5:41 PM
To: Franceska Gonzalez <fgonzalez@fppc.ca.gov>
Subject: Re: FPPC Complaint No. COM-09032025-02870

Dear Ms. Gonzalez,

Below is the additional information you requested for consideration. COM-09032025-02870.

In September 2023, Councilman Gutierrez (GUTIERREZ) made an offer to [redacted] to pay for the floral arrangements for my 60th birthday party. I texted GUTIERREZ a copy of the invoice, and in turn, he gave [redacted] a check for the full amount. At the end of the party the floral arrangements were all taken home by my guests.

Attachment One-Invoice for the flowers purchased at Botanical Florist.
Attachment Two- Check from JRJ Corporation International, Check #2459, dated 9/15/2023 in the amount of $771.75

In July 2025, GUTIERREZ sent me an email and mentioned the flowers and the campaign party (which surprised me, but I didn't give it a lot of thought).

On August 20, 2025, GUTIERREZ emailed me a **Cease and Desist** letter and once again he mentioned the flowers and the campaign party. As a result, I began to feel unsettled about accepting what I had considered a gracious gesture and generous gift from a good friend; so, I decided to reimburse GUTIERREZ for the full amount that he paid for the flowers. I thought he was trying to make me feel guilty for accepting his generous gift.

The invoice amount was not mentioned in his emails, so I began looking through my records and found the check that GUTIERREZ gave [redacted] to pay for the flowers. Then, for the first time, I noticed that the **payor was not** GUTIERREZ, but in fact **the payor was JRJ Corporation International.**

I considered that JRJ was perhaps his company, but it turns out this company is owned by a person named [redacted]. Again, GUTIERREZ did not make any reference to the amount that he paid for the flowers nor the amount he paid for the campaign event was never mentioned.

Attachment Two - Check from JRJ Corporation International, Check #2459, dated 9/15/2023

On August 21st, immediately following receiving the last GUTIERREZ email, I obtained a cashier check for the full invoice amount to reimburse GUTIERREZ for the flowers he gifted me for my 60th birthday party. The reimbursement cashier's check is payable to JRJ Corporation International.

Attachment Three-cashier's check dated August 21, 2025.

On September 2, 2025, at a West Covina City Council meeting, I gave GUTIERREZ an envelope that contained the cashier check for $771.75.

After the city council meeting, I was approached by a city employee and stated that this envelope was found on the floor.
I told her that that belonged to GUTIERREZ.

Later, that envelope was given to our acting city manager and he said that he would give the envelope to GUTIERREZ, but when he tried to give it to him, GUTIERREZ refused to take the envelope and said it didn't belong to him.
Later that week the city manager returned it to me.

On September 3, 2025, I received an email from the FPPC regarding the issues above.

Respectfully,
Councilwoman Rosario Diaz
District 3
West Covina, CA

From: Franceska Gonzalez <fgonzalez@fppc.ca.gov>
Sent: Wednesday, September 24, 2025 4:44 PM
To: Rosario Diaz <Rosario.Diaz@westcovina.org>
Subject: FPPC Complaint No. COM-09032025-02870

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

There has been a reconsideration request involving this complaint, COM-09032025-02870. I am seeking further clarification on your attempted reimbursement of the floral arrangement referenced in the allegations. I have attached the check provided as an attachment to the complaint.

Could you please provide further information on how you determined the amount to be reimbursed and the payee? Did Brian Gutierrez send you an invoice for the floral arrangement? If so, do you have a copy of the invoice that you could provide? Additionally, do you recall what was done with the flowers at the conclusion of your birthday party?

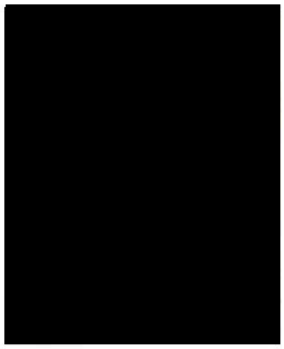
I know in your previous response to the complaint you mentioned an email from Gutierrez concerning both the flowers and the Election Day event. Would you be able to forward me the email or send it as an attachment if it provides information on claimed payments requested by Gutierrez?

Thank you,

Franceska Gonzalez
Intake Attorney - Enforcement Division
FAIR POLITICAL PRACTICES COMMISSION
1102 Q Street, Suite 3050, Sacramento, CA 95811
Office: 279.237.5993 | fgonzalez@fppc.ca.gov

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3 attachments



Attachment One-Botanical Florist Invoice.jpg
275K

Attachment Two-JRJ Corporation Intl-#2459, $771.75- 60th birthday party floral arrangements.pdf
376K

Attachment Three-CC payable to JRJ Corporation Intl dated 08-21-2025.pdf
158K

ATTACHMENT 18

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

FW: Request for Clarification Regarding City Sponsorship Promotion Practices

6 messages

Milan Mrakich <MMrakich@westcovina.org> Fri, Jan 16, 2026 at 12:19 PM
To: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Cc: [redacted]@westcovina.org>, [redacted]@westcovina.org>, [redacted]@westcovina.org>

Councilmember Gutierrez,

All City Staff work for me, and I am the person solely responsible for their work and conduct. As directed by the City Council, by a 5-0 vote, all matters of council concern are to be directed to my attention, not to my staff. I expect all members of the City Council to abide by this process without reservation or deviation.

To answer your question, the post on social media was developed and approved by me, and it was posted by the City Manager's Office. No directors or managers have access to our social media platforms.

Again, please direct all questions or concerns to my attention, and I will handle them accordingly.

Milan M. Mrakich | Acting City Manager

City Manager's Office | City of West Covina

1444 W. Garvey Avenue South | West Covina, CA 91790

Office (626) 939-8401 | Direct (626) 939-8402

Email: mmrakich@westcovina.org

City Website: www.westcovina.org



@WestCovinaCity

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From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Friday, January 16, 2026 10:48 AM
To: [redacted]@westcovina.org>
Cc: [redacted]@westcovina.org>; Milan Mrakich <MMrakich@westcovina.org>; [redacted]@westcovina.org>
Subject: Request for Clarification Regarding City Sponsorship Promotion Practices
Importance: High

Dear [redacted]

I hope you are doing well. I am writing to respectfully request clarification regarding the City's use of official communication platforms to recognize or promote private businesses as "community sponsors," including the recent City social media post welcoming and advertising a specific private business with promotional language, pricing, and incentives.

My inquiry is not to make any allegation or finding, but rather to understand the legal and policy framework under which such promotional activity is occurring, and how the City ensures compliance with governing law.

As context, the use of public resources for private benefit is subject to clear constitutional and statutory limitations. Article XVI, section 6 of the California Constitution prohibits gifts of public funds, which courts have interpreted to include the use of public resources—such as staff time, official communication platforms, and City branding—unless the expenditure serves a primary public purpose and provides commensurate public benefit.

Additionally, Government Code section 8314 restricts the use of public resources for private or personal purposes unless expressly authorized by law.

The California Supreme Court's decision in *Stanson v. Mott* (1976) further clarifies these principles, holding that public entities must remain strictly neutral when using public resources and may not engage in promotional or advocacy activities benefiting private interests absent express authorization by the governing body. The Court distinguished permissible, neutral informational communications from impermissible advocacy or promotional messaging that encourages public action in favor of a private entity.

Because City-managed social media accounts constitute public resources—utilizing City staff, equipment, official authority, and branding—*Stanson* requires that any such activity be grounded in clear authorization and implemented with safeguards to ensure neutrality, transparency, and equal treatment.

Accordingly, I respectfully request clarification regarding:

- Whether there is an adopted City policy, Council action, or other express authorization permitting the promotion of private businesses or sponsors on official City platforms;
- How the City distinguishes between neutral informational content and promotional or advocacy content under applicable law;
- What standards or safeguards are in place to ensure compliance with Article XVI, section 6 of the California Constitution, Government Code section 8314, and *Stanson v. Mott*.

I appreciate your assistance in helping me understand the legal authority and procedures governing these communications. My goal is to ensure transparency, consistency, and full compliance with applicable law.

Thank you for your time and professionalism. I look forward to your response.

Respectfully,

Brian Gutierrez
Councilmember, 1st District
City of West Covina

2 attachments



original-C75B5245-54B6-4B2E-8822-26759A468927.jpeg
295K



original-95E068F0-C527-415E-BC5B-6F8E0AF4789E.jpeg
328K

Kelly Gemelli <kelly@gemelliemploymentlaw.com> Fri, Jan 16, 2026 at 12:35 PM
To: Milan Mrakich <MMrakich@westcovina.org>

Thanks Milan. I had a follow up interview with Brian yesterday. I now have some additional questions for you. I know Monday is a holiday. Would you be available on Tuesday around 11:30 am or is Wednesday better? I can send you another Zoom link. Thank you.

Kelly D. Gemelli
Employment Attorney I Workplace Investigator

p: (858) 735-2568
e: kelly@gemelliemploymentlaw.com

GEMELLI
EMPLOYMENT LAW

www.gemelliemploymentlaw.com

[Quoted text hidden]
[Quoted text hidden]

Milan Mrakich <MMrakich@westcovina.org> Fri, Jan 16, 2026 at 12:37 PM
To: Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Cc: Milan Mrakich <MMrakich@westcovina.org>

We are open on Monday. Anytime in the afternoon should work for me.

Milan M. Mrakich | Acting City Manager

City Manager's Office | City of West Covina

1444 W. Garvey Avenue South | West Covina, CA 91790

Office (626) 939-8401 | Direct (626) 939-8402

Email: mmrakich@westcovina.org

City Website: www.westcovina.org



@WestCovinaCity

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From: Kelly Gemelli <kelly@gemelliemploymentlaw.com>
Sent: Friday, January 16, 2026 12:36 PM
To: Milan Mrakich <MMrakich@westcovina.org>
Subject: Re: FW: Request for Clarification Regarding City Sponsorship Promotion Practices

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

[Quoted text hidden]

Kelly Gemelli <kelly@gemelliemploymentlaw.com> Mon, Jan 19, 2026 at 10:14 AM
To: Milan Mrakich <MMrakich@westcovina.org>
Cc: Milan Mrakich <MMrakich@westcovina.org>

Thanks Milan. Are you still available this afternoon? If so, does 3:30 pm work for you? Please see the below Zoom link. Thank you.

Kelly D. Gemelli is inviting you to a scheduled Zoom meeting.

Topic: Confidential Workplace Investigation, Follow up

ATTACHMENT 19

Milan Mrakich <MMrakich@westcovina.org> Tue, Jan 20, 2026 at 10:13 AM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>
Cc: Milan Mrakich <MMrakich@westcovina.org>

Good morning Kelly,

I will be forwarding you another full set of emails, in addition to the 4GB of emails provided through the drop files folder from Buchalter. Of all the emails, I wanted to highlight this one for you. In this email, Councilmember Gutierrez clearly states that he will not stop sending emails or contacting city staff, even if the City Council or City Manager directs him to do so.

City Manager's Office | City of West Covina

1444 W. Garvey Avenue South | West Covina, CA 91790

Office (626) 939-8401 | Direct (626) 939-8402

Email: mmrakich@westcovina.org

City Website: www.westcovina.org



@WestCovinaCity

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From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Friday, January 16, 2026 2:00 PM
To: Milan Mrakich <MMrakich@westcovina.org>
Cc: [redacted]@westcovina.org>; [redacted]@westcovina.org>; [redacted]@westcovina.org>
Subject: Re: Request for Clarification Regarding City Sponsorship Promotion Practices
Importance: High

Milan,

I am responding to your email to correct the record and to address the substance of both matters raised—(1) your assertion that Council concerns must be routed solely through you without "deviation," and (2) the City's agenda and transparency obligations.

1) Council–Manager Framework and Councilmember Right of Inquiry (West Covina Municipal Code)

West Covina's council–manager form of government assigns administrative supervision of staff to the City Manager, but it does not eliminate an elected Councilmember's lawful oversight authority.

West Covina Municipal Code § 2-151 (Council–Manager Relations) provides, in relevant part, that Councilmembers shall deal with the administrative services of the City "through the City Manager, except for the purpose of inquiry." That exception is explicit. Oversight questions, document requests, and policy/legal clarification are not "direction" to staff—they are inquiry, preserved by the Code.

The same section also states that Councilmembers shall not give orders to subordinates of the City Manager. I am not issuing operational orders to staff; I am exercising lawful oversight inquiry.

Additionally, § 2-151 imposes on the City Manager the duty to ensure that the City's affairs are administered lawfully—i.e., to see that City ordinances and state laws pertaining to the City are faithfully observed. The City Manager's role is administrative execution and compliance—not veto over Council oversight and not suppression of Council-approved items.

2) State Law: No Local Policy Can Override State Statutes or Statewide Open Government Requirements

Even if the Council adopted an internal "process" by a 5-0 vote, local procedure cannot override state law. To the extent any internal process is interpreted to prevent a Councilmember from conducting inquiry/oversight or to obstruct transparency, that interpretation is unlawful and unenforceable.

California's open government framework is established by state statute and expresses a statewide public policy that cannot be contracted away by local practice. The Brown Act (Gov. Code § 54950 et seq.) declares that the people do not yield their sovereignty to local agencies and that public business must be conducted openly. Any process that frustrates that purpose is inconsistent with state law.

3) Brown Act: Agenda Practices Cannot Be Used to Suppress Council Business or Avoid Public Deliberation

The Health Department matter is a Council-approved request, not merely an individual inquiry. Once the City Council has acted or directed that an item be returned to the Council, the City Manager does not have discretion to block, bury, or delay it for political reasons or at the direction of any individual Councilmember.

Continued refusal to agendize a Council-approved item raises concerns under, at minimum:

- Gov. Code § 54950 (open conduct of the people's business is required);
- Gov. Code § 54954.2 (agenda requirements and meaningful public notice of matters within the Council's jurisdiction); and
- Gov. Code § 54956.9 (strictly limits closed session "existing litigation" discussions; it cannot be used as a catchall to conceal policy disputes or to avoid placing matters before the public when they are not properly within closed session).

Agenda practices must not be manipulated to obstruct Council deliberation, suppress Council-directed business, or deprive the public of transparency.

4) Federal Law: No Local Process May Be Used to Restrict Protected Civil Rights or Oversight of Compliance

To be absolutely clear: local policy cannot be used to justify noncompliance with federal law or to block an elected official's oversight inquiry into compliance issues. Where questions implicate federal rights—such as disability access in public services/programs—compliance obligations arise under federal statute and are not optional.

When City actions touch federal civil-rights compliance, the City has duties that are independent of local "process" preferences, including obligations under Title II of the Americans with Disabilities Act (42 U.S.C. § 12132) and implementing regulations. A local internal routing rule does not supersede federal law, does not excuse delay, and does not excuse failure to provide accurate information needed to ensure lawful compliance.

5) Social Media Post: You Have Taken Ownership—Now Provide Legal Authority and Guardrails

You have confirmed that the social media post promoting a private business was developed, approved, and issued by you. Because it involved the use of City resources and official platforms, you are responsible for providing the legal authority and standards governing such activity, including compliance with:

- California Constitution, Article XVI, § 6 (public funds/public resources must serve a public purpose and cannot be used as a gift of public funds);
- Gov. Code § 8314 (misuse of public resources); and

- Stanson v. Mott (1976) 17 Cal.3d 206 (public agencies must have clear authorization and must avoid advocacy/promotion of private interests absent legal authority).

6) Formal Requests

Accordingly, I am formally requesting:

1. Written confirmation that the Council-approved Health Department item will be placed on the next available Council agenda; and

2. A written response identifying the specific legal and policy authority and safeguards governing the City's promotion of private businesses using official City platforms.

If you contend there is a lawful basis to refuse or delay either request, provide a written justification citing the specific Municipal Code section(s), state statute(s), and any applicable case law you are relying upon.

This is not personal. It is a lawful oversight inquiry made in furtherance of my duty as an elected Councilmember to protect transparency, accountability, and legal compliance. I expect a prompt, professional, and substantive response.

Sincerely,

Brian Gutierrez

Councilmember, 1st District

City of West Covina

[Quoted text hidden]

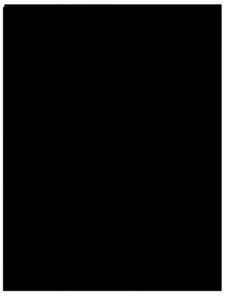
5 attachments



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295K



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126K



Image.jpeg
341K

West Covina, CA Code of Ordinances.pdf
31K

ATTACHMENT 20

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

FW: Formal Notice – Harassment, Defamation, and Disability-Based Abuse

Milan Mrakich <MMrakich@westcovina.org> Tue, Jan 20, 2026 at 10:15 AM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>
Cc: Milan Mrakich <MMrakich@westcovina.org>

For File – Email 2

Milan M. Mrakich | Acting City Manager

City Manager's Office | City of West Covina

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From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Thursday, January 15, 2026 4:22 PM
To: [redacted]@valleylightctr.org>
Cc: [redacted]@westcovina.org>; Milan Mrakich <MMrakich@westcovina.org>; [redacted]@wcpd.org>
Subject: Formal Notice – Harassment, Defamation, and Disability-Based Abuse
Importance: High

Ms. [redacted]

This email is formal notice that your continued communications to me are unwanted and constitute harassment. Your most recent email includes personal attacks, derogatory remarks about my disability, and false statements about my mental health. This conduct is inappropriate and must stop.

1) Your communications are harassing and unlawful

Your repeated contact, coupled with insulting, demeaning, and threatening language, serves no legitimate purpose and is intended to alarm, abuse, and intimidate. Under California law, a "course of conduct" directed at a person that seriously alarms/harasses and would cause a reasonable person substantial emotional distress can support a Civil Harassment Restraining Order. (Cal. Code Civ. Proc., § 527.6.)

If you continue after receiving this written notice, your conduct will be documented as part of a pattern of harassing conduct and may also implicate prohibitions on harassing or threatening communications, including but not limited to Penal Code § 653m (repeated contact/communications made with intent to harass) and related provisions governing stalking/harassment behavior.

2) Defamatory false statements

Your email contains false statements presented as fact, including labeling me "dual-diagnosed" with "malignant NPD," and asserting that I "manipulated" proceedings and "used the foster care system to gain sympathy." These are false factual assertions that harm my reputation. If you publish or repeat these statements to third parties, I will treat them as defamation under California law (Cal. Civ. Code, §§ 44–46) and reserve all remedies.

3) Disability-based abuse and discrimination

Your email attacks and stereotypes my disability and uses it as a weapon against me. This is discriminatory and abusive. California law recognizes protections against discrimination based on disability and harassment that interferes with a person's civil rights. (See Cal. Civ. Code, § 51 et seq. (Unruh Civil Rights Act); Civ. Code § 52.1 (Bane Act) where intimidation/coercion interferes with secured rights.)

4) Demand: cease and desist immediately

You are hereby directed to immediately cease and desist from:

- Any contact with me by email, text, phone, social media, or through third parties;

- Any further disparaging statements about my disability, medical status, foster care history, or personal life; and

- Any publication or repetition of the false accusations in your email.

5) Notice of enforcement
If you contact me again after this notice, I will:

- File a police report and provide your email and prior messages as evidence;

- Seek a Civil Harassment Restraining Order under CCP § 527.6; and

- Pursue all civil remedies available, including for defamation.

Do not contact me again.

Sincerely,
Brian Gutierrez
Councilmember, 1st District

City of West Covina

From: [redacted]@valleylightctr.org>
Sent: Thursday, January 15, 2026 4:05:44 PM
To: Letty Lopez-Viado <LLopez-Viado@westcovina.org>; Brian Gutierrez <Brian.Gutierrez@westcovina.org>; Tony Wu <Tony.Wu@westcovina.org>; Rosario Diaz <Rosario.Diaz@westcovina.org>; Olegario D. Cantos VII <ollie.cantos@westcovina.org>; Milan Mrakich <MMrakich@westcovina.org>; [redacted]@westcovina.org>
Subject: Brian's outrages behavior at November's meeting

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Brian, I was totally appalled at your behavior at the November City Council meeting! I, as well as my board members (a couple of them who live in your district), voted for you because you shared with them that you had Autism. Yet your inability to work with others puts an embarrassing stain on this condition! As a mother of an Autistic son and a professional who has provided services for persons with Developmental Challenges for 40 years, you have displayed Autism as a behavior problem. Whereas persons with Autism may be socially awkward and may have a tendency to appear rude (unaware until respectfully addressed.) What persons with Autism ARE NOT bullies, they are not cruel, they are not manipulative' Your inappropriate behavior as well as your false insinuations regarding our agency only complicate our efforts to find gainful employment for persons with developmental challenges. I do know you are on the spectrum, I also believe you are dual-diagnosed with NPD in it's most malignant form. To your credit I also believe you are brilliant. You manipulated that council meeting with precision. You also used the foster care system to gain sympathy for your inappropriate behavior. FYI...I was a foster and adoptive parent for 16 years. (see attachment) You took the Mayor's moment and made it all about you! Shame on you for your misguided public display. To the rest of the council...Brian does this for attention. I have had clients like Brian in the past. My advice to you when he publicly displays these types of behaviors...IGNORE HIM! Move on without him. If you grew up in MY foster home Mommy [redacted] would have you sitting in the corner thinking about how your behavior affects others. Brian I SEE YOU!

ATTACHMENT 21

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Re: Subpoena Compliance and Production Deadline

John Doe <johndoeca2025@gmail.com> Fri, Jan 16, 2026 at 2:26 PM
To: Milan Mrakich <mmrakich@westcovina.org>
Bcc: kelly@gemelliemploymentlaw.com

Milan,

This email memorializes multiple communications and conduct for the record and serves as a litigation and preservation notice. No response is requested.

1. Retaliatory statements and interference with oversight.

On multiple occasions, you have stated words to the effect that you would "cut me off" from council communications, and previously threatened that if I did not cease lawful oversight inquiries you would resign and publicly blame me. Conditioning access to information, communications, or cooperation on my refraining from oversight is improper and inconsistent with my duties as an elected official. Oversight activity—including inquiries, subpoenas, and requests for information—is protected and cannot lawfully be chilled by threats or retaliation.

2. Improper conditioning of testimony (January 15, 2026).

On January 15, 2026, you stated that if I wanted you to testify favorably about me at the [redacted] hearing as an "expert witness," I would have to pay you $1,500. I immediately responded that this was inappropriate and that witness compensation is governed by law, including statutory witness fees (commonly $35 per day plus mileage for ordinary witnesses), not private payment demands. Conditioning testimony on personal payment raises serious appearance and legal concerns and must not recur.

3. Preservation of records.

You and all City custodians are hereby on notice to preserve all potentially relevant records related to these matters, including but not limited to emails, texts, messages, call logs, calendar entries, drafts, notes, recordings, and any communications on personal devices or accounts used for City business.

This notice is sent to ensure an accurate record and compliance with legal obligations associated with pending proceedings and lawful process. No reply is necessary.

[redacted]

On Fri, Jan 16, 2026 at 11:32 AM [redacted] wrote:

> Dear Milan,
>
> I hope you are having a good day.

I am writing to follow up and confirm that the subpoena issued to you remains in full force and effect, notwithstanding any third-party communications.

All materials responsive to the subpoena must be produced no later than January 26, 2026, at 4:00 PM. Production is to be made directly to me.

If you intend to request the statutory $35 witness fee, please advise. If you prefer to be personally served by a process server for any required appearance, please let me know so arrangements may be made accordingly.

Please ensure compliance by the stated deadline so I may determine whether your in-person appearance remains necessary.

Preservation notice: all documents, communications, electronically stored information, recordings, and other materials potentially responsive to the subpoena must be preserved in their original form and must not be altered, deleted, overwritten, or destroyed.

Thank you for your attention to this matter.

Respectfully,

[redacted]

ATTACHMENT 22

Gmail

Kelly Gemelli <kelly@gemelliemploymentlaw.com>

FW: CPRA Request – Mandatory Retrieval of Transtech Records (Fire Station 1, PBK, West Covina Health, Dr. Basil, and Related Communications

1 message

Milan Mrakich <MMrakich@westcovina.org> Tue, Jan 20, 2026 at 10:19 AM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>
Cc: Milan Mrakich <MMrakich@westcovina.org>

For File – Email 7

Milan M. Mrakich | Acting City Manager

City Manager's Office | City of West Covina

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From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Tuesday, January 13, 2026 10:19 AM
To: Milan Mrakich <MMrakich@westcovina.org>; [redacted]@westcovina.org>; [redacted]@westcovina.org>; [redacted]@westcovina.org>
Subject: Re: CPRA Request – Mandatory Retrieval of Transtech Records (Fire Station 1, PBK, West Covina Health, Dr. Basil, and Related Communications

Dear Milan,

Thank you for the update. I understand the staffing challenges.

I am copying you for awareness only. Please do not intervene in, delay, or redirect the City Clerk's processing of this request. The Clerk's Office has independent statutory obligations under the California Public Records Act (Gov. Code § 7920.000 et seq.), and workload constraints do not toll those deadlines.

As a sitting Councilmember, I am requesting full access to responsive records needed to perform official duties (*Braun v. City of Taft*, 154 Cal.App.3d 332). If any records require confidential handling (e.g., attorney-client privilege, closed session materials), they should be produced to me with a confidentiality designation and legal basis, not withheld.

Please allow the Clerk to proceed with rolling production and provide a written production schedule for any remaining items.

I will see you later this morning.

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina

From: Milan Mrakich <MMrakich@westcovina.org>
Sent: Tuesday, January 13, 2026 9:43:39 AM
To: [redacted]@westcovina.org>; Brian Gutierrez <Brian.Gutierrez@westcovina.org>; [redacted]@westcovina.org>; [redacted]@westcovina.org>
Cc: Milan Mrakich <MMrakich@westcovina.org>
Subject: RE: CPRA Request – Mandatory Retrieval of Transtech Records (Fire Station 1, PBK, West Covina Health, Dr. Basil, and Related Communications

Brian,

I'm not sure if the entire Council is aware, but we are again very short-staffed in the City Clerk's Office. The volume of work currently in and arriving daily at the City Clerk's office is a lot. I can assure you that my staff is working at 100% effort to stay caught up. I am working to secure additional support for the department, but it will take some time. It is also more time-consuming when we receive large or complex requests.

Your request, like the others, is important, and we are doing everything we can to fulfill it.

I will see you later this morning.

Thanks,

Milan M. Mrakich | Acting City Manager

City Manager's Office | City of West Covina

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From: [redacted]@westcovina.org>
Sent: Tuesday, January 13, 2026 9:08 AM
To: Brian Gutierrez <Brian.Gutierrez@westcovina.org>; [redacted]@westcovina.org>; [redacted]@westcovina.org>
Cc: Milan Mrakich <MMrakich@westcovina.org>
Subject: RE: CPRA Request – Mandatory Retrieval of Transtech Records (Fire Station 1, PBK, West Covina Health, Dr. Basil, and Related Communications

Good morning. Councilman Gutierrez.

Yes, the request has been received.

[redacted]

[redacted]



From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Monday, January 12, 2026 4:12 PM
To: [redacted]@westcovina.org>; [redacted]@westcovina.org>; [redacted]@westcovina.org>
Cc: Milan Mrakich <MMrakich@westcovina.org>
Subject: Re: CPRA Request – Mandatory Retrieval of Transtech Records (Fire Station 1, PBK, West Covina Health, Dr. Basil, and Related Communications

[redacted] I need confirmation that you have received CPRA request below please. **Today is DAY 1 of 10.**

Sincerely,
Brian Gutierrez
Councilmember, 1st District
City of West Covina

From: Brian Gutierrez <Brian.Gutierrez@westcovina.org>
Sent: Saturday, January 10, 2026 1:10 PM
To: [redacted]@westcovina.org>; [redacted]@westcovina.org>; [redacted]@westcovina.org>
Cc: [redacted]@transtech.org [redacted]@transtech.org>; [redacted]@transtech.org [redacted]@transtech.org>; [redacted]@transtech.org [redacted]@transtech.org>; [redacted]@transtech.org [redacted]@transtech.org>; [redacted]@transtech.org [redacted]@transtech.org>; Milan Mrakich <MMrakich@westcovina.org>; Olegario D. Cantos VII <ollie.cantos@westcovina.org>
Subject: CPRA Request – Mandatory Retrieval of Transtech Records (Fire Station 1, PBK, West Covina Health, [redacted], and Related Communications)

Dear [redacted]

As an elected Councilmember, I have an independent right to obtain information and records necessary to perform my legislative and oversight duties. I am submitting this request under the California Public Records Act (Gov. Code § 7920.000 et seq.) not because I

lack authority to access these records, but to ensure a clear statutory timeline for production and to avoid further delay. This request should not be construed as limiting my rights as a Councilmember to obtain records or information in the normal course of City business. The use of the CPRA in this instance is solely to place a mandatory response deadline on production and to ensure compliance with transparency requirements.

Scope and Direction of This Request (Important)

This CPRA request is directed exclusively to the City for retrieval of records from its contractor, Transtech Engineers, Inc., including records held by [redacted] Transtech ownership [redacted] and any Transtech personnel or agents.

This request is NOT directed to Councilmember Tony Wu, Mayor Leticia Salazar Lopez-Viado, or any elected official.

The City is required to transmit this request to Transtech and obtain responsive records pursuant to its contractual authority and oversight rights. This request is intentionally structured to avoid any interference, filtering, or obstruction by elected officials.

I. Records Requested – Fire Station 1 / PBK / Transtech

Please produce all records from January 1, 2025 to present in the City's possession, custody, or control (including records the City has the contractual right to obtain from Transtech) concerning Fire Station 1, including but not limited to:

1. [redacted] ↔ PBK

All emails, texts, attachments, drafts, notes, directives, cost analyses, schedules, and other writings to or from [redacted] with PBK Architects or any PBK personnel.

2. [redacted] ↔ PBK

All emails, texts, attachments, drafts, notes, directives, cost analyses, schedules, and other writings to or from [redacted] with PBK Architects or any PBK personnel.

3. Transtech ↔ City (Fire Station 1)

All communications between Transtech and any City employee, officer, or consultant regarding Fire Station 1 scope, design changes, cost estimates, cost escalation, timelines, directives, or instructions.

4. Transtech ↔ Tony Wu (Fire Station 1 related)

All communications to or from [redacted] or any Transtech personnel with or involving Councilmember Tony Wu regarding Fire Station 1, scope, cost, design, timelines, or directives.

5. Withholding / Delay of Cost Information

Any directives, instructions, or requests to PBK or Transtech to withhold, delay, revise, or not disclose cost information or analyses related to Fire Station 1.

6. Internal City Records

All internal City communications (emails, texts, Teams/Slack messages, memoranda) referencing Transtech, PBK, Fire Station 1, design changes, cost, scope, or directives.

II. Additional Records – Donations / Sponsorships / Communications (Lopez-Viado & Wu)

Please also produce all records from January 1, 2024 to present in the City's possession, custody, or control (including records the City has the contractual right to obtain from Transtech) reflecting any communications, sponsorships, donations, or other financial or in-kind support involving Transtech Engineers, Inc. (and any of its owners, officers, employees, agents, or affiliated entities) and the

following persons/entities, to the extent related to City business, City contracting, City projects, Fire Station 1, the City Yard, procurement, or any request for City action/assistance:

A. Transtech ↔ Mayor Leticia Salazar Lopez-Viado / Affiliated Nonprofits

- All emails, texts, letters, sponsorship requests, invoices, receipts, marketing materials, event materials, and communications between Transtech (including [redacted] and Mayor Leticia Salazar Lopez-Viado and/or any nonprofit, charity, or entity affiliated with or promoted by her.

B. Transtech ↔ Councilmember Tony Wu / CAAWC or Affiliated Nonprofits

- All emails, texts, letters, sponsorship requests, invoices, receipts, marketing materials, event materials, and communications between Transtech (including [redacted] and Councilmember Tony Wu and/or Chinese American Association of West Covina (CAAWC) or any affiliated nonprofit/charity/event entity connected to Councilmember Wu or his household.

C. City Awareness / Reporting

- All City-held records reflecting any disclosure, discussion, or internal awareness of Transtech donations/sponsorships/financial support involving the above persons/entities, including communications within the City Manager's Office, Finance, City Clerk, City Attorney's Office, or department leadership addressing conflicts/recusal considerations, vendor sponsorships, or contracting decisions.

III. Additional Records – West Covina Health / Dr. Basil

Please produce all records from January 1, 2023 to present in the City's possession, custody, or control (including records the City has the contractual right to obtain from Transtech) concerning West Covina Health and the City's role in its establishment and operations, including any involvement of Transtech Engineers, Inc. and its personnel. This includes records held by or involving [redacted] Transtech ownership, and any Transtech employee/agent assigned to City work.

Categories include, but are not limited to:

1. Formation / Establishment

Emails, drafts, proposals, scopes of work, meeting notes, presentations, or communications regarding the creation, structure, purpose, funding, or launch of West Covina Health (or any similarly named City-affiliated health initiative/entity/program).

2. Hiring / Engagement of [redacted]

All records reflecting recruitment, selection, engagement, contracting, credentialing, onboarding, or hiring-related communications concerning [redacted] including role definition, compensation, scope, start date, supervision/reporting structure, and funding source.

3. City Involvement / Oversight

Communications between Transtech and City staff/officials regarding West Covina Health operations, staffing, procurement, contracting, budgeting, invoicing, grant applications, deliverables, or strategic direction.

4. Meetings / Calendar Entries

Meeting invitations, calendar entries, agendas, notes, summaries, or attachments for meetings where West Covina Health or [redacted] were discussed involving any Transtech personnel and any City staff/official.

IV. Contractor Records – Constructive Possession / Contractual Retrieval (Mandatory)

Transtech Engineers, Inc. is a publicly funded City contractor performing core governmental functions. Records created, received, or maintained by Transtech in the performance of its City contract are public records to the extent they are in the City's possession, custody, or control, or are required to be obtained by the City under its consultant agreements. The City's CPRA obligations extend to records that are constructively possessed by the City through its agents and contractors when those records relate to the conduct of public business.

Accordingly, the City shall transmit this request to Transtech and obtain responsive records held by:

- [redacted]
- [redacted]
- [redacted] and Transtech ownership
- Any Transtech employee, agent, or representative involved in Fire Station 1, the City Yard, West Covina Health, or related City projects

This includes all emails, text messages, attachments, drafts, cost analyses, directives, and communications with PBK and any communications referencing or involving City officials.

Under no circumstances is this request to be routed through, disclosed to, or coordinated with Councilmember Tony Wu or Mayor Leticia Salazar Lopez-Viado.

V. IT Search and Personal Accounts

Please direct the City's IT Department to conduct a comprehensive search of City servers, archives, backups, and systems for responsive records, including any emails sent from or received by City accounts and any City business conducted through personal accounts used by City officials or staff. This includes, but is not limited to, searches of accounts used by staff in Public Works, Engineering, Building, Planning, Health, and the City Manager's Office.

VI. Public Funds and Transparency

Transtech has received substantial taxpayer funds for City projects. Transparency and full production of consultant communications relating to Fire Station 1, West Covina Health, and related City business are required. The City may not avoid disclosure by delegating public work to a contractor.

VII. Preservation of Records

Please preserve all responsive records and ensure that Transtech is instructed to preserve all records relating to Fire Station 1, the City Yard, West Covina Health, and Dr. Basil, including emails, texts, attachments, drafts, and metadata.

VIII. Handling / Non-Disclosure / Anti-Interference Notice

This request shall be handled solely by the City Clerk, Custodian of Records, City Manager's Office, and IT for purposes of retrieval and compliance.

Do not notify, copy, or involve Councilmember Tony Wu, Mayor Leticia Salazar Lopez-Viado, or any third party in connection with this request.

IX. Timeline, Withholding, and Enforcement

Pursuant to Government Code § 7922.535, please acknowledge receipt and provide the City's determination within ten (10) days. If the City claims an extension, it must be justified in writing as permitted by statute. I will authorize one reasonable extension if properly supported.

If any portion of this request is denied or redacted, please provide the specific legal basis for each withholding, including citation to the applicable exemption and an explanation of how it applies.

If the City fails to produce non-exempt records in compliance with the CPRA, I will pursue all remedies available under law to compel production, including judicial enforcement.

Please confirm in writing that the City will retrieve responsive records from Transtech pursuant to its contractual authority.

Sincerely,

Brian Gutierrez

Councilmember, 1st District

City of West Covina

ATTACHMENT 23

Gmail Kelly Gemelli <kelly@gemelliemploymentlaw.com>

Follow-up to today's interview — clarification re: toy giveaway and scope

Brian Gutierrez <Brian.Gutierrez@westcovina.org> Thu, Dec 11, 2025 at 11:47 PM
To: "kelly@gemelliemploymentlaw.com" <kelly@gemelliemploymentlaw.com>

Hi Ms. Gemelli,

Thank you for today's interview. I want to clarify my response about the holiday toy giveaway, and also address the comparison that was raised to CAAWC and Film It West Covina.

1) Toy giveaway — what it was and what it wasn't

- The event was *offered to the City* by private donors (e.g., Mattel and others) on a "take it or leave it" basis. City leadership could accept it for our residents or decline it.

- Because it was an external donation, there were no City procurement contracts, purchase orders, or city-funded purchases related to toys. The only City cost was staff time to help execute the event.

- The purpose was to honor and support Police and Fire; those departments received thousands of toys to use in their own community programs, plus check donations to their charitable support groups. LASD also did a flyover in support.

- I helped coordinate, but no City official—including me—profited from the event, and there was no quid-pro-quo with any vendor or nonprofit.

Given those facts, I viewed the question about "auditing my toy giveaway" as misplaced. The City had the option to participate or not; it was a straightforward community donation event, not a City procurement or sponsorship arrangement.

2) Why this is different from CAAWC and Film It West Covina

- Those organizations sought or received City sponsorships/allocations and staff support (including proposals to direct City-related event revenues to them).

- When Council requested audits/financial records, they were the only groups that declined to provide their books, despite multiple requests.

- There are also conflict-of-interest concerns already in the hands of law enforcement (e.g., loans from Councilmember Wu's lending company to Mayor Lopez Viado that were not disclosed on Form 700s; the Aurio Lighting matter, with City records reflecting roughly $185,060.81 in payments, and extensive emails and invoices involving [redacted]). These are criminal-law issues distinct from HR.

For those reasons, the toy giveaway is not comparable to CAAWC or Film It. One was a donation-driven community event the City could accept or decline; the other involves City sponsorships, financial controls, and potential self-dealing already under investigation.

3) Scope of your inquiry

I respect your role as the City's outside HR investigator. To avoid any appearance of interfering with an active criminal investigation, I ask that your review stay focused on workplace/HR matters (e.g., discrimination, retaliation, ADA/interactive process), and not make legal determinations about public-corruption allegations. I am fully cooperating with the District Attorney and will continue to provide that office with evidence on the criminal side.

If you need any *HR-relevant* documents from me (emails about the interactive process, accommodation requests, meeting notes, etc.), I'll provide them promptly. I will also continue to protect witnesses from retaliation and maintain their confidentiality consistent with law and best practices.

Please confirm receipt, and let me know if you need anything further limited to the HR scope.

Best regards,
Brian Gutierrez
Councilmember, 1st District
City of West Covina

ATTACHMENT 24

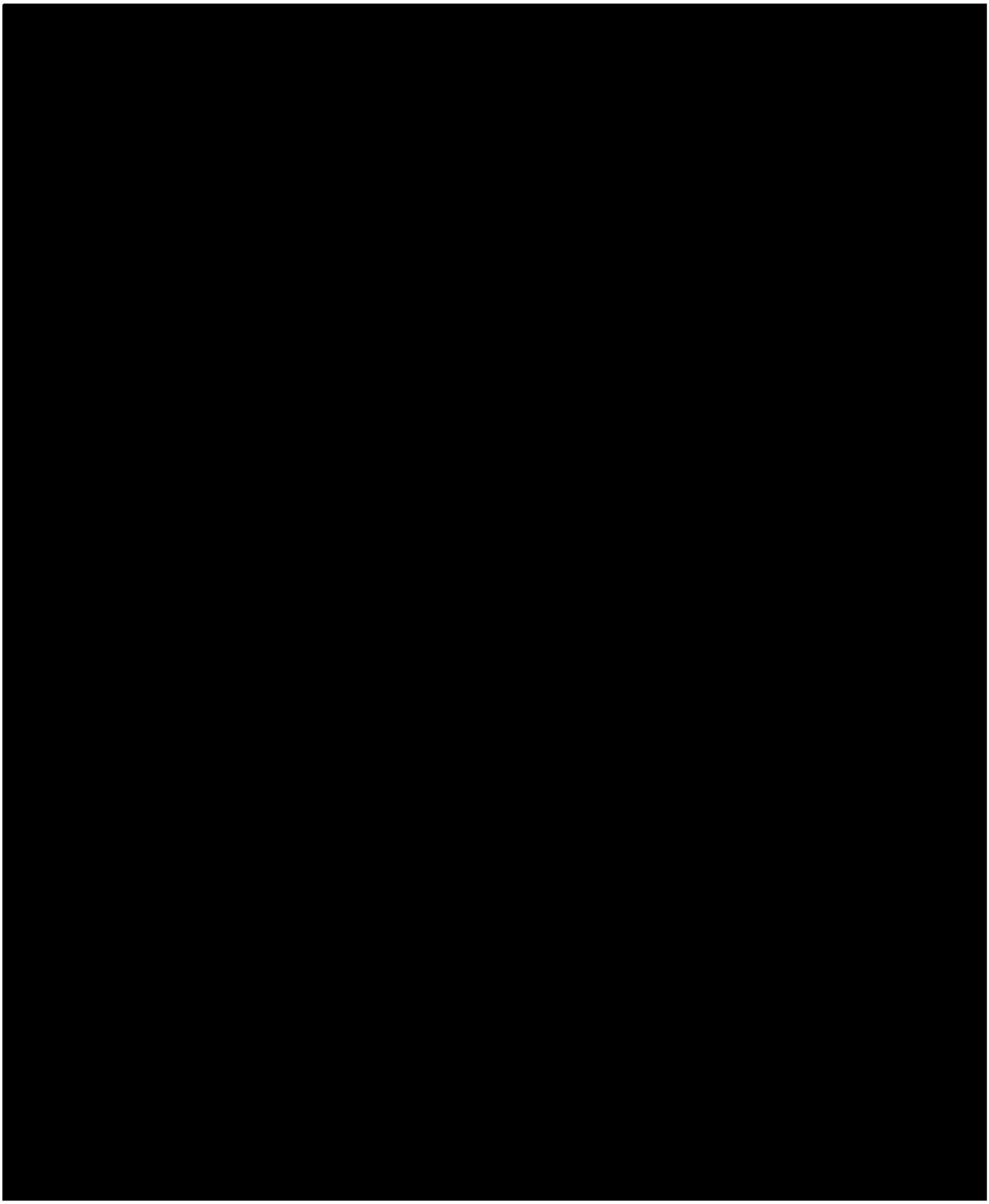
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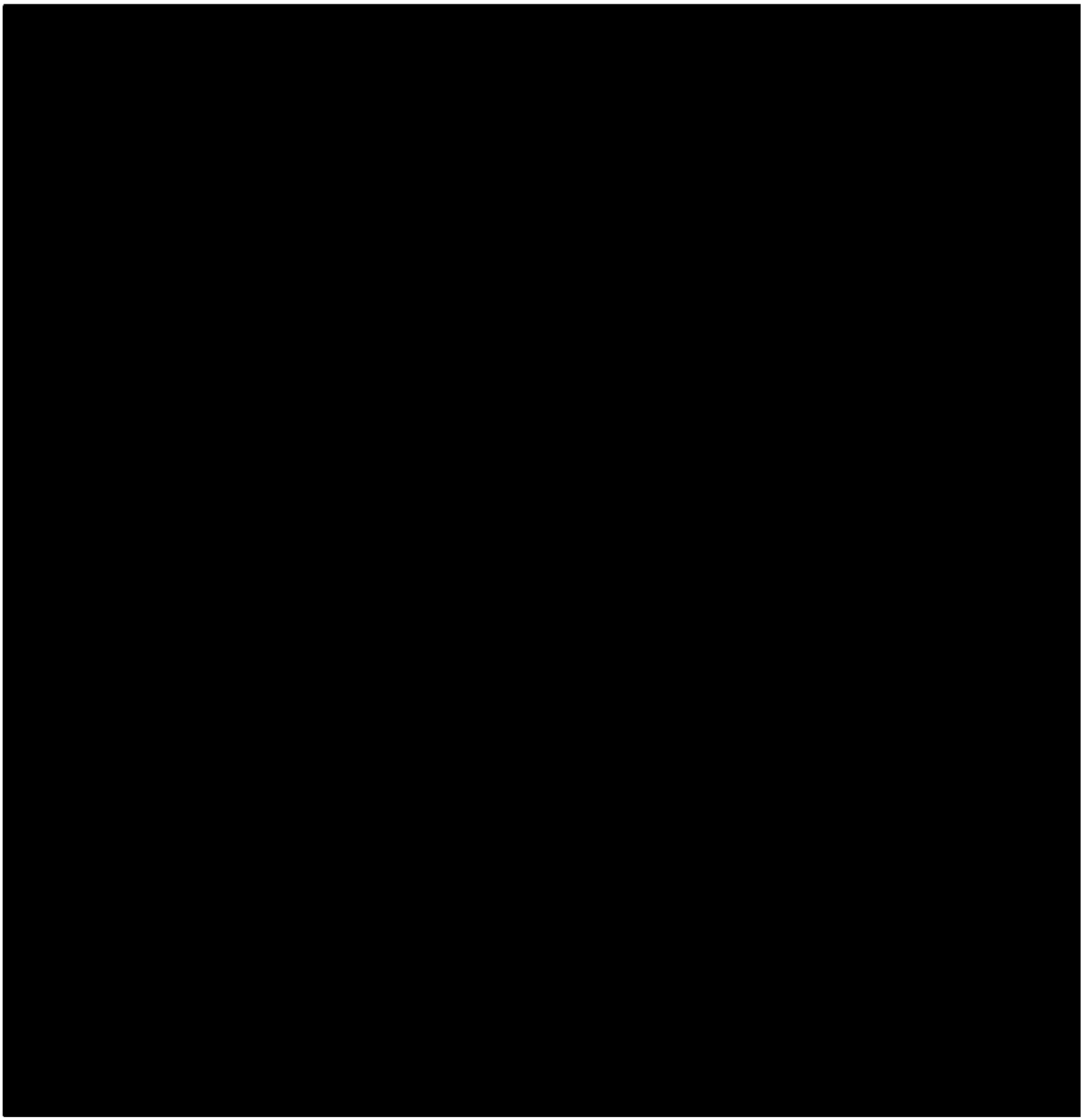
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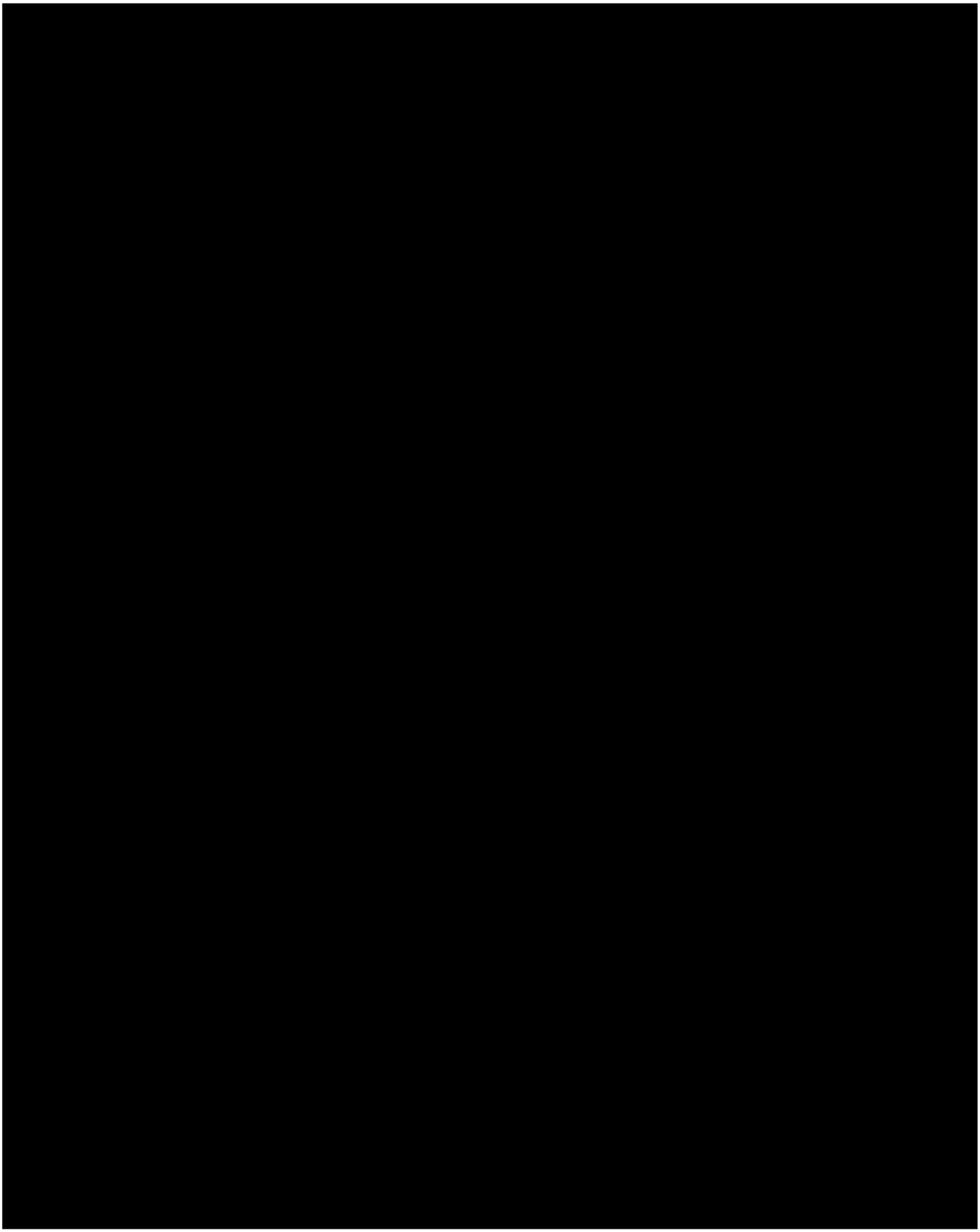












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ATTACHMENT 25

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