



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**APRIL 21, 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 APRIL 21, 2026, 7:00 PM
REGULAR MEETING**

INVOCATION

Led by Pastor Alex Hong from Christian Fellowship Bible Church of West Covina

PLEDGE OF ALLEGIANCE

Led by Roman Rivera from Sierra Vista Middle School

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Certificate Honoring the 40th Anniversary of Christian Fellowship Bible Church
- Certificates Honoring Sierra Vista Middle School Students who Participated in the Lone Hill Math Competition
- Taste of West Covina Presentation Recognizing BJ's Restaurant
- Certificate Recognizing National Public Safety Telecommunicators Week 2026
- Certificate Recognizing Assistant Fire Chief Mike Browne
- Proclamation and Presentation Recognizing April as Donate Life Month
- Presentation by San Gabriel Valley Mosquito and Vector Control District

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 APRIL 7, 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.

That the Council approve the April 7, 2026, City Council/Successor Agency Regular Session Meeting Minutes.

FINANCE DEPARTMENT

2) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE WEST COVINA FIRE MANAGEMENT ASSOCIATION (WCFMA)

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

RESOLUTION NO. 2026-05 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST COVINA AND THE WEST COVINA FIRE MANAGEMENT ASSOCIATION FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2028

RESOLUTION NO. 2026-19 - 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 (FMA MOU)

3) CONSIDERATION OF THE SECOND QUARTER FINANCIAL REPORT FOR FISCAL YEAR 2025-26

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

1. Receive and file the Second Quarter Financial Report for Fiscal Year 2025-26.

FIRE DEPARTMENT

4) REVIEW OF THE DRAFT REQUEST FOR PROPOSALS (RFP) FOR FIRE FLEET MAINTENANCE AND REPAIR SERVICES

Staff recommends that the City Council authorize the Fire Department to issue a Request for Proposals (RFP) to obtain competitive proposals for fleet maintenance and repair services for fire apparatuses.

POLICE DEPARTMENT

5) CONSIDERATION OF APPLICATION FOR FEDERAL FISCAL YEAR 2025 JUSTICE ASSISTANCE GRANT (JAG) FROM U.S. DEPARTMENT OF JUSTICE

It is recommended that the City Council:

1. Review the proposed federal fiscal year 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program application items;
2. Authorize staff to submit the application and accept the award totaling \$23,940;
3. Authorize the Mayor to execute the Certifications and Assurances by the Chief Executive of the Applicant Government 30 days after this Council meeting in accordance with JAG requirements;
4. Designate the Mayor, Acting City Manager, and Acting City Manager's designee to certify and execute all grant related documents.

PUBLIC WORKS

6) CONSIDERATION OF BUDGET AMENDMENT TO PROCURE AND INSTALL SPORTSPLEX PLAYGROUND RUBBERIZED SAFETY SURFACING (PIP) REMOVAL & REPLACEMENT - PROJECT NO. C26023

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

RESOLUTION NO. 2026-29 – A RESOLUTION OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (SPORTSPLEX PLAYGROUND RUBBERTIZED SAFETY SURFACING)

7) CONSIDERATION OF NEED TO CONTINUE EMERGENCY REPAIRS AT FIRE STATION 3

It is recommended that the City Council review the emergency action for the emergency conditions at Fire Station 3 and adopt the following resolution:

RESOLUTION NO. 2026-34 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING, BY A FOUR-FIFTHS VOTE OF THE CITY COUNCIL, THAT THERE IS A NEED TO CONTINUE THE EMERGENCY ACTION AT FIRE STATION 3

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

8) CONSIDERATION OF INTRODUCTION OF ORDINANCE NO. 2539 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING BY REFERENCE PORTIONS OF TITLE 10 (ANIMALS) OF THE LOS ANGELES COUNTY CODE OF ORDINANCES RELATING TO SPAY AND NEUTER AND MICROCHIPPING REQUIREMENTS AND AMENDING CHAPTER 6 (ANIMALS AND FOWL) OF THE WEST COVINA MUNICIPAL CODE

It is recommended that the City Council introduce for first reading, by title only, the following ordinance, and schedule a public hearing for May 19, 2026 regarding the adoption thereof:

ORDINANCE NO. 2539 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING BY REFERENCE PORTIONS OF TITLE 10 (ANIMALS) OF THE LOS ANGELES COUNTY CODE OF ORDINANCES RELATING TO SPAY AND NEUTER AND MICROCHIPPING REQUIREMENTS AND AMENDING CHAPTER 6 (ANIMALS AND FOWL) OF THE WEST COVINA MUNICIPAL CODE

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
May 5, 2026

Regular Meeting

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 STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 21, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF APPROVAL OF THE APRIL 7, 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.

RECOMMENDATION:

That the Council approve the April 7, 2026, City Council/Successor Agency Regular Session Meeting Minutes.

DISCUSSION:

That the City Council adopt the attached minutes, the April 7, 2026, Closed Session Meeting was canceled.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - 4/7/2026 Regular Session Minutes Draft

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**APRIL 7, 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**

MINUTES

INVOCATION

Led by Pastor Samuel Martinez from Amazing Love Ministries

PLEDGE OF ALLEGIANCE

Led by Mayor Lopez-Viado

ROLL CALL

Council Members

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

REPORTING OUT FROM CLOSED SESSION

Closed Session was cancelled

PRESENTATIONS

- Taste of West Covina Presentation Recognizing Lola's by MFK
- Taste of West Covina Presentation Recognizing Islands
- Badge Pinning Ceremony for Fire Chief Greg McKeown

CITY MANAGER'S REPORT

City Manager's report on current City projects.

ORAL COMMUNICATIONS - Three (3) minutes per speaker

CONSENT CALENDAR

ACTION: Motion by Councilman Wu and Second by Mayor Pro Tem Cantos, 5-0
to: Approve Consent Calendar Items 2, and 3. (Item No. 1 was pulled by Councilmember Gutierrez, Item No. 4 was pulled by Mayor Pro Tem Cantos.)

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

ACTION: Motion by Councilman Wu and a second by Councilwoman Diaz, 5-0:
Approve Consent Calendar Item No. 4. (Item No. 4 was pulled by Mayor Pro Tem Cantos)

APPROVAL OF MEETING MINUTES

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

Carried 4-1 (No: Gutierrez) to: approve the March 17, 2026, City Council/Successor Agency Regular Session Meeting Minutes and the March 17, 2026, City Council/Successor Agency Closed Session Meeting Minutes.

CITY CLERK'S OFFICE

2) CONSIDERATION OF RESOLUTION APPROVING A NEW DAY AND TIME FOR REGULAR MEETINGS OF THE COMMUNITY AND SENIOR SERVICES COMMISSION

Carried 5-0 to: adopt the following resolution:

RESOLUTION NO. 2026-31 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING A NEW DAY AND TIME FOR

**REGULAR MEETINGS OF THE COMMUNITY AND SENIOR SERVICES
COMMISSION**

**3) CONSIDERATION OF APPOINTMENTS TO THE CALIFORNIA JOINT POWERS
INSURANCE AUTHORITY BOARD OF DIRECTORS**

Carried 5-0 to: appoint Mayor Lopez-Viado as Director, and Mayor Pro Tem Cantos and Finance Director Karen Ogawa as alternates to represent the City on the California Joint Powers Insurance Authority (CJPIA) Board of Directors and direct staff to execute and submit the Certification of Director and Alternate(s) to CJPIA.

PUBLIC WORKS

**4) EMERGENCY REPAIRS TO FIRE STATION 3 AND APPROVAL OF
CONSTRUCTION SERVICES AGREEMENT WITH SUNSHINE PACIFIC GROUP
AMERICA, INC.**

Carried 5-0 to: Adopt the following resolution by a four-fifths (4/5) vote:

**RESOLUTION NO. 2026-32 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WEST COVINA, CALIFORNIA, FINDING, BY A FOUR-FIFTHS VOTE OF THE
CITY COUNCIL, THAT AN EMERGENCY EXISTS AT FIRE STATION 3 WHICH WILL
NOT PERMIT THE COMPETITIVE SOLICITATION OF BIDS AND DIRECTING AND
AUTHORIZING THE ACTING CITY MANAGER TO CAUSE EMERGENCY REPAIRS
TO BE PERFORMED AND TO TAKE ANY DIRECTLY RELATED AND IMMEDIATE
ACTION REQUIRED BY THE EMERGENCY**

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

COMMUNITY DEVELOPMENT

**5) CONSIDERATION OF UPDATE TO STREET SWEEPING PROGRAM FOR
ALTERNATE SIDES ON ALTERNATE DAY SWEEPING**

***ACTION: A Substitute Motion by Mayor Pro Tem Cantos and a second by
Councilmember Gutierrez 2-3: to narrow the scope to increase street sweeping to
streets that residents feel is in need for additional street sweeping. – Motion Failed.***

***ACTION: Motion by Councilwoman Diaz and a second by Councilman Wu 3-2: to
approve option number one including bring the item back to Council with data showing
parking and warning citations, if additional signage is needed, and information on areas
where alternated days may make more sense (high density, red curbs, logistical
concerns).***

MAYOR/COUNCILMEMBERS REPORTS

None

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

- Councilman Wu to invite Caltrans, possible presentation on regular maintenance, overgrown weeds, trash on on/off ramps, homeless and pan handling reduction, and to clarify jurisdiction areas. No objection.
- Mayor Pro Tem Cantos asked City Staff to put together a comprehensive checklist list to go through the fire stations and other city facilities regarding habitability and other issues relating to health and safety. No objection.

CITY COUNCIL COMMENTS

- Councilmember Gutierrez mentioned that April 2nd was Autism Awareness month.
- Mayor Lopez Viado mentioned the Eggtravaganza and suggested combining the event into one location to have one large event next year.
- Councilman Wu thanked staff and Kiwanis for their part in the Eggtravaganza.

ADJOURNMENT

A motion to adjourn the Regular Meeting was made, and the meeting was adjourned at 9:50 p.m. The next regularly scheduled Regular Closed City Council Meeting will be held on Tuesday, April 21, 2026, at 7:00 p.m. in the Council Chamber, 1444 West Garvey Avenue South, West Covina, California.

Submitted By:

Lisa Sherrick, CMC
Assistant City Clerk

Letty Lopez Viado
Mayor



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 21, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

**SUBJECT: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
THE CITY AND THE WEST COVINA FIRE MANAGEMENT ASSOCIATION (WCFMA)**

RECOMMENDATION:

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

RESOLUTION NO. 2026-05 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST COVINA AND THE WEST COVINA FIRE MANAGEMENT ASSOCIATION FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2028

RESOLUTION NO. 2026-19 - 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 (FMA MOU)

BACKGROUND:

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

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

DISCUSSION:

The comprehensive Memorandum of Understanding (MOU) is attached as Exhibit A to Attachment No. 1 and covers the period of July 1, 2024 through June 30, 2028. The City and WCFMA have agreed upon the following changes to the existing labor agreement to be incorporated into the successor agreement, which would become effective upon approval of the MOU by the City Council. All other provisions from the existing agreement are proposed to remain in the agreement without changes.

4-Year Term (July 1, 2024-June 30, 2028)

- Salary Schedule
 - 0% July 1, 2024
 - 0% July 1, 2025 * (Top Step 5 — Salary Adjustment)
 - 3 % July 1, 2026
 - 3 % July 1, 2027
- Effective the first full pay period July 1, 2025, the salary base step 5 shall increase to \$15,750.
- Deferred Compensation - \$150
- FLSA Credit
- Cafeteria Plan - Increase Vision Insurance to \$45.42 consistent with other bargaining group in the City.
- Retiree Health Savings Plan - City will continue \$50/month
- Educational Pay -Eliminate section VI and replace with below:
 - Associate Degree plus Fire Certification II:
 - Fire Assistant Chief \$425
 - Bachelor's Degree plus Fire Certification II
 - Fire Assistant Chief \$525
 - Master's Degree plus Fire Certification II
 - Fire Assistant Chief \$625
- Tuition Reimbursement — Increase to \$2,736
- Special Pay
 - Fire Investigator or Fire Inspector Pay — Level I \$100 and Level II \$250.
- Mutual Aid Deployment - 5%.
- Fire Officer Pay — These items were negotiated under two separate contracts and currently show the higher certification holding a higher value.
 - Change Fire Officer to \$250/month
 - Change Chief Fire Officer from \$600/month

Minimum Staffing — but with a minimum of one sworn member daily

- Add Promotional List Section
- Add Educational Leave Section
- Add Compensatory Time Section

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternate directions.

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

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

The approximate fiscal impact for FY 2025-26 is \$170,660; FY 2026-27 \$114,900; and FY 2027-28 \$107,500 for a total of \$393,060.

Attachments

Attachment No. 1 - Resolution 2026-05

Attachment No.2- Resolution 2026-19

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

RESOLUTION NO. 2026-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST COVINA AND THE WEST COVINA FIRE MANAGEMENT ASSOCIATION FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2028

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

WHEREAS, the current Memorandum of Understanding between the City of West Covina (the “City”) and the West Covina Fire Management Association (WCFMA) expired on June 30, 2024; and

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

WHEREAS, the City and the WCFMA have reached an agreement and memorialized their agreement regarding wages, benefits, hours and other terms and conditions of employment in the Memorandum of Understanding for the period of July 1, 2024 through June 30, 2028, which is attached hereto as Exhibit “A.”

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

SECTION 1. The City Council hereby approves the Memorandum of Understanding between the City and the West Covina Fire Management Association, attached hereto as Exhibit “A.”

SECTION 2. The City Council authorizes the Acting City Manager to execute the Memorandum of Understanding on behalf of the City, in substantially the form as attached and in such final form as approved by the City’s labor counsel.

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

APPROVED AND ADOPTED this 21st day of April, 2026.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

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 Resolution No. 2026-05 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 21st day of April, 2026, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING



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

AND

**CITY OF WEST COVINA
FIRE MANAGEMENT ASSOCIATION (WCFMA)**

**EFFECTIVE
JULY 1, 2024 THROUGH JUNE 30, 2028**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE REPRESENTATIVES OF
MANAGEMENT FOR THE CITY OF WEST COVINA
AND WEST COVINA FIRE MANAGEMENT ASSOCIATION**

PREAMBLE

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

The representatives have reached an understanding as to recommendations to be made to the City Council for the City of West Covina and have agreed that the parties hereto will jointly urge said Council to adopt one or more resolutions which will provide for the changes in wages, hours, fringe benefits, and other terms and conditions of employment contained in these joint recommendations.

I. RECOGNITION/REPRESENTATION UNIT

The City hereby recognizes the West Covina Fire Management Association for the term of the Memorandum of Understanding, notwithstanding any ordinance, resolution, rule, or regulation to the contrary as the majority representative of the employees in the bargaining unit which consists of Assistant Fire Chiefs subject to the right of an employee to represent himself/herself. The recognition requirements of Rule XVI, Section 16.3 of the Personnel Rules, City of West Covina, are waived for the term of this Memorandum. It is further agreed that during the term of this Memorandum of Understanding, no class will be removed from the bargaining unit except upon mutual agreement of the City and Association.

II. SCOPE AND PREVAILING RIGHTS

It is the intent and purpose of this Memorandum to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or difference, which may arise, and to set forth herein the basic agreement between the parties concerning wage, hours and other terms and working conditions of employment.

A. Employee and Employer Rights

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

meet and confer with the recognized bargaining representatives regarding the impact of such management decisions on matters within the scope of representation.

B. Maintenance of Benefits

All rights and privileges and working conditions within the scope of representation in effect at the time of the signing of the agreement and not changed herein, in addition to all rights, privileges and working conditions provided for in the current Memorandum of Understanding, shall remain in full force and effect during the term of this agreement unless changed subsequent to completion of required meet and confer process.

C. Contracting

Should the City consider contracting out any bargaining unit work, it shall notify the Association of its intent for such work and meet and confer in good faith prior to the implementation if it impacts wages, benefits or conditions of employment. Absent such impacts, management shall be provided discretion in entering into agreements with other agencies.

III. SEVERABILITY

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

ARTICLE 1: SALARIES AND COMPENSATION

I. SALARY ADMINISTRATION

Fire Management salaries shall be administered pursuant to the following:

A. Specific Information in Personnel Rules

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

B. Effective Date of Step Increases and Extra Compensation

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

II. SALARY SCHEDULE

0% July 1, 2024, 0% July 1, 2025*, 4% July 1, 2026 (effective first full pay period following 7/1/2026)
3 % July 1, 2027 (effective first full pay period following 7/1/2027).

*The current salary range will be adjusted from \$10,313-\$13,928 to \$10,313-\$15,750. Only the top step will be adjusted. Effective the first full pay period July 1, 2025

III. FIRE SERVICE LONGEVITY PAY

All sworn Fire Management personnel with continuous years of sworn service with the City of West Covina shall be provided additional compensation for such continuous service in accordance with the following:

10 years of service: 2.0% of base salary
15 years of service: 3.0% of base salary
20 years of service: 4.5% of base salary
25 years of service: 7.0% of base salary

All sworn fire personnel hired prior to July 1, 2015 and covered by this agreement shall be allowed to include in their longevity pay calculation up to 5 years of sworn service earned in other full-time paid fire suppression positions with a comparable fire agency. A maximum of 5 years of service from comparable fire agencies shall be allowed.

Longevity pay for fire personnel hired on or after July 1, 2015 shall be based on years of full-time sworn fire service earned with the West Covina Fire Department. The calculation for See

IV. FIRE OFFICER CERTIFICATION PAY

A. State Fire Officer Certification

Employees shall receive \$250/month above base salary for maintaining State Fire Officer Certification.

B. California State Fire Marshall Chief Fire Officer Certification

Unit members shall receive \$600/month for maintaining California State Fire Marshall Chief Fire Officer Certification.

C. Fire Investigator Pay

- Certified Level I, Fire Investigators shall receive one hundred dollars (\$100) per month.
- Certified Level II, Fire Investigators shall receive two hundred and fifty dollars (\$250) per month.
- The Fire Chief shall determine the number of positions eligible for Fire Investigator Pay.

The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571, 571.1 as a fire investigator premium.

D. Fire Inspector Pay

- Certified Level I, Fire Inspectors shall receive one hundred dollars (\$100) per month.
- Certified Level II, Fire Inspectors shall receive two hundred and fifty dollars (\$250) per month.
- The Fire Chief shall determine the number of positions eligible for Fire Investigator Pay.

Employees shall not receive both Fire Investigator Pay (C) and Fire Inspector Pay (D) simultaneously. Employees who are qualified for and assigned to both functions must elect one (1) specialty pay.

The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571, 571.1 as a fire investigator premium.

V. FIRE MARSHAL DIFFERENTIAL PAY

The Fire Management employee assigned to work as the Fire Marshal shall be provided 5% additional compensation.

VI. EDUCATIONAL INCENTIVES

Assistant Fire Chiefs shall be eligible for the following educational incentives in the month following the month in which the degree and/or credential is obtained:

\$425/month: Associate of Arts Degree plus State Firefighter II Certificate

\$525/month: Bachelor's degree plus State Firefighter II Certificate

\$625/month: Master's Degree plus State Firefighter II Certificate

In order for an employee to be eligible for an educational incentive pay increase for their Bachelor's or Master's Degree, said degree must be from an accredited institution and be in a field that supports the employee's job related responsibilities or has value to the organization. An employee's Associates of Arts Degrees units will qualify the employee for educational

incentive pay if the degree are meeting general education requirements, support job related responsibilities or have value to the organization. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a) (2) as Educational Incentive.

VII. BILINGUAL SKILLS PAY

Employees with bilingual skills shall receive one hundred dollars (\$100) per month provided they possess and are using a language skill necessary for effective communication within the community, are assigned by the Fire Chief and have been certified by Human Resources. The Fire Chief shall determine the language skills necessary to effectively conduct fire business and activities with the citizens of the community, subject to approval of the City Manager. Human Resources shall certify, through testing, that the employee has a basic fundamental

conversational skill level. Only one (1) allowance will be paid to an employee regardless of the number of certified languages. The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) as Bilingual Premium.

VIII. PROMOTIONAL LISTS ACTING TEMPORARY AND RANK FOR RANK COVERAGE

Examinations may be scheduled if requested by the personnel officer of the Department in accordance with the city personnel rules. Acting temporary and rank for rank coverage provisions shall be used only in the event • of short time, temporary absences, i.e. Company Officer training meetings.

A 5% Temporary Upgrade pay increase will be paid when Members are working in a position in an upgraded classification. Members are performing 100% of the duties of the upgraded position. The parties agree that to the extent permitted by law, this is a special compensation and shall be reported as such pursuant to the Tile 2 CCR, Section 571, 571.1 as education premium.

IX. UNIFORM ALLOWANCE

The City shall provide a uniform allowance of one thousand dollars (\$1,000) per year to each employee. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) as Uniform Allowance for the purchase, rental and/or maintenance of the required uniforms.

X. DEFERRED COMPENSATION

Deferred compensation benefits shall be offered to Fire Management employees as follows:

- A. The City shall contribute for each Fire Management unit employee, one hundred and fifty dollars (\$150.00) per month to a deferred compensation plan.
- B. The employees shall select the deferred compensation plan from a list of plans provided by the City.

XI. PROMOTION PAY (CAPTAIN TO ASSISTANT FIRE CHIEF)

Employees promoted from Captain to Assistant Fire Chief shall receive a salary that, when combined with special pays, results in a minimum increase of ten percent (10%) above the total

amount of salary and special pays they received in the Captain position. The calculation of this increase will exclude deferred compensation, overtime pay, and FLSA pay.

ARTICLE 2: FRINGE BENEFITS

I. ADMINISTRATION AND FUNDING OF FRINGE BENEFITS

Fringe benefits shall be administered pursuant to the following:

A. Administration

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

B. Selection and Funding

For the administration of fringe benefit programs involving insurance, the City reserves the right to select any insurance carrier, self-insure, or use other methods of providing coverage to fund the benefits provided, as long as the benefits of the plan are substantially the same.

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

II. FLSA CREDIT

Effective July 1, 2022 sworn Members assigned to the "56 hour" work week shall be scheduled in the 48-96 shift pattern and a 14 day FLSA period. Regularly scheduled hours above 106 will be paid at an overtime rate and be reported separately on employee paystubs. The regularly scheduled average hours per week is 56.

When an employee represented by the Association, during said employee's regular working hours, is engaged in special assignment and/or level I and level II training, the hours worked shall be considered as actual hours worked for the purpose of the hours worked calculation for overtime. Special Assignments shall be those that benefit the department and/or the City and are authorized by the Fire Chief and shall include, but not be limited to, the following:

- A. Public Education
- B. Committee Assignments
- C. Video Team
- D. Negotiations

Only the following leave time shall be considered hours worked for the purpose of the hours worked calculation for overtime:

- A. Vacation Leave
- B. Comp Time Used
- C. Sick Leave
- D. Bereavement Leave
- E. Jury Duty
- F. Holiday Leave

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571, 571.1.

Effective the first full pay period after City Council approval of MOU

III. CAFETERIA PLAN

Unless otherwise noted, effective July 1, 2014, Medical, Dental and Vision Insurance will be provided as set forth below for all bargaining unit members: To comply with the Public Employees' Hospital and Medical Care Act (PEHMCA) the City will contribute the PEHMCA statutory minimum amount for the provision of medical insurance. In addition, the City will contribute an additional amount for current bargaining unit members into a cafeteria plan in accordance with IRS Code section 125. Those additional amounts will be as follows:

A. Health Insurance

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

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

B. Dental Insurance

In addition to the above amount, the cafeteria amount shall also include up to \$62.23 per month for dental insurance for the member and eligible dependents. If the monthly premium for the dental insurance plan chosen by the member is less than \$62.23, the amount the City pays shall be equal to the dental insurance chosen. If the dental insurance plan chosen is equal to or more than \$62.23 per month, the amount the City pays shall be \$62.23.

C. Vision Insurance

In addition to the above amounts for medical and dental insurance, the cafeteria amount shall also include up to \$45.42 per month for vision insurance for the member and eligible dependents. If the monthly premium for the vision insurance plan chosen by the member is less than \$45.42, the amount the City pays shall be equal to the vision insurance chosen. If the vision insurance plan chosen is equal to or more than \$45.42 per month, the amount the City pays shall be \$45.42.

IV. RETIREE HEALTH SAVINGS PLAN (RHS)

- A. Employees will contribute \$50 per month to the RHS Plan.
- B. The City will contribute \$50.00 per month to the employees RHS Plan.
- C. The RHS Plan will be subject to regulatory and provider regulations.
- D. For employees on or after July 1, 2012, the City shall contribute and additional \$150.00 per month for a total of \$200.00 per month to those employees' RHS Plan.

V. RETIREE HEALTH

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

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

A. Tier 1 Employees

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

PERS statutory minimum for that year. If the retiree chooses a plan that is \$1,004.80 or more, the amount the City will contribute into the HRA per month will be \$1,004.80

minus the PERS statutory minimum for that year. The City will cover all administrative costs associated with the HRA and benefits will not be reduced to retirees as a result of administrative fees/costs. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum.

3. Employees hired prior to July 1, 2012 with less than five years sworn service with the West Covina Fire Department are not eligible for the retiree longevity stipend, until they reach five years of service.

B. Tier 2 Employees

Employees hired on or after July 1, 2012 will not receive the retiree longevity stipend, but like all retirees of the City, as set forth above, the City will contribute the PERS statutory minimum amount on the retiree's behalf.

VI. RETIREE DENTAL

Upon retirement from the City, unit employees may purchase retiree dental insurance at their own cost. The City shall bear no cost or make any monetary contribution to the retiree's dental insurance premium.

VII. SECTION 125 PLAN

The City has established a program consistent with Section 125 of the IRS Code, which enables employees to voluntarily use pre-tax earnings for medical, dental, and dependent care expenses.

It is understood by the parties that participation in the plan is voluntary for Fire Management Employees and the City will not be obligated to contribute to pay any employee costs for employees to participate in the plan.

VIII. LIFE INSURANCE

The City shall provide all Fire Management Employees a term life insurance policy in the amount of \$100,000 while employed, and \$100,000 AD&D while on duty, and a post-retirement death benefit of \$10,000.

IX. TUITION REIMBURSEMENT PROGRAM

The City shall provide tuition reimbursement for the cost of tuition and books for job-related courses that earn college credit and lead to a degree or certification. The provisions of the program are as follows:

A. Maximum Reimbursement

Fire Management Employees' maximum annual tuition reimbursement (including books) shall be two thousand seven hundred and thirty-six dollars (\$2,736.00) per fiscal year.

B. Administrative Policy

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

X. PERS RETIREMENT BENEFITS

Retirement benefits shall be provided in accordance with the contract between the City and the California Public Employees' Retirement System (CalPERS). Benefits shall be provided as follows:

A. Tier 1 Retirement Formula

For employees hired on or before July 1, 2012, the retirement formula shall be three percent (3%) at age fifty (50). The retirement formula shall be based on the one-year final compensation option pursuant to Government Code 21367.53. Each employee shall pay the full, statutorily required employee contribution to the CalPERS system. The employee contribution shall be made on a pre-tax basis.

B. Tier 2 Retirement Formula (Classic CalPERS Members)

For employees hired after July 1, 2012 and who are determined to be classic CalPERS members, the retirement formula shall be three percent (3%) at age fifty-five (55). The retirement formula shall be based on the one-year final compensation option pursuant to Government Code 21367.53. Each employee shall pay the full, statutorily required employee contribution to the CalPERS system. The employee contribution shall be made on a pre-tax basis.

C. Tier 3 Retirement Formula (New CalPERS Members)

For employees hired on or after January 1, 2013 and who are determined to be new CalPERS members, the retirement formula shall be two and seven-tenths percent (2.7%) at age fifty-seven (57). The retirement formula shall be based on the three-year average final compensation option pursuant to Government Code Section 20037. Each employee shall pay the full, statutorily required employee contribution to the CalPERS system. The employee contribution shall be made on a pre-tax basis.

D. Additional CalPERS Retirement Benefits (All Employees)

The contract between the City and CalPERS shall provide the following benefits to all Fire Management employees:

1. Fourth Level of 1959 Survivor Benefits pursuant to Government Code 21574.
2. Service Credit for unused sick leave pursuant to Government Code 20862.8.
3. One-half (1/2) pay continuance pursuant to Government Code 21263. (Post Retirement Survivor)
4. Retiree death benefit of \$600 dollars pursuant to Government Code 21367.53.
5. Military service credit as public service pursuant to Government Code 21024.
6. Continuation of Pre-Retirement Death Benefits after Remarriage of Survivor pursuant to Government Code 21551.

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

Cost Sharing

Each classic member employee shall pay the full statutorily required employee contribution to the

CalPERS system and an additional three percent (3%) of compensation earnable towards the employer contribution pursuant to cost sharing for a total contribution of twelve percent (12%). Effective the first full pay period following ratification of the MOU, each employee shall pay an additional three percent (3%) of compensation earnable towards the employer contribution pursuant to cost sharing for a total contribution of twelve percent (15%). The contributions above the full statutorily required employee contribution to the CalPERS system shall be made pursuant to California Government Code section 20516 (f).

New Member (PEPRA) employees shall pay 50% of the applicable normal cost as their member contribution (California Government Code Section 7522.30(c)). Effective the first full pay period following ratification of the MOU, the New Member Employee shall be 50% of the applicable normal cost member contribution or fifteen percent (15%), whichever is more. The contributions above the full statutorily required employee contribution to the CalPERS system shall be made pursuant to California Government Code section 20516 (f).

XI. PARS SUPPLEMENTAL RETIREMENT PLAN

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

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

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

New employees hired on or after July 1, 2012, will not be eligible to participate in the benefits provided in this Section.

XII. MILEAGE AND EXPENSE REIMBURSEMENT

The City shall reimburse for mileage and expenses incurred during the course of City business consistent with the provisions of the City-wide Travel and Expense Reimbursement Policy. The mileage reimbursement rate shall be the rate set forth by the IRS.

XIII. MISUSE OF BENEFITS

Assistant Fire Chiefs who fraudulently gain or fraudulently attempt to gain for themselves or others by deception, omission, or fraud the benefits of the City's Workers' Compensation, retirement, medical, dental, or other insurance policies or any other benefit which they would not otherwise be entitled to shall be subject to: a) denial of requested benefits; and/or b) disciplinary action up to and including termination.

ARTICLE 3: WORK PERIODS & SCHEDULES

I. HOURS OF WORK POLICY

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

II. WORK PERIODS

A. 48/96 Work Schedule – Shift Duty

1. The 48/96-work schedule is a three-platoon system in which employees work two (2) consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours, and have ninety-six (96) consecutive hours off.

A typical work schedule is as follows: X = work day, and O = day off.

For example, a schedule may read as XXOOOOXXOOOOXXOOOO and so forth.

2. The 48 hour cycle is in reality two (2) 24-hour shifts. Therefore, sick leave and annual leave will be used in 24-hour increments (i.e., to take off one cycle will take two (2) 24-hour shifts).
3. In the event one shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 23rd will be reassigned to work December 24th. The shift originally scheduled to work on December 24th will be reassigned to work December 23rd.

B. 4/10 Work Schedule – Non-Shift Duty

The Fire Management employee assigned to work as the Fire Marshal shall be assigned a 4/10 work schedule which will consist of a seven (7) day work period of forty (40) hours that begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m., except as modified by management.

C. Overtime

Overtime will only be paid for overtime worked while on shift duty. Overtime will not be paid for time spent tending to work-related functions that fall outside of the normal work shift (i.e. non- shift work).

The non-shift Fire Management employee assigned to Fire Marshal duties will only be paid for overtime if backfilling shift work. In such instances, the computation of the overtime rate will be based on the fifty-six (56) hour pay scale and it will not include the

5% Fire Marshal Differential Pay.

III. ANNUAL SHIFT TRANSFER BID SYSTEM

Shift assignments shall be open for bid according to the following provisions:

1. All Assistant Chiefs assigned to shift work shall have the option of bidding for a shift transfer, which if approved, shall be effective in January of each year.
2. All annual shift transfer requests shall be submitted to the City via the Fire Chief no later than 1700 hours on December 1st. Bids submitted after the deadline shall not be considered.
3. If more than one Fire Management member submits a bid for the same shift, seniority in rank will be used to determine which member will be awarded the requested shift.
4. In addition to the annual shift transfer request system, any two Assistant Chiefs assigned to shift work may mutually request to switch shifts at any time during the year with the approval of the Fire Chief.

ARTICLE 4: LEAVE POLICIES

I. TIME OFF BENEFITS FOR SHIFT EMPLOYEES

Leave benefits for fire safety employees working a twenty-four (24) hour shift shall be calculated on the basis of one-and-one half times the hourly benefit granted to employees working a ten (10) hour day.

II. HOLIDAYS

A. Assistant Fire Chiefs (Shift Employees)

Holidays shall be granted to all shift employees on the basis of one holiday (12 hours) per month with no specific date. If an employee terminates prior to the effective date of the traditional holiday, the holiday pay will be deducted from the final check. On an annual calendar year basis, employees can elect to take said time as follows:

1. Holiday Pay = 12 hours (per month)
2. Holiday Leave Time (Comp) = 8 hours/per month (non-PERSable)

Election must be made by December 1st of the previous calendar year. See attached Appendix A-2, Holiday Leave Time/Holiday Pay Request Form.

B. Assistant Fire Chief / Fire Marshal (Non-Shift Employees)

The City shall recognize the following days as official paid holidays for Fire Management employees assigned to non-shift work (i.e., Fire Marshal duties):

New Year's Day*
President's Day
Memorial Day
Independence Day

Labor Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Eve* (unless Christmas falls on a Saturday, Sunday, or Monday)
 Christmas Day*

*If the City closes from December 25th through January 1st, these holidays will not apply to the paid time off and holiday in-lieu provisions of this section.

Each recognized holiday granted to non-shift unit employees shall be ten (10) hours of time off with pay. Any additional time taken off above the ten (10) hours of each paid holiday must be deducted from the employee's other leaves, such as vacation, floating holiday leave, or compensatory time.

C. Holiday In-Lieu Bank

For both shift and non-shift Fire Management employees, holiday leave accruals shall be capped at the same amount the Fire Fighters Association (FFA) agrees to in its FY 14-16 Memorandum of Understanding with the City.

III. VACATION

It is the policy of the City that when possible, Fire Management Employee vacations shall be

taken annually in the year earned. The time during the year at which a Fire Management Employee may take vacation shall be determined by the Fire Chief, with due regard for the wishes of the Fire Management Employee and particular regard for the service needs of the City.

A. Vacation Leave Earned and Accumulated - Assistant Fire Chiefs (Shift Employees)

Usable after 6 months of employment, eligible Assistant Fire Chiefs (shift employees) shall earn and accumulate to a maximum vacation leave as follows:

Months of Service	Hours Accumulated Per Pay Period	Hours Accumulated Per Month	Maximum Accruals
1-60	4.62	10.00	360
61-108	6.93	15.00	420
109-120	7.38	16.00	432
121-132	7.85	17.00	444
133-144	8.31	18.00	456
145-156	8.77	19.00	468
157-167	9.23	20.00	480
168-179	9.69	21.00	492
180-191	10.15	22.00	504
192+	10.62	23.00	516

*At the completion of 60 months add 60 hours of vacation time.

B. Vacation Leave Earned and Accumulated (Non-Shift Employees)

Usable after 6 months of employment, employees assigned to non-shift work shall earn

and accumulate to a maximum vacation leave as follows:

Months of Service	Hours Accumulated Per Pay Period	Hours Accumulated Per Month	Maximum Accruals
1-12	3.08	6.67	240
13-108	4.62	10.00	280
109-120	4.92	10.67	288
121-132	5.23	11.33	296
133-144	5.54	12.00	304
145-156	5.85	12.67	312
157-167	6.15	13.33	320
168-179	6.46	14.00	328
180-191	6.77	14.67	336
192+	7.08	15.34	344

C. Limitation - Vacation Leave Accrual

Fire Management Employees shall not be allowed to accrue vacation leave beyond the stated maximums. Exceptions to vacation leave accrual limits shall be made under the following conditions:

1. Fire Management Employees called into duty under work urgency orders by management shall not lose earned vacation leave. Work urgency is defined as the department's need to have the Fire Management Employee at work to perform duty assignments for a specified period of time.
2. Fire Management Employees that have reached the maximum amount of unused vacation leave, and who are unable to take vacation leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, the Human Resources Director will approve a waiver of the maximum allowed unused balance for a period not to exceed six (6) months per fiscal year.

D. Vacation Leave Cash-Out at Termination

Any Fire Management employee who has been in continuous full-time service of the City for a period of six (6) full months or more and who is terminating his/her employment, shall be paid for accrued vacation leave time on the effective date of termination.

E. Vacation Leave Cash-Out for Shift Employees

Vacation leave cash-outs for Assistant Fire Chiefs regularly assigned to shift work shall be made in accordance with the following provisions:

1. Assistant Fire Chiefs with less than five (5) years City service may receive payment in lieu of up to one hundred twenty (120) hours of accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five (5) business days prior to requested date of issuance of the check, upon the approval of the Fire Chief.
2. Assistant Fire Chiefs with five (5) or more years of City service may receive payment in lieu of up to one hundred eighty (180) hours accumulated vacation time

in any one calendar year upon filing a written request with the Finance Department five (5) business days prior to requested date of issuance of the check, upon approval of the Fire Chief.

F. Vacation Leave Cash-Out for Non-Shift Employees (Fire Marshal)

Vacation leave cash-outs for Assistant Fire Chiefs regularly assigned to non-shift work shall be made in accordance with the following provisions:

1. Assistant Fire Chiefs with less than five (5) years of service may receive payment in lieu of up to eighty (80) hours of accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five (5) business days prior to requested date of issuance of the check, upon the approval of the Fire Chief.
2. Assistant Fire Chiefs with five (5) or more years of service may receive payment in lieu of up to one-hundred twenty (120) hours of accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five (5) business days prior to requested date of issuance of the check, upon the approval of the Fire Chief.

G. Advance Payment for Vacation (Shift Employees)

Any Fire Management Employee regularly assigned shift duty who is authorized to take sixty (60) or more hours of vacation with pay at one time may apply for the payment of

salary in advance for any pay period occurring during the period of the employee's authorized vacation. The following conditions shall apply:

1. The application for advanced payment must be approved by the Fire Chief and filed with the Finance Director at least seven (7) days before the vacation period for which the salary advance is requested.
2. In cases of extreme emergency where the Fire Management Employee is unable to give the required notice, approval for an advance vacation check may be given where such request can be justified to, and approved, by the Fire Chief and Finance Director.

H. Advance Payment for Vacation (Fire Marshal)

Any Fire Management Employee regularly assigned Fire Marshal duties who is authorized to take forty (40) or more hours of vacation with pay at one time may apply for the payment of salary in advance for any pay period occurring during the period of the employee's authorized vacation. The following conditions shall apply:

1. The application for advanced payment must be approved by the Fire Chief and filed with the Finance Director at least seven (7) days before the vacation period for which the salary advance is requested.
2. In cases of extreme emergency where the Fire Management Employee is unable to give the required notice, approval for an advance vacation check may be given where such request can be justified to, and approved, by the Fire Chief and Finance Director.

I. Vacation Leave - Reinstated/Reemployed Fire Management Employees

Any Fire Management Employee who is reinstated or reemployed under the provisions of these rules shall accrue vacation at the same rate as prior to his/her termination.

IV. SICK LEAVE

A. Allowance/Accumulation for Shift Employees

Fire Management employees regularly assigned to shift duty shall accrue sick leave under the same conditions as general city employees and at the same rate using the 1: 1.5 ratio factor.

B. Allowance/Accumulation for Non-Shift Employees (Fire Marshal)

Following completion of thirty (30) calendar days of continuous full-time service, Fire Management employees regularly assigned to non-shift duties shall be credited with eight (8) hours of sick leave. Thereafter, for each calendar month of service in which the employee has worked or has been paid for more than two-thirds (2/3) of the actual number of working days of such month, he/she shall be allowed 8 hours of credit for sick leave with pay.

C. Sick Leave Benefit

Sick leave shall be administered pursuant to the following conditions:

1. Sick leave is a benefit and not a right and is to be utilized by Fire Management Employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article.
2. Sick leave may be used by new Fire Management Employees after thirty (30) calendar days of employment.

D. Sick Leave Earned

Sick leave shall be earned in accordance with the following:

1. Shift employees shall accrue twelve (12) hours per month; Non-Shift employees shall accrue eight (8) hours per month.
2. Unused sick leave may be accumulated without limit.

E. Reinstatement of Sick Leave

Any Fire Management Employee who is reinstated to full-time City employment shall be given full credit for his/her unused accumulated sick leave at the time of termination, provided, however, that no payoff for accumulated sick leave was received upon termination.

F. Sick Leave Annual Cash-Out Program (Shift Employees)

The Sick Leave Annual Cash-Out Program for Fire Management employees regularly assigned to shift duty shall be administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular Fire Management Employee.
2. Qualified sick leave shall only be cashed out at the employee's hourly rate.

3. The maximum amount of sick leave allowed to be cashed-out per calendar year (i.e., January 1 – December 31) shall be eighty (80) hours.
4. Mandatory sick leave carry-over. On a calendar year basis, each Fire Management employee must carry over a minimum of sixty-four (64) hours of unused sick leave from December to January. Shift employees may request cash payment for any unused hours above the sixty-four (64) hour minimum during this time. Unused hours above the sixty-four (64) hour minimum in December of each calendar year may also be carried over to the January sick leave bank (i.e., the following calendar year's sick leave bank).
5. Sick leave used by a Fire Management Employee during each calendar year will be charged against the Fire Management Employee's current year earnings.
6. If sixty-four (64) hours of unused sick leave are not available in December of each calendar year, the number of unused hours must be carried over to the sick leave bank for the following calendar year.
7. To qualify for this program, Fire Management Employees shall not be allowed to charge sick leave to other forms of paid leave.

G. Sick Leave Annual Cash-Out Program (Non-Shift Employees)

The Sick Leave Annual Payoff Program for Fire Management employees regularly assigned to non-shift work shall be administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular Fire Management Employee.
2. Qualified sick leave shall only be cashed out at the employee's hourly rate.
3. The maximum amount of sick leave allowed to be cashed-out per calendar year (i.e., January 1 – December 31) shall be forty (40) hours.
4. Mandatory sick leave carry-over. On a calendar year basis, each non-shift Fire Management employee must carry over a minimum of fifty-six (56) hours of unused sick leave from December to January. Non-Shift employees may request cash payment for any unused hours above the fifty-six (56) hour minimum during this time. Unused hours above the fifty-six (56) hour minimum in December of each calendar year may also be carried over to the January sick leave bank (i.e., the following calendar year's sick leave bank).
5. Sick leave used by a Fire Management Employee during each calendar year will be charged against the Fire Management Employee's current year earnings.
6. If fifty-six (56) hours of unused sick leave are not available in December of each calendar year, the number of unused hours must be carried over to the sick leave bank for the following calendar year.
7. To qualify for this program, Fire Management Employees shall not be allowed to charge sick leave to other forms of paid leave.

H. Sick Leave Cash-Out upon Termination

Upon termination of over three years of full-time salaried City service, other than by discharge, Fire Management Employees shall be paid for one third (1/3) of all sick leave accrued to the time of such termination at current compensation to a maximum of 400 hours.

I. Use of Sick Leave

Fire Management Employees' sick leave can only be granted upon the approval of the Fire Chief in the case of bona fide illness or injury of the Fire Management Employee or in the event of the care or attendance of serious illness of the Fire Management Employee's immediate family. The following conditions may apply:

1. The Fire Chief may require evidence in the form of a physician's certificate, or written statement, as to reason for any Fire Management Employee's absence of three (3) or more consecutive working days for which sick leave was requested. A failure to supply or provide said certificate or written statement shall be grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.
2. Any Fire Management Employee absent from work, due to illness or accident, may be required by the Fire Chief to submit to and successfully complete a physical examination before returning to active duty. The physical examination will be conducted by a physician of the City's choice, with all costs to be paid by the City.

J. Use of Sick Leave - Care of Immediate Family

Use of sick leave for the care of immediate family shall be restricted to the following:

1. No more than seventy-two (72) hours for Assistant Fire Chiefs (shift employees), of sick leave within any calendar year may be granted to a Fire Management Employee for the care or attendance upon members of his/her immediate family.
2. The phrase "immediate family," for the use of sick leave, is defined under Bereavement Leave of this Article, as spouse, parent, grandparent, brother, sister, child, stepchild, grandchild, and in-laws.

K. Temporary Disability

A Fire Management Employee who is entitled to temporary disability indemnity under Div. 4, Div. 4.5 of the State Labor Code may elect to take that number of days or portions of days of his/her accumulated sick leave, or his/her accumulated vacation, as when added to his/her disability indemnity will result in payment of his/her full salary. When his/her accumulated sick leave, or vacation, or both are exhausted, he/she is still entitled to receive disability indemnity.

L. Sick Leave Limitations

No Fire Management Employee shall be entitled to sick leave with pay while absent from duty on account of the following causes:

1. Disability arising from sickness or injury purposely self-inflicted or caused by any of his/her own willful misconduct.
2. Sickness or disability sustained while on leave of absence, other than regular vacation leave or sick leave.

3. Disability or illness arising from compensated employment other than with the City of West Covina.

M. Sick Leave during Vacation

Sick leave shall not be used in lieu of or in addition to vacation leave. However, a Fire Management Employee who becomes seriously ill on an approved vacation may contact the Fire Chief and request that sick leave be granted in lieu of vacation for the period of illness. The Fire Chief has discretion in approving or disapproving such request.

N. Sick Leave during Recognized Holiday

For non-shift Fire Management employees, paid holidays that occur while out on sick leave shall not be charged to the non-shift employee's sick leave bank.

O. Use of Sick Leave to Offset Disability Retirement

No Fire Management employee shall use sick leave days to offset the date of disability retirement. The effective date of disability retirement shall be as soon as practicable after the City's physician has determined that the Fire Management Employee can no longer perform the duties of his/her or an alternate position.

V. ADMINISTRATIVE LEAVE

Effective January 1, 2022, all Fire Management employees shall earn a total of one hundred and twenty (120) hours of administrative leave. The annual provision of administrative leave of 120 hours shall be effectively deposited in each unit employees' leave bank on January 1st of each year. There shall be no roll-over of unused administrative leave into the following year. There shall be no cash-out of any administrative leave.

A. Administrative Leave In-Lieu of Overtime

In-Lieu of overtime, administrative leave shall be provided to unit employees to compensate for non-payable time spent tending to work-related functions that fall outside of the normal scope of duties and work shift. Assistant Fire Chiefs will no longer be paid overtime for attending trainings, meetings, and other work-related functions that fall outside of the normal work shift. The Fire Chief may make exceptions to this overtime rule.

B. Administrative Leave Policy

Except as stated herein, the specific details and provisions governing the application of administrative leave apply and are set forth in the City's Administrative Leave Policy, approved on October 1, 1996, and as amended thereafter.

VI. COMPENSATORY TIME

Prior to the salary adjustment all compensatory time shall be cashed out at the member's hourly pay rate as of March XX, 2026. Also, in the event a City employee is promoted from another bargaining group (e.g. Fire Fighter Association), all compensatory time must be cashed out at the employee's rate of pay prior to the effective date of the promotion.

VII. WORK-RELATED DISABILITY LEAVE

A. Injury/Illness Arising Out Of and In The Course of Job Duties

Whenever Fire Management Employees of the City are disabled, whether temporarily or

permanently, by injury or illness arising out of and in the course of their duties, they shall be entitled, regardless of their period of service with the City, to leave of absence while temporarily disabled, without loss of salary, per Labor Code 4850. The period of such disability shall not exceed one (1) year, or until such earlier date as they are determined to be permanent and stationary and unable to return to their usual and customary duties.

B. Paid Leave During Disability

No sworn members of the Fire Department, while on or entitled to industrial disability leave of absence, shall suffer the loss of any vacation, sick leave, or increase in compensation which would have accrued, or to which he/she would have been entitled, if he/she were actually performing his/her duties.

VIII. BEREAVEMENT LEAVE

Fire Management employees shall be granted bereavement leave in the event of the death of an immediate family member. Bereavement leave shall be provided according to the following:

1. Fire Management employees regularly assigned to shift work shall be allowed up to seventy-two (72) hours of bereavement leave, per each occurrence.
2. Fire Management employees regularly assigned to non-shift work shall be allowed up to forty (40) hours of bereavement leave, per each occurrence.
3. Immediate family member is defined as a grandparent, parent, spouse, brother, sister, child, stepchild, grandchild, or in-law. Proof of immediate family relationship may be required for approval.

IX. MILITARY LEAVE

A. State Military and Veteran's Code

Military leave with pay shall be granted in accordance with Section 395 of the State Military and Veteran's Code.

B. Inactive Military Service

1. Any Fire Management employee that is on inactive duty such as scheduled reserve drill periods, and who has been in the service of the public agency from which leave is taken for a period not less than one year immediately prior to the day on which the absence begins, shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any such absence.
2. Pay for such purposes shall not exceed thirty (30) days in any one year of public agency service. All service of said public employee in the recognized military service shall be counted as public agency service.
3. The City may grant a military leave of absence without pay for an indefinite period of time to any Fire Management employee who is called into active military service even though the Fire Management employee does not meet the one (1) year of continuous service requirements.

C. Active Military Service

1. Each full-time Fire Management employee of the City who has been or is called to

active military service with the Armed Forces of the United States in connection with the activation of the Military Reserves shall be entitled to military leave with full pay for the period of absence on military service in excess of the period covered by said Rule 10, Section 10.26.

2. The amount of pay each such Fire Management employee shall be entitled to receive from the City for said additional period of military leave shall be the difference between the gross pay and allowances actually received by the officer or employee from the United States for such service and the gross wages that said Fire Management employee would have received from the City Of West Covina if he or she had not been called to active military duty, subject to all necessary and appropriate deductions and withholdings.
3. The City shall also provide continued health and dental benefits to the Fire Management employee's dependents, provided that the dependents were covered for those benefits prior to the Fire Management employee being called to active duty. Further, contributions to deferred compensation from the Medical and Dental Insurance benefit shall not be made during the time of activation.
4. The City shall not pay any wage or benefit provided for in this section until and unless the Fire Management employee who requests such payment provides satisfactory proof and documentation of eligibility to receive payment in accordance with procedures established by the City Manager.

X. JURY DUTY

A. Jury Duty Policy

No deductions shall be made from the salary of a Fire Management employee while on jury duty if he/she has waived or remitted to the City the fee for jury duty paid for hours the Fire Management employee is scheduled to work. If he/she has not so waived or remitted the jury fee, he/she shall be paid only for the time actually worked in his/her regular position. A Fire Management employee accepted for jury duty shall immediately notify the Fire Chief in writing whether or not he/she waives or remits his/her jury fee to the City.

B. Jury Fees Returned to the City

The City will grant a Fire Management employee required to serve on jury duty, or to report for examination to serve on jury duty, one (1) time for a maximum of 160 hours, paid leave for such purposes during any three (3) consecutive years of employment. All fees received by the Fire Management employee for jury duty, exclusive of mileage, shall be remitted to the City. City Administrative procedures will govern further details of this program.

A professional fire employee who is subpoenaed or required to appear in court as a witness on job related matters shall be deemed to be on paid leave of absence, while actually in court. Any notification of such appearance shall immediately be reported to the duty Fire Chief. The employee shall remit to the City Treasurer all fees received except mileage.

C. Witness Leave

A Fire Management employee who is subpoenaed or required to appear in court as a witness on job-related matters shall be deemed to be on paid leave of absence while actually in court.

XI. FAMILY CARE LEAVE

A. Birth or Adoption

Leaves due to pregnancy or subsequent to the birth or adoption of a child for parental care purposes, will be granted for a reasonable period of time by the Fire Chief, provided such period, including paid leave and leave without pay, shall not exceed four months. Such leave shall not be conditioned on whether the Fire Management Employee is medically disabled but must be directly associated with the birth or adoption of a child. Only those Fire Management Employees with at least one (1) year of continuous City employment shall be eligible.

B. Family Illness

Leaves due to serious health condition of a child, spouse, parent or registered domestic partner of a Fire Management Employee may be granted for a reasonable period of time by the Fire Chief, provided such period including paid and unpaid leave, shall not exceed twelve (12) weeks in any twelve (12) month period. Only those Fire Management Employees with at least one year of continuous City employment shall be eligible. Certification from a health care provider that the Fire Management Employee's leave is necessary and the prospective length of such leave may be required upon request. Family care leave shall be administered in a manner consistent with Sections 12945, or 12945.2 of the California Government Code. California law shall prevail unless preempted by federal law.

C. Use of Paid Leave

Paid benefit time such as vacation, personal leave days, and compensatory time leave may be taken during any family leave period so long as the total time off does not exceed twelve (12) weeks. Such leave must be used prior to a Fire Management Employee taking leave without pay except during the disability period of a female employee, which is in conjunction with the birth of a child. Sick leave may only be used during the disability period or as provided under Personnel Rules. All Fire Management Employees on family care leave are entitled to return to the same or comparable position.

More specific details on the Family Medical Leave Policy is set forth in the City's Administrative Policy on the subject (dated 1/3/94 & 4/6/94).

XII. SPECIAL LEAVE OF ABSENCE WITH PAY

When a Fire Management Employee has exhausted all sick leave and vacation time to which he/she is entitled, the City Council may, upon showing of good cause and justifiable and deserving circumstances, grant to such Fire Management Employee a leave of absence with pay for a period not exceeding six months and subject to such conditions as the City Council may deem advisable. If temporary disability payments are paid to such Fire Management Employee during any such leave of absence with pay, they shall be credited to and considered a part of his/her salary, and the City shall pay only the difference which when added thereto would equal his/her full salary. The aggregate of all such leave shall not be more than one year.

XIII. EDUCATION LEAVE

When assigned by the Fire Chief, employees may be granted leave with pay for educational purposes to attend conferences, seminars, briefing sessions or other

functions of a similar nature that are intended to improve, maintain or upgrade the individual's skills and professional ability. Training activities are to be organized in the following categories for the purpose of administration and Compensation: LEVEL I - Activities that the Department requires individuals to attend and are necessary for the employee to do his/her job. The Department will pay registration, per diem, mileage, lodging, and coverage for the individual's position consistent with the appropriate City policy. Overtime will be paid if the individual is off duty while attending. If the individual is on duty they shall return to scheduled duty after the activity is over. When individuals attend multi-day programs that are out of the local area they will be covered on scheduled workdays and given overtime for the amount of actual hours conducting Department related activities. One 24 hour shift of work missed equals two nine (9) hour days of training. LEVEL II -Activities either published by the Department or those that are initiated by the employee without being suggested by the Department. Attendance requires approval of the Fire Chief. Administered the same as Level I with the exception that the individual will not receive overtime pay and if related to Association business only coverage is provided. 144 hours of Level II coverage will continue to be available for WCFA.

XIV. LEAVES OF ABSENCE WITHOUT PAY

A. Unauthorized Absence - Automatic Termination

Any Fire Management Employee absent from his/her job for more than two (2) working days without prior permission of the Fire Chief, shall be considered to have automatically terminated his/her employment with the City, unless such leave is extended as approved by the Fire Chief for mitigating circumstances.

B. Unauthorized Absence - Other Disciplinary Action

Any unauthorized absence may be cause for disciplinary action.

C. Authorized Absence

Upon the request of the Fire Management Employee, a leave of absence without pay may be granted by the Council or City Manager to a Fire Management Employee who, immediately preceding the effective date of such leave, shall have completed at least one year of continuous service.

A Fire Management Employee shall not be entitled to a leave of absence as a matter of right, but only upon good and sufficient reason.

D. Leave of Absence without Pay - Duration

Request for leave of absence without pay shall be submitted to the Fire Chief, and shall state specifically the reasons for the request, the date when leave is desired to begin, and the probable date of return to work. The approval and duration of leave without pay shall be conditioned on the following:

1. The Fire Chief may approve the requests for leave of absence without pay if requests are for one hundred twenty (120) calendar days or less.
2. The City Manager may approve requests of more than one hundred twenty (120) calendar days, not to exceed one (1) full year.

3. The City Manager may later, due to mitigating circumstances, extend such leave of absence without pay for one (1) additional full year.
4. A physician statement shall be required of any Fire Management employee who requests leave of absence without pay as a result of medical conditions.

E. Leave of Absence - Employee Injured on Job

The City Council may grant a leave of absence without pay for an indefinite period of time to any Fire Management Employee who is injured on the job, or has a serious illness even though the Fire Management Employee does not meet the one-year of continuous service requirements.

F. Accrual of Benefits

Leave of absence without pay granted by the City shall not be construed as a break in service of employment, and rights accrued at the time leave is granted shall be retained by the Fire Management Employee; however, vacation credits, sick leave credits, increases in salary and other similar benefits shall not accrue to a person granted such leave during the period of absence. A Fire Management Employee reinstated after leave of absence without pay shall receive the same step in the salary range he/she received when he/she began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the Fire Management employee's salary anniversary date shall be set forward one month for each thirty (30) consecutive days taken.

XV. FAILURE TO RETURN FROM LEAVE

Failure of a Fire Management employee to return to his/her employment upon the termination of any authorized leave of absence shall constitute an automatic termination of said Fire Management employee, unless such leave is extended. The City further reserves the right to revoke or cancel any authorized leave for reasons which the City finds to be sufficient.

ARTICLE 5: OTHER CONDITIONS

I. DISCIPLINE - FIREFIGHTER BILL OF RIGHTS

Personnel rules XIV, Section 14.4 is hereby set forth in the attached Exhibit A, and amended thereafter.

II. GRIEVANCE PROCEDURE

Refer to Personnel Rule XV, "Grievance and Complaint Procedure."

III. DISABILITY DISCRIMINATION

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

policy will extend to all terms, conditions and privileges of employment.

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

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

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

IV. WORKERS' COMPENSATION

The City will recognize applicable current Workers' Compensation Law.

V. SAFETY EQUIPMENT

The City agrees to furnish or otherwise provide all safety equipment for each fire safety employee as may be required by law, judicial mandate, or administrative regulation.

VI. MINIMUM STAFFING

A Minimum of one (1) Sworn Member of the West Covina Fire Management Association and/or the West Covina Fire Chief will be daily available to maintain operational readiness for all risk incidents.

VI. MUTUAL AID DEPLOYMENT

Mutual Aid Deployment Eligible Pay All FMA members who obtain RT130 certification, which enhances the employees abilities to perform their job, shall receive five percent (5%) above base salary. In the event the State renames the certification course, the parties agree to amend as such. The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571, 571.1 as an educational incentive. Effective the first full pay period after City Council approval of MOU.

VII. OTHER PROVISIONS NOT COVERED HERE

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

VIII. NOTICE OF FUTURE MEET AND CONFER

If the Association desires to meet and confer with representatives of the City of West Covina concerning improvements or changes in wages, hours, or other conditions of employment for the employee members represented by the Association, which would take effect on or after July 1, 2024,

the Association shall serve upon the City Manager a written request to meet and confer.

IX. RATIFICATION AND IMPLEMENTATION

A. Acknowledgement

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

B. Mutual Recommendation

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

C. Ratification

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and the Association and entered into on this 15th day of February 2022.

D. Term of Memorandum of Understanding

The term of this Memorandum of Understanding shall be for a period of thirty six months, commencing on July 1, 2021, and terminating after June 30, 2024.

EXHIBIT A: FIREFIGHTER BILL OF RIGHTS PROCEDURE

The following appeals procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act.

1. DEFINITIONS

- a. The term "firefighter" means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief who is identified as such. The classifications of employees who are firefighters include: Firefighters, Firefighter/Paramedics, Fire Engineers, Fire Captains and Assistant Fire Chiefs.
- b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

2. APPEAL OF A PUNITIVE ACTION NOT INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OF A FIREFIGHTER FOR MORE THAN FIVE (5) SHIFTS/DAYS

Pursuant to Government Code § 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a discharge, demotion or a suspension greater than five (5) shifts/days.

- a. Notice of Appeal- Within five (5) calendar days of receipt by a firefighter of notification of punitive action as set forth above, the firefighter shall notify the Fire Chief in writing of the firefighter's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
- b. Presiding Officer- In an informal hearing, the Fire Chief or his/her designee shall be the presiding officer. The Fire Chief or his/her designee shall conduct the informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code § 11425.40, then the City Manager or his/her designee shall serve as the Presiding Officer. In such cases, the determination of the City Manager shall be final and binding.
- c. Burden of Proof- The employer shall bear the burden of proof at the hearing.
 - i. If the action being appealed does not involve allegations of misconduct by the employer, the limited purpose of the hearing shall be to provide the officer the opportunity to establish a record of the circumstances surrounding the action.

The Department's burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department's burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.

- ii. However, if the punitive action involves charges of misconduct, the Department shall have the burden of proving by a preponderance of the evidence the facts, which form the basis for the charge and that the punitive action was reasonable under the circumstances.

d. Conduct of Hearing-

- i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence, which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.
- ii. The parties may present opening statements.
- iii. The parties may present evidence through documents and testimony.
 - aa Witnesses shall testify under oath.
 - bb Subpoenas may be issued pursuant to Government Code §§ 11450.05-11450.50.
 - cc Unless the punitive action involves a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.
- iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the hearing officer.
- e. Recording of the Hearing- If the punitive action involves the loss of compensation, then the hearing shall be recorded by stenograph by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.
- f. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.
- g. Decision- The decision shall be in writing pursuant to Government Code §11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

3. APPEAL OF A DISCIPLINARY DECISION INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OF A FIREFIGHTER FOR MORE THAN FIVE (5) SHIFTS/DAYS

- a. In those instances where the procedures in Government Code §§ 11400, et seq. are inapplicable to an administrative appeal, the administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.
- b. Notice of Discipline as Accusation- The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, et seq. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq.

- c. Administrative Law Judge- Pursuant to Government Code § 11512, the City has determined that appeals shall continue to be heard by the Human Resources Commission with the administrative law judge presiding at the hearing, pursuant to Government Code § 11512(b). The administrative law judge shall rule on the admission and exclusion of evidence and advise the Human Resources Commission on matters of law. The Human Resources Commission shall exercise all other powers relating to the conduct of the hearing.
- d. Time and Place of Hearing- Pursuant to Government Code § 11508, unless otherwise decided by the Human Resources Commission, a hearing shall be conducted at West Covina City Hall at a time to be determined by the Human Resources Commission.
- e. Notice of the Hearing- Notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.
- f. The Human Resources Commission (known formerly as, and sometimes referred to as, the Personnel Commission) may recommend to sustain or modify the disciplinary action taken when it appears in the record that there was a substantial violation or omission of procedure or where the specific evidence produced in the hearing warrants such recommendation. In all instances, the Human Resources Commission shall certify copies of its findings and recommendations to the City Manager, and to the appellant employee. The City Manager, shall then affirm, revoke or modify the original action taken. Such affirmation, revocation, or modification taken shall be final. Judicial review of the City Manager's decision may be had pursuant to Government Code § 11523.

APPENDIX A-1: SALARY RANGES

CITY OF WEST COVINA
FIRE MANAGEMENT ASSOCIATION
EMPLOYEE CLASSIFICATIONS AND SALARY RANGES

Effective July 5, 2025						
POSITION TITLE	GRADE CODE	MONTHLY PAY RANGE				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ASSISTANT FIRE CHIEF	FM01	\$10,313	\$0	\$0	\$0	\$15,750

Effective July 4, 2026- 4 % COLA						
POSITION TITLE	GRADE CODE	MONTHLY PAY RANGE				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ASSISTANT FIRE CHIEF	FM01	\$10,726	\$0	\$0	\$0	\$16,380

Effective July 3, 2027- 3 % COLA						
POSITION TITLE	GRADE CODE	MONTHLY PAY RANGE				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ASSISTANT FIRE CHIEF	FM01	\$11,048	\$0	\$0	\$0	\$16,871



APPENDIX A-2: HOLIDAY LEAVE TIME/HOLIDAY PAY

- Request Form -

Employee Name: _____

Date: _____

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

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

THIS SELECTION CANNOT BE CHANGED ONCE IT IS MADE

I ELECT:

- ☐ Holiday Pay
- ☐ Holiday Leave Time

Employee Signature

Date

Z: Forms Holiday Comp Time Holiday Pay Request Form - Fire

All other terms of the MOU other than the aforementioned terms would remain the same.

CITY OF WEST COVINA

Milan Mrakich, Acting City Manager

Date

Carmelita Underwood, HR Director

Date

Fire Management Association

Mike Browne, Assistant Fire Chief

Date

Jim Rudroff, Assistant Fire Chief

Date

RESOLUTION NO. 2026-19

**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 (FMA MOU)**

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. 2026-22, 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 21st day of April, 2026.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

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 Resolution No. 2026-19 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 21st day of April, 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. 2026-22**

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 110 – General Fund			
Revenue	97,839,328	0	97,839,328
Expenditures	100,555,350	92,470	100,647,820
Net Change in Fund Balance	(2,716,022)	(92,470)	(2,808,492)
REVENUE TOTAL INCREASE		0	0
EXPENDITURE TOTAL INCREASE		92,470	0



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 21, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF THE SECOND QUARTER FINANCIAL REPORT FOR FISCAL YEAR 2025-26

RECOMMENDATION:

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

1. Receive and file the Second Quarter Financial Report for Fiscal Year 2025-26.

BACKGROUND:

This report is intended only to provide the City Council and the public with an overview of the City's general fiscal condition. The financial information included in this report is preliminary, unaudited and subject to revision upon completion of the City's closing and audit. The City will make the Quarterly Financial Report available on the City's website for review by the City's stakeholders.

DISCUSSION:

The City has completed the second quarter of Fiscal Year 2025-26. The Quarterly Report (Attachment No. 1) summarizes the overall financial performance of the City for the period of July 1, 2025 through December 31, 2025, but it is not meant to be inclusive of all finance and accounting transactions. While the focus of the report is the General Fund, summary financial information is also provided for the Enterprise Fund and Special Revenue Funds.

The information presented reports revenues as they are received and expenditures when paid. Revenues and expenditures are only accrued at year-end to account for such activity in the correct fiscal year.

LEGAL REVIEW:

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

Prepared by: Karen Ogawa, Finance Director

Fiscal Impact

FISCAL IMPACT:

Receive and file the Second Quarter Financial Report for Fiscal Year 2025-26.

Attachments

Attachment No. 1 - Second Quarter Financial Report

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



SECOND QUARTER FINANCIAL REPORT

Fiscal Year 2025-26

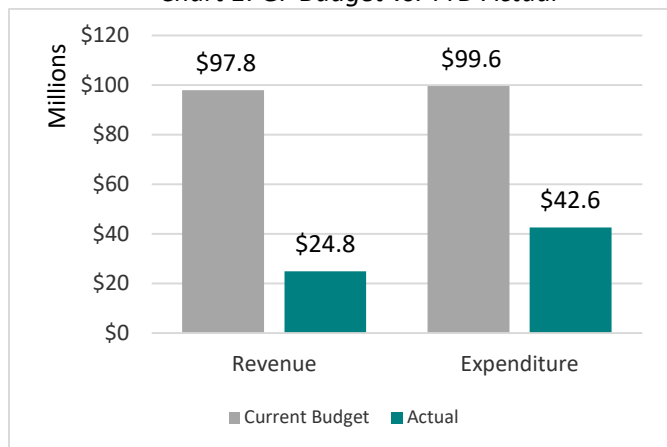
The City has completed the second quarter of Fiscal Year (FY) 2025-26. This report summarizes the overall financial performance of the City for the period of July 1, 2025, through December 31, 2025, but it is not meant to be inclusive of all finance and accounting transactions. While the focus of the report is the General Fund, summary financial information is also provided for the Enterprise Fund and Special Revenue Funds. The information presented is unaudited. This report is intended to provide City Council and the public with an overview of the City's general fiscal condition.

The revenue and expenditures per the Budget to Year-To-Date (YTD) Actual comparisons include any appropriations made as of December 31, 2025. The information presented reports revenues as they are received and expenditures when paid. Revenues and expenditures are only accrued at year end to account for such activity in the correct fiscal year.

GENERAL FUND

The General Fund (GF) is the general operating fund for the City. It provides the resources to sustain the day-to-day activities and services to the community. All nine departments receive support, either directly or indirectly, from the General Fund.

Chart 1: GF Budget vs. YTD Actual



The General Fund original budget for FY 2025-26 was \$97.8 million in revenue, \$97.8 million in expenditures

and net transfers, for a total net change of fund balance of \$81,657. With only 50% of the year complete, General Fund revenues are 25.4% of budget, and expenditures are 42.8%. Total revenues are \$24.8 million, and expenditures are \$42.6 million leaving a total revenue less expenditures \$17.8 million.

GENERAL FUND REVENUE

The City's two major General Fund revenue sources are Property Tax and Sales Tax which make up 65% of the General Fund revenues combined. Table 1 below summarizes revenue to-date.

Table 1: GF Revenue - Budget vs. YTD Actuals

Revenue Source	Current Budget	YTD Actual	%
Property Tax	37,345,400	6,637,484	17.8%
Charges For Services	8,957,830	4,318,926	48.2%
Fines & Forfeitures	1,749,600	376,795	21.5%
Interdepartmental Charges	1,196,210	-	0.0%
Licenses & Permits	4,101,000	1,383,580	33.7%
Other Revenues	137,400	30,133	21.9%
Other Taxes	10,534,000	2,149,750	20.4%
Revenue from Other Agencies	3,847,000	463,483	12.0%
Sales Tax	26,500,000	7,851,532	29.6%
Use of Money & Property	1,915,000	1,593,955	83.2%
Transfers In/Out	1,555,888	-	0.0%
Grand Total	97,839,328	24,805,637	25.4%

PROPERTY TAX

The first major property tax distribution to the City for the fiscal year is received in December which is included in this quarter report. Included in this line are Secured Property Taxes, Property Taxes In-Lieu of Vehicle License Fees (VLF), and residual payments from the dissolution of the former redevelopment agency.

SALES TAX

As of December 31, 2025, the allocation received represents approximately 29.6% of the total sales tax allocation for the year. This is typical for this time of year as there is a two-month lag in sales tax distributions. The City will continue to receive sales tax allocations with the second quarter allocation distributed by the California State Department of

Taxes and Fees Administration (CDTFA) in August 2025.

OTHER TAXES

This category includes Franchise Fees, Business License Tax, Transient Occupancy Tax (TOT), and Property Transfer Tax. At the end of the second quarter \$2.1 million or 20% of the original budget projection was collected. This is due to a lag in when these revenues are received. Additionally, these taxes are not evenly disbursed throughout the year.

CHARGES FOR SERVICES

These revenues include plan check and zoning related fees, recreation fees, interfund charges, police, and fire fees. These fees are trending as projected at approximately 48% or \$4.3 million through December 2025.

LICENSE & PERMITS

Revenues for licenses & permits include building and engineering permits, and animal licenses. Revenue projections are trending slightly under projected at 34% of the original budget projection or \$1.4 million.

REVENUES FROM OTHER AGENCIES

This category includes Vehicle In-Lieu, State Mandated Cost reimbursement revenue, the exchange of Prop A funds, and mutual aid cost reimbursement for strike team deployments for the Fire Department. Most of this revenue is received once within the fiscal year. The Prop A Exchange (which accounts for \$2.6 million) typically does not occur until the end of the fiscal year.

To date the Fire Department has spent over \$582k in mutual aid overtime, this plus an administrative fee will be reimbursed.

INTERDEPARTMENTAL CHARGES

This category includes overhead chargebacks from internal service funds: General Liability, Workers Compensation, and Fleet Maintenance. These charges are billed monthly and equally distributed.

USE OF MONEY & PROPERTY

This category includes rental and interest income. These are trending at 83% or \$1.6 million through December 2025.

FINES & FORFEITURES

This category includes late payment penalties, collection agency fees, code fines, vehicle impound fees, and administrative citations. Overall, fines and forfeitures are only 22% for the quarter.

OTHER REVENUES

This category includes proceeds from auction, advertising, final map, and other miscellaneous revenue. At the end of the second quarter, \$30k or 22% of the original budget projection has been realized. This is typical for this time of year. Prior year had a one-time reimbursement during this first quarter.

TRANSFERS IN

This category includes a transfer from the Successor Agency for administrative costs. This transfer is made at the end of the fiscal year.

REVENUES PROJECTIONS

Revenue projections (see Table 2) are revised with the Quarterly Report based on actuals to date.

Table 2: GF Revenue Projection

Revenue Source	Current Budget	Proposed Adj.	Revised Projection	Actual
Charges For Services	8,957,830		8,957,830	4,318,926
Fines & Forfeitures	1,749,600		1,749,600	376,795
Interdepartmental Charges	1,196,210		1,196,210	0
Licenses & Permits	4,101,000		4,101,000	1,383,580
Other Revenues	137,400		137,400	30,133
Other Taxes	10,534,000		10,534,000	2,149,750
Property Tax	37,345,400		37,345,400	6,637,484
Revenue from Other Agencies	3,847,000		3,847,000	463,483
Sales Tax	26,500,000		26,500,000	7,851,532
Use of Money & Property	1,915,000		1,915,000	1,593,955
Transfers In/Out	1,555,888		1,555,888	0
Grand Total	97,839,328		97,839,328	24,805,637

GENERAL FUND EXPENDITURES

As of December 31, 2025, with 50% of the year complete, 42.8% of the General Fund budget was expensed (see Table 3).

Table 3: GF Expenditures – Budget vs. YTD Actual

Department	Current Budget	YTD Actual	%
Administration	2,150,949	924,187	43.0%
City Clerk	448,507	199,888	44.6%
Code Enforcement	9,476,197	4,289,163	45.3%
Community Development	652,757	260,023	39.8%
Community Services	8,687,140	2,525,322	29.1%
Finance	3,948,207	1,492,785	37.8%
Fire	24,845,516	10,757,053	43.3%
Human Resources	901,100	458,970	50.9%
Police	29,110,471	12,157,031	41.8%
Public Works	5,349,498	1,676,880	31.3%
Transfers	13,985,008	7,821,025	55.9%
Grand Total	99,555,350	42,562,326	42.8%

GENERAL FUND OVERTIME

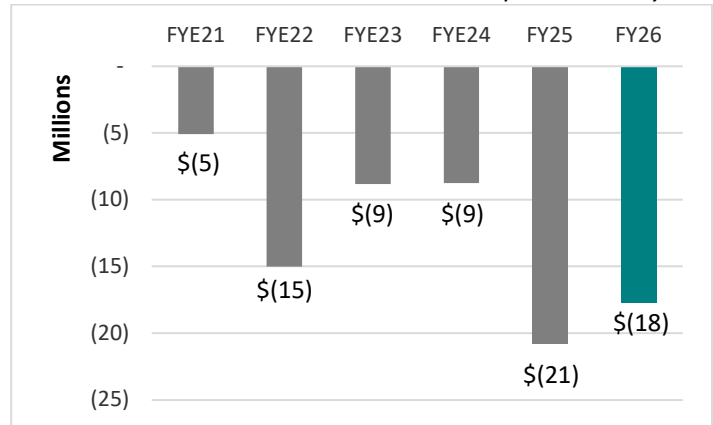
Overall, overtime in the General Fund is at 53.3% of the overall budget. Table 4 summarizes overtime by department within the General Fund.

Table 4: GF Overtime YTD

Department	Current Budget	YTD GF Overtime	%
Administration	4,706	6,193	131.6%
Community Development	658	936	84.8%
Finance	854	725	57.9%
Fire	3,062,612	1,774,298	49.3%
Police	3,597,452	1,773,185	47.7%
Code Enforcement	8,449	4,026	2.0%
Public Works	43,962	878	72.2%
Community Services	94,710	68,396	100.0%
Human Resources	-	1,020	100.0%
Grand Total	6,813,403	3,629,657	53.3%

Overall, total General Fund Revenue (\$24.8M) less expenditures (\$42.6M) for the year is negative \$17.8 million. Negative revenue less expenditures is typical for this time of year due to the lag in property and sales tax revenue – the City’s primary revenue sources.

Chart 2: GF 2nd Quarter Revenue Less Expenditures by FY

**PROPOSED BUDGET AMENDMENT**

The original adopted General Fund budget for FY 2025-26 was \$97,839,328 for revenues and \$97,757,671 in expenditures, including transfers, for a net change in Fund Balance of \$81,657. There are no General Fund budget amendments proposed for this quarter.

ENTERPRISE FUND (FUND 375)

This fund accounts for the computer services provided by the Police Department to other public safety agencies for a fee. The programs are marketed to both public and private agencies. The Police Department also utilizes these products and services. Revenue is generally billed once annually. Expenditures are trending over budget due to one-time annual expenses (see Table 6).

Table 6: Police Enterprise Budget vs. YTD Actuals

Type	Current Budget	YTD Actual	%
Revenue	302,100	0	0.0%
Expenditure	416,635	5,516	1.3%
Revenue Less Expenditure	(114,535)	(5,516)	

SPORTSPLEX (FUND 242)

This fund accounts for activity at the West Covina Sportsplex, a recreation facility which amenities include softball fields, a pavilion, playgrounds, and restaurants.

Early in the fiscal year, there were emergency repairs to the Sportplex tent of approximately \$400k of which insurance covered \$268k.

Budget versus actual comparisons for both revenue and expenditures for the Sportsplex are presented in Table 7.

Table 7: Sportsplex Budget vs. YTD Actuals

Type	Current Budget	YTD Actual	%
Revenue			
Charges For Services	240,000	222,097	92.5%
Other Revenues	19,600	-	0.0%
Use of Money & Property	155,800	4,712	3.0%
Transfers In/Out	917,627	-	0.0%
Revenue Total	1,333,027	226,809	
Expenditure			
Salaries & Benefits	886,027	438,780	49.5%
Materials & Services	447,000	204,801	45.8%
Capital Investments	-	402,225	0.0%
Expenditure Total	1,333,027	1,045,806	
Revenues less Expenditures	-	(818,996)	

OTHER FUNDS

Table 8 shows a summary of budget versus actuals for other funds:

Table 8: Other Funds Budget vs. YTD Actuals

Fund Grouping	Current Budget	YTD Actual	%
Assessment Districts			
Revenue	4,650,403	1,802,327	0.0%
Expenditure	6,443,258	1,555,242	24.1%
Capital Project Funds			
Revenue	729,400	144,158	19.8%
Expenditure	2,193,400	689,896	31.5%
CDBG			
Revenue	770,000	248,189	32.2%
Expenditure	2,205,516	273,964	12.4%
Debt Service			
Revenue	14,835,169	8,655,671	58.3%
Expenditure	15,824,955	8,930,367	56.4%
Gas Tax			
Revenue	3,073,448	1,324,241	43.1%
Expenditure	2,916,603	982,515	33.7%
Grant Funds			
Revenue	(53,962)	767,482	-1422.3%
Expenditure	680,772	1,055,358	155.0%

Table 8: Other Funds Budget vs. YTD Actuals (continued)

Fund Grouping	Current Budget	YTD Actual	%
Housing Authority			
Revenue	217,200	1,302	0.6%
Expenditure	1,966,049	690,292	35.1%
Internal Service Funds			
Revenue	10,569,796	2,216,190	21.0%
Expenditure	10,610,086	3,831,870	36.1%
Metro Funds			
Revenue	10,648,172	4,542,338	42.7%
Expenditure	15,843,036	1,766,137	11.1%
Other SR Funds			
Revenue	4,909,168	2,725,421	55.5%
Expenditure	10,401,307	2,190,895	21.1%
SB1			
Revenue	3,637,696	1,006,928	27.7%
Expenditure	4,875,000	52,715	1.1%
Sewer Maintenance			
Revenue	4,689,600	1,699,044	0.0%
Expenditure	2,626,060	785,666	29.9%
Successor Agency			
Revenue	2,915,344	56,238	0.0%
Expenditure	7,047,316	3,996,005	56.7%

FOR MORE INFORMATION

This summary report is derived from detailed financial information generated by the City's Finance Department. Additional financial information is available online at www.westcovina.org.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 21, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: REVIEW OF THE DRAFT REQUEST FOR PROPOSALS (RFP) FOR FIRE FLEET MAINTENANCE AND REPAIR SERVICES

RECOMMENDATION:

Staff recommends that the City Council authorize the Fire Department to issue a Request for Proposals (RFP) to obtain competitive proposals for fleet maintenance and repair services for fire apparatuses.

BACKGROUND:

The West Covina Fire Department serves the community by responding from five strategically located fire stations. Emergency operations are the core of the Department's fire and life safety protection services, responding to incidents such as medical emergencies, public assistance, hazardous conditions, mutual aid calls, and structure fires. Emergency operations are 24 hours a day, 365 days a year. Emergency personnel respond quickly and are able to mitigate and solve problems efficiently regardless of the nature of the emergency.

A rigorous inspection and preventative maintenance program is an essential element of equipment management. Preventative maintenance reduces operating and maintenance costs, minimizes time out of service, and increases vehicle life. Only certified fire apparatus mechanics are allowed to repair or work on fire apparatus. The West Covina Fire Department has eight Type I engines, one Type III engine, two tillered quints, eight ambulances, and two support vehicles. The Fire Department fleet apparatuses require preventative maintenance services including routine inspections, servicing, repairs, and replacement of equipment components on a regular basis to facilitate operations with minimal downtime.

DISCUSSION:

Fire Department staff propose issuing an RFP to solicit proposals from qualified companies. 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: April 23, 2026
- Questions due: May 7, 2026 (Questions must be posted on the City's Planet Bids portal)
- Responses to questions posted: May 14, 2026 (Responses will be posted on the City's Planet Bids portal)
- Proposals due: May 21, 2026 at 1:00 p.m.
- Potential interviews: Week of May 25, 2026 (Staff will contact proposers with date and time.)
- Selector of proposer (tentative date): June 1, 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 proposals will be evaluated to determine the business or person best suited to provide services based on qualifications, experience and pricing:

- Qualifications and experience as provided in a resume or statement of qualifications
- Ability to communicate effectively
- 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 the 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	15
Relevant Experience and Qualifications of Proposer	30
Capacity to Perform	30
Proposed Cost	25
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. If interviews are conducted, they would be conducted with 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 recommendation for contract award will be based on the highest combined interview score.

LEGAL REVIEW:

The City Attorney's Office reviewed the staff report and the draft RFP.

OPTIONS:

The City Council has the following options:

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

Prepared by: Mike Browne, Assistant Fire Chief

Fiscal Impact

FISCAL IMPACT:

There is no immediate fiscal impact associated with issuing the Request for Proposal (RFP). Any Maintenance Services Agreement award resulting from this process will be presented to City Council for review and approval.

Attachments

Attachment No. 1 - Draft RFP

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

FIRE DEPARTMENT FLEET MAINTENANCE AND REPAIR SERVICES	Approved by: Mike Browne	RFP No.
		Effective Date April 23, 2026

1. GENERAL

The City of West Covina (City) is seeking proposals from qualified vendors to provide parts, maintenance and/or repair services for various fire apparatuses and heavy equipment on an as-needed basis. The goal of this solicitation is to establish multiple agreements to provide flexibility and increased availability of parts and service upon the needs of the Fire Department.

2. RFP SCHEDULE

- RFP release: April 23, 2026
- Questions due: May 7, 2026
(Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: May 14, 2026
(Responses will be posted on City's Planet Bids portal)
- Proposals due: May 21, 2026
- Potential interviews: Week of May 25, 2026
- Selection of proposer (tentative date): Week of June 1, 2026
(For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.org 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://www.westcovina.org/departments/finance/finance/bids-rfps>.

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

Proposals must be submitted no later than **1:00 p.m. on May 21, 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 Jazmin Hernandez, Purchasing Manager. The City Representative can be reached via e-mail at jhernandez@westcovina.org or by phone at (626) 939-8705. 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.

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.

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.

9. **ORAL PRESENTATIONS/INTERVIEWS**

An oral presentation by/interview with 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/interview 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 presentation/interview 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 be 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 Purchasing Manager via email at jhernandez@westcovina.org. A hard copy of the request must also be mailed to the Purchasing Manager at 1444 W. Garvey Avenue S., 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. Addendum 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 Purchasing Manager within five (5) business days following the opening of the proposals. This includes all protests relating to advertising of the 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.org 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	15
Relevant Experience and Qualifications of Proposer	30
Capacity to Perform	30
Proposed Cost	25
TOTAL	100

If the City elects to conduct oral presentations/interviews as provided for in Section 9 of this RFP, each of the three proposers whose proposals receive the highest scores during the evaluation phase will be invited to participate in an interview. An additional _____ points may be added to each proposer's score based on the proposer's demonstrated understanding of the City's needs and evidenced ability to provide the services.

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 H 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 H).

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

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.

Search Exclusions



☒ Show active only

Advanced Search

Federal Users

Getting started for federal exclusions managers.





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

Showing 1 - 25 of 38 results

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 Cairolí ● Active Unique Entity ID (blank) CAGE Code (blank) Physical Address West Covina, CA 91791 USA	Exclusion Classification Individual Activation Date

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

ATTACHMENT D
FEE SCHEDULE

FEE SCHEDULE

Rates set forth in this fee schedule are inclusive of all labor, shop fees, management fees, and environmental fees.

Parts Markup:

Cost proposal for directed work items such as maintenance, mechanical repairs, component replacement and reconditioning.

Tier 1 – Standard Hourly Rate:

Tier II – Overtime Hourly Rate:

Cost proposal for emergency conditions (after hours) work items such as mechanical repairs, component replacement and reconditioning.

Tier III – Emergency Call Hourly Rate:

ATTACHMENT E
SCOPE OF SERVICES

SCOPE OF SERVICES

1. PROJECT BACKGROUND

The purpose of this solicitation is to establish an agreement or agreements for the as-needed purchase of parts, maintenance and/or repair services for various fire apparatus and heavy equipment and/or furnish and deliver Original Equipment Manufacturer (OEM) parts or OEM refurbished parts on an as-needed basis. Repairs must be performed by an approved manufacturer Certified/Authorized Service repair facility. All parts shall be supplied by an authorized parts distributor. The objective is to contract with one or multiple vendors that can partner with the West Covina Fire Department to provide the highest quality of service to the City of West Covina in the most expeditious and cost-effective manner possible.

2. SCOPE OF WORK

On an as-needed, as-requested basis, the contractor shall provide services that include, but are not limited to, major repairs, overhauls of dynamic components, engines and engine accessories, engineering support, pumps, valves, pumping components and various non-critical component repairs, maintenance and/or parts for various fire apparatuses and heavy equipment. Contractor to furnish all labor, materials, equipment, and supervision necessary to provide heavy fire apparatus parts and/or services as required by West Covina Fire Department.

A list of the Fire Department's vehicles and apparatuses is included as Exhibit 1. Contractor acknowledges that the City may add vehicles to and remove vehicles from its fleet at any time during the term of the agreement.

Heavy Fire Apparatus currently in service in West Covina Fire Department's Fleet include, but are not limited to:

- Pierce
- Spartan
- American La France
- Freightliner
- Salsbury

The following is a partial list of radiator repair items or issues that may need attention:

- Radiator core repair/replace
- Radiator rod out
- Heater core repair
- End tank repair
- Fuel tank repair
- Fuel tank cleaning
- Radiator neck repair/replace
- Oil cooler repair
- Welding
- Charged air cooler repair/replace

This scope of work outlines general features and basic minimum requirements for providing parts and services for West Covina Fire Department equipment. This is a

general guide and is not intended to be an all-inclusive list of all work necessary for completing the project scope. At its discretion, the West Covina Fire Department may add or delete vehicles from the list at any time during the term of the agreement. Any vehicles added to the scope of work will be offered the same prices as in the original proposal.

3. QUALITY OF WORK

Repair work must be in a level acceptable to City in terms of cost, time, and workmanship. Failure to perform repairs properly, as determined by the Fire Department, will be considered grounds for terminating the agreement.

4. GENERAL REQUIREMENTS

- The contractor's facility shall be a clean and safe working environment. It shall comply with all Federal, State, and Local regulations.
- All items provided under the agreement shall comply with all applicable, Federal, State, and Local regulations including California Vehicle Code, if applicable.
- Authorized representatives of the West Covina Fire Department shall be permitted to inspect the contractor's facility prior to award of the agreement. After the award of the agreement, authorized representatives of the Fire Department shall be permitted to inspect the contractor's facility on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved. Persistent and/or unresolved performance or other issues may be grounds for termination of the agreement.

5. SERVICE REQUIREMENTS

- Due to logistics and equipment turnaround time, contractor's repair facility must be located within a one hundred (100) mile radius of West Covina Civic Center: 1444 W. Garvey Avenue South, West Covina, CA 91790.
- The repair facility must be secured.
- Contractor shall provide pick-up and delivery of vehicles/equipment in need of parts and/or repair.
- Contractor will perform all work in accordance with generally accepted industry practices for safe and efficient operation.
- Services shall be to manufacturer's latest specifications (E.P.A and C.A.R.B standards) using new and unused OEM genuine and/or OEM genuine rebuilt parts.
- All repair work must be performed by factory trained technicians.

- Prior to the commencement of any work or repairs on West Covina equipment, contractor shall provide a written estimate to the Fire Department for the requested or recommended repairs. This estimate should include the estimated number of hours, hourly rate, estimated materials costs, and projected completion date. Approval from an authorized representative of the Fire Department must be given prior to work being performed and shall be based on the provided estimated cost. If additional work is required, approval from the Fire Department must be obtained prior to work being completed. The Fire Department will not be responsible for the costs associated with any unauthorized repairs.
- All work shall be inspected by a representative of the Fire Department for completion and verification of correction of the reported concerns. If it is determined that the concerns were not properly addressed or the quality of work is unacceptable, the contractor shall, at their expense, make the necessary corrections.
- All work is subject to the inspection and approval of the Fire Department Fleet Manager or a designated representative prior to acceptance and approval for payment.
- Contractor will not subcontract repairs to other service providers without written consent from West Covina Fire Department.
- Contractor will comply with all policies, guidelines, rules, and regulations administered by the following agencies:
 - Air Quality Management District (AQMD)
 - Bureau of Automotive Repair (BAR)
 - Environmental Protection Agency (EPA) – State and Federal
 - Occupational Safety and Health Administration (OSHA) – State and Federal
- And other agencies that regulate:
 - Automotive repair
 - Discharge into sanitary and storm sewers
 - Hazardous materials and waste

6. PARTS REQUIREMENTS

- Contractor will provide new and original equipment manufacturer (OEM) parts/components. Rebuilt, remanufactured, or other deviation or substitutions will not be allowed without the prior written approval by the Fire Department.

- Contractor must have the ability to deliver parts in stock within 1-2 business days after receipt of order from the Fire Department.
- Contractor must provide the option for filling will-call orders for parts in stock, within two hours of order placement.
- Contractor will provide all parts at a discounted rate. Quotations that include parts prices higher than the agreed upon discounted price shall be rejected. If the contractor offers the public any special pricing that is lower than the proposal price, the contractor must provide the lower price to West Covina.
- If requested by the Fire Department, Contractor shall accept the return of unused and undamaged items purchased through the agreement and provide a full refund.

7. WARRANTY

All repaired/rebuilt parts shall be warranted to be free from defects for one (1) year beginning on the date the City accepts the equipment, except as specified below. Contractor shall submit their written standard limited warranty guarantee(s) for Fire Department review upon request.

Any supplier or manufacturer's standard limited warranty coverage greater than that specified above must also be extended to West Covina.

EXHIBIT 1

LIST OF FIRE DEPARTMENT VEHICLES AND APPARATUSES

ATTACHMENT F

**CERTIFICATE OF INSURANCE
(AS OUTLINED IN ATTACHMENT H, SECTION 5, INSURANCE)**

CERTIFICATE OF INSURANCE

ATTACHMENT G

W-9

ATTACHMENT H
SAMPLE AGREEMENT

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

**MAINTENANCE SERVICES AGREEMENT
BETWEEN
CITY OF WEST COVINA
AND**

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:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as Exhibit “A,” incorporated herein.

1.2. 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 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.

1.3. 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 City of West Covina Request for Proposals

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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.

1.4. 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, religious creed, color, national origin, ancestry, physical disability or mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, except as permitted pursuant to Section 12940 of the California Government Code.

1.5. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors 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.

1.6. 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.

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 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 monthly. 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.

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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.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The services shall be performed in strict compliance with the performance 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 Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and Contractor. 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. Thereafter, this Agreement may be extended for a maximum of _____ 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 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 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 Contractor, if the latter should:

- (a) Be adjudged bankrupt;

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

- (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.

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 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.
- (b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than Two Million Dollars (\$2,000,000) combined single limit for each accident.
- (c) Garage keepers legal liability insurance of at least One Million Dollars (\$1,000,000.00) per occurrence.

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- (d) 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.

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

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

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

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured City of West Covina Request for Proposals

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retention shall be approved in advance by City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

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.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, 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 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:

City of West Covina Request for Proposals

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

Tel: _____
Email: _____
Attn: _____

Tel: _____
Fax: _____
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 Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained 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 City of West Covina Request for Proposals

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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 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 reports, documents, information and data 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. Contractor shall deliver to City any 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.

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. 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 City of West Covina Request for Proposals

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

reference, this Agreement shall govern over the document referenced.

6.15. 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.

6.16. 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.

6.17. 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.

6.18. 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.

6.19. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.20. 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.

6.21. 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.

6.22. 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.

6.23. 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 City of West Covina Request for Proposals

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

Agreement.

6.24. 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

[Name]
[Mayor or City Manager] Date: _____

CONTRACTOR

Signature Date: _____

Name and Title

ATTEST:

Lisa Sherrick, CMC
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney Date: _____

APPROVED AS TO INSURANCE:

Karen Ogawa
Finance Director Date: _____



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 21, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF APPLICATION FOR FEDERAL FISCAL YEAR 2025 JUSTICE ASSISTANCE GRANT (JAG) FROM U.S. DEPARTMENT OF JUSTICE

RECOMMENDATION:

It is recommended that the City Council:

1. Review the proposed federal fiscal year 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program application items;
2. Authorize staff to submit the application and accept the award totaling \$23,940;
3. Authorize the Mayor to execute the Certifications and Assurances by the Chief Executive of the Applicant Government 30 days after this Council meeting in accordance with JAG requirements;
4. Designate the Mayor, Acting City Manager, and Acting City Manager's designee to certify and execute all grant related documents.

BACKGROUND:

In 2005, the federal Bureau of Justice Assistance (BJA), within the U.S. Department of Justice (USDOJ), combined several grant programs and created the Justice Assistance Grant (JAG). According to federal requirements, this grant must be used to meet local law enforcement needs, and cannot be used to supplant existing funds or ongoing activities budgeted elsewhere. USDOJ requires that the City Council consider and approve the grant application items at an open meeting where the public can comment, and then submit the two-part application online before the due dates in April.

DISCUSSION:

The West Covina Police Department identified and prioritized unmet law enforcement supply needs in alignment with the Justice Assistance Grant (JAG) Program purpose areas and restrictions. The total cost of these items is \$23,940, which matches the full grant amount available to the City. The proposed purchases include:

- \$5,100 for approximately 17 cartridges/battery sets for non-lethal weapons
- \$9,500 for a digital data recovery tool used in police investigations
- \$9,340 for approximately three computers and related storage drives for police operations

Funding these items through the 2025 Justice Assistance Grant complies with federal purpose areas and meets all Bureau of Justice Assistance (BJA) requirements.

With City Council approval, staff will proceed with securing the \$23,940 grant. The application process

requires submission of a “Certifications and Assurances by the Chief Executive of the Applicant Government,” which must be signed by the Mayor (Attachment No. 1). To meet BJA requirements, this form will be submitted to the U.S. Department of Justice (USDOJ) at least 30 days after the Council meeting and after the application is made public.

Although the application must be submitted online beforehand, USDOJ typically holds it until the signed certification form is received. The grant term is two years and operates on a reimbursement basis. No purchases will be made until the application and award documents are fully approved by USDOJ.

LEGAL REVIEW:

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

Prepared by: Alex B. Houston, Police Executive Administrator

Additional Approval: Tony Cortina, Chief of Police

Additional Approval: Karen Ogawa, Finance Director

Fiscal Impact

FISCAL IMPACT:

The City of West Covina will receive an estimated \$23,940 in 2025 BJA Justice Assistance Grant funds to meet unfunded law enforcement supply needs. There is no local match requirement, and no cost to the City General Fund. This is a reimbursable grant, which means that the City Council must first appropriate funds before staff can complete the purchases and submit for reimbursement. The application and approval process often takes months at the federal level. Thus, revenues and expenditures for this grant are being included in the FY 2026-27 Proposed Budget under the Justice Assistance Grant Fund (No. 130).

Attachments

Attachment No. 1 - 2025 JAG Certifications

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

Edward Byrne Memorial Justice Assistance Grant Program FY 2025 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2025 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2025 JAG funding on behalf of the unit of local government.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 21, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF BUDGET AMENDMENT TO PROCURE AND INSTALL SPORTSPLEX PLAYGROUND RUBBERIZED SAFETY SURFACING (PIP) REMOVAL & REPLACEMENT - PROJECT NO. C26023**

RECOMMENDATION:

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

RESOLUTION NO. 2026-29 – A RESOLUTION OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (SPORTSPLEX PLAYGROUND RUBBERIZED SAFETY SURFACING)

BACKGROUND:

The City of West Covina is committed to providing high-quality recreational opportunities and safe public spaces for residents and visitors. As part of this commitment, the City operates and maintains a network of parks, open spaces, and recreational facilities that serve residents of all ages and abilities. These facilities play an essential role in promoting community wellness, encouraging active lifestyles, and supporting social and recreational engagement.

The City's parks include several playgrounds equipped with safety surfacing designed to reduce the risk of injury and ensure compliance with current safety standards established by the U.S. Consumer Product Safety Commission (CPSC) and the Americans with Disabilities Act (ADA). Routine inspection and maintenance of these facilities are part of the City's ongoing efforts to maintain a safe and welcoming environment for park users.

The City's Sportsplex is a major community recreation hub, offering a variety of amenities including baseball fields, an indoor soccer complex, batting cages, and two playgrounds. The rubberized safety surfacing at both playgrounds was originally installed to provide a durable and accessible play surface. However, over time the surfacing has experienced wear and deterioration due to age and heavy use. The damaged areas now require resurfacing to restore safety conditions, maintain accessibility compliance, and extend the lifespan of the playground facilities.

Resurfacing the playground areas will enhance the overall appearance and functionality of the Sportsplex and ensure the City continues to meet its commitment to providing safe, high-quality recreational spaces for the community.

DISCUSSION:

Playground safety surfacing plays a critical role in providing a safe and accessible environment for children and families. Several types of playground surfacing are available, including engineered wood fiber, sand, and pour-in-place rubberized surfacing. While loose-fill materials such as wood chips or sand have a lower initial cost, they require frequent replenishment and maintenance due to displacement from use or weather conditions. In contrast, pour-in-place rubberized surfacing provides a durable, long-lasting solution that offers consistent safety performance and significantly reduces ongoing maintenance needs.

In addition to its durability, pour-in-place rubberized surfacing complies with the accessibility requirements of the Americans with Disabilities Act (ADA), ensuring that all playground users, including those with mobility challenges, can enjoy the facilities safely and comfortably. The installation of this surfacing aligns with the City's commitment to maintaining inclusive and well-maintained recreational spaces.

Funding for the proposed improvements is available through Fund 236 Measure A. On October 15, 2025, the City received a Notice to Proceed from the Los Angeles County Regional Park and Open Space District (Attachment No. 1) to utilize up to \$392,100 from these funds for the replacement of the deteriorated rubberized surfacing at the two playgrounds located within the West Covina Sportsplex. The project costs will be reimbursed as part of this approval so long as the project is completed by the June 30, 2026 end date outlined in the Notice to Proceed.

Currently, the adopted Capital Improvement Program (CIP) budget does not have funds allocated for this project. Due to this, staff recommends that the City Council approve a budget amendment to allocate funds for the installation of new pour-in-place rubberized surfacing utilizing approved Fund 236 Measure A. This budget amendment will allow staff to proceed with utilizing the Measure A funds secured for this project.

Project Timeline

If approved, staff will advertise a Notice Inviting Bids to solicit contractors to submit proposals for completion of the work. Based on the final project cost, staff will proceed in accordance with the City's adopted procurement procedures to award a contract to the lowest responsive and responsible bidder.

Pending City Council approval, installation of the new pour-in-place rubberized surfacing is anticipated to occur prior to June 30, 2026. The project will be scheduled and coordinated to minimize disruption to park users and to ensure timely completion outside of peak usage hours.

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: Robert Ortega, CIP Project Manager

Fiscal Impact**FISCAL IMPACT:**

The City has received a Notice to Proceed from the Los Angeles County Regional Park and Open Space District in the amount of \$392,100 in reimbursable grant funds for the replacement of worn rubberized surfacing at two playgrounds located at the West Covina Sportsplex.

As part of this project, staff also intend to utilize the specialized contractor's services to complete improvements to additional rubberized play surfaces at other City parks. Any unused funds allocated to this project will be returned to their respective funding sources upon project completion.

The proposed budget amendment will require the following funding:

Project	Funding Source	Amount
Sportsplex Playground Rubberized Safety Surfacing (PIP) Removal & Replacement (C26023)	Fund 236 Measure A	\$392,100
Total		\$392,100

Attachments

Attachment No.1 - RPOSD Notice to Proceed

Attachment No.2 - Resolution 2026-29

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
A Creative and Active Community
A Well-Planned Community
An Accessible Community



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT



BOARD OF DIRECTORS

Hilda L. Solis

Holly J. Mitchell

Lindsey P. Horvath

Janice Hahn

Kathryn Barger

Director

NORMA E. GARCÍA-GONZÁLEZ

District Administrator

CHRISTINA ANGELES, ESQ.

Assistant District Administrator

MARK GLASSOCK

Date: 10/15/2025

City of West Covina
1444 W. Garvey Avenue S
West Covina, CA 91790

NOTICE TO PROCEED

SPORTSPLEX PLAYGROUND RESURFACING
MASTER AGREEMENT NO. A85
NTP NO. A8526001
STUDY AREA NO. 160

This Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of Agreement No. A85, dated September 10, 2024 ("Agreement"), confirms approval of your Annual Allocations Project, as described in your Work Plan dated September 26, 2025, for the project described as the Sportsplex Playground Resurfacing ("Project").

1. Scope of Work

Replace worn rubberized surfacing at the two playgrounds located in the West Covina Sportsplex.

2. NTP Performance Period

Start Date: 10/15/2025

End Date: 6/30/2026

Grantee must submit all claims and required documentation to RPOSD that shall be no later than 12 months following the Performance Period end date.

3. Grant Amount

The total maximum amount RPOSD will reimburse Grantee for this Project is \$392,100 including related reimbursable expenses as specified. Any items where cost estimates exceed the approved budget, require prior written authorization from RPOSD.

4. Reimbursement

- a. Grantee must complete all required deliverables identified in the attached Work Plan.
- b. The total reimbursement from RPOSD for all deliverables may not exceed Grant Amount, identified in the Grant Amount.
- c. Ensure NTP NO. A8526001 appears on invoices submitted to RPOSD for purposes of reimbursement.

All terms of the Agreement which authorize this NTP, will remain in full force and effect. The terms of the Agreement will govern and take precedence over any conflicting terms or conditions in this NTP. Work authorized pursuant to this NTP must be in compliance with the terms and conditions of the Agreement to be valid or binding.

At Grantee's written request, this NTP may be amended subject to RPOSD's sole discretion and prior approval. Amendments are to be limited to modifications of the Performance Period, Scope of Work, or Grant Amount.

APPROVED BY:


Mark Glascock (Oct 15, 2025 09:21:34 PDT)

RPOSD Representative Signature

Mark Glascock

RPOSD Representative (Name)

Assistant District Administrator

RPOSD Representative (Title)

Date: 10/15/2025



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

1000 S. Fremont Avenue, Unit #40, Building A-9 East, Ground Floor, Alhambra, CA 91803
(626) 588-5060 • RPOSD.LACOUNTY.GOV • INFO@RPOSD.LACOUNTY.GOV



LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

Application

09522 - Annual Allocation Work Plan - Final Application

11969 - Sportsplex Playground Resurfacing Measure A

Status: Awarded Submitted Date: 09/02/2025 10:57 AM Submitted By: Kelly McDonald

Grants Officer Assigned: Steven Chang Budget adjustment needed 9/26/25 to reduce retention to 10% from 15%.

Applicant Information

Primary Contact:

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Salutation Mr. Kelly McDonald
Salutation First Name Middle Name Last Name

Title Assistant to the City Manager

What is your role in managing grants with RPOSD? (primary contact, authorized or designated signer, accounting manager, etc.) Primary Contact

Department Name* City Manager's Office

Organization Information

Agency/Organization Name* City of West Covina - West Covina 160 Study Area Number WCOV M&S Code

Agency/Organization Type

What is your Agency/Organization Type? Public Agency

Agency/Organization Contact Information

Agency/Organization Website www.westcovina.org

Agency/Organization Phone* 626-939-8400 Ext.

Physical Address: All paper-based grant-related correspondence will be mailed to this address, unless a different address is provided below.

Agency/Organization Physical Address* 1444 W. Garvey Ave. So.

* West Covina California 91790
City State/Province Postal Code/Zip

Is this the same as the Mailing Address? Yes

Mailing Address: Skip this if Mailing Address is the same above.

Mailing Address 1444 W. Garvey Ave. So.

West Covina California 91790
City State/Province Postal Code/Zip

Agency/Organization Financial Information

Tax ID* 95-6000810

List the ROLES/TITLES of the individuals identified as Authorized and Designated signers per your agency's adopted resolution or proof of jurisdiction support.* Paulina Morales, City Manager

Grants Officer Assigned

Grants Officer Steven Chang

Supervisory District(s)

Old SD 1

New SD 1

Good Standing Status Issues, if any:

RPOSD VIEW ONLY

Good Standing Status Comments

Project Description

Grant Project Title* Sportsplex Playground Resurfacing
50-character limit. Please note that characters include spaces and punctuation.

2 to 3 sentences summarizing the proposed project. The sentences should be concise and allow for a clear understanding of the proposed project.

Scope of Work* Replace worn rubberized surfacing at the two playgrounds located in the West Covina Sportsplex

750-character limit. Please note that characters include spaces and punctuation.

Project Type* Development
Choose your project type

Project Location Information

Location Name* West Covina Sportsplex
i.e. park name, open space name, etc. Must enter a name. Actual or potential

Physical Location 2100 S Azusa Ave, West Covina, CA 91792
e.g. 1000 S. Fremont Ave, Alhambra, CA 91803. If no physical address, input Latitude and Longitude

AIN FOR ACQUISITION ONLY

Assessor's Identification Number (AIN) For assistance in finding the AIN number please visit the Los Angeles County Assessor Portal.

Are additional locations part of this project? No

Land Access/Tenure

Please note that if the answer is Yes the applicant must provide proof in supporting documents section below. If the answer is NO the applicant must provide written consent or other documentation to develop project. Examples of documentation include, but are not limited to, lease agreement, Memorandum of Understanding (MOU) or other documentation from the landowner agreeing to the proposed project.

Is your agency the landowner of the proposed project location(s)? Yes

Will your agency be responsible for the long term grant obligations? Yes

If your Agency will not be responsible for the long-term grant obligations, please explain. Note: An Assignment and Assumption of Grant N/A

Agreement (AAGA) will be required.

Who is the landowner? N/A

Landowner Contact's name and email N/A

Reporting Requirements

Supervisory District* 1

Park ID Required for Existing Facilities

Park ID* 46592
CPAD Unit ID. If no CPAD Unit ID, write 'N/A'

Study Area* West Covina - 160

Level of Need* Moderate

Soft Costs - RPOSD Funding

Deliverables	Completion Date	Funding Source	Study Area	RPOSD Funding Amount
Project Management - 10%	06/30/2026	Measure A Annual Allocation	West Covina - 160	\$34,500.00
Design, Preparation of Bid Documents, Geotechnical Engineering - 8%	06/30/2026	Measure A Annual Allocation	West Covina - 160	\$27,600.00

Hard Costs - RPOSD Funding

Deliverables	Completion Date	Funding Source	Study Area	RPOSD Funding Amount
Playground Surfacing, Incl Remove Existing, Install New, Disposal, Shipping, Temp Fencing	06/30/2026	Measure A Annual Allocation	West Covina - 160	\$300,000.00
Construction Contingency - 10%	06/30/2026	Measure A Annual Allocation	West Covina - 160	\$30,000.00

Other Funding Narrative

Please explain other funds to support this project. 750-character limit.

Total Costs

Total RPOSD Soft Costs	\$62,100.00
RPOSD Soft Costs Percentage	15.84
Total RPOSD Hard Costs	\$330,000.00
RPOSD Hard Costs Percentage	84.16
Total RPOSD Amount	\$392,100.00

Exception to the Rule

Based on the Exception to the Rule, does this project require Community Outreach and Engagement?*

No

If the answer is yes, the remainder of the form MUST be completed.

Community Outreach and Engagement Requirements

What is the total project budget (including outside funding sources)?*

\$50,000.00 - \$1,000,000.00

Did your organization plan/complete Information Sharing and Participatory Engagement? *

No

If not, please explain

Exception to the Rule. Project is for the replacement of an existing amenity

500-character limit. Please note that characters include spaces and punctuation.

Language Access Requirements

Our agency has a TIER 1 Requirement

Our agency has a TIER 2 Requirement

Our agency has a TIER 3 Requirement

Community Outreach and Engagement - COMPLETED

Has Community Outreach and Engagement been conducted for this project?

Community Outreach and Engagement - PLAN

Date of Engagement

Time of Day

Engagement Type

Outreach Type

Location

Before or After Project Start

Description of Outreach

1000-character limit. Please note that characters include spaces and punctuation. Briefly describe your Information Sharing or Participatory Engagement efforts.

Is there additional Community Outreach and Engagement planned?

Annual Allocation (AA) Work Plan

Description	Date of Document	Attachment	Comments Approved by RPOSD	Comments RPOSD
Replacement of the surfacing of two playgrounds at the West Covina Sportsplex	08/12/2025	11969 - Work Plan Documents.pdf		AINs, parcel map, boundary map, site map, project photos, rposd signage

Revised Boundary Map	09/23/2025	3 - Boundary Map - revised 1.pdf	updated
Project Photos	08/12/2025	11969 - Project Photos.pdf	

Notice to Proceed

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments
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Implementation

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments
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Closeout Requirements

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments
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NTP A8526001 City of West Covina

Final Audit Report

2025-10-15

Created:	2025-10-07
By:	Agie Jordan Iii (ajordan@rposd.lacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfj-58OSTRcuSmL30Rjsnln4FkJixatT5

"NTP A8526001 City of West Covina" History

-  Document created by Agie Jordan Iii (ajordan@rposd.lacounty.gov)
2025-10-07 - 9:15:12 PM GMT- IP address: 170.85.55.33
-  Document emailed to Mark Glassock (MGlassock@rposd.lacounty.gov) for signature
2025-10-07 - 9:17:12 PM GMT
-  Email viewed by Mark Glassock (MGlassock@rposd.lacounty.gov)
2025-10-15 - 4:16:48 PM GMT- IP address: 104.47.65.254
-  New document URL requested by Mark Glassock (MGlassock@rposd.lacounty.gov)
2025-10-15 - 4:16:53 PM GMT- IP address: 173.196.252.157
-  Document e-signed by Mark Glassock (MGlassock@rposd.lacounty.gov)
Signature Date: 2025-10-15 - 4:21:34 PM GMT - Time Source: server- IP address: 209.160.244.97
-  Agreement completed.
2025-10-15 - 4:21:34 PM GMT



Adobe Acrobat Sign

RESOLUTION NO. 2026-29

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 (SPORTSPLEX PLAYGROUND RUBBERIZED SAFETY SURFACING)

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. 2026-23, 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 21st day of April, 2026.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

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 Resolution No. 2026-29 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 21st day of April, 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. 2026-23**

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 236 –Measure A			
Revenue	0	392,100	392,100
Expenditures	0	392,100	392,100
Net Change in Fund Balance	0	0	0
REVENUE TOTAL INCREASE		392,100	0
EXPENDITURE TOTAL INCREASE		392,100	0



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: April 21, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF NEED TO CONTINUE EMERGENCY REPAIRS AT FIRE STATION 3

RECOMMENDATION:

It is recommended that the City Council review the emergency action for the emergency conditions at Fire Station 3 and adopt the following resolution:

RESOLUTION NO. 2026-34 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING, BY A FOUR-FIFTHS VOTE OF THE CITY COUNCIL, THAT THERE IS A NEED TO CONTINUE THE EMERGENCY ACTION AT FIRE STATION 3

BACKGROUND:

On April 7, 2026, the City Council adopted Resolution No. 2026-32 determining that an emergency exists at Fire Station 3 due to a rodent infestation, that the emergency will not permit the competitive solicitation for bids, and directing and authorizing the Acting City Manager to cause emergency repairs to be performed and to take any directly related and immediate action required by the emergency. Pursuant to Public Contract Code Section 22050(c), the City Council is required to review the emergency action at every regularly scheduled meeting until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue that action. The City Council is also required to terminate the action at the earliest possible date that conditions warrant.

DISCUSSION:

The Acting City Manager has authorized staff to proceed with all necessary work under the emergency action to ensure the immediate wellbeing of the staff at Fire Station 3. As outlined in the April 7, 2026 staff report, the rodent infestation poses immediate health and sanitation risks and firefighters are being exposed to hazardous living and working conditions.

The City is finalizing the Construction Services Agreement with Sunshine Pacific Group America, Inc. and actively working to perform the necessary emergency repairs. Since the emergency conditions have not yet been mitigated, continued action is required to restore the facility to safe and habitable conditions.

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 Cresap, Public Works Superintendent

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact**FISCAL IMPACT:**

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

Attachments

Attachment No. 1 - Resolution No. 2026-34

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Enhance City Image and Effectiveness

RESOLUTION NO. 2026-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, DETERMINING, BY A FOUR-FIFTHS VOTE OF THE CITY COUNCIL, THAT THERE IS A NEED TO CONTINUE THE EMERGENCY ACTION AT FIRE STATION 3

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

WHEREAS, Public Contract Code section 1102 defines an “emergency” as “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services”; and

WHEREAS, pursuant to Public Contract Code section 22050(a)(1), in the case of an emergency, the City, pursuant to a four-fifths vote of the City Council, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, pursuant to Public Contract Code section 22050(a)(2), before the City Council takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and

WHEREAS, pursuant to Section 2-357(a) of the West Covina Municipal Code, in cases of an emergency, the City Council, after making a finding, based on substantial evidence set forth in the minutes of the meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency, may, by a four-fifths ($\frac{4}{5}$) vote of the City Council, repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, City staff recently identified a significant rodent and rat infestation within Fire Station 3; and

WHEREAS, the infestation poses a clear and imminent danger requiring immediate action to avoid health and safety issues; and

WHEREAS, on April 7, 2026, the City Council adopted Resolution No. 2026-32, finding, by a four-fifths vote, that an emergency exists at Fire Station 3 which will not permit the competitive solicitation for bids and directing and authorizing the Acting City Manager to cause emergency repairs to be performed and to take any directly related

and immediate action required by the emergency; and

WHEREAS, pursuant to Public Contract Code section 22050(c), if the City Council orders emergency repairs, the City Council is required to review the emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, and to terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by a competitive solicitation for bids.

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

SECTION 1. Based upon the information provided in the staff report accompanying this resolution, the City Council determines that there is a need to continue the emergency action at Fire Station 3.

SECTION 2. The City Manager shall report to the City Council at every regularly scheduled meeting until this emergency action is terminated the reasons justifying why the emergency continues to exist and whether there is a need to continue the emergency action.

SECTION 3. In accordance with Public Contract Code section 22050(c)(3), the City Council will terminate the emergency action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by a competitive solicitation for bids.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 21st day of April, 2026.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

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 Resolution No. 2026-34 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 21st day of April, 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: April 21, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF INTRODUCTION OF ORDINANCE NO. 2539 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING BY REFERENCE PORTIONS OF TITLE 10 (ANIMALS) OF THE LOS ANGELES COUNTY CODE OF ORDINANCES RELATING TO SPAY AND NEUTER AND MICROCHIPPING REQUIREMENTS AND AMENDING CHAPTER 6 (ANIMALS AND FOWL) OF THE WEST COVINA MUNICIPAL CODE

RECOMMENDATION:

It is recommended that the City Council introduce for first reading, by title only, the following ordinance, and schedule a public hearing for May 19, 2026 regarding the adoption thereof:

ORDINANCE NO. 2539 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING BY REFERENCE PORTIONS OF TITLE 10 (ANIMALS) OF THE LOS ANGELES COUNTY CODE OF ORDINANCES RELATING TO SPAY AND NEUTER AND MICROCHIPPING REQUIREMENTS AND AMENDING CHAPTER 6 (ANIMALS AND FOWL) OF THE WEST COVINA MUNICIPAL CODE

BACKGROUND:

At the City Council Meeting of April 1, 2025, Mayor Pro Tem Cantos requested that City staff explore the options/cost of requiring spaying and neutering and/or the microchipping of pets.

At its meeting of February 17, 2026, the City Council received a staff report titled "Direction for Spaying, Neutering, and/or Microchipping of Pets" and provided direction to staff to return with a proposed ordinance requiring the spaying, neutering, and microchipping of pets. The City Council further directed staff to research similar regulations adopted by other jurisdictions, identify available low-cost veterinary service providers, outline public education and outreach strategies, and develop enforcement mechanisms to ensure compliance with pet licensing requirements.

DISCUSSION:

The City of West Covina contracts with the County of Los Angeles Department of Animal Care and Control to provide comprehensive animal control services, including animal sheltering, field services, inspections, and pet licensing. As required by the agreement with the County, the City has adopted Title 10 (Animals) of the Los Angeles County Code of Ordinances by reference as its Animal Control Ordinance into Chapter 6 of the West Covina Municipal Code, with certain amendments set forth in Chapter 6. Section 6-5 of Chapter 6 sets forth the City's amendments to Title 10, including Section 6-5(b), which expressly excludes from the City's adoption of Title 10 Part 4 (Mandatory Spay and Neuter Program for Dogs and Cats), and Section 6-5(e), which expressly excludes from the City's adoption of Title 10 Section 10.20.185 (Microchipping). Consistent with these provisions, the mandatory spay and neuter and microchipping requirements of Title 10 have historically not been enforced in West Covina.

The proposed ordinance would amend the City's existing adoption of Title 10 to expressly include provisions that were previously excluded, specifically those related to mandatory spaying, neutering, and microchipping of animals. In conjunction with these regulatory changes, the City would implement a comprehensive public education and outreach strategy to inform residents of the new requirements, the benefits of responsible pet ownership, and available resources. Outreach efforts may include informational campaigns through the City's website and social media platforms, utility bill inserts, community workshops, partnerships with local veterinarians and animal welfare organizations, and multilingual materials to ensure accessibility across the community.

Under Title 10 of the Los Angeles County Code, all dogs and cats over four months of age are required to be spayed or neutered, and all dogs and cats must be microchipped pursuant to Sections 10.20.350 and 10.20.185. These regulations are intended to reduce pet overpopulation and the associated costs of sheltering, adoption, and euthanasia, and are enforced by the County of Los Angeles Department of Animal Care and Control. To support effective implementation within West Covina, the City would coordinate with the County to establish clear enforcement mechanisms, which may include administrative citations, graduated penalties for non-compliance, and integration of compliance checks into existing animal control services such as licensing and field inspections.

Staff recommends that the ordinance become effective on July 1, 2026, to align with the City's Fiscal Year 2026–2027 contract year with the County of Los Angeles Department of Animal Care and Control, ensuring consistency in service delivery, enforcement, and administrative coordination.

To facilitate compliance, the City may assist residents by promoting low-cost spay/neuter and microchipping services, coordinating periodic vaccination and licensing clinics, and exploring partnerships or subsidy programs for qualifying households. The City may also enhance pet licensing compliance by improving access to licensing services, offering online registration options, and conducting targeted outreach and reminders to pet owners regarding licensing requirements and deadlines.

A number of neighboring cities have adopted mandatory spay and neuter ordinances, including the City of Walnut, the City of Industry, the City of Azusa, the City of El Monte, and the City of Baldwin Park.

In addition to amending Chapter 6 of the West Covina Municipal Code to expressly adopt the spay and neuter and microchipping provisions of Title 10 of the Los Angeles County Code, the proposed ordinance also revises Section 6-7 regarding penalty provisions and adds a new Section 6-9 regarding administrative citations. These revisions mirror provisions contained in Title 10.

The California Government Code (Section 50022.1 et seq.) sets forth the requirements for adopting another ordinance or code by reference. Pursuant to such requirements, after first reading of the title of the adopting ordinance, the City Council is required to schedule a public hearing. Because the proposed ordinance would adopt portions of Title 10 that were not previously adopted, staff recommends following the requirements set forth in the California Government Code. Therefore, if the Council introduces Ordinance No. 2539, staff recommends that the City Council schedule the public hearing for May 19, 2026.

LEGAL REVIEW:

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

OPTIONS:

The City Council has the following options:

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

Prepared by: Roxanne E. Lerma, Assistant City Manager

Attachments

Attachment No. 1 - Ordinance No. 2539

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
A Creative and Active Community
A Well-Planned Community

ORDINANCE NO. 2539

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING BY REFERENCE PORTIONS OF TITLE 10 (ANIMALS) OF THE LOS ANGELES COUNTY CODE OF ORDINANCES RELATING TO SPAY AND NEUTER AND MICROCHIPPING REQUIREMENTS AND AMENDING CHAPTER 6 (ANIMALS AND FOWL) OF THE WEST COVINA MUNICIPAL CODE

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

WHEREAS, the City of West Covina ("City") contracts with the County of Los Angeles ("County") for the provision of animal care and control services; and

WHEREAS, pursuant to the City's agreement with the County, the City adopted by reference Title 10 (Animals) of the Los Angeles County Code of Ordinances ("Los Angeles County Code") into Chapter 6 (Animals and Fowl) of the West Covina Municipal Code, with the exception of spay and neuter and microchipping provisions; and

WHEREAS, the City's amendments to Title 10 of the Los Angeles County Code are set forth in Section 6-5 (Amendments) of Chapter 6 of the West Covina Municipal Code; and

WHEREAS, subsection (b) of Section 6-5 currently states that Part 4 (Mandatory Spay and Neuter Program for Dogs and Cats) of Title 10 is excluded from the City's adoption of Title 10 and shall not be enforced within the City; and

WHEREAS, subsection (e) of Section 6-5 currently states that Section 10.20.185 (Microchipping) of Title 10 is excluded from the City's adoption of Title 10 and shall not be enforced within the City; and

WHEREAS, the City Council desires to have the County enforce the spay and neuter and microchipping provisions of Title 10; and

WHEREAS, the City Council desires to expressly adopt the County's spay and neuter and microchipping provisions by reference and to amend Section 6-5 to delete subsections (b) and (e) accordingly; and

WHEREAS, it is the intent of the City Council that Chapter 6 of the West Covina Municipal Code adopt by reference Title 10 of the Los Angeles County Code in its entirety; and

WHEREAS, the City Council further desires to amend Section 6-7 (Penalty for violation) and add a new Section 6-9 (Administrative citations); 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 ORDAIN AS FOLLOWS:

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

SECTION 2. Adoption by Reference. The City of West Covina adopts by reference Section 10.20.185 (Microchipping of Dogs and Cats Required) of Part 1 (Licensing) and Part 4 (Mandatory Spay and Neuter Program for Dogs and Cats) of Chapter 10.20 (Dogs, Cats, and Service Animals) of Title 10 of the Los Angeles County Code.

SECTION 3. Amendment to Section 6-5 of Chapter 6. Section 6-5 (Amendments) of Chapter 6 (Animals and Fowl) of the West Covina Municipal Code is hereby amended to read as follows:

Sec. 6-5 - Amendments.

- (a) Whenever Title 10 makes reference to the County of Los Angeles or to the unincorporated areas of the County of Los Angeles, such area shall be deemed to include within its corporate limits the City of West Covina.
- (b) Section 10.90.010 of Title 10 is amended to reflect the city's license fees, as they may be amended from time to time.
- (c) Section 10.20.038 (Residential dogs and cats—Limitations) is deleted in its entirety and replaced as follows:

10.20.038. Residential dogs and cats—Limitations.

- A. Dogs. It is unlawful to keep more than three (3) dogs at any residence without an animal facility license. Each dog must be licensed. For purposes of this section, a service dog licensed under section 10.20.090 and serving a person who is disabled within the meaning of California Government Code section 12926 subsection (i) or (j) is not counted toward the number of dogs kept or maintained.
- B. Cats. It is unlawful to keep more than four (4) cats at any residence without an animal facility license. Cat licensing is optional but recommended.

- (d) Section 10.04.050 (Powers of Deputies) is deleted in its entirety and replaced as follows:

10.04.050 Designated Officers.

A power granted to or a duty imposed upon the Director or other public officer may be exercised or performed by any officer or employee of the Department designated by the Director.

- (e) Section 10.04.065 (Fees for Services) is deleted in its entirety and replaced as follows:

10.04.065 Fees for Services.

The fees and costs for animal-related services will be determined annually by the city, and will be posted in each animal care center and on the Department's website.

- (f) Section 10.08.100 (Department) is deleted in its entirety and replaced as follows:
10.08.100 Department.

"Department" means the organization or entity designated by the city council as the city's animal control enforcement agency.

- (g) Section 10.08.110 (Director) is deleted in its entirety and replaced as follows:

"Director" means the director of the city's designated animal control enforcement agency.

SECTION 4. Amendment to Section 6-7 of Chapter 6. Section 6-7 (Penalty for violation) of Chapter 6 (Animals and Fowl) of the West Covina Municipal Code is hereby amended to read as follows:

Sec. 6-7. - Penalty for violation.

Any person violating any of the provisions of this chapter is guilty of an infraction, except as set forth herein.

- A. An owner or custodian of a dog who allows a dog to be uncontrolled or at large on public property, on the private property of another person, or on common areas of private property is guilty of a misdemeanor if the dog injures a person or a domestic animal or livestock.
- B. Any person, firm, association or corporation violating any of the provisions of Division 2 (Animal Health) of Title 10 shall be deemed guilty of a misdemeanor.

- C. Any person, firm or corporation who violates any of the provisions of Chapter 10.72 (Animal Disease Reports) of Division 3 of Title 10 shall be guilty of a misdemeanor.

SECTION 5. Amendment to Chapter 6. Chapter 6 (Animals and Fowl) of the West Covina Municipal Code is hereby amended to add a new Section 6-9 to read as follows:

Sec. 6-9. - Administrative citations.

- A. Violations. The Department may enforce violations of the ordinances listed in subsection B as administrative citations in lieu of criminal prosecution subject to the following fines:
1. First violation: Fine of up to \$100;
 2. Second violation of the same section of Title 10 within the preceding 12 months: Fine of up to \$250;
 3. Third violation of the same section of Title 10 within the preceding 12 months: Fine of up to \$500;
 4. Each additional violation of the same section of Title 10 within the preceding 12 months: Fine of up to \$500.
- B. Provisions subject to administrative citations. A written Notice of Violation and Administrative Fine ("Notice") will be served on a person who has violated one of the following code sections:
1. Section 10.20.030: License—Required—Fees and Other Charges;
 2. Section 10.20.180: Tag to Be Worn by Animal;
 3. Section 10.20.185: Microchipping of Dogs and Cats Required;
 4. Section 10.20.220: Vaccination Requirements;
 5. Section 10.20.350: Mandatory Spaying and Neutering of Dogs and Cats;
 6. Section 10.28.060: License—Required for Certain Activities and Animals—Certain Animals Exempt;
 7. Section 10.32.010: Dogs at Large;
 8. Section 10.38.010: Keeping of Roosters; or

9. Section 10.40.060: Animal Noise.

- C. Notice of violation. The Notice must contain the following information: the code section violated; a description of the code violation; the name of the employee who issued the citation; the amount of the fine; the procedure to pay the fine; the date by which the violation must be corrected; and the procedures for requesting administrative review to contest the imposition of the administrative fine. A violator seeking administrative review of the imposition of the administrative fine may submit a request for hardship waiver form, signed under penalty of perjury, to the Department within 10 calendar days after the citation is issued.
- D. Service of notice of violation and administrative fine. The Department will serve the Notice on the violator by personal delivery or by first class mail, postage prepaid, at the last known address of the violator.
- E. Payment. The Notice is the final administrative order of the city, unless the violator requests administrative review to contest the imposition of the administrative fine. The fine is due and payable to the Department within 30 calendar days after the Notice is served on the violator, as set forth above, or within 30 calendar days after a waiver for hardship is denied, whichever is later. The payment may be made in person or by mail to the address specified on the citation. Failure to pay the full amount of the fine within 30 days after the Notice is served will result in the imposition of the administrative citation delinquency fee of \$50.
- F. Correction of code violation. Payment of the administrative fine does not excuse the violator from correcting the code violation. A further notice of violation may be issued and other action may be taken as authorized in this chapter, or other applicable law, if the violation is not corrected by the compliance date.
- G. Request for administrative review. A violator served with a Notice may contest the imposition of and/or amount of the fine by requesting that the matter be reviewed by declaration or at a hearing. The request must be made in writing on a Request for Administrative Review form ("Request") provided by the Department and must be received by the Department within 30 calendar days after the Notice has been served on the violator, as set forth above. The Request must also include the basis for contesting the fine and any evidence to be considered. A check payable to the Department, in the amount of the administrative fine (deposit), must be included with the Request.
- H. Administrative review procedures.
 - 1. Review by declaration.

- a. Documentary and other evidence, including a declaration under penalty of perjury, may be submitted with the Request.
 - b. Upon receipt of the Request, the Department will notify the complaining party of the review requested by the violator. The complaining party may supplement the previously submitted complaint with additional evidence.
 - c. The Department will assign an employee (other than the citing officer or anyone junior to the citing officer) to review the evidence. The reviewing employee will mail the decision to the complaining party and to the violator ("the parties") within ten days after the decision is made.
2. Review by hearing.
- a. Hearing date and continuance. A hearing will be conducted by a hearing officer (other than the citing officer or anyone junior to the citing officer) on the date, time, and place specified in the notice of hearing, which will be served by first class mail on the parties. The hearing officer has discretion to grant a continuance of the hearing date upon a request and a showing of good cause by either party. A request to continue the hearing must be made in writing to the Department and be received by the hearing officer at least two business days before the hearing date.
 - b. Conduct of hearing. The violator will have an opportunity to present relevant evidence at the hearing. Failure of the violator to appear at the administrative hearing constitutes an abandonment of the hearing request and a failure to exhaust administrative remedies to judicially challenge the imposition of the administrative fine. If the administrative hearing is abandoned, the Department will keep the funds deposited with the Request. The Notice and any documentary evidence prepared by the enforcement officer or other Department employees will be accepted by the hearing officer as prima facie evidence of the code violation and the facts stated in those documents. The enforcement officer may attend the hearing at the discretion of the Department. Once begun, the hearing officer may continue the hearing from time to time, in his or her sole discretion.
 - c. Decision. After considering all the evidence and testimony submitted at the hearing and within ten calendar days after the close of the hearing, the hearing officer will issue a written decision to either confirm or cancel the administrative fine or to reduce the amount of the fine. The written decision will include a statement of the reasons for the decision, and will be served by first-class mail, postage prepaid, on the parties. The hearing officer's written decision is the final administrative decision of the Department.

- d. Deposited funds. If the hearing officer confirms the imposition of the full amount of the administrative fine, the Department will keep the deposited funds. If the hearing officer cancels or reduces the administrative fine, the Department will refund the appropriate amount required within 30 calendar days from the date the written decision is mailed.
- l. Judicial review of decision confirming administrative fine. A person may seek judicial review of the written decision confirming the imposition or reduction of an administrative fine by filing an appeal with the superior court in accordance with the requirements set forth in Section 53069.4 of the California Government Code; if judicial review of the written decision is not sought within the time period set forth in that statute, the hearing officer's decision is deemed final.

SECTION 6. Designation of Animal Control Enforcement. The City Council may designate the City's animal control enforcement agency by minute order, resolution, or by contracting with the designated animal control enforcement agency.

SECTION 7. 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 8. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of West Covina hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 9. Inconsistencies. Any provision of the West Covina Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 10. Effective Date. This Ordinance shall become effective on July 1, 2026.

SECTION 11. Certification; Publication. The City Clerk shall certify the adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2026.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

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. 2539 was introduced at a regular meeting of the City Council held on the 21st day of April, 2026, and adopted at a regular meeting of the City Council held on the _____ day of _____, 2026, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAINED:

Lisa Sherrick, CMC
Assistant City Clerk