CITY OF WEST COVINA

8/28/2026 THE AGNDA HAS BEEN UPDATED TO INCLUDE THE COMMUNITY SERVICES FOUNDATION

CITY COUNCIL/SUCCESSOR AGENCY/ COMMUNITY SERVICES FOUNDATION

Public Comment Instructions

SEPTEMBER 1, 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 SEPTEMBER 1, 2026, 7:00 PM
REGULAR MEETING

INVOCATION

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

PLEDGE OF ALLEGIANCE

Led by Mayor Lopez-Viado

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Taste of West Covina Presentation Recognizing George's Cafe
- Taste of West Covina Presentation Recognizing Lazy Dog

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 FOR THE AUGUST 18, 2026, CITY COUNCIL/ SUCCESSOR AGENCY CLOSED AND REGULAR SESSION MEETING MINUTES.**
   That the Council approve the August 18, 2026, City Council/Successor Agency Regular and Closed Session Meeting Minutes.

CITY MANAGER'S OFFICE

2) CONSIDERATION OF FOOTHILL TRANSIT RIDERSHIP DATA AND UPDATE REGARDING CLEAR CHANNEL OUTDOOR'S SHELTERS
   It is recommended that the City Council receive and file this report.

FINANCE DEPARTMENT

3) **CONSIDERATION OF THE WEST COVINA COMMUNITY SERVICES FOUNDATION FISCAL YEAR 2025-26 ANNUAL REPORT**
   It is recommended that the Board of Directors of the West Covina Community Services Foundation receive and file this report.

4) CONSIDERATION OF NEW AGREEMENT WITH DELL MARKETING L.P. FOR MICROSOFT PRODUCTS AND SERVICES

It is recommended that the City Council:

1. Authorize the purchase of Microsoft products and services from Dell Marketing L.P. through participation in Microsoft Enterprise Agreement No. 8084445 between the County of Riverside and Microsoft Corporation and Licensed Support Provider Agreement No. ITARC-00934 between the County of Riverside and Dell Marketing L.P. in the amount of $154,195.31 per year for products and services provided to City Hall and $94,978.28 per year for products and services provided to the Police Department.
2. Authorize the City Manager to negotiate and execute an agreement with Dell Marketing L.P. for the term of September 1, 2026, through August 31, 2029, and a maximum compensation amount of $747,520.77, in such final form as approved by the City Attorney.
3. Authorize the City Manager to execute any documents necessary in connection with the purchase.

HUMAN RESOURCES/RISK MANAGEMENT

5) CONSIDERATION OF REPEAL AND REPLACEMENT OF THE COMMUNITY SERVICES MANAGER CLASSIFICATION SPECIFICATIONS

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

RESOLUTION NO. 2026-96 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF COMMUNITY SERVICES MANAGER CLASSIFICATION SPECIFICATIONS

POLICE DEPARTMENT

6) CONSIDERATION OF FISCAL YEAR 2026-27 CANNABIS TAX FUND GRANT PROGRAM (CTFGP) LAW ENFORCEMENT GRANT AND BUDGET AMENDMENT

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

RESOLUTION NO. 2026-88 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE APPLICATION FOR AND ACCEPTANCE OF GRANT FUNDS FROM THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL CANNABIS TAX FUND GRANT PROGRAM, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL GRANT DOCUMENTS, AND ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (2026-27 CTFGP LAW ENFORCEMENT GRANT)

END OF CONSENT CALENDAR

MAYOR/COUNCILMEMBERS REPORTS

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

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

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

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

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting September 15, 2026 7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Section 2-47. - Addressing the council.

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

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

(a) Each person wishing to address the city council shall submit a speaker card to the city clerk prior to the commencement of the time designated for oral communications. No speaker cards will be accepted after the commencement of oral communications, except at the discretion of the presiding officer.
(b) When called forward by the presiding officer or the city clerk, each person addressing the city council shall step up to the podium and give his or her name and city of residence in an audible tone of voice for the record.
(c) Each person addressing the city council during oral communications shall limit his or her comments to three (3) minutes, unless the time limit is modified by the presiding officer or the city council. In order to provide all speakers the opportunity to participate in oral communications, the presiding officer or the city council may reduce the time limit to allow reasonable time for all speakers to address the city council.
(d) All remarks shall be addressed to the city council as a body and not to any member thereof. No person, other than the city council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the city council, without the permission

of the presiding officer. No question shall be asked of a council member except through the presiding officer.
(e) The presiding officer may require any person to be sworn as a witness before addressing the city council on any subject. Any such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the California Penal Code.

Section 2-50. - Decorum—Required.
(a) While the city council is in session, council members shall preserve order and decorum, and a council member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any council member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
(b) Members of the public shall not willfully disrupt the meeting or act in a manner that actually disrupts, disturbs, impedes, impairs, or renders infeasible the orderly conduct of the meeting. For the purposes of this Code, "willfully disrupt" includes, but is not limited to, continuing to do any of the following after being warned by the presiding officer that the behavior is disrupting the meeting and failure to cease the behavior may result in removal from the meeting:
(1) Addressing the mayor or city council without first being recognized.
(2) Persisting in addressing a subject or subjects, other than that before the mayor and city council.
(3) Repetitiously addressing the same subject.
(4) Failing to relinquish the podium when directed to do so.
(5) From the audience, interrupting or attempting to interrupt, a speaker, the presiding officer, a council member, or a staff member, or shouting or attempting to shout over a speaker, the presiding officer, a council member or a staff member.
(6) From the audience, engaging in disorderly, disruptive, or boisterous conduct, including, but not limited to, handclapping, stomping of feet, whistling, making noise, use of abusive, threatening or profane language or obscene gestures, yelling, obstructing the view of other audience members, or similar conduct which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting.
(7) As a speaker, making slanderous or profane remarks or using loud, threatening, or abusive language which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting; interrupting or attempting to interrupt the presiding officer, a council member, or a staff member; shouting over or attempting to shout over the presiding officer, a council member, or a staff member; or engaging in any other disorderly conduct which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting. Nothing in this section or any rules of the city council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the city or of the acts or omissions of the city council.
(8) Engaging in behavior that constitutes use of force or a true threat of force.
(c) It shall be unlawful to violate the provisions of this section. A person violating this section may be removed and barred from further participation at the meeting at which the violation occurs.
(d) If any subsection, sentence, clause, or phrase or word of this section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this section. The city council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

Section 2-51. - Enforcement of decorum.

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

Section 2-52. Persons authorized to be within council area.

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

The following are excerpts from the Penal Code:

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

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

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

Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 302 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.

AGENDA ITEM NO. 1

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 1, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF APPROVAL FOR THE AUGUST 18, 2026, CITY COUNCIL/SUCCESSOR AGENCY CLOSED AND REGULAR SESSION MEETING MINUTES.**

RECOMMENDATION:
That the Council approve the August 18, 2026, City Council/Successor Agency Regular and Closed Session Meeting Minutes.

BACKGROUND:
The City Council/Successor Agency held and conducted business on August 18, 2026.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - 8.18.2026 Draft Closed Regular Minutes
Attachment No. 2 - 8.18.2026 Draft Regular Minutes

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

D R A F T

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

AUGUST 18, 2026, 7:00 PM
REGULAR MEETING - CLOSED SESSION

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

ROLL CALL

Present: Council Member Brian Gutierrez; Councilman Tony Wu; Councilwoman Rosario Diaz; Mayor Pro Tem Ollie Cantos; Mayor Letty Lopez-Viado

Staff Present: Mikan Mrakich, City Manager; Roxanne Lerma, Assistant City Manager; Niel Mehta, Assistant City Manager; Tom Duarte, City Attorney; Michael L. Wroniak, Graves & King; Tom O'Connell, Buchalter;

*Councilmember Gutierrez recused himself during discussion of items 5 and 6 and was not present during the discussion.

PUBLIC COMMENTS ON ITEMS ON THE AGENDA

None

CLOSED SESSION

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

1. Rosie Perez v. City of West Covina, et al. (LA Superior Court Case No: 25PSCV03468)
2. Jonathan Joe Busby IV v. City of West Covina (LA Superior Court Case No: CJVRS2509653)
3. Nevaeh Molina v. City of West Covina Ian Paparro (LA Superior Court Case No. CIVRS2509646)
4. Vincent A. Capelle v. City of West Covina, et all (LA Superior Court Case No. 26STCV06790)
5. City of West Covina v. Brian Gutierrez (LA Superior Court Case No 26STCP00678)
6. John Doe v. City of West Covina, et al, (United States District Court for the Central District of California Case No. 2:26-cv-03659-MEMF-MBK)

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

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

Unrepresented Employee Group

- Department Heads

REPORTING OUT

City Attorney Thomas P. Duarte indicated that no reportable action was taken.

ADJOURNMENT

Submitted By:

Lisa Sherrick , CMC
Assistant City Clerk

Letty Lopez-Viado
Mayor

D R A F T

CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

AUGUST 18, 2026, 7:00 PM
REGULAR MEETING

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

MINUTES

INVOCATION
Led by West Covina Police Department Chaplain Kelly Dupee

PLEDGE OF ALLEGIANCE
Led by Councilmember Gutierrez

ROLL CALL

Present: Brian Gutierrez, Council Member; Tony Wu, Councilman; Rosario Diaz, Councilwoman; Ollie Cantos, Mayor Pro Tem; Letty Lopez-Viado, Mayor

REPORTING OUT FROM CLOSED SESSION

City Attorney Thomas P. Duarte indicated that no reportable action was taken.

PRESENTATIONS

- Taste of West Covina Presentation Recognizing Skin Edit by Cindy
- Taste of West Covina Presentation Recognizing Café Bombon
- Film IT West Covina Presentation
- Presentation by Precise Concrete Cutting

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

ORAL COMMUNICATIONS - Three (3) minutes per speaker

Josh Murry
Jim Grivich
Mr. Robinson
Lee
Leslie Garcia
JD
Steve Bennett
Marsha Solorio
Justin H
Carlos Yado
Mr. Gibs

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 FOR THE JULY 21, 2026, CITY COUNCIL/SUCCESSOR AGENCY REGULAR SESSION MEETING MINUTES.

Motion by Councilman Tony Wu, seconded by Councilwoman Rosario Diaz

AYES: 4 NOES: None. OTHER: Council Member Brian Gutierrez (ABSTAIN) Motion: Carried

CITY MANAGER'S OFFICE

2) CONSIDERATION OF EXTENSIONS TO TRANSPORTATION SERVICES AND LEASE AGREEMENTS WITH MV TRANSPORTATION, INC.

Motion by Council Member Brian Gutierrez, seconded by Mayor Pro Tem Ollie Cantos

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

3) CONSIDERATION OF AN AMENDMENT TO THE MEMORANDUM OF AGREEMENT WITH SAN GABRIEL VALLEY COUNCIL OF GOVERNMENT FOR HOMELESS PROGRAMS AND ASSOCIATED BUDGET AMENDMENT

Motion by Councilman Tony Wu, seconded by Councilwoman Rosario Diaz

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

4) CONSIDERATION OF COMMISSIONER APPOINTMENT

Motion by Council Member Brian Gutierrez, seconded by Councilwoman Rosario Diaz

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

COMMUNITY DEVELOPMENT

5) CONSIDERATION OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR CITY ENGINEERING SERVICES AND BUDGET AMENDMENT

Motion by Councilman Tony Wu, seconded by Councilwoman Rosario Diaz

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

6) CONSIDERATION OF AGREEMENT FOR THE CITYWIDE PEDESTRIAN & VEHICLE TRAFFIC SAFETY IMPROVEMENTS FY 2025-26 - PROJECT NO. 26014

Motion by Mayor Letty Lopez-Viado, seconded by Councilman Tony Wu

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

7) CONSIDERATION OF ACCEPTANCE OF WORK AND AUTHORIZATION TO FILE THE NOTICE OF COMPLETION FOR THE CITYWIDE SIDEWALK, CURB AND GUTTER REPAIR FY 25-26 PROJECT (PROJECTS 26010 & 26013)

Motion by Councilman Tony Wu, seconded by Councilwoman Rosario Diaz

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

FINANCE DEPARTMENT

8) ANNUAL REVIEW OF FINANCIAL POLICIES

Motion by Councilman Tony Wu, seconded by Mayor Pro Tem Ollie Cantos

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

9) CONSIDERATION OF THE THIRD QUARTER FINANCIAL REPORT FOR FISCAL YEAR 2025-26

Motion by Council Member Brian Gutierrez, seconded by Councilman Tony Wu

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

10) CONSIDERATION OF ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) AND OTHER RELATED REPORTS FOR THE YEAR ENDED JUNE 30, 2025

Motion by Mayor Pro Tem Ollie Cantos, seconded by Councilwoman Rosario Diaz

AYES: 3 NOES: Council Member Brian Gutierrez OTHER: Councilman Tony Wu (ABSENT) Motion: Carried

11) CONSIDERATION OF PURCHASE OF PALO ALTO NETWORKS CITY FIREWALL AND ENDPOINT PROTECTION UPGRADE

Motion by Councilman Tony Wu, seconded by Councilwoman Rosario Diaz

AYES: 4 NOES: None. OTHER: Council Member Brian Gutierrez (ABSTAIN) Motion: Carried

12) CONSIDERATION OF AUDIT SERVICES AGREEMENT

Motion by Mayor Pro Tem Ollie Cantos, seconded by Councilman Tony Wu

AYES: 4 NOES: Council Member Brian Gutierrez OTHER: None. Motion: Carried

13) CONSIDERATION OF ADOPTING BUDGET AMENDMENTS FOR FISCAL YEAR 2025-26 AND FISCAL YEAR 2026-27

Motion by Councilman Tony Wu,

AYES: 3 NOES: Council Member Brian Gutierrez Mayor Pro Tem Ollie Cantos OTHER: None. Motion: Carried

14) CONSIDERATION OF THE UPDATES TO THE CORRECTIVE ACTION PLAN FOR STATE AUDITOR REPORT 2024-801

Motion by Councilman Tony Wu, seconded by Councilwoman Rosario Diaz

AYES: 4 NOES: None. OTHER: Council Member Brian Gutierrez (ABSTAIN) Motion: Carried

15) CONSIDERATION OF PURCHASING REPORT

Motion by Councilman Tony Wu, seconded by Councilwoman Rosario Diaz

AYES: 4 NOES: None. OTHER: Council Member Brian Gutierrez (ABSTAIN) Motion: Carried

PUBLIC WORKS

16) CONSIDERATION OF AGREEMENT FOR LANDSCAPE MAINTENANCE OF CITYWIDE MEDIANS, RIGHT-OF-WAYS, COMMERCIAL ZONES, PARKWAYS, OTHER AREAS AND CITY ARTERIALS

Motion by Councilman Tony Wu, seconded by Councilwoman Rosario Diaz

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

17) CONSIDERATION OF TERMINATION OF EMERGENCY ACTION FOR EMERGENCY REPAIRS AT FIRE STATION 3 AND ACCEPTANCE OF WORK AND AUTHORIZATION TO FILE THE NOTICE OF COMPLETION

Motion by Councilman Tony Wu, seconded by Councilwoman Rosario Diaz

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

18) REVIEW OF REQUEST FOR PROPOSAL (RFP) FOR THE DEL NORTE PARK IMPROVEMENTS & DOG PARK PROJECT - PROJECT NO. 24001

Motion by Mayor Letty Lopez-Viado, seconded by Mayor Pro Tem Ollie Cantos

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

CITY MANAGER'S OFFICE

19) ADVERTISING BUS SHELTERS - CLEAR CHANNEL OUTDOOR

Motion by Councilman Tony Wu, seconded by Council Member Brian Gutierrez Directing staff to:

1. Notify CCO that the agreement is expired; and
2. CCO has 30 days to remove the shelters; and
3. Return at the September 1, 2026 City Council Meeting with ridership and bus seating data from Foothill Transit.

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

20) CONSIDERATION OF PROPOSED PARKS AND RECREATION MASTER PLAN AND RECOMMENDATIONS FOR PHASE I

Motion by Mayor Letty Lopez-Viado, seconded by Council Member Brian Gutierrez Approve the proposed Parks and Recreation Masterplan and Recommendations for Phase I

AYES: Unanimous. NOES: None. OTHER: None. Motion: Carried

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.)

None

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.)

- Mayor Pro Tem Cantos requested a presentation and Q&A session with Caltrans to ensure proper maintenance within the City of West Covina. There was no objection.
- Mayor Lopez-Viado requested a presentation on Flock cameras from the Police Department. There was no objection.
- Councilman Wu requested the Police Department use drones during the 4th of July to subside the use of illegal fireworks. There was no objection.

CITY COUNCIL COMMENTS

- Mayor Pro Tem Cantos would like to congratulate Nikki's Night Market for a great event and the support for Boy Scouts Troup 724. On a personal note, Mayor Pro Tem Cantos mentioned how fun it was to spend the first few moments of his birthday with staff and Council. (Happy Birthday was sung)
- Mayor Lopez-Viado thanked staff for their participation in bringing community projects to the City and their work on the Parks Master Plan. The Mayor also reminded the community about the Woman's Wellness event taking place on the 22nd of August.
- Councilman Wu mentioned the importance of community events, as they are listed in the Parks Master Plan.by the community.

ADJOURNMENT

Submitted By:

_____	_____
Lisa Sherrick	Letty Lopez-Viado
Assistant City Clerk	Mayor

AGENDA ITEM NO. 2

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 1, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: CONSIDERATION OF FOOTHILL TRANSIT RIDERSHIP DATA AND UPDATE REGARDING CLEAR CHANNEL OUTDOOR'S SHELTERS

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

BACKGROUND:
On August 18, 2026, the City Council directed staff to notify Clear Channel Outdoor that its advertising bus shelter agreement with the City is expired. Because the City is not seeking to extend or renew the agreement, Clear Channel is required to remove its forty-five (45) bus shelters and amenities. The City requested that removal of furniture be completed within thirty (30) days of notification. Staff met with Clear Channel to provide notification.

DISCUSSION:
Forty-four (44) of the 45 shelters served nine Foothill Transit routes, as well as the Silver Streak. At the August 18, 2026 meeting, City Council directed staff to return with Foothill Transit Ridership Data.

Ridership data associated with the advertising shelters for the period July 1, 2025 through June 30, 2026 is presented by-stop and by-month in Attachment No. 1. Locations are sorted by number of riders and grouped by quartile.

LEGAL REVIEW:
The City Attorney's Office reviewed the staff report.

OPTIONS:
The City Council has the following options:

1. Receive and file this report; or
2. Provide alternative direction.

Prepared by: Kelly McDonald, Assistant to the City Manager

Fiscal Impact

FISCAL IMPACT:
There is no fiscal impact resulting from this report.

Attachments

Attachment No. 1 - Foothill Transit Ridership - Sorted by Total

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness
An Accessible Community

Foothill Transit
Total Boardings
July 2025 - June 2026

Stop ID - Stop Name	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	Total
2924 - WestCov/Califor	8,508	9,513	9,516	9,481	8,181	8,271	8,327	7,693	9,384	7,392	9,092	8,742	**104,100**
2744 - Workman/2nd	5,235	5,754	6,856	7,214	5,841	5,358	5,473	5,432	6,596	6,612	6,204	5,363	**71,938**
556 - Amar/Azusa W	4,294	4,831	5,144	5,381	4,748	4,984	4,362	4,344	4,990	5,156	5,152	4,881	**58,267**
555 - Amar/Azusa E	3,026	3,440	4,013	4,370	3,697	3,425	3,369	3,331	3,885	3,675	3,520	3,233	**42,984**
738 - Azusa/Amar	3,375	3,477	3,653	3,804	3,228	3,312	3,303	3,166	3,593	3,758	3,763	3,355	**41,787**
2925 - WestCov/Toluca	2,096	2,354	2,385	2,641	2,145	2,246	2,140	1,972	2,346	2,502	2,411	2,332	**27,570**
2647 - Vincent/Plaza	1,871	2,096	2,170	2,324	2,092	2,177	1,981	2,018	2,286	2,532	2,359	2,501	**26,407**
2501 - Sunset/CivicCen	2,351	2,272	2,289	2,270	1,714	1,911	2,037	2,041	2,326	2,003	1,731	2,086	**25,031**
819 - Barranca/NGarve	1,739	2,090	2,159	2,383	1,797	1,917	1,917	1,803	2,467	2,207	2,245	1,876	**24,600**
2654 - WestCov/Fashion	1,675	1,806	1,689	1,745	1,722	1,865	1,464	1,519	1,786	2,431	1,891	1,779	**21,372**
2643 - Vincent/Glendor	1,030	1,109	1,125	1,146	1,031	998	1,058	910	1,134	1,187	1,212	1,133	**13,073**
2601 - Valinda/Glendor	1,005	1,053	1,063	1,094	967	945	987	927	1,058	1,201	1,065	1,098	**12,463**
782 - Azusa/Rowland	856	918	931	1,060	935	1,137	1,069	993	1,156	1,080	1,186	1,050	**12,371**
796 - Azusa/Workman	824	860	834	1,013	862	750	693	742	909	963	960	914	**10,324**
1369 - Francisqto/Suns	713	796	858	906	752	803	791	752	898	879	958	1,036	**10,142**
745 - Azusa/Cameron	562	721	894	947	704	735	882	882	977	863	1,000	755	**9,922**
2660 - WestCov/Fashion	882	909	807	918	768	786	701	669	762	1,104	765	783	**9,854**
2511 - Sunset/Francisq	753	743	753	819	626	683	642	621	791	757	759	671	**8,618**
783 - Azusa/Rowland	652	734	751	702	630	661	600	594	644	637	657	624	**7,886**
744 - Azusa/Cameron	562	622	635	758	588	621	633	548	656	679	705	608	**7,615**
2662 - WestCov/Sunset	647	728	655	659	596	636	608	570	667	480	668	606	**7,520**
2515 - Sunset/Merced	592	611	599	685	512	505	504	520	583	639	667	626	**7,043**
778 - Azusa/Puente	543	620	588	589	535	562	476	462	538	605	585	590	**6,693**
2642 - Vincent/Glendor	460	445	459	468	528	470	544	520	683	642	648	526	**6,393**
740 - Azusa/Aroma	489	471	488	616	502	568	520	567	560	518	560	512	**6,371**
779 - Azusa/Puente	481	473	485	539	480	486	417	433	459	570	508	539	**5,870**
757 - Azusa/Francisqu	373	326	440	463	473	496	509	490	562	481	525	497	**5,635**
788 - Azusa/SGarvey	492	400	441	529	476	522	398	435	470	534	445	437	**5,579**
1543 - Glendora/Vine	373	359	386	452	357	420	443	417	464	426	510	440	**5,047**
1523 - Glendora/HongKo	377	410	412	392	343	366	366	413	397	423	411	437	**4,747**
1368 - Francisqto/Suns	352	379	375	424	363	328	363	378	416	388	380	444	**4,590**
2847 - Citrus/SGarvey	359	369	330	332	289	295	318	290	334	364	399	393	**4,072**
1526 - Glendora/Merced	239	229	239	237	180	238	228	241	269	277	288	314	**2,979**
1682 - Hacienda/Merced	189	214	228	236	225	234	214	180	270	294	318	287	**2,889**
2529 - Sunset/Vine	252	229	227	286	205	240	213	225	256	213	242	191	**2,779**
2973 - Sunset/Vine	178	234	179	215	173	177	197	201	228	244	278	262	**2,566**
2498 - Sunset/Cameron	159	149	168	210	155	168	185	191	186	217	231	227	**2,246**
755 - Azusa/Fairgrove	147	104	86	118	68	68	95	65	118	72	94	63	**1,098**
1983 - Merced/Orange	37	44	49	41	44	34	28	32	59	61	64	44	**537**
2510 - Sunset/Farlingt	9	12	13	11	16	14	11	16	23	18	13	13	**169**
Total	**48,757**	**52,904**	**55,372**	**58,478**	**49,548**	**50,412**	**49,066**	**47,603**	**56,186**	**55,084**	**55,469**	**52,268**	**631,147**

ATTACHMENT NO. 1

Foothill Transit
Total Alights
July 2025 - June 2026

Stop ID - Stop Name	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	Total
2924 - WestCov/Califor	6,992	7,924	8,388	8,412	7,450	7,669	7,283	7,051	8,204	7,013	8,420	7,709	**92,515**
2744 - Workman/2nd	5,471	5,918	6,990	7,767	6,513	6,454	6,402	6,182	7,333	7,579	6,921	6,388	**79,918**
555 - Amar/Azusa E	4,453	4,827	5,274	5,678	5,210	5,297	4,783	4,698	5,495	5,461	5,635	5,259	**62,070**
556 - Amar/Azusa W	2,824	3,169	3,992	4,131	3,413	3,404	3,171	3,085	3,706	3,576	3,303	2,995	**40,769**
2647 - Vincent/Plaza	2,174	2,439	3,049	3,196	2,691	2,505	2,301	2,471	2,892	2,955	2,667	2,417	**31,757**
738 - Azusa/Amar	1,838	2,001	2,116	2,135	1,881	2,016	1,899	1,823	2,002	2,003	1,915	1,965	**23,594**
2660 - WestCov/Fashion	1,834	1,846	1,724	1,805	1,850	2,092	1,683	1,524	1,779	1,943	1,793	1,812	**21,685**
819 - Barranca/NGarve	1,643	1,810	1,940	1,738	1,467	1,551	1,554	1,546	1,956	1,834	1,779	1,642	**20,460**
783 - Azusa/Rowland	877	1,058	1,113	1,194	1,045	1,198	1,106	1,063	1,203	1,127	1,267	1,090	**13,341**
2642 - Vincent/Glendor	1,034	950	1,013	1,096	1,025	979	1,062	834	1,039	1,062	1,057	1,057	**12,208**
2662 - WestCov/Sunset	1,025	1,009	1,033	1,104	1,057	1,097	1,007	933	1,050	807	982	1,018	**12,122**
1368 - Francisqto/Suns	793	857	895	1,055	865	948	860	785	867	907	1,052	1,127	**11,011**
2925 - WestCov/Toluca	769	824	880	1,001	826	748	724	822	870	987	788	703	**9,942**
796 - Azusa/Workman	628	795	780	985	803	764	690	823	924	914	821	760	**9,687**
744 - Azusa/Cameron	618	681	827	962	751	707	903	803	936	873	883	732	**9,676**
2654 - WestCov/Fashion	610	679	671	634	639	590	534	499	589	1,395	727	547	**8,114**
2511 - Sunset/Francisq	641	697	635	663	559	617	617	543	701	631	656	668	**7,628**
782 - Azusa/Rowland	608	662	669	708	573	606	544	586	649	599	660	613	**7,477**
2601 - Valinda/Glendor	621	586	570	558	475	533	499	521	522	669	588	618	**6,760**
779 - Azusa/Puente	554	561	604	585	548	558	493	453	532	584	577	602	**6,651**
2643 - Vincent/Glendor	456	477	581	569	486	499	544	565	621	663	606	505	**6,572**
745 - Azusa/Cameron	530	526	553	590	498	553	503	457	618	549	507	520	**6,404**
740 - Azusa/Aroma	573	453	485	552	501	478	472	513	488	593	563	479	**6,150**
788 - Azusa/SGarvey	401	435	557	618	486	507	493	449	553	550	549	551	**6,149**
778 - Azusa/Puente	516	495	492	544	510	461	446	417	504	485	474	502	**5,846**
1523 - Glendora/HongKo	340	444	460	526	427	499	479	494	518	510	517	489	**5,703**
2501 - Sunset/CivicCen	344	369	406	451	391	431	440	389	408	418	439	456	**4,942**
2515 - Sunset/Merced	359	347	415	464	364	363	369	360	362	446	424	404	**4,677**
2847 - Citrus/SGarvey	357	390	403	486	314	266	338	336	370	375	452	328	**4,415**
1369 - Francisqto/Suns	295	336	384	387	294	363	329	356	390	408	409	409	**4,360**
1543 - Glendora/Vine	334	354	332	321	315	334	324	362	401	379	364	405	**4,225**
757 - Azusa/Francisqu	247	294	342	318	266	313	288	281	326	270	269	263	**3,477**
2498 - Sunset/Cameron	238	244	300	351	274	228	294	269	277	323	319	252	**3,369**
1682 - Hacienda/Merced	207	222	210	286	220	261	223	238	293	298	346	265	**3,069**
1526 - Glendora/Merced	236	228	261	224	199	230	190	197	278	277	254	247	**2,821**
2973 - Sunset/Vine	227	198	203	320	186	210	174	197	203	210	189	210	**2,527**
2529 - Sunset/Vine	137	184	189	184	160	203	215	169	224	201	254	224	**2,344**
755 - Azusa/Fairgrove	131	147	188	134	104	111	110	110	152	158	127	109	**1,581**
2510 - Sunset/Farlingt	18	24	15	9	29	32	27	34	21	23	16	18	**266**
1983 - Merced/Orange	17	16	27	32	14	14	15	19	23	18	16	14	**225**
Total	**41,970**	**45,476**	**49,966**	**52,773**	**45,679**	**46,689**	**44,388**	**43,257**	**50,279**	**50,073**	**49,585**	**46,372**	566,507

Foothill Transit
Average Weekday Boardings
July 2025 - June 2026

Stop ID - Stop Name	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	May 2026	June 2026	Total
2924 - WestCov/Califor	313	353	360	344	323	295	307	316	340	276	336	317	**323**
2744 - Workman/2nd	201	223	277	275	249	198	211	231	252	259	248	208	**236**
556 - Amar/Azusa W	152	174	190	186	182	177	157	173	177	185	183	179	**176**
555 - Amar/Azusa E	110	130	158	159	150	125	127	138	143	139	134	120	**136**
738 - Azusa/Amar	121	127	135	135	129	120	123	127	130	139	138	123	**129**
2501 - Sunset/CivicCen	106	108	108	98	90	87	97	107	105	91	86	94	**98**
2925 - WestCov/Toluca	77	90	94	98	87	85	83	85	90	97	95	91	**90**
2647 - Vincent/Plaza	69	78	83	83	85	77	74	81	85	95	87	93	**83**
819 - Barranca/NGarve	65	80	83	86	73	69	71	73	94	84	86	69	**78**
2654 - WestCov/Fashion	58	59	59	58	62	61	52	60	63	86	66	63	**62**
2643 - Vincent/Glendor	36	40	43	40	42	35	39	38	41	45	45	42	**40**
2601 - Valinda/Glendor	37	40	41	40	39	34	36	38	39	46	41	40	**39**
782 - Azusa/Rowland	30	33	37	39	38	41	40	41	43	42	46	39	**39**
745 - Azusa/Cameron	22	30	39	38	32	29	37	42	39	35	44	31	**35**
796 - Azusa/Workman	30	31	31	37	35	28	25	32	34	36	36	33	**32**
1369 - Francisqto/Suns	27	29	34	33	31	30	30	32	32	34	36	37	**32**
2660 - WestCov/Fashion	32	33	29	30	28	27	25	26	27	37	28	28	**29**
2511 - Sunset/Francisq	28	29	31	31	27	26	25	27	30	31	29	26	**28**
744 - Azusa/Cameron	22	25	26	28	25	24	25	24	26	28	30	23	**26**
2662 - WestCov/Sunset	25	29	27	25	25	24	23	25	26	20	28	24	**25**
2515 - Sunset/Merced	23	25	25	27	23	21	21	24	23	26	28	26	**24**
783 - Azusa/Rowland	24	28	28	24	25	23	22	24	23	24	24	23	**24**
778 - Azusa/Puente	18	21	21	20	21	19	16	19	19	22	21	22	**20**
2642 - Vincent/Glendor	17	15	17	17	20	16	18	21	24	24	26	19	**19**
740 - Azusa/Aroma	16	17	18	21	20	20	19	23	21	20	21	18	**19**
779 - Azusa/Puente	18	17	18	19	19	18	15	18	16	21	19	19	**18**
788 - Azusa/SGarvey	18	14	17	19	19	19	15	18	17	20	15	16	**17**
757 - Azusa/Francisqu	13	12	17	16	17	17	19	19	19	18	20	19	**17**
1543 - Glendora/Vine	13	12	15	16	13	15	16	16	17	15	18	16	**15**
1368 - Francisqto/Suns	13	14	13	14	14	11	14	15	16	15	14	15	**14**
1523 - Glendora/HongKo	13	15	15	13	12	12	12	13	13	15	14	15	**14**
2847 - Citrus/SGarvey	13	14	12	11	11	11	12	12	12	14	14	14	**12**
1526 - Glendora/Merced	9	8	8	8	7	8	9	10	11	11	12	12	**10**
2529 - Sunset/Vine	10	9	10	11	9	9	8	10	10	9	10	8	**9**
1682 - Hacienda/Merced	7	8	8	9	9	8	8	8	10	11	12	11	**9**
2973 - Sunset/Vine	7	10	7	8	7	7	7	9	8	9	11	10	**8**
2498 - Sunset/Cameron	6	6	7	8	7	7	8	9	8	9	10	10	**8**
755 - Azusa/Fairgrove	5	4	3	4	3	3	3	2	3	2	3	2	**3**
1983 - Merced/Orange	1	2	2	1	2	1	1	1	2	2	3	2	**2**
2510 - Sunset/Farlingt	0	0	0	0	1	0	1	1	1	1	1	0	**1**
Total	**1,808**	**1,993**	**2,147**	**2,129**	**2,010**	**1,837**	**1,848**	**1,986**	**2,086**	**2,091**	**2,116**	**1,958**	**2,001**

AGENDA ITEM NO. 3

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 1, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF THE WEST COVINA COMMUNITY SERVICES FOUNDATION FISCAL YEAR 2025-26 ANNUAL REPORT**

RECOMMENDATION:

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

BACKGROUND:

On February 1, 2005, the City of West Covina authorized the formation of the West Covina Community Services Foundation (Foundation), a California Public Benefit Corporation. According to the bylaws (Attachment No. 1), the Foundation was organized for charitable purposes and its primary purposes and objectives consist of: (1) providing services beneficial to the public interest by seeking to offer, improve, or expand services that enhance the quality of life for residents; (2) preserving public buildings, structures, and documents of historical significance to the community; (3) qualifying and being more competitive when seeking to acquire grant funding; (4) receiving gifts of funds for public purposes; and (5) pursuing any other opportunities available that would benefit the public interest.

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

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

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

DISCUSSION:

Pursuant to the bylaws, the Board of Directors is required to cause an annual report to be furnished within 120 days after the close of the Foundation's fiscal year (June 30) to all Directors of the Foundation. The annual report is required to contain the following information:

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

- The expenses or disbursements of the Foundation, for both general and unrestricted purposes, for the fiscal year.

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

The Finance Department is responsible for monitoring and preparing the Foundation's Annual Report. The funds are also listed in the City's Adopted Budget each year. The FY 2025-26 Annual Report is included as Attachment No. 2.

LEGAL REVIEW:

The City Attorney's Office reviewed this staff report.

Prepared by: Karen Ogawa, Finance Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

Attached to this report is a Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance for the Foundation for Fiscal Year 2025-26 (Attachment No. 2). The report shows that a cumulative total of $123,798 in revenues were collected and $140,090 in funds were expended. As of June 30, 2026, the Foundation has a fund balance of $208,802. The financial information included in this report is preliminary, unaudited and subject to revision upon completion of the City's closing and audit.

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

Attachments

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

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

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

ARTICLE 1
NAME

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

ARTICLE 2
OFFICES

SECTION 1. PRINCIPAL OFFICE

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

SECTION 2. OTHER OFFICES

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

ARTICLE 3
PURPOSES

SECTION 1. OBJECTIVES AND PURPOSES

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

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

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

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

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

d. Building and improving City facilities and infrastructure.

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

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

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

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

ARTICLE 4
DIRECTORS

SECTION 1. NUMBER

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

SECTION 2. POWERS

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

SECTION 3. DUTIES

It shall be the duty of the Directors to:

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

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

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

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

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

SECTION 4. DESIGNATION OF CHAIRPERSON AND VICE CHAIRPERSON.

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

SECTION 5. DUTIES OF CHAIRPERSON OF THE BOARD

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

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

SECTION 6. DUTIES OF VICE CHAIRPERSON OF THE BOARD

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

SECTION 7. TERMS OF OFFICE

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

SECTION 8. PLACE OF MEETINGS

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

SECTION 9. REGULAR AND ANNUAL MEETINGS

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

SECTION 10. SPECIAL MEETINGS

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

SECTION 11. NOTICE OF MEETINGS

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

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

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

SECTION 12. QUORUM FOR MEETINGS

A quorum shall consist of three (3) Directors.

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

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

SECTION 13. MAJORITY ACTION AS BOARD ACTION

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

SECTION 14. CONDUCT OF MEETINGS

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

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

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

SECTION 15. NON-LIABILITY OF DIRECTORS

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

SECTION 16. INSURANCE FOR CORPORATE AGENTS

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

SECTION 17. PREMATURE VACANCIES ON BOARD

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

ARTICLE 5
OFFICERS

SECTION 1. NUMBER OF OFFICERS

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

SECTION 2. QUALIFICATION AND TERM OF OFFICE

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

SECTION 3. SUBORDINATE OFFICERS

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

SECTION 4. VACANCIES

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

SECTION 5. DUTIES OF PRESIDENT

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

SECTION 6. DUTIES OF SECRETARY

The Secretary shall:

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

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

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

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

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

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

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

SECTION 7. DUTIES OF CHIEF FINANCIAL OFFICER

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

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

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

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

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

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

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

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

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

ARTICLE 6
EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 1. EXECUTION OF INSTRUMENTS

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

SECTION 2. CHECKS AND NOTES

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

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

SECTION 3. DEPOSITS

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

SECTION 4. GIFTS

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

ARTICLE 7
CORPORATE RECORDS, REPORTS AND SEAL

SECTION 1. MAINTENANCE OF CORPORATE RECORDS

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

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

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

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

SECTION 2. CORPORATE SEAL

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

SECTION 3. DIRECTORS' INSPECTION RIGHTS

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

SECTION 4. RIGHT TO COPY AND MAKE EXTRACTS

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

SECTION 5. ANNUAL REPORT

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

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

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

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

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

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

ARTICLE 8
FISCAL YEAR

SECTION 1. FISCAL YEAR OF THE CORPORATION

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

ARTICLE 9
AMENDMENT OF BYLAWS

SECTION 1. AMENDMENT

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

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

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

ARTICLE 10
AMENDMENT OF ARTICLES

SECTION 1. AMENDMENT OF ARTICLES BEFORE ADMISSION OF MEMBERS

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

SECTION 2. AMENDMENT OF ARTICLES AFTER ADMISSION OF MEMBERS

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

SECTION 3. CERTAIN AMENDMENTS

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

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

ARTICLE 11
MEMBERS

SECTION 1. DETERMINATION OF MEMBERS

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

WRITTEN CONSENT OF DIRECTORS ADOPTING BYLAWS

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

Dated: 4/19/16

James Toma, Director

Corey Warshaw, Director

Mike Spence, Director

Tony Wu, Director

Lloyd Johnson, Director

CERTIFICATE

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

Dated: 4/19/16

Rosalia Conde, Secretary

West Covina Community Services Foundation, Inc.
Balance Sheet
June 30, 2026
Unaudited

Cash	$	207,802
Accounts Receivable		1,000
Prepaid Expenses		-
Interest Receivable		-
Total Assets	$	208,802
Accounts Payable	$	-
Fund Balance		208,802
Total Liabilities and Fund Balance	$	208,802

West Covina Community Services Foundation, Inc.
Changes in Assets and Liabilities
June 30, 2026
Unaudited

	Beginning Balance	Ending Balance	Change
Cash	$ 225,620	$ 207,802	$ (17,818)
Accounts Receivable	-	1,000	1,000
Prepaid Expenses	300	-	(300)
Interest Receivable	-	-	-
Total Assets	$ 225,920	$ 208,802	$ (17,118)
Accounts Payable	$ 825	$ -	$ (825)
Fund Balance	225,095	208,802	(16,293)
Total Liabilities and Fund Balance	$ 225,920	$ 208,802	$ (17,118)

West Covina Community Services Foundation, Inc.
Statement of Revenues, Expenditures and Changes in Fund Balance
For the year ended June 30, 2026
Unaudited

Revenues		
Interest	$	-
Charges for Services		-
Other Revenues		123,798
Revenue from Other Agencies		-
Total Revenues	**$**	**123,798**
Expenditures		
FN - Taxes filings	$	805
PD - Misc Exp		-
FR - Explorer Program		2,835
PS - Misc Exp		31,001
PS - Summer Concerts		-
PS - Other Special Events		-
PS - Senior Center - Supplies, etc.		-
CD - Other Special Events		-
Other Special Events		105,450
Total Expenditures	**$**	**140,090**
Net Change in Fund Balance	**$**	**(16,293)**
Fund Balance - Beginning of Year		**225,095**
Fund Balance - End of Year	**$**	**208,802**

West Covina Community Services Foundation, Inc.
Financial Certificate
For the year ended June 30, 2026

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

Karen Ogawa
Chief Financial Officer
West Covina Community Services Foundation, Inc.

AGENDA ITEM NO. 4

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 1, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF NEW AGREEMENT WITH DELL MARKETING L.P. FOR MICROSOFT PRODUCTS AND SERVICES**

RECOMMENDATION:
It is recommended that the City Council:

1. Authorize the purchase of Microsoft products and services from Dell Marketing L.P. through participation in Microsoft Enterprise Agreement No. 8084445 between the County of Riverside and Microsoft Corporation and Licensed Support Provider Agreement No. ITARC-00934 between the County of Riverside and Dell Marketing L.P. in the amount of $154,195.31 per year for products and services provided to City Hall and $94,978.28 per year for products and services provided to the Police Department.
2. Authorize the City Manager to negotiate and execute an agreement with Dell Marketing L.P. for the term of September 1, 2026, through August 31, 2029, and a maximum compensation amount of $747,520.77, in such final form as approved by the City Attorney.
3. Authorize the City Manager to execute any documents necessary in connection with the purchase.

BACKGROUND:
The City's current Microsoft Enterprise Agreement (EA) covers all City departments and provides a centralized approach to Microsoft licensing that helps achieve cost savings, reduce redundancy, and maintain consistent software standards throughout the organization. The City's current three-year agreement with Dell Marketing L.P., which commenced in August 2023, had a term through August 31, 2026.

Riverside County has entered into a Microsoft Enterprise Agreement with Microsoft (Master Agreement No. 8084445) and a Licensed Support Provider Agreement with Dell Marketing LP (Agreement No. ITARC-00934). These agreements are available for use by California state and local government agencies, including the City of West Covina. By leveraging the Riverside County agreements, the City can obtain the deepest discounts authorized by Microsoft for software licensing available to California public agencies.

DISCUSSION:
In August 2023, the City entered into a three-year agreement with Dell Marketing L.P. in the amount of $139,704.67 annually, for a total of $419,114.01, to provide Microsoft Enterprise Agreement product licenses and support services at City Hall, and $74,622.15 annually, for a total of $223,866.46, for products and support services at the Police Department.

The City's Division of Information Technology (DoIT) staff have worked with Microsoft to evaluate the City's current software usage and future licensing needs, including Office 365, Windows desktop and server operating systems, SQL Server, and Microsoft Exchange. The EA provides employees with essential Microsoft software needed to perform daily job functions. To maintain compatibility and communication standards with outside organizations, the City has standardized its computing environment on Microsoft Windows operating systems,

Microsoft 365, and Microsoft Server solutions.

The City's Office 365 licensing requirements have increased due to additional staff and the corresponding need for additional user and email accounts. Similarly, the increase in the Police Department's licensing costs is primarily attributable to the integration of Office 365 licensing and the addition of user licenses.

The EA also provides the City with access to new software released for covered products, and includes access to Microsoft support. In addition, the agreement makes available to licensees Software Assurance, Microsoft's enhanced maintenance program that helps customers get the most out of their software investments and provides access to valuable benefits including training, deployment planning, software upgrades, and product support.

Pursuant to Section 2-335(7) of the West Covina Municipal Code, purchases made using another governmental or public agency's contract or substantially the same terms, known as "piggybacking," are exempt from competitive procurement requirements, provided that the other agency used a solicitation method substantially similar to the method required by the purchasing ordinance and the Purchasing Officer determines that the City will realize overall value by utilizing the other agency's contract or contract terms compared to the City performing its own procurement. The Riverside County agreements meet the City's solicitation requirements, help realize cost savings and reduce redundancy.

Staff recommends entering into a new three-year agreement with Dell Marketing L.P. for the following reasons:

- Dell Marketing L.P. is a Microsoft Authorized Reseller and Licensed Support Provider.
- The agreement allows the City to leverage the Riverside County Microsoft Enterprise Agreement (Master Agreement No. 8084445) and Licensed Support Provider Agreement No. ITARC-00934.
- The Riverside County agreements provide access to Microsoft's deepest authorized discounts for California state and local government agencies.
- The agreement provides continued access to essential Microsoft software licenses, Software Assurance, software upgrades, training, deployment planning, and Microsoft support.
- The annual Software Assurance payment structure reduces the City's initial cost outlay and improves budget predictability.
- The agreement maintains the City's standardized Microsoft software environment and supports continued compatibility, communication, and operational efficiency across City departments.

LEGAL REVIEW:
The City Attorney's Office will review and approve the final form of the agreement prior to execution.

OPTIONS:
The City Council has the following options:

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

Prepared by: Will Trujillo
Additional Approval: Karen Ogawa, Finance Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:
Funding for the Microsoft Enterprise agreements for all departments is included in Fiscal Year 2026-27 budget.

Attachments

Attachment No. 1 - Draft Agreement
Attachment No. 2 - Dell Marketing L.P-Riverside ITARC-00934 Agreement

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

Participation Agreement

This Participation Agreement (this "Agreement") is entered into as of the date of last signature by and between the City of West Covina, a California municipal corporation (the "City"), and Dell Marketing L.P., a Texas limited partnership authorized to conduct business in the State of California ("Contractor").

WHEREAS, the County of Riverside and Microsoft Corporation are parties to that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"); and

WHEREAS, Contractor and the County of Riverside are parties to that certain Licensed Support Provider Agreement Number ITARC-00934 dated November 1, 2024 (the "LSPA"); and

WHEREAS, the City wishes to order certain product licenses, receive support, and otherwise participate as an Enrolled Affiliate (as defined in the LSPA and the Master Agreement), under and in accordance with the terms of the LSPA; and

WHEREAS, Contractor wishes to permit the City to become an Enrolled Affiliate in accordance with and subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor hereby agree as follows:

1. Defined Terms; Recitals. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the LSPA and the Master Agreement. The foregoing recitals are incorporated into and made a part of this Agreement.

2. Enrollment. As a condition to the City's participation as an Enrolled Affiliate under the LSPA, and by its signature of this Agreement, the City agrees to complete the enrollment and comply with and be bound by all terms and conditions set forth in the LSPA and the Master Agreement. Subject to such completion and compliance, the parties agree that the City shall constitute an Enrolled Affiliate. The City represents and warrants that it meets and will continue to meet throughout the term of this Agreement, the definition of "Enrolled Affiliate" set forth in the LSPA and the Master Agreement.

3. Term. The term of this Agreement shall commence on September 1, 2026 and shall continue through August 31, 2029, unless terminated earlier in accordance with the LSPA or the Master Agreement.

4. Compensation. City agrees to pay Contractor an annual payment of One Hundred Fifty-Four Thousand One Hundred Ninety-Five Dollars and Thirty-One Cents ($154,195.31) for products and services provided to West Covina City Hall and an annual payment of Ninety-Four Thousand Nine Hundred Seventy-Eight Dollars and Twenty-Eight Cents ($94,978.28) for products and services provided to the West Covina Police Department, as detailed in the Quotations attached hereto as Exhibit "A" and incorporated herein. Contractor's total compensation shall not exceed Seven

Hundred Forty-Seven Thousand Five Hundred Twenty Dollars and Twenty-One Cents ($747,520.21).

5. Entire Agreement. This Agreement, the LSPA, and the Master Agreement constitute the entire agreement between the parties with respect to the subject matter hereof any and all agreements and representations between the parties made or dated prior to the date hereof. In the event of any conflict between this Agreement and the LSPA or the Master Agreement, the terms of the LSPA and the Master Agreement shall control. The City shall be bound by the terms of any subsequent amendment, modification, supplement, rider, addendum, renewal, extension or replacement of the LSPA or the Master Agreement, whether or not the City is a signatory thereto or had knowledge or received notice thereof. Notwithstanding the foregoing, Contractor shall promptly provide City with a copy of any subsequent amendment, modification, supplement, rider, addendum, renewal, extension or replacement of the LSPA or the Master Agreement.

6. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

7. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

(Signatures follow on next page.)

DRAFT

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date of the final signature below.

THE CITY OF WEST COVINA	DELL MARKETING L.P.
BY:_____	BY:_____
NAME:_____	NAME:_____
TITLE:_____	TITLE:_____
DATE:_____	DATE:_____

ATTEST:

_____
Lisa Sherrick, CMC
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

DRAFT

EXHIBIT A

QUOTATIONS

DRAFT

Dell Customer Confidential

Quotation

Gerard Ear
gerard.ear@dell.com
512.720.3258

Customer: City of West Covina
Contract: Riverside County Master Agreement - ITARC-00934 (8084445)
Microsoft Enterprise Agreement (EA) #: (renewal of 8473179, 8/31/2026)
Dell Customer #: 508155
Contact: Will Trujillo
Contact Email: wtrujillo@westcovina.org

Date of Issue: 8/6/2026
Quote Expires: 8/31/2026
Dell Quote: WC-RnwEA8626

Section 1- Licenses and Software Assurance

Product Description	Mfg#	Quantity	Unit Price		Ext. Price
Exchange Server Standard ALng SA	312-02257	1	142.52		$142.52
SQL Server Standard Core ALng SA 2coreLic	7NQ-00292	14	662.43		$9,274.02
CIS Suite Datacenter Core ALng SA 16L	9GS-00130	3	1502.59		$4,507.77
			Annual Payment Section 1:		**$13,924.31**

Section 2- Monthly Subscriptions

Product Description	Mfg#	Quantity	Months	Unit Price	Ext. Price
Azure prepayment	6QK-00001	1	12	$104.00	$1,248.00
M365 G3 Unified FUSL GCC Sub Per User	**AAD-34704**	**265**	**12**	**$34.69**	**$110,314.20**
M365 Apps Enterprise GCC Sub Per User	**3WS-00001**	**4**	**12**	**$11.74**	**$563.52**
EMS G5 GCC SU EMS G3 Per User	**MQY-00002**	**265**	**12**	**$6.49**	**$20,638.20**
Exchange Online P2 GCC Sub Per User	3NS-00003	85	12	$6.21	$6,334.20
Planner & Project P3 GCC Sub Per User	7MS-00001	3	12	$23.33	$839.88
Power BI Pro GCC Sub Per User	DDJ-00001	3	12	$9.25	$333.00
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	265	12	$0.00	$0.00
				Annual Payment Section 2:	**$140,271.00**

Notes: Budgetary 3 Year EA Renewal of previous EA# 8473179
Microsoft Enterprise Agreement (EA) Master#: 8084445
Microsoft Enterprise Agreement (EA) Enrollment#: Future/TBD
New Microsoft EA Term 9/1/2026 - 8/31/2029
Microsoft approved pricelist and paperwork and previous EA True up compliance required for renewal

Total Annual Payment Yr 1	**$154,195.31**
Total Annual Payment Yr 2	**$154,195.31**
Total Annual Payment Yr 3	**$154,195.31**
Total of 3 years of Payments	**$462,585.93**

Notes:

1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order.If exempt, Customer must have an Exemption Certificate on file.
3) If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above.Shipments to California: for certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.
4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

Dell Customer Confidential

Quotation

Gerard Ear
gerard.ear@dell.com
512.720.3258

Customer: West Covina (PD)
Contract: Riverside County Master Agreement - ITARC-00934 (8084445)
Microsoft Enterprise Agreement (EA) #: (renewal of 9120723, 6/30/2026)
Dell Customer #: 34218826
Contact: Alex Houston
Contact Email: ahouston@wcpd.org

Date of Issue: 8/6/2026
Quote Expires: 8/31/2026
Dell Quote: WCPD-RnwEA8626

Section 1- Licenses and Software Assurance

Product Description	Mfg#	Quantity	Unit Price		Ext. Price
CIS Suite Datacenter Core ALng SA 16coreLic	9GS-00130	4	$1,502.59		$6,010.36
SQL Server Standard Core ALng SA 2coreLic	7NQ-00292	6	$662.43		$3,974.58
Win Server Standard Core ALng SA 16L	9EM-00267	2	$172.97		$345.94
			Annual Payment Section 1:		$10,330.88

Section 2- Monthly Subscriptions

Product Description	Mfg#	Quantity	Months	Unit Price	Ext. Price
Azure prepayment - US Gov	J5U-00001	6	12	$104.00	$7,488.00
M365 G3 Unified From SA GCC Sub Per User	AAD-34700	100	12	$29.49	$35,388.00
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	65	12	$34.69	$27,058.20
EMS G5 GCC SU EMS G3 Per User	MQY-00002	165	12	$6.49	$12,850.20
Exchange Online P2 GCC Sub Per User	3NS-00003	25	12	$6.21	$1,863.00
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	165	12	$0.00	$0.00
				Annual Payment Section 2:	$84,647.40

Notes:
Microsoft Enterprise Agreement (EA) Master#: 8084445
Microsoft Enterprise Agreement (EA) Enrollment#: Future/TBD
New Microsoft EA Term 7/1/2026 - 6/30/2029
Microsoft approved pricelist and paperwork and previous EA True up compliance required for renewal

Total Annual Payment Yr 1	$94,978.28
Total Annual Payment Yr 2	$94,978.28
Total Annual Payment Yr 3	$94,978.28
Total of 3 years of Payments	$284,934.84

Notes:

1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order.If exempt, Customer must have an Exemption Certificate on file.
3) If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above.Shipments to California: for certain products, a State Environmental Fee of up to $10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.
4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.

LICENSED SUPPORT PROVIDER (LSP)
AGREEMENT No. ITARC-00934
For
MICROSOFT PRODUCTS AND SERVICES
UNDER MICROSOFT EA NO. 8084445
BETWEEN
COUNTY OF RIVERSIDE
And
DELL MARKETING, L.P.

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and Dell Marketing, L.P., A Texas Limited Partnership authorized to conduct business in the State of California (herein referred to as "LSP") of Microsoft Licensing Solution Provider, effective from November 01.2024 and continues in effect through October 31, 2027, based on LSP's response to RFQ no. ITARC-532 for Microsoft products and services under Microsoft EA no. 8084445. The parties agree as follows:

1. LSP's sale and County's use of the Microsoft Software and Online Services performed by Microsoft shall be subject to the terms and conditions set forth in the Microsoft Enterprise Agreement (8084445) between the County and Microsoft. LSP shall not be responsible or liable for Microsoft's performance of its obligations under the Enterprise Agreement.

2. Period of Performance:

This Agreement shall be effective from November 01.2024 and continues in effect through October 31, 2027, with the option to renew for an additional three-year period expiring on October 31, 2030, with no obligation by the County of Riverside to purchase any specified amount of goods or services. In addition, the County may at any time choose to transfer the enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

The period of performance for the enrollment with the LSP may be for up to a three-year term with the option to renew the enrollments with contracted LSP through the LSP contract expiration date.

3. Compensation

The COUNTY shall pay the LSP for products at the cost as stated in Exhibit A, incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Non-Appropriations: The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes,

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Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Hold Harmless/Indemnification:

4.1 LSP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services, or acts or omissions, of LSP, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. LSP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

4.2 With respect to any action or claim subject to indemnification herein by LSP. LSP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LSP indemnification to Indemnitees as set forth herein.

4.3 LSP obligation hereunder shall be satisfied when LSP has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

5 Termination:

5.1 County may terminate this Agreement without cause upon thirty (30) days written notice served upon the LSP stating the extent and effective date of termination.

5.2 If the LSP is in default, refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure after 30 days after written notice is given . The County may terminate this agreement for Cause. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

5.3 LSP rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by LSP; or in the event of LSP unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

6. Alteration or Changes to the Agreement

The Board of Supervisors and the County Purchasing Agent and/or his designee is the only authorized County representatives who may at any time, by written order, alter this Agreement. If

any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

7. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY
Riverside County Information Technology
Attn: Procurement Contract Specialist
3450 14th Street
Riverside, CA 92501

LSP
Dell Marketing, L.P.
Attn: Sarina Konnoff
One Dell Way
Round Rock, TX 78682
Sarina.Konnoff@Dell.com
Dell_Legal_Notices@Dell.com

8. Insurance

Without limiting or diminishing the LSP'S obligation to indemnify or hold the COUNTY harmless, LSP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the LSP has employees as defined by the State of California, the LSP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LSP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement

or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Insurance Requirements for IT Contractor Services:

LSP shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the LSP, its agents, representatives, or employees. LSP shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LSP in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the LSP maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LSP. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions – All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2) The LSP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, LSP'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) LSP shall cause LSP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LSP insurance carrier(s) policies does not meet the minimum notice requirement found herein, LSP shall cause LSP's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LSP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5) It is understood and agreed to by the parties hereto that the LSP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LSP has become inadequate.
7) LSP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9) LSP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement

9. General:

9.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

9.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.3 The following documents are attached to and incorporated into this Agreement:

Exhibit A: Scope and pricing.
Exhibit B: LSP Reporting of Active Enrollments.
Exhibit C: Microsoft LSP Participation Form.
Exhibit D: Microsoft EA Benefits for Government Agencies.
Exhibit E: Microsoft Enterprise Agreements and Amendments.

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

9.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

9.5 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties

in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
Chuck Washington
Chair of the Board of Supervisors

Dated: 9/10/2024

DELL MARKETING, L.P., A Texas Limited Partnership authorized to conduct business in the State of California

By: Katherine Castillo

Name: Katherine Castillo
Title: Paralegal Advisor

Dated: 07/16/2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____ Deputy

SIGN HERE

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Paula Salcido
Deputy County Counsel

Dated: 7/22/2024

SEP 10 2024 3.22

Exhibit A
Scope and pricing

LSP's Scope and responsibilities

1. The Licensed Support Provider (LSP) will resell all available Microsoft Licensed Support Provider (LSP) for Microsoft Master Microsoft Enterprise Agreement No. 8084445; Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD) formerly Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. Microsoft Select Plus Agreement No. 7756479.

2. The agreement with LSP as a LSP of the Microsoft Products and Services under Microsoft EA No. 8084445 is available for use by the County of Riverside and governmental agencies within the State of California. The LSP will serve as the liaison between the political entity for enrollments under the Microsoft EA.

3. The LSP agrees to extend the same pricing, similar terms, and conditions to every political entity, special district, in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the LSP of their choosing; and County shall in no way be responsible to any LSP for other entities' purchases.

4. The LSP may remain the LSP for the Three 3-year duration of the Enrolled Affiliate's Enterprise Agreement Enrollment. All True-Ups during the 3-year enrollment (orders for new products, etc.) by Enrolled Affiliates are required to be submitted only through the Affiliate's selected LSP. Multiple LSP's cannot service a single Enterprise Agreement Enrollment. Enrolled Affiliate may at any time choose to transfer their current enrollment from one LSP to another LSP pursuant to the transfer terms set by Microsoft.

5. The Enrolled Affiliate shall work with the LSP to determine the annual payment, true-up commitment schedule defined in their enrollment.

6. Each Affiliate will communicate to the LSP the compensation terms applicable to their agreement.

7. The LSP will provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

8. The LSP will provide reports of licenses purchased and added on to enrollment according to Enrolled Affiliate's specifications. (Intended for an enrollment that has licenses for multiple agencies within a governmental body - ie county, city, etc.) Frequency will be determined by each Enrolled Affiliate (ie: monthly, quarterly, etc.).

9. The LSP will provide, at the Enrolled Affiliate's request, a licensing portal that allows the tracking of licenses beyond the capabilities of the Microsoft VLSC. This portal will show, but not be limited to, all licenses on the current enrollment, quantities of said licenses, track licenses at department/agency levels, transfer licenses to and from each department/agency, and have reporting functionalities.

10. The LSP will provide training to the Enrolled Affiliate's Microsoft administrators on Microsoft portals such as the VLSC, Office 365, Azure, etc. within 30 days of receiving a purchase order for such products that introduce a new portal. LSP should outline what aspects of training they feel would be beneficial in their proposal.

11. The LSP will provide documentation to the Enrolled Affiliate within 90 days of when Microsoft has made a change to a license and advise of any grandfather or conversion rights within that same timeframe.

12. The LSP will provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.

13. The LSP will provide an updated price list on an annual basis or when Microsoft changes price point, whichever is sooner, in an Excel spreadsheet to the Enrolled Affiliate. This price list must capture, at minimum, the following categories for each product: SKU, product description, MSRP, NET (Level D), LSP's uplift and contracted unit price.

14. The LSP shall provide a list of enrollments. The list of enrollments is due 30 days after the contract signature and on January 15th of each calendar year during the agreement period. This list will include the agency name, contact person, email and phone number and annual spend. The intent of this is to track how many agencies within the State of California piggyback off of the Master Agreement.

15. The LSP will be charged 1.00% of the annual enrollment sales amount to leverage the Riverside County Master Microsoft Agreement No.8084445, and Select Plus Agreement No.7756479, which payment includes Software Licensing, Software Support, Cloud Services such as Azure, Industry Solutions Delivery (ISD), Microsoft Consulting Services (MCS), Microsoft Unified Support and Microsoft incident response. This administrative fee will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments.

16. The Servicing LSP shall provide Microsoft Enterprise Support Services from Microsoft to assist customers leveraging this contract vehicle in operation of the technology acquired and assist Riverside Master Participants in maximizing the benefits of this investment.

17. The Servicing LSP shall provide the ability to for the acquisition of Microsoft services as the demand for individual product services or capabilities expand. The servicing LSP shall provide services to include Microsoft Unified, Industry Solutions Delivery (ISD), and Microsoft incident response. The Servicing LSP will have a valid Microsoft Master Services Agreement on file with Microsoft in order to resell Microsoft Unified Support, and Industry Solutions Delivery (ISD). Additionally, the contractor shall provide Microsoft dedicated Technical Support representatives and subject matter experts provided via the Microsoft enterprise agreement to support and assist Riverside County master participants in analyzing, architecting, implementing, managing, and operating solutions based on the licenses previously acquired or to be purchased in accordance with the terms of the Microsoft enterprise licensing program.

18. LSP will be responsible for submitting a completed "Reporting of Active Enrollments" by January 15th of each year for the prior calendar year.

19. The County of Riverside Information Technology (RCIT) will invoice the Awarded LSP annually based on the enrollments verified from LSP Reporting of Active Enrollments.

20. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

21. The administrative fee shall not be included as an adjustment to LSP's Master Agreement pricing.

22. The administrative fee shall not be invoiced or charged to the Enrolled Affiliate.

23. Administrative fee checks shall be submitted to:
    Riverside County Information Technology
    Attn: Accounts Receivable
    3450 14th Street, 4th Floor
    Riverside, CA 92501

Pricing:

1. **Microsoft Enterprise License Subscription and services**

Item Description	Price Level	Markup %
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D	4.00
Enterprise Products (Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite).	Level D	4.00
Additional Products (M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc).	Level D	4.00
Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	4.00
All products for Select Plus Agreement No.7756479.		4.00
Microsoft Unified Support Services		4.00
Microsoft Consulting Services		4.00
Microsoft Incident Response		4.00

2. **License Support Provider (LSP) Solution Area Specific Capability:**

Solution Area Specific Capability	Number	Customer Size	Reference?
Number of successful customer production mail deployments/migrations?	100+	10,000+	Yes
Number of successful customer production SharePoint deployments/migrations?	100+	10,000+	Yes
Number of successful customer production Teams deployments/migrations?	100+	10,000+	Yes
Number of successful customer production Teams Voice deployments/PBX migrations?	100+	10,000+	Yes
Number of people with specialized expertise on technologies listed above	200+		

3. **License Support Provider (LSP) service rates:**

Data and Artificial Intelligent	Certified Competency (Yes/No)	Hourly Rate (On Premise)
Build Intelligent Apps	Yes	$50 - $475
Build Intelligent Agents	Yes	$50 - $475
Machine Learning	Yes	$50 - $475
Internet of Things	Yes	$50 - $475
Globally distributed data	Yes	$50 - $475
OSS Databases	Yes	$50 - $475
Cloud Scale Analytics	Yes	$50 - $475
Data Platform Modernization to Azure	Yes	$50 - $475
Windows Server on Azure	Yes	$50 - $475
Security & Management	Yes	$50 - $475
Datacenter Migration	Yes	$50 - $475
Modern Business Intelligence	Yes	$50 - $475
Copilot	Yes	$50 - $475
Biz Apps		
Customer Service	Yes	$50 - $475
Field Service	Yes	$50 - $475
Marketing	Yes	$50 - $475
Talent	Yes	$50 - $475
Finance and Operations	Yes	$50 - $475
Business Central	Yes	$50 - $475
Power Apps	Yes	$50 - $475
Power BI	Yes	$50 - $475
Apps and Infrastructure		
Azure Stack	Yes	$50 - $475
High Performance Compute	Yes	$50 - $475
Cloud Native Apps using Serverless	Yes	$50 - $475
Modernize Apps	Yes	$50 - $475
SAP on Azure	No	NA
Linux on Azure	Yes	$50 - $475
Dev Ops	Yes	$50 - $475
Business Continuity & Disaster Recovery	Yes	$50 - $475
Windows Server on Azure	Yes	$50 - $475
Security & Management	Yes	$50 - $475
Datacenter Migration	Yes	$50 - $475
Modern Workplace		
User Adoption & Change Management	Yes	$50 - $475
Security	Yes	$50 - $475
GDPR & Compliance	Yes	$50 - $475
Teamwork	Yes	$50 - $475
Calling & Meetings	Yes	$50 - $475
Modern Desktop	Yes	$50 - $475
Office 365 Migration Assistance	Yes	$50 - $475
Mail	Yes	$50 - $475
Teams	Yes	$50 - $475
SharePoint	Yes	$50 - $475
OneDrive	Yes	$50 - $475

Exhibit B

LSP REPORTING OF ACTIVE ENROLLMENTS
MICROSOFT ENTERPRISE AGREEMENT No. 8084445

LSP Name	*Company name*
RIVCO Contract ID	TBD

Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Sales Reporting Term: Calendar Year	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
		County of Riverside	XX/XX/XXXX	XX/XX/XXXX		John Doe		

Exhibit C
MICROSOFT LSP PARTICIPATION FORM

Dell Customer Communication - Confidential

JIM SMITH
Chief Information Officer

DARRYL POLK
Chief Technology Officer

TRACY TILLMAN
Deputy Director Admin – IT

ANTHONY CHOGYOJI
Chief Information Security Officer

MARTIN PEREZ, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau

KARAN CHANDRAN, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ # ITARC-00532 Attachment 2)

Complete this form and return to:	Payment should be made to:
Attention: Linda Fakhouri E-mail: lfakhouri@rivco.org	Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501 County of Riverside TIN #: 95-6000930

Company Name: Dell Marketing, L.P.

Name: Sarina Konnoff Title: Proposal Manager

Address: One Dell Way

City: Round Rock, TX Zip Code: 78682 Telephone #: 925-200-8506

Fax #: N/A Email: Sarina.Konnoff@Dell.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8064445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ # ITARC-00532 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ # ITARC-00532 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Sarina Konnoff
Signature

May 9, 2024
Date

Sarina Konnoff
Printed Name

Proposal Manager
Title

Exhibit D
Microsoft EA Benefits for Government Agencies

E1 Reduced Paperwork

Reduced number of separate documents to review – by consolidating amendments into a single document. Many of the amendments previously required are now built into the enrollment document. Customers utilizing the County of Riverside EA Master Agreement may choose either an Enterprise Enrollment or a Server and Cloud Enrollment (or both) depending on their needs.

E2 Standard Pricing Across all platforms

Microsoft will provide LSP's (authorized EA LSPs on this contract) with Government Level-D, pricing off of published "LSP cost" all platforms. Azure discount is a factor of the consumption rate. This will make it easy when calculating New, Additional product, and True-up purchases at the beginning or during your Enterprise Agreement Term. It also reduces possible confusion among partners.

E3 No charge Onboarding Services

Microsoft assisted onboarding is now a benefit of Office 365, Microsoft Intune, Azure AD Premium and Azure RMS. Eligible customers will receive guidance from a dedicated group of onboarding experts known as the Microsoft FastTrack Center (FTC) to onboard to these services. The FTC uses an onboarding approach known as FastTrack to help you, your IT Team, and or Partner, confidently onboard new users and capabilities. Programs are subject to change and/or evolve.

E4 No Charge Security Incident Assistance

Microsoft will engage special security teams in the event of an exploit if your organization leverages Microsoft security technologies as part of your enterprise agreement commitment. These teams will help you identify and stop the malicious attack and triage the incident. See your Microsoft Sales Executive for more details.

E5 Raise and lower commitment for hosted services during the Enterprise Agreement Period

You can raise your commitment for hosted services like O365, CRM, Azure during the current EA year and only commit to the remaining months in that year. Example: your anniversary for your Year-2 term is in November and your adding 100 Office 365 users in May. You will only be obligated to pay for the 6 months leading to your anniversary. Additionally, you can now true-down hosted services at your anniversary to the original commitment level as well.

E6 Additional Software Assurance benefits

- With New Version Rights, you can upgrade each Microsoft product license that is covered by active Software Assurance to the most recent version for no additional cost. When a new version of Microsoft Office is released during the term of your agreement, your licenses are automatically upgraded to the new version.

- Office Roaming Use Rights: Help expand end-user productivity and extend the value of your virtual desktop environment with Office Roaming Use Rights, which lets users with Software Assurance on Office, Project, or Visio remotely access their software on their virtual desktops from third-party devices.

- Spread Payments: Spread the costs of your License and Software Assurance purchase across three equal, annual sums versus one up-front payment to help reduce initial costs and aid in forecasting annual software budget requirements up to three years in advance. When you use the Spread Payments benefit, no interest or additional fees are incurred. You may also consider Microsoft Payment Solutions to help finance your technology needs, including software, services, partner products, and hardware. Although Microsoft Payment Solutions is not part of Software Assurance, you can choose it separate from, or in addition to, the Spread Payments benefit to create a customized payment structure.
- Step-Up Licensing: Volume Licensing customers with Software Assurance can migrate from a lower edition to a higher edition software product while maintaining their Software Assurance coverage on a given product. The Step-up License makes it easier for you to move from a lower level edition to a higher-level edition without incurring the full cost of licensing two separate editions of the software.

  More information about the Software Assurance by products as listed above can be found at: https://www.microsoft.com/en-us/Licensing/licensing-programs/software-assurance-by-product.aspx?83ffdda4-a263-4123-9752-1122538c0a96=True

Exhibit E
Microsoft Enterprise Agreements and Amendments

E1) Microsoft Enterprise Agreement No. 8084445.
E2) Microsoft Select Plus Agreement No. 7756479.
E3) Amendments No. 1- EA Custom Terms CTM (Document No. CTM-CPT-OPT-FWK)
E4) Amendments No. 2- EA Custom Terms (Document No. CTM-FWK-CTC-AGR).

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

004-kayleed-S-04

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement> <Choose Enrollment/Registration>	Document Number or Code Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	County of Riverside
Signature*	
Printed First and Last Name*	Richard R. Hai
Printed Title	Sr. Procurement Contract Specialist
Signature Date*	08/22/2019
Tax ID	

* *indicates required field*

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH DATE 8/22/19

[redacted] Microsoft Affiliate	
Microsoft Corporation	
Signature	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	8/23/2019

Microsoft
Microsoft Corporation
AUG 23 2019
Chance Krail
Duly Authorized on behalf of
Microsoft Corporation

Optional 2nd Customer signature or Outsourcer signature (if applicable)

[redacted] Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* *indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* *indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Amendment to Contract Documents

Agreement Number 8084445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6a, "Term", is hereby amended and restated as follows:
   a. Term. The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of 'EO' in the tables for 'Program Availability'. The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CTM-CPT-OPT-FWK	BD

Microsoft Volume Licensing

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *How the Enterprise program works.*

a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. *Making copies of Products and re-imaging rights.*

a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate. (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. **Effect of termination or expiration.** When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. *Use, ownership, rights, and restrictions.*

a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. *Confidentiality.*

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. *Privacy and compliance with laws.*

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. *Defense of third party claims.*

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.

k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

- ☐ MBSA
- ☒ Agreement
- ☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. *Additional notices contact.*

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. *Software Assurance manager.*

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861

Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside
Contact name*: First Regina **Last** Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-2265 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside
Contact name*: First Luis **Last** Flores
Contact email address* LFFlores@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** California **Postal code*** 92501-3861
Country* USA
Phone* 951-955-8114 **Fax**

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim **Last** Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside **State/Province*** CA **Postal code*** 92501-3861
Country* US
Phone* 951-231-5909 **Fax**

7. *Notices contact and online administrator information.*

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ *Same as primary contact*
Name of entity*
Contact name*: First **Last**
Contact email address*
Street address*
City* **State/Province*** **Postal code***
Country*
Phone* **Fax**
☐ This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	

Proposal ID

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-04874
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-04921
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)* County of Riverside	
Signature*	FORM APPROVED COUNTY COUNSEL
Printed First and Last Name* Ines Mark	BY: NEAL R. KIPNIS DATE 7/17/13
Printed Title* Procurement Contract Specialist	
Signature Date* 07/17/2013	
Tax ID 95-6000930	

** indicates required field*

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title*
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Prepared By: Name of Preparer

Email of Preparer

Select Plus License Program Agreement State and Local

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This Microsoft Select Plus Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this agreement is the effective date of the first Affiliate Registration Form or the date Microsoft accepts this agreement, whichever is earlier.

This agreement consists of (1) the terms and conditions of this agreement and all attachments identified therein, (2) the Product List, (3) the Product Use Rights applicable to Products licensed under this agreement, (4) any Affiliate registration entered into under this agreement, and (5) any Order submitted under this agreement.

The parties agree to be bound by the terms of this agreement.

Terms and Conditions

1. Definitions.

In this agreement the following definitions apply:

"Affiliate" means

a. with regard to Customer

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft

"available" means, with respect to a Product, that Microsoft has made Licenses for that Product available for ordering under a particular licensing program;

"Commercial Product" means any Product Microsoft makes available for license for a fee;

"Contractor" means any third party supplier or other provider of computer technology or related services.

"Customer" means the entity that has entered into this agreement and its Affiliates;

"Customer Data" means all data, including all text, sound, software,or image files that are provided to Microsoft by, or on behalf of, Customer through Customer's use of the Online Services.

"Fixes" means Product fixes, modifications or enhancements or their derivatives that Microsoft releases generally (such as Commercial Product service packs);

"License" means Registered Affiliate's right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under this agreement;

"L&SA" means a License and Software Assurance for any Product ordered;

"Microsoft" means the Microsoft entity that has entered into this agreement by accepting Customer's registration;

"Order" means the document Customer or Customer's Affiliate submits under this agreement to acquire Licenses or Services;

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List.

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

"Product List" means, with respect to any licensing program, the statement published by Microsoft from time to time on the World Wide Web at http://www.microsoft.com/licensing/contracts, or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under the program (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of licenses for those Products;

"Product Use Rights" means, with respect to any licensing program, the use rights for each Product and version published for that licensing program at http://www.microsoft.com/licensing/contracts or at a successor site.

"Qualifying Contract," means (1) an Enterprise Enrollment under a Microsoft Enterprise Agreement; (2) any Enterprise Subscription Enrollment entered into under a Microsoft Enterprise Subscription Agreement, or a Select Agreement.

"Registered Affiliate" means an entity, either Customer or any one of Customer's Affiliates, identified on an affiliate registration form that has been accepted by Microsoft and has submitted an Order under this agreement;

"Reseller" means a large account reseller authorized by Microsoft to resell Licenses in a Registered Affiliate's region under this program;

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

"Software Assurance" means an annuity offering that provides new version rights and other benefits for Products as described in the Product List;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. How the Select Plus License program works.

The Select Plus License program allows Registered Affiliates to acquire Licenses at discount pricing. Customer and Customer's Affiliates can participate in this program if Customer or Customer's Affiliate (1) submits an Order meeting the initial minimum order quantity, (2) maintains at least one active Qualifying Contract, or (3) has purchased the minimum order quantity during the 12 months preceding the effective date of this agreement. Notwithstanding any other provision of this agreement, only Registered Affiliates identified in a Registration Form will be responsible for complying with the terms of that registration, including the terms of this agreement incorporated by reference in that registration.

a. **How Registered Affiliates acquire Licenses.** A Registered Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Registered Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable registration. *The Reseller and the Registered Affiliate will determine the Registered Affiliate's actual price and payment terms.*

b. **Choosing and maintaining a Reseller.** Each Registered Affiliate must choose and maintain a Reseller authorized in the Registered Affiliate's region.

c. **Online Services.** Online Services are provided as subscription services and are subject to the unique terms set forth in the Product Use Rights and the Product List.

3. How to establish price level.

Establishing price levels. Each Product offering is assigned a point value on the Product List and is assigned to a Product pool. . The Customer's price level for a pool applies to purchases made by all Registered Affiliates under this agreement. Throughout the term of this agreement, the Customer's price level for each Product and its associated Pool (Applications, Systems and Servers) will be level "D." Customer does not need to acquire Products in all pools. The price Microsoft will invoice Reseller will be based on Customer's price level for the pool of the Product ordered. *Throughout this agreement the term "price" refers to reference price.*

4. License grant — what Registered Affiliates are licensed to run.

Registered Affiliates have the rights below once their registration is accepted by Microsoft. These rights apply to the Licenses obtained under this agreement and are not related to any order of, or fulfillment of, software media.

The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g., hardware or other software).

a. **General**. At any time after their registration has been accepted by Microsoft, a Registered Affiliate may run for its own benefit as many copies as it chooses, of any available Products it chooses, provided that it submits Orders for all copies in the month in which those copies are first run.

b. **Use by Affiliates**. A Registered Affiliate may sublicense the right to use the Products ordered under this agreement to any of its Affiliates, but Affiliates may not sublicense these rights and their use must be consistent with the License terms contained in this agreement.

c. **When Licenses become perpetual.**

(i) **License only.** Registered Affiliate's right to run copies of any Product for which it orders only a License is temporary until the Registered Affiliate has paid for that License in full and Microsoft has collected such payment. Thereafter, Registered Affiliate will have a perpetual License to run the number of copies ordered in the version ordered.

(ii) **L&SA or Software Assurance.** Registered Affiliate's right to run copies of any Product for which it orders L&SA or Software Assurance is temporary until:

1) the Registered Affiliate has paid all installments of the price for such coverage and the Order or renewal term during which such Product Licenses were ordered has expired or been renewed or

2) the Registered Affiliate is otherwise eligible for perpetual Licenses as provided in this agreement.

Thereafter, the Registered Affiliate will have perpetual Licenses to run the Products ordered in the latest versions available as of the date of expiration, renewal, or termination (or any prior version) for the number of copies ordered or renewed.

(iii) **Subscription Licenses.** Subscription Licenses are not perpetual under any circumstances.

d. **Perpetual Licenses through Software Assurance.** Any perpetual Licenses received through Software Assurance supersede and replace the underlying perpetual Licenses for which that Software Assurance coverage was ordered. All perpetual Licenses acquired under this agreement remain subject to the terms of this agreement and the applicable Product Use Rights.

e. **Non-Perpetual Licenses.** Some Products may be licensed on a fixed term or subscription basis. The right to Use Products licensed on a subscription basis terminates upon expiration of the subscription agreement if it is not renewed.

f. **License confirmation.** This agreement, the applicable Order, the Registered Affiliate's Order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Registered Affiliate's evidence of all Licenses obtained under its Order as described in this agreement.

g. **Prior version rights.** A Registered Affiliate may run prior versions of any Product it Licenses under this agreement. A Registered Affiliate may run different language versions of any Product it Licenses under this agreement, provided that the License, L&SA, or Software Assurance for that different language version is available at the same, or lower price, than the price paid for the language version ordered of the same Product and License type.

5. *How to know what Product Use Rights apply.*

a. **Product Use Rights.** Microsoft publishes Product Use Rights for each version of each Product. The latest version of the Product Use Rights is available at http://www.microsoft.com/licensing/contracts.

(i) **Product Use Rights for current and future versions of Products.** The Product Use Rights in effect on the effective date of the agreement will apply to all Registered Affiliates' use of then-current versions of each Product, regardless of the date of the Order. For future versions, the Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the Product Use Rights for a particular version will not apply to Registered Affiliates' use of that version.

(ii) **Product Use Rights for earlier versions (downgrade).** If a Registered Affiliate runs an earlier version of a Product than the version that was current on the agreement effective

date, the Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any Product Use Rights specific to those components will apply to the Registered Affiliate's use of those components.

b. **Reservation of rights.** All rights not expressly granted are reserved by Microsoft. In lieu of Customer's obligation to indemnify Microsoft under various provisions of the Product Use Rights, Customer will be responsible for any cost or damages arising from any claim to which Customer's indemnity obligation would otherwise apply.

6. *How to order Product Licenses.*

a. **Placing Orders.** Registered Affiliate may purchase Licenses and Online Services Microsoft makes available under this program by placing Orders with Registered Affiliate's authorized Reseller. The price and payment terms for all Orders will be determined by agreement between Registered Affiliate and its Reseller. When placing orders, a Registered Affiliate must specify the country or countries where the Registered Affiliate will use the Licenses.

Microsoft may refuse to accept an Order if Microsoft has a business reason to do so. Microsoft may change the Products and subscription services available under this program.

b. **When is the Registered Affiliate eligible to order just Software Assurance?** A Registered Affiliate may order Software Assurance for copies of a Product, without the need to simultaneously order a new License for those copies, in each of the following circumstances:

(i) Registered Affiliate may order Software Assurance for copies of Products for which the Registered Affiliate has previously obtained perpetual Licenses through Upgrade Advantage, Software Assurance, or any similar upgrade protection, so long as the Order for Software Assurance under this Agreement becomes effective no later than one day following the expiration of that upgrade protection, and (2) Registered Affiliate submits an order for another term of Software Assurance for those Licenses prior to or at the expiration of the previous term.

(ii) During the term of the Agreement (including any renewal term), a Registered Affiliate may be eligible to order Software Assurance for copies of certain Products licensed through retail sources or from an original equipment manufacturer ("OEM"), provided that the Registered Affiliate places its Order within the required time frame. The Product List at http://www.microsoft.com/licensing/contracts identifies those Products that may be enrolled in Software Assurance and the applicable time frame for placing an Order.

(iii) A Registered Affiliate may also order Software Assurance in any other circumstances expressly permitted in the Product List.

(iv) A Registered Affiliate may renew Software Assurance ordered under this Agreement at the time it renews its Order as described in the section titled "How to renew an Order."

c. **How to confirm Orders.** Information about Orders, including an electronic confirmation of each Order, will be provided in a password-protected site on the World Wide Web at https://www.microsoft.com/licensing/servicecenter/ or a successor site that will be identified. Upon Microsoft's acceptance of this agreement, Registered Affiliate's contact identified for this purpose will be provided access to this site.

d. **Invoices and payments.** For any Orders for Software Assurance or L&SA, if the Registered Affiliate elects to spread its payments over three years rather than payment in a lump sum, it may make this election with its Reseller. In such cases, Microsoft will invoice the Registered Affiliate's Reseller in installments, the first installment upon receipt of the Order and subsequent installments on each anniversary of the Order or the Affiliate anniversary month. Any amounts for Licenses only (i.e. without accompanying Software Assurance) will be invoiced to the Registered Affiliate's Reseller in full upon receipt of the Order.

e. **Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

7. *Making copies of Products and re-imaging rights.*

a. **General.** The Registered Affiliate may make as many copies of the Products as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices), from master copies obtained from a Microsoft approved fulfillment source. The Registered Affiliate may use a third party to make these copies, but the Registered Affiliate agrees that it will be responsible for that third party's actions. The Registered Affiliate agrees to use reasonable efforts to make its employees, agents and any other individuals that it allows to use the Products aware that the Products are licensed from Microsoft and can only be transferred subject to the terms of this agreement.

b. **Copies for training, evaluation, and back-up.** The Registered Affiliate may (1) use up to 20 complimentary copies of any Product in a dedicated training facility on its premises, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations.

c. **Right to "re-image."** In certain cases, re-imaging is permitted using the volume licensing program Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), (2) as full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may be generally used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be owned from the source for each Product that is re-imaged.

(ii) The Product, language, version and components of the copies made must be identical to the Product, language, version and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) must be identical to the Product type from the separate source.

(iv) Any Product-specific requirements for re-imaging identified in the Product List.

(v) Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source. This subsection does not create or extend any warranty or support obligation.

8. *Transferring and reassigning Licenses.*

a. **License transfers.** License transfers are not permitted, except that Customer may transfer fully-paid perpetual licenses to:

Transferring Licenses to third parties. You may transfer fully-paid perpetual Licenses:

(i) if you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within

your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one if its affiliates as set forth in (a) above, a reorganization, or a consolidation.

Customer must notify Microsoft of a transfer of license by completing a transfer notice form, which can be obtained from http://www.microsoft.com/licensing/contracts and send the completed form to Microsoft before the license transfer. No License transfer will be valid unless Customer provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.

b. **Internal Reassignment of Licenses and Software Assurance.**

(i) **For Products other than the desktop operating system upgrade**. For Products other than the desktop operating system upgrade, Registered Affiliate may internally reassign Licenses to an Affiliate. However, Registered Affiliate may not reassign Licenses on a short-term basis (90 days or less), or reassign Software Assurance or other upgrade coverage separately from the underlying License, except as provided otherwise in this agreement.

(ii) **For desktop operating systems**. The Registered Affiliate may not reassign desktop operating system upgrade Licenses from one computer to another. The Registered Affiliate may internally reassign Software Assurance coverage on desktop operating systems upgrades from the original computer to a replacement computer internally, as long as (1) the replacement computer is licensed to run the latest version of that operating system, and (2) the Registered Affiliate removes any desktop operating system upgrades from the original computer.

9. *Term and termination.*

a. **Term.** This agreement will remain in effect unless it is terminated by either party as described below.

b. **Termination without cause.** Either party may terminate this agreement without cause upon 60 days written notice. Such termination will merely terminate either party's and its Registered Affiliates' ability to place Orders under this agreement. Such termination will not affect any Orders not otherwise terminated, and any terms of this agreement applicable to any Orders not otherwise terminated will continue in effect with respect to that Order.

c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. **Termination for breach.** Either party to an Order may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to pay amounts owed. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure. If Microsoft gives such notice to a Registered Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to assist in attempting to resolve the problem. If the problem also affects other Affiliate registrations and cannot be resolved between Customer and Microsoft within a reasonable period of time, Microsoft may also terminate this agreement and all other Affiliate registrations under it, unless the basis for termination of the registration is non-appropriation of funds to the registered affiliate, in which event Microsoft may only terminate the affected registration(s). If a Registered Affiliate ceases to be an

Affiliate of Customer, Customer must promptly notify Microsoft of this fact, and Microsoft may terminate the divested Registered Affiliate's registration.

e. **Affiliate termination.** If (1) a Registered Affiliate terminates its registration as a result of a breach by Microsoft, or (2) if Microsoft terminates Registered Affiliate's registration because it has ceased to be an Affiliate of Customer, or (3) Registered Affiliate terminates a registration for non-appropriation of funds, or (4) Microsoft terminates a registration for non-payment due to non-appropriation of funds,, then the Registered Affiliate will have the following options with regard to any Orders it has under the agreement:

   (i) For Licenses available on a perpetual basis, it may immediately pay the total remaining amount due, including all installments, in which case the Registered Affiliate will have perpetual Licenses for all copies of the Products it has ordered, or

   (ii) It may pay only amounts due as of the termination date, in which case the Registered Affiliate will have perpetual Licenses for:"

      1) all copies of all Products for which payment has been made in full (including the latest version of Products under Software Assurance coverage), and

      2) the number of copies of Products it has ordered (including the latest version of Products under Software Assurance) for which payment has been made in installments that is proportional to the total of payments made versus total amounts due if the early termination had not occurred.

   Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated registration.

f. **Effect of termination.** When this agreement, a registration or an Order is terminated,

   (i) Each affected Registered Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an Order. Except for the options provided above in the event of termination of a Registered Affiliate's registration, any and all unpaid payments or any order of any kind, including subscription services, immediately become due and payable.

   (ii) Registered Affiliate's right to Software Assurance benefits under this agreement ends for all Software Assurance for which payment has not been made in full.

10. How to renew an Order.

Microsoft will provide prior notice of expiration of any Software Assurance ordered under the agreement advising Customer of its Software Assurance renewal options. Microsoft may make a change to this program that will make it necessary for Customer to enter into a new agreement to renew Software Assurance.

To maintain Software Assurance coverage for any copies previously ordered under this agreement, Registered Affiliate must submit an Order for another term of Software Assurance for those Licenses prior to or on the expiration of the previous term.

Consequences of non-renewal. If Registered Affiliate elects not to place another Order for Software Assurance and it otherwise allows Software Assurance for any copies of any Products licensed to lapse, then the Registered Affiliate will not be permitted to order Software Assurance for those copies later without first acquiring L&SA.

Renewing Software Assurance. If Registered Affiliate is placing an Order for Software Assurance from multiple Select programs or is consolidating multiple previous Enrollments or agreements into this agreement, please complete the multiple previous Enrollment form.

11. *Restrictions on use.*

Registered Affiliate must not:

a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;

b. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation; or

c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted by this Agreement, the Product Use Rights, or in a separate written agreement

12. *Confidentiality.*

To the extent permitted by applicable law, the terms and conditions of this Agreement is confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy.

a. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.

b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:

(i) is, or becomes, publicly available without a breach of this agreement;

(ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;

(iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;

(iv) is independently developed; or

(v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. **Treatment of Confidential Information.**

(i) **In general.** Subject to the other terms of this agreement, each party agrees:

1) it will not disclose the other's Confidential Information to third parties; and

2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) Security precautions. Subject to the other terms of this agreement, each party agrees:

1) to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information;

2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and

3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) Sharing Confidential Information with Affiliates and representatives.

1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.

2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:

A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and

B. accept responsibility for each Representative's use of Confidential Information.

3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) Disclosing Confidential Information if required to by law. Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

d. Length of Confidential Information obligations. Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

13. Warranties.

a. Limited warranty. Microsoft warrants that:

(i) Online Services will perform in accordance with the applicable Service Level Agreement;

(ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and

b. Limited warranty term. The limited warranty for:

(i) Online Services is for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;

(ii) Products other than Online Services is one year from the date Customer first uses the Product; and

c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;

(ii) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;

(iii) the limited warranty does not apply to components of Products that Customer is permitted to redistribute;

(iv) the limited warranty does not apply to free, trial, pre-release, or beta products; and

(v) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Customer notifies Microsoft within the warranty term, then Microsoft will:

(i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;

(ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**

14. *Defense of infringement, misappropriation, and third party claims.*

a. **Microsoft's agreement to protect.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Enrolled Affiliate's exclusive remedy for these claims.

b. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or award is based on:

(i) Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to, or any specifications or materials Enrolled Affiliate provides or makes available for, a Product or Fix. ;

(ii) Enrolled Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process; ;

(iii) Enrolled Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this agreement or any agreement incorporating its terms or;

(iv) Enrolled Affiliate's use of a Product or Fix after Microsoft identifies Enrolled Affiliate to discontinue that use due to a third party claim.

To the extent permitted by applicable law, Enrolled Affiliate will be responsible Microsoft for any costs or damages that result from any of the above actions.

c. Enrolled Affiliate's agreement to protect. To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

(i) any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret;or

(ii) Arises from violation of the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims.

d. Rights and remedies in case of possible infringement or misappropriation.

(i) Microsoft's offerings. If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Enrolled Affiliate the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Enrolled Affiliate to discontinue use of the prior version, which Enrolled Affiliate must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Enrolled Affiliate's license or access rights in the Product or Fix. In such a case, Microsoft will provide Enrolled Affiliate with notice and refund any amounts Enrolled Affiliate has paid for those rights to the Product or Fix (or for Online Services, any amount Enrolled Affiliate has paid in advance for unused Online Services).

(ii) Customer Data or use of non-Microsoft software with Online Services. If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Enrolled Affiliate the Online Services violates their intellectual property rights, Microsoft may ask Customer to remove the allegedly infringing item. If Enrolled Affiliate fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.

e. Obligations of protected party. Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Enrolled Affiliate promptly in writing of a claim subject to the Subsection titled "Customer's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

15. Limitation of liability.

a. Limitation on liability. To the extent permitted by applicable law, the liability of each party, its Affiliates, and its Contractors arising under this agreement is limited to direct damages up to (1) for Products other than Online Services, the amount Customer paid for the Product giving rise to that liability and (2) for Online Services, the amount Customer was required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Products provided free of charge, or code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S.

$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these monetary limitations will not apply to:

(i) Microsoft's and Customer's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";

(ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");

(iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Customer paid for the Online Service giving rise to that liability during the prior 12 months;

(iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and

(v) violation by either party of the other party's intellectual property rights.

b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."**

c. **Affiliates and Contractors.** Neither Microsoft nor Customer shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their behalf in this agreement. Each party will indemnify the other in the event of any breach of this provision.

16. Verifying compliance.

a. **Right to verify compliance.** Customer must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for the Products, at Microsoft's expense.

b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.

c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no

unlicensed use, Microsoft will not undertake another verification of the same Customer for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

17. *Non-Microsoft Software or Technology.*

a. Registered Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolls use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Registered Affiliate under the open source licenses used by the third parties that own such code, not by Microsoft.

b. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes, through its actions (e.g., through Registered Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Registered Affiliate.

c. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the agreement.

18. *Miscellaneous.*

a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, or fax to the addresses and numbers listed in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery.

Copies should be sent to:
Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA Via Facsimile:(425) 936-7329

b. **Assignment.** Either party may assign this agreement to an Affiliate only. Assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement, it must notify the other party of the assignment in writing.

c. **Subcontractors.** Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this agreement.

d. **Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

e. **Waiver.** A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

f. **Applicable law; dispute resolution.** The terms of this agreement will be governed by the laws of Registered Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of Registered Affiliate's state.

g. **This agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.

h. **Entire agreement.** This agreement, the Product List, all registrations under this agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the accompanying signature form; (2) the Product List; (3) the Product Use Rights; (4) all registrations under this agreement; and (5) all Orders submitted under this agreement. The terms of any purchase order or any general terms and conditions Customer maintains do not apply.

i. **Survival.** Provisions regarding ownership and License rights, fees, Product use rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, open source license restrictions, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement and of any agreement in which they are incorporated.

j. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.

k. **Free Products.** It is Microsoft's intent that the terms of this agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Registered Affiliate is for the sole use and benefit of the Registered Affiliate, and is not provided for use by or personal benefit of any specific government employee.

l. **Amending the agreement.** This agreement (except the Product List and the Product Use Rights) can be changed only by an amendment signed by both parties.

m. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

n. **Privacy and Security.** Microsoft and Enrolled Affiliate will each comply with all applicable privacy and data protection laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Enrolled Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

   The personal information Enrolled Affiliate provides in connection with this agreement will be processed according to the privacy statement available at https://www.microsoft.com/licensing/servicecenter (see footer), except that Product-specific privacy statements are in the Product use rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce

regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

For Online Services, additional privacy and security details are in the Product use rights.

o. **Natural disasters.** In the event of a "natural disaster", Microsoft may provide additional assistance or rights by posting on http://www.microsoft.com at such time.

p. **Copyright violation.** Except as set forth in section above entitled "Transferring and reassigning Licenses", the Registered Affiliate agrees to pay for, and comply with the terms of this agreement and the Product Use Rights, for the Products it uses. Except to the extent Registered Affiliate is licensed under this agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this agreement for unlicensed use.

q. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Customer will comply with all U.S. Export Administration Regulations and International Traffic in Arms Regulation requirements as well as all end-user, end-use, and destination restrictions issued by the U.S. and other governments applicable to this agreement. For additional information, see http://www.microsoft.com/exporting.

AGENDA ITEM NO. 5

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 1, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF REPEAL AND REPLACEMENT OF THE COMMUNITY SERVICES MANAGER CLASSIFICATION SPECIFICATIONS**

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

RESOLUTION NO. 2026-96 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF COMMUNITY SERVICES MANAGER CLASSIFICATION SPECIFICATIONS

BACKGROUND:
As part of the City's ongoing efforts to maintain an effective classification and compensation structure, Human Resources conducted a review of the Job Duties, Education, Training, and Experience sections of the Community Services Manager job description. This review identified several areas requiring updates to better reflect current operational needs and address changes that have occurred within the department over time. The Community Service Manager class specifications have not been updated since June 2015. Also, FY26-27 is the first time this position has been funded in several years.

On August 12, 2026, the Human Resources Commission approved updates to the Community Services Manager classification, including repealing and replacing the job description and updating the salary range to align it with the salary schedule that was approved as part of the Memorandum of Understanding (MOU) with the Mid-Management Employees' Association (MMEA).

DISCUSSION:
Amendments to the job description include:

- Provides assistance to the Assistant City Manager and the Deputy Director of Community Services.
- Prepares the annual applications for grants. This responsibility includes grant administration in accordance with grant requirements for Community Development Block Grant Funds related to Recreation/Community Services, recreation grants, and other community service-oriented grants.
- Represents the Deputy Community Services Director in his/her absence regarding Community Services issues.
- Assists with the coordination of the Community and Senior Services Commission, Youth Council, and community meetings as assigned.

Typical Qualifications (Minimum Requirements):

Education:

Graduation from an accredited college or university with a Bachelor's degree in public administration, business administration, recreation and leisure services, or a field closely related.

Experience:
Minimum of three (3) years of progressively responsible professional experience in recreation or community services.

At least three (3) years of supervisory or management experience, demonstrating responsibility for leading staff and overseeing operations.

Substitution:
Qualifying experience may be substituted for the required Bachelor's degree on a year-for-year basis, for a total of up to four (4) years.

Any combination of education, training, and experience that provides the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining these qualifications includes the education, experience, and substitution provisions listed above.

Salary Range
The salary range has been updated to align with the figures outlined in the MOU for the MMEA salary schedule. The salary range is established at $82,488 - $118,128.

A redline showing the changes to the job description is included as Attachment No. 4.

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: Carmelita Underwood, Director of Human Resources/Risk Management Department
Additional Approval: Roxanne E. Lerma, Assistant City Manager

---

Fiscal Impact

FISCAL IMPACT:
There is no fiscal impact related to updating the job description. The Community Services Manager position was approved as part of the FY 2026/2027 budget.

Attachments

Attachment No. 1 - Resolution No. 2026-96
Attachment No 2 2026 08 12 Human Resources Commision Metting
Attachment No. 3 Mid-Management MOU
Attachment No. 4 - Redline of Current Specifications

CITY COUNCIL GOALS & OBJECTIVES: Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

RESOLUTION NO. 2026-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE REPEAL AND REPLACEMENT OF THE COMMUNITY SERVICES MANAGER CLASSIFICATION SPECIFICATIONS

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

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

WHEREAS, the Community Services Manager class specifications have not been updated since June 2015; and

WHEREAS, the Human Resources Department has reviewed the class specifications for the Community Services Manager classification and has proposed revisions to such specifications as set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, on August 12, 2026, the Human Resources Commission reviewed and approved the revised class specifications for the Community Services Manager classification; and

WHEREAS, the City Council desires to approve the repeal and replacement of the class specifications for the Community Services Manager classification.

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

SECTION 1. The City Council hereby approves the repeal of the existing class specifications for the Community Services Manager classification.

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

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 1st day of September, 2026.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK, CMC of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2026-96 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 1st day of September, 2026, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

EXHIBIT A

CLASSIFICATION SPECIFICATIONS

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	COMMUNITY SERVICES MANAGER
Bargaining Unit:	MID-MANAGEMENT EMPLOYEES'ASSOCIATION
Class Code:	CS MGR
Salary Grade:	MM19
Salary:	$82,488.00 - $118,128.00
FLSA:	EXEMPT
Date Established:	AUGUST 12, 2026

JOB SUMMARY

Under administrative direction, administers a variety of programs offered through the Community Services Department; participates in City activities involving human services, recreation services, social services or cultural services programs for groups and individuals; and does related work as required. Provides assistance to the Assistant City Manager and the Deputy Director of Community Services.

EXAMPLES OF DUTIES

Essential Functions:

1. Prepares the annual applications for grants. This responsibility includes grant administration in accordance with grant requirements for Community Development Block Grant Funds related to Recreation/Community Services, recreation grants and other community service-oriented grants.
2. Plans, develops and implements programs and goals for comprehensive human services, recreation services, social services or cultural services programs to serve the needs of City residents.
3. Supervises staff involved in the daily administration of community services programs and is responsible for the selection, training and evaluation of staff.
4. Prepares and monitors the budget for various programs and funds that support the operation of Community Services activities for conformance with authorized spending levels and propriety of expenditure.
5. Reconciles program expenditures, budgets, and grant records, authorizes and maintains records and works with federal, state and local representatives to assure compliance with funding guidelines.
6. Manages the development of programs designed to aid individuals (from children to seniors) and a broad range of community groups in the areas of social interaction, recreation and leisure, community participation and access to community resources.
7. Makes presentations and prepares financial, performance, and other necessary reports on various Departmental programs.
8. Conducts research and interacts with various public and private agencies in the resolution of issues regarding human services, recreation services, social services or cultural services programs.

9. Coordinates with other City departments and agencies on community service programs.
10. Represents the Deputy Community Services Director in his/her absence regarding community service issues.
11. Assists with the coordination of Community and Senior Services Commission, Youth Council and community meetings as assigned.

GENERAL QUALIFICATIONS

Required Knowledge:

Thorough knowledge of the theory, techniques and methods of organizing community services activities; knowledge of community organizations; knowledge of federal, state and local government laws and regulations; personnel administration, human service and social programming; modern methods of financing, budgeting, and facility development, rehabilitation and management.

MINIMUM REQUIREMENTS

Education:

Graduation from an accredited college or university with a Bachelor's degree in public administration, business administration, recreation and leisure services, or a field closely related.

Experience:

- Minimum of three (3) years of progressively responsible professional experience in recreation or community services.
- At least three (3) years of supervisory or management experience, demonstrating responsibility for leading staff and overseeing operations.

Substitution:

Qualifying experience may be substituted for the required Bachelor's degree on a year-for-year basis, for a total of up to four (4) years.

Any combination of education, training, and experience that provides the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining these qualifications includes the examples listed above.

PHYSICAL REQUIREMENTS

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment. Assignments for this category require moderate physical exertion associated with the ability to lift, carry, push, pull or climb.

OTHER / SPECIAL REQUIREMENTS

Licenses: Possession of or ability to obtain a valid California Class C Driver's License with a satisfactory driving record is required prior to appointment.

SUPPLEMENTAL INFORMATION

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

ATTACHMENT NO. 2

CITY OF WEST COVINA
HUMAN RESOURCES COMMISSION

WEDNESDAY, August 12, 2026, 6:00 PM
REGULAR MEETING

WEST COVINA CITY HALL
MANAGEMENT RESOURCE CENTER (MRC) ROOM 314
WEST COVINA, CALIFORNIA 91790

MINUTES

Chairman - Henry Torres
Vice Chair -
Commissioner - Dr. Deirdre Carlock
Commissioner - Rosa Franco
Commissioner – Eddie Gomez
Commissioner - Sergio Verceles

AMERICANS WITH DISABILITIES ACT
The Commission complies with the Americans with Disabilities Act (ADA). If you will need special assistance at Commission Meetings, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8:00 a.m. to 5:00 p.m. Monday through Thursday, at least 48 hours prior to the meeting to make arrangements.

AGENDA MATERIAL
Agenda material is available for review at the West Covina City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue 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 Commission 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 during normal business hours.

PUBLIC COMMENTS
ADDRESSING THE COMMUNITY AND SENIOR SERVICES COMMISSION

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

Please identify on the speaker card whether you are speaking on an agenda item or non-agenda. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. All comments are limited to three (3) minutes per speaker.

CALL TO ORDER at 6:11 p.m. by Chair Torres.

INVOCATION- Chair Torres

PLEDGE OF ALLEGIANCE- Chair Torres

ROLL CALL:

Commissioners Torres, Carlock, Gomez.
Staff Present: Milan Mrakich / City Manager, Roxanne E. Lerma / Assistant City Manager, Lisa Sherrick Assistant City Clerk, Roderick Wells / HR Manager, Kevin Richard / HR Analyst

CLOSED SESSION

None.

REPORTING OUT FROM CLOSED SESSION

None.

ORAL COMMUNICATIONS - Three (3) minutes per speaker

None.

CHANGES TO THE AGENDA

None.

APPROVAL OF MEETING MINUTES 7/8/2026 MEETING

Motion to Approve: Commissioner Carlock
Second: Commissioner Gomez
Motion to approve passes 3-0

ACTION ITEMS TO CITY MANAGER/CITY COUNCIL

None.

1) **July 8, 2026, Human Resources Commission Meeting Minutes**

Motion to Approve Minutes.

Motion By: Commissioner Carlock, Second by: Commissioner Gomez, motion to approve carried by a vote of 3 to 0 with 2 absences.

AYES: Commissioners Carlock, Torres, and Gomez.
NOES: None.
ABSENT: Two (2) Commissioners Franco and Verceles.
ABSTAIN: None.

NEW BUSINESS

2) CONSIDERATION OF AN UPDATE TO THE COMMUNITY SERVICES MANAGER JOB DESCRIPTION AND AUTHORIZATION FOR A GLOBAL UPDATE, AS APPLICABLE, TO EDUCATION AND EXPERIENCE REQUIREMENTS FOR MID- MANAGEMENT EMPLOYEES

COMMUNITY SERVICES MANAGER JOB DESCRIPTION UPDATE:
Motion By: Commissioner Carlock, Second by: Commissioner Torres, motion carried by a vote of 2 to 1 with 2 absences.

AYES: Commissioners Carlock, and Torres.
NOES: Commissioner Gomez.
ABSENT: Two (2) Commissioners Franco and Verceles.
ABSTAIN: None.

AUTHORIZATION FOR A GLOBAL UPDATE, AS APPLICABLE, TO EDUCATION AND EXPERIENCE:
Motion By: Commissioner Gomez, Second by: Commissioner Torres, motion carried by a vote of 3 to 0 with 2 absences.

AYES: Commissioners Carlock, Torres, and Gomez.
NOES: None.
ABSENT: Two (2) Commissioners Franco and Verceles.
ABSTAIN: None.

DIRECTOR'S REPORT:

None.

COMMISSIONERS REPORTS:

None.

ADJOURNMENT at 6:59 p.m. by Chair Torres.

Upcoming Human Resources Commission Meeting

Regular Meeting, October 14, 2026, 6:00 PM
Regular Meeting, December 9, 2026, 6:00 PM

Signature: _____ Date**:** _____
Kevin Richard, HR Analyst

RESOLUTION NO. 2025-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE CITY OF WEST COVINA MID-MANAGEMENT EMPLOYEES' ASSOCIATION (MMEA) 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 City of West Covina Mid-Management Association (MMEA) expired on June 30, 2024; and

WHEREAS, the City and the MMEA 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 MMEA 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 City of West Covina Mid-Management Employees' Association (MMEA), 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 Attorney.

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

APPROVED AND ADOPTED this 18th day of November, 2025.

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-86 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of November, 2025, by the following vote of the City Council:

AYES: Cantos, Diaz, Gutierrez, Lopez-Viado, Wu
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING



MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF WEST COVINA

AND

CITY OF WEST COVINA

MID-MANAGEMENT EMPLOYEES' ASSOCIATION

JULY 1, 2024 THROUGH JUNE 30, 2028

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ARTICLE ONE

RIGHTS AND RESPONSIBILITIES

I. PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as MOU or Agreement interchangeably) has been prepared pursuant to the terms of the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and the West Covina Personnel Rules, as amended, which is hereby incorporated by reference. This Agreement has been executed by representatives of the City of West Covina (hereinafter referred to as "City") on behalf of the City; and Representatives of the West Covina Mid-Management Employees Association, (hereinafter referred to as "Association"), representing the Mid-Management Unit Employees; and pursuant to Government Code 3500, as amended, et seq., and hereby satisfies the City's duty to meet and confer with the Association during the life of this agreement.

II. GENDER

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

III. RECOGNITION

A. WCMMEA Recognized Employee Organization — Mid-Management Unit Employees

Pursuant to the previsions of the City of West Covina Municipal Code, Employee Organization, Article V Section 2-205 through 2-228, and the City of West Covina Personnel Rules, as amended, the City recognizes the representatives of the WCMMEA as the exclusive recognized employee organization on behalf of all full-time salaried Mid-Management Unit employees of the City of West Covina.

B. Exclusions

Those classifications and positions excluded include employees designated as management, general, public safety, or hourly.

C. Classifications Recognized

Specific classifications recognized by the City of West Covina being represented by the West Covina Mid-Management Employees Association listed in Appendix "A" of this agreement.

IV. ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Association and Employee Rights

The City and the Association shall comply with the provisions of Government Code 3500, as amended, or any subsequent State law governing meet and confer rights of employee organizations. The parties further agree that during the term of this Memorandum of Understanding, each party shall retain those rights respectively vested by local, state and federal law, which cannot otherwise be waived by this Agreement.

B. Payroll Deduction

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

C. Indemnification

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

D. Association Benefit Plans - Dues

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

E. Association Representation Responsibilities

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

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

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

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

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

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

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

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

G. Release Time-Grievances

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

H. Bulletin Boards

1. The City may pen-nit the Association to use certain designated bulletin boards approved by management located at City facilities to post Association related information including reasonable use of e-mail or fax.

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

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

V. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Management Rights

The City continues to reserve, retain, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been expressly abridged by specific provisions of the Memorandum of Understanding or by law, to manage the City for the citizens of West Covina, as such rights existed prior to the execution of the Memorandum of Understanding. The City continues to reserve and retain solely and exclusively all rights of management, including those City rights set forth in the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205-216, and Personnel Rules, as amended, and including but not limited to the following rights:

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

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

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

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

5. To determine methods of financing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Authority of Third Party Neutral

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

C. Impact of Management Rights

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

VI. NO STRIKE/JOB ACTION PROVISION

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

A. Prohibited Conduct

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

B. Employee Termination

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

C. Association Responsibilities

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

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

ARTICLE TWO

SALARIES AND COMPENSATION

I. SALARY SCHEDULE

Effective within thirty (30) days after City Council approval of this MOU, members of the Mid-Management bargaining unit shall receive a one-time, non-PERSable payment of seven hundred dollars ($700.00) pro-rata, based upon date-of-hire effective July 1, 2024. The bargaining unit members will receive this one-time payment on a check separate from their regular paycheck.

Effective the first full pay period following July 1, 2025, a two percent (2%) COLA shall be applied to all Mid-Management Unit salary schedules and a new Step 6 commensurate with a three percent (3%) increase shall be added to such salary schedules. Bargaining unit members would be eligible for such new step increase, if applicable, on their anniversary date following this effective date.

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

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

II. SALARIES ROUNDED OFF

All salaries shall be rounded to the nearest whole dollar.

III. SALARY ADMINISTRATION

A. Specific Information in Personnel Rules

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

B. Effective Date of Step Increases and Extra Compensation

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

C. Right to Raise Salaries, Other Compensation and Benefits

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

D. Base Salary

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

E. Extra Pay/Compensation

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

F. Y-Rating

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

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

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

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

IV. Deferred Compensation

A. Mid-Management Unit Employees

1. The City shall contribute for each Mid-Management unit employee, one hundred fifty dollars ($150.00) per month to a deferred compensation plan.

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

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

V. Bilingual Allowance

A. Eligibility

1. The department head shall designate certain eligible unit employees to receive bilingual pay, who have been certified by the Human Resources

Department as possessing the skills necessary to communicate effectively in English and a second language with the public in order to conduct the business of the City.

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

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

B. Compensation

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

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

C. Limitations

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

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

VI. Acting Pay Assignment

A. Eligibility

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

2. An acting appointment may be made to a higher class or position occupied by a person on temporary leave, disability, or if the position is vacant. Such acting appointment made to a higher class or position occupied by a person

on a temporary leave or disability shall not exceed twelve (12) months, unless extension is approved by the City Manager. An acting appointment made to a vacant position during recruitment for a permanent employee to fill the position shall no exceed 960 hours in a fiscal year. (Government Code section 20480.) Acting appointments shall be made from existing promotional lists, if available.

3. Should no promotional eligibility list exist, acting appointments shall be made in accordance with the provisional appointments section of the Personnel Rules, except as approved by the City Manager. Upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume regular duties, compensation and privileges as if he/she had continued his/her duties in his/her regular classification.

B. Compensation

1. **Employees**

All Unit employees serving in an acting status, will be paid five percent (5%) above their base salary immediately effective upon the City Manager's approval, provided such acting appointments are made in writing by Management with a copy to the Human Resources Department.

2. Limitations Appointments to Higher Level Positions

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

VII. Limitation on Assignments

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

VIII. PERS Retirement Benefits

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

A. Unused Sick Leave

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

B. PERS RETIREMENT FORMULAS

Tier One "Classic" PERS Members – 2.5% at age 55 (West Covina Employees Hired Prior to January 1, 2011)

Unit members classified as miscellaneous employees by PERS shall participate in the 2.5% at age 55 PERS retirement benefit plan. The City shall pay 100% of the

PERS employer cost. Each employee shall pay the full employee cost of eight percent (8%). Such contribution shall be made on a pre-tax basis.

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

Tier Two “Classic” PERS Members – 2% at age 60

Unit members classified as miscellaneous employees by PERS hired between January 1, 2011, and January 1, 2013, or having reciprocity with another PERS agency shall participate in the 2% at age 60 PERS retirement benefit plan. The

City shall pay 100% of the PERS employer cost. Each employee shall pay the full employee cost of seven percent (7%). Such contribution shall be made on a pre-tax basis.

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

“New” PERS Members – 2% at age 62

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

Cost-Sharing

As of July 1, 2023, classic and new members shall pay an additional 3% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f). The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution as described above shall continue.

C. 4th Level Survivor Benefits

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

D. Military Buy Back

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

ARTICLE THREE

WORK WEEKS/SCHEDULES/OVERTIME/COMPENSATORY TIME

I. HOURS OF WORK POLICY

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

II. WORK PERIODS

A. 7-Day Work Week

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

B. Work Schedules — Unit Employees

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

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

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

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

D. 9/80 Work Schedule and Work Week

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

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

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

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

III. TIME WORKED

A. Maximum Time Worked — 7-Day Work Period

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

IV. CHANGE IN WORKING HOURS

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

V. BREAKS — REST PERIODS

A. Two 15-Minute Breaks — Rest Periods

1. Number of Breaks

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

2. Non-accumulative

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

3. Not Used at Beginning and End of Workshift

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

B. Rest Period Procedure

1. Scheduled Not to Impair Service

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

2. Length of Rest Period

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

VI. OVERTIME - COMMUNICATIONS SUPERVISOR AND DEPUTY FIRE MARSHAL

A. Overtime Policy

It is the policy of the City of West Covina to avoid the necessity for overtime work whenever possible. However, when overtime is necessary for employees who are eligible for overtime and not administrative leave and when approved by supervisor

or manger, payment will be paid or compensatory time accrued at time and one- half for all hours worked in excess of the normal daily work shift. Jury duty shall be considered hours worked.

B. Overtime Authorization

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

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

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

VII. USE OF COMPENSATION TIME- COMMUNICATION SUPERVISOR AND DEPUTY FIRE MARSHALL

A. . Compensatory Time Off

Compensatory time off shall be capped at one hundred (120) hours. Any Accrued Comp Time in excess of 120 hours shall be paid out within 30 days of accrual. The prior provision allowing for accumulation or use of Comp Time beyond this limit is hereby eliminated.

VIII. TIME WORK INCREMENTS — COMMUNICATIONS SUPERVISOR AND DEPUTY FIRE MARSHAL

E. Increments — Less Than One Hour

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

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

2. Incidental Overtime — Not Compensable

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

F. Increments Over One Hour

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

IX. EMERGENCY OVERTIME REQUIREMENT

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

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

A. Call-Back

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

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

B. Stand-By

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

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

3. Unit employees required to serve on stand-by for a period of one week (7 calendar days) will be compensated with ten (10) hours of pay. Those employees on the stand-by schedule who serve less than seven (7) calendar days will be compensated on a pro-rata basis at the rate of 1.43 hours per day served.

C. Court Standby "On-Call"

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

XI. CALL-BACK COMPENSATION

Communications Supervisors and Deputy Fire Marshal Call-Back

Communications Supervisors and Deputy Fire Marshal required to return to work while on regularly scheduled time off, shall receive a minimum of two (2) hours pay at the rate of time-and-one-half.

XII. COMMUNICATIONS SUPERVISORS COURT STAND-BY

A. Compensation Per Occurrence

Communications Supervisors who are placed on stand-by by the courts shall be paid forty dollars ($40) per occurrence provided such stand-by occurs outside of the employee's regular assigned work shift.

ARTICLE FOUR

FRINGE BENEFITS

I. FRINGE BENEFITS ADMINISTRATION PROVISION

A. Administration

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

B. Selection and funding

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

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

C. Changes

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

II. CAFETERIA PLAN

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

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

A. Health Insurance

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

2. All employees hired on or after July 1, 2012, who do not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of three hundred dollars ($300). This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

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

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

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

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

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

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

B. Dental Insurance

In addition to the above amount for medical insurance, the cafeteria amount shall also include up to $62.23 monthly for dental insurance for the member and eligible dependents. If the dental insurance plan selected by the member is less than

$62.23, the cafeteria amount shall be the cost of the dental insurance plan selected. If the dental insurance plan selected by the member is equal to or more than $62.23 per month, the cafeteria amount shall be $62.23.

C. Vision Insurance

In addition to the above amounts for medical and dental insurance, the cafeteria amount shall also include the employee and family monthly cost for vision insurance.

III. RETIREE HEALTH BENEFIT — CITY'S MONTHLY CONTRIBUTION

A. City Contribution Amount

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

B. If City No Longer in PERS Health Plan

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

IV. RETIREE DENTAL INSURANCE BENEFIT

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

V. EMPLOYEE HEALTH BENEFITS COMMITTEE

A. New Health Benefit Plan — Meet and Confer

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

VI. RETIREE HEALTH SAVINGS PLAN

**** The RHS Plan will be subject to regulatory and provider regulations ****

A. Employee Contribution $25 per month minimum

B. Employer Contribution $100 per month

C. Employer Lump Sum RHS Contribution:

1. Employee must be a full-time West Covina City employee as of July 1, 2006 to qualify for this benefit
2. Employee must take a service or disability retirement from the City of West Covina to qualify for this benefit.
3. A lump sum RHS contribution to the Plan to be paid by the City at the time of the qualifying employee's retirement (In the event of death prior to retirement lump sum paid immediately to spouse/dependents from the Plan.)
4. To obtain the lump sum benefit employee must retire from the City of West Covina by July 1, 2017, or after the first pay period following the employee's 62th birthday, whichever comes first. Unit employees who are age 62 within the first six months of the program shall have six months beyond their 62th birthday to retire before losing any lump sum entitlement.
5. Employees working beyond the sunset provisions under section C4 above will have their lump sum amount reduced by $900 each year after the 10-year/age 62 provision until they retire.
6. AMOUNT OF BENEFIT

*Employee's Years of Service **As of 7/1/07**	Amount of **Lump Sum Payment**
5 — 9 years	$200 per year
More than 9 years — 14 years	$400 per year
More than 14 years – 19 years	$600 per year
More than 19 years	$800 per year
	(maximum benefit $25,000)

* Break in service cannot exceed one year to qualify for continuous full-time service credit. Part-time hours do not count toward service credit.

VII. SECTION 125 PLAN

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

B. It is understood by the parties that participation in the Plan is voluntary for

employees and the City will not be obligated to contribute to pay any employee costs who participate in the Plan.

VIII. LIFE INSURANCE

A. Term Policy - Mid-Management Unit Employees

The City shall provide all mid-management unit employees a term life insurance policy in the amount of $100,000 while employed and a post-retirement death benefit of $10,000.

IX. LONG TERM DISABILITY INSURANCE

A. Benefit

The City shall provide for all unit employees a long term disability insurance (LTD) plan, which provides sixty percent (60%) of monthly earnings, to a maximum benefit of $5,000 per month. Coverage becomes effective on the later of: 1) 180 days; or 2) the date your accumulated sick leave payments end, if applicable. Coverage after 90 days may be purchased by the employee through payroll deduction.

B. More Specific Information

More specific information is set forth in the City of West Covina's Group Long Term Disability Plan booklet, available in the City's Risk Management Department.

X. UNIFORM ALLLOWANCE

Senior Code Enforcement Officers, Communications Supervisors, Deputy Fire Marshals, Forensic Specialist Supervisors, Code Enforcement Supervisors, Records Supervisors, Records Manager and the Communication Managers shall receive a Uniform Allowance of six hundred dollars ($600) per year. Such allowance shall be paid in the month of January of each year.

XI. UNIFORM REQUIREMENTS

Unit employees who are required to wear uniforms or who are provided uniform allowance must wear uniform on duty unless permission to do otherwise has been received from the immediate supervisor. Employees who are on duty and do not comply with uniform requirements shall be subject to disciplinary action.

XII. TUITION REIMBURSEMENT PROGRAM

A. Maximum Reimbursement — Mid-Management Employees

Mid-Management unit employees' maximum annual tuition reimbursement (including books) shall be one thousand five hundred dollars ($1,500.00) per fiscal year.

B. Administrative Policy

The specific details of the Tuition Reimbursement Program are set forth in Administrative Policy approved on August 13, 1992, and as amended thereafter.

C. Reimburse City If Terminate Within Two Years — Mid-Management Employee

1. Any Mid-Management employee who received tuition reimbursement and terminates (excluding layoffs) within two (2) years after receiving reimbursement must pay back reimbursed monies to City at termination.

2. Mid-Management employee reimbursement shall be based on pro-rated monthly basis over a 24-month period.

XIII. MILEAGE REIMBURSEMENT — PRIVATE VEHICLE

A. Using Private Vehicles for Approved City Business

The City shall pay mileage reimbursement for City employees using private vehicles for authorized City business approved by management.

B. Mileage Reimbursement Rate

The mileage reimbursement rate shall be the rate set forth by the IRS.

C. Administrative Policy

The specific details of the mileage reimbursement policy is set forth in Administrative Policy approved on February 8, 2003, and amended thereafter.

XIV. STATE DISABILITY INSURANCE

The City agrees to make available at the employee's expense, SDI as provided through the State of California. This provision is new for FY 2014-2015 and will be implemented within 30 days of passage by the City Council.

XV. MISUSE OF BENEFITS

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

ARTICLE FIVE

LEAVE POLICIES

I. HOLIDAYS

A. Official Fixed Holidays

1. The City shall recognize the following days as official City fixed holidays.

   President's Day
   Memorial Day
   Independence Day
   Labor Day
   Veteran's Day
   Thanksgiving Day

2. Fixed Holidays — Full Shift Leave With Pay

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

3. City Hall and most City departments will be permanently closed from Christmas Day through New Year's Day. The Christmas Day and New Year's Day holidays will be part of this closure and thus have been removed from the list of fixed holidays, with the exception of New Year's Day when it falls on a Sunday. In this case New Year's Day will be observed on the following Monday. Christmas Eve will only be recognized as a Holiday when it falls on a Monday through Thursday in any given year.

4. Each year employees will receive a separate bank of holiday hours that can only be used to cover their absence from work from December 25th through January 1st. The amount of these separate holiday hours granted to each employee will be based on the employee's normal work hours on these days. The employee must be an active employee of the City of West Covina on the above dates to receive these holiday hours.

5. Any employee required to work between December 25th and January 1st on their normal work day(s) will receive holiday compensatory time off or holiday pay based on actual hours worked up to a maximum of forty (40) hours. Communications Supervisors may earn up to sixty (60) hours of holiday compensatory time off or holiday pay based on actual hours worked.

6. Holiday in-lieu pay shall be limited to a maximum of twenty (20) hours per fiscal year. Any holiday in-lieu time in excess of twenty (20) hours must be taken as holiday compensatory time off.

7. Should the City eliminate the above compensated holiday closure from December 25th through January 1st, the following fixed holidays shall be recognized.

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (unless Christmas falls on a Saturday, Sunday, or Monday)
Christmas Day

8. Fixed Holidays — 10 Hours Leave With Pay

Each fixed holiday granted to employees shall be ten (10) hours of time off with pay.

B. Communications Supervisors Working on Fixed Holidays

1. Communications Supervisors who work on a fixed holiday shall earn holiday pay or holiday compensatory time, on the basis of one (1) hour pay or one (1) hour holiday compensatory time for each hour worked up to a maximum of twelve (12) hours for that holiday.

C. Floating Holiday Leave (Previously Referred to as "Personal Leave")

1. In addition to the City's fixed holidays, Mid-Management employees shall be eligible to use up to forty (40) hours of Floating Holiday leave per each calendar year as approved by management.

2. Floating Holiday leave becomes usable January 1 of each calendar year and must be used by December 31 of the same calendar year. The hourly equivalent may not be paid in lieu of time off.

3. Floating Holiday leave may not be accumulated and carried over into the next calendar year. Any unused floating holiday leave time remaining at the end of each calendar year, if any, shall be null and void unless approved by City Manager.

4. If an employee is unable to use Floating Holiday leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, the City Manager can authorize to carry over unused holiday leave balance for a period not to exceed six (6) months per fiscal year.

D. Floating Holiday Leave

1. New employees are not eligible to receive and use floating holiday leave until they have been continuously employed with the City for a period of

one (1) month.

2. New employees appointed after the beginning of the calendar year are entitled to floating holiday leave at a rate of 1.54 hours per pay period of full-time employment.

E. Floating Holiday Leave — Reinstated Employees

Reinstated employees shall receive floating holiday leave credit for all prior service in the current year in ascertaining the number of hours usable and when they may be used.

F. Floating Holiday Leave — Terminating Employees

1. Terminating employees who have not used all the floating holiday leave that they are entitled to shall be paid off at the rate of 1.54 hours per pay period of full time employment in the current calendar year.

2. If the terminating employees have taken more floating holiday leave time than they are entitled to, the amount of time taken in excess shall be deducted from vacation, sick leave pay-off, or salary when final payroll checks are computed.

G. Limitations on Holiday Leave

Holiday leave shall not apply to any employee hired on a part-time, temporary, extra help, hourly, or daily basis. A temporary employee, who is filling a full-time position, during the absence of a regular employee on a military leave of absence for military duty, shall be entitled to the same holidays as a regular employee.

H. Paid Status Eligibility

Employees are eligible to receive holiday leave with pay only if they are in a "paid status" on the regularly scheduled workday or shift immediately preceding the holiday and the regularly scheduled workday or shift immediately following the holiday. "Paid status" includes vacation, sick leave, holiday compensatory time, jury duty, and injured on duty.

I. Observation of Friday and Sunday Holidays

1. For those employees whose normal workweek is Monday through Thursday, when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.

   When a holiday falls on a Friday, the preceding Thursday shall be deemed to be the holiday in lieu of the day observed.

J. Holidays Occurring on Regular Scheduled Day Off

For all other employees, when a holiday falls on a regularly scheduled day off, the employee shall be entitled to up to ten (10) hours leave time for the holiday based on the employee's regular work schedule. This time can be taken as either ten (10) hours "holiday in lieu" leave time or pay, at straight time at the employee's hourly rate of pay, at the discretion of the employee.

K. Holiday Scheduling

The City reserves the right to require employees to work on fixed holidays.

II. VACATION

A. Vacation Policy

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

B. Vacation Leave Earned and Accumulated

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

Months of Service	Hours Accumulated Per Pay Period	Hours Accumulated Per Month	Maximum Accruals
1 — 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 +	6.15	13.33	320

* At completion of 12 months add 40 hours

C. Limitation — Vacation Leave Accrual

1. Employees shall not be allowed to accrue vacation leave beyond the stated maximums.

2. No employee shall lose earned vacation leave because of work urgency as approved by management. Work urgency is defined as the department's need to have the employee at work to perform duty assignments for a specified period of time.

3. If an employee has reached the maximum allowed unused vacation leave balance, and is unable to take vacation leave due to work urgency,

industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, and is not eligible to cash out vacation leave per the provisions of this Section, the Human Resources Director shall approve a waiver of the maximum allowed unused balance for a period not to exceed six (6) months per fiscal year.

D. Vacation Leave Accrual for Holidays

When a fixed holiday falls within a scheduled vacation period, absence on that day shall be charged to holiday hours. An employee must be on paid status on the day before and after the holiday to be compensated for the holiday.

E. Payment for Unused Vacation Leave Time at Termination

Any employee who is terminating his/her employment, shall be paid for accrued vacation leave time as of the effective date of termination.

F. Payment for Unused Vacation

1. Eligibility

Upon request of the employee and the department head and with approval of the City Manager, in order to address unusual or emergency conditions, an employee may be paid the straight time daily equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than forty (40) hours in any one calendar year, except as otherwise provided herein.

2. Mid-Management Unit Employees

a. Mid-Management Unit employees with less than five (5) years City service, exempt or non-exempt, may receive payment in lieu of up to eighty (80) hours of accumulated vacation time in any one fiscal year upon filing a written request with the Finance Department five days prior to requested date of issuance of the check, upon approval of their department head.

b. Mid-Management Unit employees with five (5) or more years of City service, exempt or non-exempt, may receive payment in lieu of up to one hundred twenty 120 hours accumulated vacation time in any one fiscal year upon filing a written request with the Finance Department five (5) days prior to requested date of issuance of the check, upon approval of their department head.

c. Employees must have a minimum of one hundred (160) hours of accumulated vacation hours to buy back vacation leave.

d. Vacation buy back may only occur twice during any fiscal year.

G. Vacation Leave — Reinstated/Reemployed Employees

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

H. Vacation Leave — New Employees

1. New employees — Upon completion of six (6) consecutive months of full-time service, may be credited with one-half of the annual earnings and may begin using such accrual. Thereafter, employees may use vacation as they complete each month of service.

2. Each Mid-Management employee shall be granted an additional forty (40) hours of vacation leave with pay, upon completion of one year of employment, at the employee's first anniversary date. Additional vacation, based on length of service, will accrue pursuant to these rules (see Article Five, Section II-B chart.)

III. ADMINISTRATIVE LEAVE — MID-MANAGEMENT

A. Amount of Administrative Leave

Mid-Management Unit employees, except Communications Supervisors and Deputy Fire Marshal, are eligible for a minimum of sixty (60) hours per year of Administrative Leave, pro-rata, based upon date-of-hire or entrance into a mid-management position effective January 1 of each year.

B. Additional Administrative Leave — Mid-Management Only

Additional Administrative Leave, based on the member's annual vacation earnings, may be granted by the Department Head. Such additional leave shall be calculated at the rate of up to twenty-five percent (25%) of the employee's annual earned vacation rate as of January 1 of each year.

C. Communications Supervisors and Deputy Fire Marshal — In Lieu of Administrative Leave

1. In lieu of Administrative Leave, Communications Supervisors and Deputy Fire Marshal shall receive overtime in accordance with the provisions of Article Three, Section V and VI.

D. Administrative Leave Policy

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

IV. SICK LEAVE

A. Sick Leave Benefit

Sick leave is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article.

B. Sick Leave Earned

1. Employees shall accrue ninety-six (96) hours of sick leave per calendar year.

2. Following completion of thirty (30) calendar days of continuous frill-time service, each City employee shall accrue 3.69 hours per pay period of sick leave pay. Thereafter for each pay period of service in which the employee has worked or has been paid for one-half (1/2) or more of the actual number of working hours in a pay period, he/she shall continue to accrue hours of credit for sick leave with pay.

3. Sick leave may be used by new employees following thirty (30) calendar days of employment.

4. Unused sick leave may be accumulated without limit.

C. <u>Reinstatement of Sick Leave</u>

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

1. Upon reemployment, an employee who has separated employment in good standing will have sick leave time reinstated in amount accumulated at the time of separation up to a maximum of 320 hours. In the event that through the course of continued employment accumulated sick leave exceeds 320 hours, payoff for such excess accumulations shall be in accordance with the payoff provisions of the program, but in no case shall the aggregate of such amount(s) exceed that provided by the policy.

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

The employee Sick Leave Annual Payoff Program shall only be made available to unit employees hired before July 1, 2025 and is administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular employee.

2. Sick leave used by an employee during each calendar year will be charged against the employee's current year earnings.
3. The maximum amount of sick leave hours eligible to be cashed each calendar year at the employee's current hourly rate is sixty (60) hours.

4. Each employee must carry over to a sick leave "bank" a minimum of thirty-six (36) current year unused hours in December.

5. If thirty-six (36) hours per calendar year of unused sick leave are not available, the number of unused hours must be carried over to the sick leave bank.

6. For employees with a minimum of seventy-six (76) hours of unused current year sick leave accrual, all hours above seventy-six (76) to a maximum of ninety-six hours of the current year's annual sick leave will automatically be transferred to the employee's RHS account.

7. Employee may opt to receive cash payment for any hours of unused current year sick leave accrual between thirty-six (36) and seventy-six (76) hours or leave these hours in their sick leave bank.

8. To qualify for this program, employees shall not be allowed to charge sick leave to other forms of paid leave.

E. Sick Leave Payoff Upon Termination

Sick leave is only paid upon termination to those Mid-Management employees hired before July 1, 2018. This supersedes Section 10.5.E in the Personnel Rules or its equivalent/successor language. Such payment will be 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 and the remaining sick leave hours may be converted to CalPERS service credit as pursuant to CalPERS regulations. For those employees hired on or after July 1, 2018, such employees may covert unused sick leave hours upon termination to CalPERS service credit as pursuant to CalPERS regulations.

F. Use of Sick Leave

1. Approval

Sick leave can only be granted upon the approval of management or his/her designee in the case of bona fide illness or injury of the employee or in the event of the care or attendance of serious illness or death of a member of the employee's immediate family.

Employees may use sick leave for medical, dental, and vision care appointments but are encouraged to schedule such appointments that are non-emergency or routine on regular days off when possible. When using sick leave for non-emergency medical, dental, and vision care appointments employees will provide as much advanced notice as possible to the supervisor and attempt to schedule the appointments at a time so as to be the least disruptive to the work operations i.e. at the beginning or end of the shift.

2. Physician's Certificate on Use of Sick Leave

Management may require evidence in the form of a physician's certificate, or written statement, as to reason for any employee's absence of two (2) or more consecutive working days for which sick leave was requested. A failure to supply or provide said certificate or written statement shall be grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.

3. Physical Examination May be Required

Any employee absent from work, due to illness or accident, may be required by management to submit to and successfully complete a physical examination before returning to active duty. The physical examination will be conducted by a physician of the City's choice, with all costs to be paid by the City.

G. Use of Sick Leave — Care of Immediate Family

1. No more than forty-eight (48) hours of sick leave within any calendar year may be granted to an employee for the care or attendance upon members of his/her immediate family.
2. The phrase "immediate family," for the use of sick leave, is defined as spouse, domestic partner, parent, grandparent, brother, sister, child, stepchild, grandchild, and in-laws.

H. Temporary Disability

1. A City employee who is entitled to temporary disability indemnity under Division 4, Part 2, Ch. 2 of the California Labor Code may elect to take that number of days or portions of days of his/her accumulated sick leave, or his/her accumulated vacation, as when added to his/her disability indemnity will result in payment to him/her of his/her full salary.
2. When his/her accumulated sick leave, or vacation, or both are exhausted, he/she is still entitled to receive disability indemnity.

I. Sick Leave Limitations

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

1. Sickness or disability sustained while on leave of absence, other than regular vacation leave or sick leave.

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

J. Sick Leave During Vacation

Sick leave shall not be used in lieu of or to extend vacation leave. However, an employee who becomes seriously ill on an approved vacation may contact his/her department head and request that sick leave be granted in lieu of vacation for the period of illness. Management has discretion in approving or disapproving such request.

K. Holiday During Sick Leave

Observed holidays occurring during sick leave shall not be deducted from employee's sick leave time.

L. Use of Sick Leave to Offset Disability Retirement

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

V. WORK RELATED DISABILITY LEAVE

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

Whenever employees of the City are disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, they shall be entitled, regardless of their period of service with the City, to leave of absence while so disabled, without loss of salary.

B. Temporary Disability Compensation

1. Temporary disability compensation, if any, being considered as and credited to salary for this purpose — for the period of such disability, but not exceeding one (1) year, or until such earlier date as they are determined to be permanent and stationary and unable to return to their usual and customary duties.

2. The leave of absence hereby granted shall be in addition to, and shall not be charged to or deducted from, accumulated sick leave except as provided here.

3. Such leave, however, shall not be paid for more than three (3) days unless and until such employees are determined by the City to be legally entitled to receive benefits under the Workers' Compensation Law of the State of California based upon such injury or illness. When and while applicable, this section shall supersede the provisions of the Grievance Procedure.

4.

C. Salary Step Increases During Leave

Relative to unit employees, (1) promotion or step increases which would have come due during a disability leave shall take effect upon the day the employee returns to regular duties in accordance with existing rules; (2) holidays occurring during disability shall not be counted as disability leave days, but shall be considered as holidays for which time off has been utilized; and (3) vacation and sick leave benefits shall continue to accrue during periods of industrial disability leaves.

D. Review of Safety Committee

The first three (3) work days of absence of unit employees due to a disability shall

be charged to the employee's usable accumulation of sick leave or other time off benefits; provided, however, that the Safety Committee or its sub-committee, upon request of the employee, shall review the circumstances of the injury. If the

Safety Committee rules that the employee had no possible opportunity to prevent or reduce the injury through any alternative action, disability time off charged to the employee's time off benefits may be restored. Such restorations shall be limited to causes where no danger could have been anticipated or precautions and actions taken by the employee to prevent or reduce the injury. Appeal of Safety Committee determinations provided for in this section shall be made to the City Manager, whose decision shall be final.

VI. BEREAVEMENT LEAVE

Bereavement leave up to forty (40) hours per occurrence will be available to an employee in the event of the death of said employee's immediate family member, which is defined as a grandparent, parent, spouse, domestic partner, in-laws, child, stepchild, grandchild, brother, or sister. If additional bereavement leave is necessary, sick leave may be used as approved by the Department Head. Evidence of proof may be requested.

VII. MILITARY LEAVE

A. State Military and Veteran's Code

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

B. Inactive Military Service

1. Any unit employee who is on inactive duty such as scheduled reserve drill periods, and who has been in the service of the City for a period not less than one year immediately prior to the day on which the absence begins shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any such absence.

2. Pay for such purposes shall not exceed thirty (30) days in any one year of City service. All service of said public employee in the recognized military service shall be counted as City service.

3. The City may grant a military leave of absence without pay for an indefinite period of time to any employee who is called into active military service even though the employee does not meet the one (1) year of continuous service requirements.

C. Active Military Service

1. Each full time officer or employee of the City who has been or is called to active military service with the Armed Forces of the United States in connection with the activation of the Military Reserves shall be entitled to

military leave with full pay for the period of absence on military service in excess of the period covered by said Rule 10, Section 10.26.

2. The amount of pay each such employee shall be entitled to receive from the City for said additional period of military leave shall be the difference between the gross pay and allowances actually received by the officer or employee from the Unites States for such service and the gross wages that said employee would have received from the City Of West Covina if he or she had not been called to active military duty, subject to all necessary and appropriate deductions and withholdings.

3. The City shall also provide continued health and dental benefits to the employees' dependents, provided that the dependents were covered for those benefits prior to the employee being called to active duty. Further, contributions to deferred compensation from the Cafeteria Plan shall not be made during the time of activation.

4. The City shall not pay any wage or benefit provided for in this resolution until and unless the officer or employee who requests such payment provides satisfactory proof and documentation of eligibility to receive payment in accordance with procedures established by the City Manager.

VIII. JURY DUTY

A. Jury Duty Policy

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

B. Jury Fees Returned to the City

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

IX. FAMILY CARE LEAVE

A. Birth or Adoption

Leaves due to pregnancy or subsequent to the birth or adoption of a child for parental care purposes, will be granted for a reasonable period of time by the City Manager, provided such period, including paid leave and leave without pay, shall not exceed four months. Such leave shall not be conditioned on whether the employee is medically disabled but must be directly associated with the birth or adoption of a child.

B. Family Illness

Leaves due to serious health condition of a covered family member as defined under applicable California and federal law of an employee may be granted for a reasonable period of time by the City Manager, provided such period including paid and unpaid leave, shall not exceed twelve (12) weeks in any twelve (12) month period. Only those employees with at least one year of continuous City employment shall be eligible. Certification from a health care provider that the employee's leave is necessary and the prospective length of such leave may be required upon request. Family care leave shall be administered in a manner consistent with Sections 12945, 12945.2 and 19702.3 of the California Government Code. California law shall prevail unless preempted by federal law.

C. Use of Paid Leave

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

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

X. SPECIAL LEAVE OF ABSENCE WITH PAY

When an employee has exhausted all sick leave and vacation time to which he/she is entitled, the City Council may, upon showing of good cause and justifiable and deserving circumstances, grant to such employee a leave of absence with pay for a period not exceeding six (6) months and subject to such conditions as the City Council may deem advisable. If the special leave of absence request is in relation to an employee’s disability accommodation, then the leave shall be determined through the interactive process on a case-by-case basis. If temporary disability payments are paid to such employee during any such leave of absence with pay, they shall be credited to and considered a part of his/her salary, and the City shall pay only the difference which when added thereto would equal his/her full salary.

XI. LEAVES OF ABSENCE WITHOUT PAY

A. Unauthorized Absence — Automatic Termination

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

B. Unauthorized Absence — Other Disciplinary Action

Any unauthorized absence may be cause for disciplinary action.

C. Authorized Absence

1. Upon the request of the employee and the recommendation of the appointing authority, a leave of absence without pay may be granted by the Council or City Manager to an employee, who immediately preceding the effective date of such leave, shall have completed at least one (1) year of continuous service.

2. An employee shall not be entitled to a leave of absence as a matter of right, but only upon good and sufficient reason.

3. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

D. Leave of Absence Without Pay – Duration

1. Request for leave of absence without pay shall be made as prescribed by the Human Resources Director, and shall state specifically the reasons for the request, the date when leave is desired to begin, and the probable date of return to work.

2. The Human Resources Director may approve the request of leave of absence without pay, of one hundred twenty (120) calendar days or less upon the recommendation of Department Head.

3. The City Manager may approve, upon recommendation of the Department Head, requests of more than one hundred twenty (120) calendar days, not to exceed one (1) full year.

4. The City Manager may later, due to mitigating circumstances, extend such leave of absence without pay for one (1) additional full year with the approval of the Department Head.

5. A physician statement shall be required of any employee who requests leave of absence without pay as a result of medical conditions.

6. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

E. Leave of Absence — Employee Injured on Job

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

requirements.

F. Accrual of Benefits

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

XII. FAILURE TO RETURN FROM LEAVE

A. Failure of the employee to return to his/her employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service of that employee, unless such leave is extended as approved by management for mitigating circumstances.

B. The City reserves the right to revoke or cancel any authorized leave for reasons, which the City finds to be sufficient.

ARTICLE SIX

GENERAL PROVISIONS

I. WAIVER PROVISION ON BARGAINING DURING TERM AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the terms of this Agreement, the Association hereby agrees not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Memorandum of Understanding.

During the term of this Agreement, the parties agree to meet and confer regarding updates to various policies and rules when requested by the City.

II. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national or local emergency, or similar circumstances as determined by management, the provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet with the City regarding the impact on employees of the suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

A. MOU Remains in Full Force and Effect

Should any article, section, subsection, subdivision, sentence, clause, phrase or provision of this Memorandum of Understanding be found in conflict or inconsistent

with such applicable provisions of Federal or State law or otherwise held to be invalid, unenforceable, inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

B. Successor Provision

In the event any provision shall have been found to be inoperative, void or invalid as aforementioned, the City and the Association shall, upon the request of either party, meet and confer in an effort to agree upon a successor provision.

IV. PROVISIONS OF MEMORANDUM

A. Sole and Entire Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and Memorandums of Understanding, oral or written, expressed or implied, between the parties, and shall govern their entire relationship of any and all rights or claims which may be asserted hereunder or otherwise. This Memorandum of Understanding is not intended to cover any matters preempted by Federal or State law.

The Parties reached agreement on a consolidated MOU to include all mutually agreed side letters signed between 2016 and 2020 with the intention of maintaining the existing terms and conditions of employment contained in the July 1st 2014 to June 30, 2015 MOU except as modified by said side letters and this MOU. Unless the Parties agreed otherwise in this MOU, if the terms and conditions contained in the consolidated MOU differ from those established in one or more of the side letters or in the July 1, 2014 to June 30, 2015 MOU, the terms of the former will prevail and the Parties will meet to correct the issue in the consolidated MOU. This paragraph is intended only to cover the initial term of the consolidated MOU and will become ineffective on June 30, 2024.

B. Personnel and Departmental Rules

1. It is understood and agreed that there exist within the City, in written form, Personnel and Departmental Rules.

2. Except as specifically modified by this Memorandum of Understanding (MOU) these rules and regulations and any subsequent amendments thereby, shall be in full force and effect.

3. Before any new or subsequent amendments to these Personnel and/or

departmental rules and regulations which directly affect wages, or significantly alter hours, and terms and conditions of employment are implemented, the City shall meet with the Association regarding such changes.

4. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met with the Association as required.

V. AMENDMENTS TO MEMORANDUM OF UNDERSTANDING

The provisions of this Memorandum of Understanding can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the designated representatives of the City and the Association.

VI. NOTICE OF FUTURE MEET AND CONFER

The City of West Covina and the Association shall endeavor to meet and confer five (5) months prior to the expiration of the current MOU.

VII. RATIFICATION AND IMPLEMENTATION

A. ACKNOWLEDGEMENT

The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by those Association members voting who are in classifications requested by each Association set forth in this Agreement and adopted 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 each 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 , 2025.

D. Term of Memorandum of Understanding

The term of this Memorandum of Understanding shall be for a period of four (4) years, commencing on July 1, 2024, and terminating after June 30, 2028.

PARTIES TO THE AGREEMENT

MID-MANAGEMENT EMPLOYEES' ASSOCIATION

Kelly McDonald
President

12/5/25
Date

Mike Cresap
Vice President

12/5/25
Date

CITY OF WEST COVINA

Milan Mrakich
Acting City Manager

12-5-25
Date

Carmelita Underwood
Human Resources Director

12/5/25
Date

APPENDIX "A"

CITY OF WEST COVINA MID-MANAGEMENT EMPLOYEE UNIT

The following are those classifications that have been recognized by the City to be assigned to the Mid-Management Unit:

JOB TITLES/CLASSIFICATIONS

Accounting Manager
Assistant Finance Director
Assistant to the City Manager
Code Enforcement Manager Code
Enforcement Supervisor
Communications Manager *
Communications Supervisor *
Community Services Manager
Deputy Community Development Director
Deputy Community Services Director
Deputy Fire Marshal *
Deputy Director of Public Works
Economic Development/Housing Manager
Economic Development Project
Coordinator Fire Marshall
Forensic Specialist Supervisor
Human Resources Manager
Information Technology Manager
Management Analyst I, II
Human Resources Analyst I, II
Park Maintenance Supervisor
Planning Manager
Police Administrative Services Manager
Police Records Supervisor
Police Records Manager
Principal Planner
Project Manager
Public Services Manager
Public Works Superintendent
Purchasing Manager
Recreation Services Supervisor Recreation
Superintendent
Senior Citizens Services Supervisor Senior
Human Resources Analyst
Senior Planner
Street Maintenance Supervisor

* Communications Managers, Communications Supervisors, and the Deputy Fire Marshal receive overtime pay and do not qualify for Administrative Leave benefits.

APPENDIX B

Effective November 22, 2025 - 2 % COLA , 3% Step 6*							
		MONTHLY PAY RANGE					
POSITION TITLE	GRADE CODE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
ACCOUNTING MANAGER	MM21	$7,234				$ 9,768	$ 10,061
ASSISTANT FINANCE DIRECTOR	MM31	$12,820	$ 13,461	$ 14,123	$ 14,841	$ 15,584	$ 16,052
ASSISTANT TO THE CITY MANAGER	MM25	$7,547				$ 10,190	$ 10,496
CODE ENFORCEMENT MANAGER	MM27	$8,164				$ 11,058	$ 11,390
CODE ENFORCEMENT SUPERVISOR	MM05	$5,798				$ 7,826	$ 8,061
COMMUNICATIONS MANAGER	MM12	$6,740				$ 8,987	$ 9,257
COMMUNICATIONS SUPERVISOR	MM03	$5,607				$ 7,574	$ 7,801
COMMUNITY SERVICES MANAGER	MM19	$6,739				$ 9,097	$ 9,370
DEPUTY COMM DEVELOPMENT DIRECTOR	MM13	$9,276				$ 12,523	$ 12,899
DEPUTY COMM SERVICES DIRECTOR	MM07	$8,333				$ 11,251	$ 11,589
DEPUTY FIRE MARSHAL	MM14	$6,439				$ 7,826	$ 8,061
DEPUTY DIRECTOR OF PUBLIC WORKS	MM33	$10,577	$ 11,134	$ 11,720	$ 12,336	$ 12,986	$ 13,376
ECON DEVELOPMENT PROJECT COORDINATOR	MM16	$6,136				$ 8,284	$ 8,533
ECON DEVELOPMENT/HOUSING MANAGER	MM26	$8,163				$ 11,022	$ 11,353
FIRE MARSHAL	MM25	$7,549				$ 10,190	$ 10,496
FORENSIC SPECIALIST SUPERVISOR	MM18	$8,652	$ 9,084	$ 9,538	$ 10,016	$ 10,517	$ 10,833
HUMAN RESOURCES MANAGER	MM20	$8,164				$ 11,058	$ 11,390
INFORMATION TECHNOLOGY MANAGER	MM28	$8,976				$ 11,342	$ 11,682
MANAGEMENT ANALYST I	MM01	$4,929				$ 6,651	$ 6,851
MANAGEMENT ANALYST II	MM16	$6,136				$ 8,284	$ 8,533
PARK MAINTENANCE SUPERVISOR	MM06	$5,831				$ 7,873	$ 8,109
PLANNING MANAGER	MM29	$8,657				$ 11,687	$ 12,038
POLICE ADMIN SERVICES MANAGER	MM22	$7,242				$ 9,776	$ 10,069
POLICE RECORDS MANAGER	MM18	$8,652	$ 9,084	$ 9,538	$ 10,016	$ 10,517	$ 10,833
POLICE RECORDS SUPERVISOR	MM04	$5,789				$ 7,812	$ 8,046
PRINCIPAL PLANNER	MM23	$7,280				$ 9,829	$ 10,124
PROJECT MANAGER	MM08	$9,139				$ 11,109	$ 11,442
PUBLIC SERVICES MANAGER	MM24	$7,541				$ 10,180	$ 10,485
PUBLIC WORKS SUPERINTENDENT	MM30	$8,874				$ 11,979	$ 12,338
PURCHASING MANAGER	MM17	$6,448				$ 8,707	$ 8,968
RECREATION SERVICES SUPERVISOR	MM02	$5,451				$ 7,359	$ 7,580
RECREATION SUPERINTENDENT	MM11	$6,607				$ 8,920	$ 9,188
SENIOR CITIZEN'S SERV SUPERVIS	MM02	$5,451				$ 7,359	$ 7,580
SENIOR HUMAN RESOURCES ANALYST	MM32	$7,142	$ 7,499	$ 7,874	$ 8,268	$ 8,682	$ 8,942
SENIOR PLANNER	MM29	$6,343				$ 8,564	$ 8,821
STREET MAINTENANCE SUPERVISOR	MM09	$5,942				$ 8,022	$ 8,263
HUMAN RESOURCES ANALYST I	MM34	$5,363				$ 7,243	$ 7,460
HUMAN RESOURCES ANALYST II	MM08	$5,864				$ 7,916	$ 8,153

*Eligible for Step 6 based on employees hire date/next evaluation date for Fiscal Year 2025-26.

APPENDIX B

Effective July 4, 2026 - 2 % COLA , 3% Step 7								
		MONTHLY PAY RANGE						
POSITION TITLE	GRADE CODE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
ACCOUNTING MANAGER	MM21	$ 7,379				$9,963	$10,262	$10,570
ASSISTANT FINANCE DIRECTOR	MM31	$ 13,076	$ 13,730	$ 14,405	$ 15,138	$15,896	$16,373	$16,864
ASSISTANT TO THE CITY MANAGER	MM25	$ 7,698				$10,394	$10,706	$11,027
CODE ENFORCEMENT MANAGER	MM27	$ 8,327				$11,279	$11,618	$11,967
CODE ENFORCEMENT SUPERVISOR	MM05	$ 5,914				$7,983	$8,222	$8,469
COMMUNICATIONS MANAGER	MM12	$ 6,875				$9,167	$9,442	$9,725
COMMUNICATIONS SUPERVISOR	MM03	$ 5,719				$7,725	$7,957	$8,196
COMMUNITY SERVICES MANAGER	MM19	$ 6,874				$9,279	$9,557	$9,844
DEPUTY COMM DEVELOPMENT DIRECTOR	MM13	$ 9,462				$12,773	$13,157	$13,552
DEPUTY COMM SERVICES DIRECTOR	MM07	$ 8,500				$11,476	$11,821	$12,176
DEPUTY FIRE MARSHAL	MM14	$ 6,568				$7,983	$8,222	$8,469
DEPUTY DIRECTOR OF PUBLIC WORKS	MM33	$ 10,789	$ 11,357	$ 11,954	$ 12,583	$13,246	$13,644	$14,053
ECON DEVELOPMENT PROJECT COORDINATOR	MM16	$ 6,259				$8,450	$8,704	$8,965
ECON DEVELOPMENT/HOUSING MANAGER	MM26	$ 8,326				$11,242	$11,580	$11,927
FIRE MARSHAL	MM25	$ 7,700				$10,394	$10,706	$11,027
FORENSIC SPECIALIST SUPERVISOR	MM18	$ 8,825	$ 9,266	$ 9,729	$ 10,216	$10,727	$11,050	$11,382
HUMAN RESOURCES MANAGER	MM20	$ 8,327				$11,279	$11,618	$11,967
INFORMATION TECHNOLOGY MANAGER	MM28	$ 9,156				$11,569	$11,916	$12,273
MANAGEMENT ANALYST I	MM01	$ 5,028				$6,784	$6,988	$7,198
MANAGEMENT ANALYST II	MM16	$ 6,259				$8,450	$8,704	$8,965
PARK MAINTENANCE SUPERVISOR	MM06	$ 5,948				$8,030	$8,271	$8,519
PLANNING MANAGER	MM29	$ 8,830				$11,921	$12,279	$12,647
POLICE ADMIN SERVICES MANAGER	MM22	$ 7,387				$9,972	$10,270	$10,578
POLICE RECORDS MANAGER	MM18	$ 8,825	$ 9,266	$ 9,729	$ 10,216	$10,727	$11,050	$11,382
POLICE RECORDS SUPERVISOR	MM04	$ 5,905				$7,968	$8,207	$8,453
PRINCIPAL PLANNER	MM23	$ 7,426				$10,026	$10,326	$10,636
PROJECT MANAGER	MM08	$ 9,322				$11,331	$11,671	$12,021
PUBLIC SERVICES MANAGER	MM24	$ 7,692				$10,384	$10,695	$11,016
PUBLIC WORKS SUPERINTENDENT	MM30	$ 9,051				$12,219	$12,585	$12,963
PURCHASING MANAGER	MM17	$ 6,577				$8,881	$9,147	$9,421
RECREATION SERVICES SUPERVISOR	MM02	$ 5,560				$7,506	$7,732	$7,964
RECREATION SUPERINTENDENT	MM11	$ 6,739				$9,098	$9,372	$9,653
SENIOR CITIZEN'S SERV SUPERVIS	MM02	$ 5,560				$7,506	$7,732	$7,964
SENIOR HUMAN RESOURCES ANALYST	MM32	$ 7,285	$ 7,649	$ 8,031	$ 8,433	$8,856	$9,121	$9,395
SENIOR PLANNER	MM29	$ 6,470				$8,735	$8,997	$9,267
STREET MAINTENANCE SUPERVISOR	MM09	$ 6,061				$8,182	$8,428	$8,681
HUMAN RESOURCES ANALYST I	MM34	$ 5,470				$7,388	$7,609	$7,837
HUMAN RESOURCES ANALYST II	MM08	$ 5,981				$8,074	$8,316	$8,565

APPENDIX B

Effective July 3, 2027 - 2 % COLA , 3% Step8									
		MONTHLY PAY RANGE							
POSITION TITLE	GRADE CODE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCOUNTING MANAGER	MM21	$ 7,527				$ 10,162	$ 10,467	$ 10,781	$ 11,104
ASSISTANT FINANCE DIRECTOR	MM31	$ 13,338	$ 14,005	$ 14,693	$ 15,441	$ 16,214	$ 16,700	$ 17,201	$ 17,717
ASSISTANT TO THE CITY MANAGER	MM25	$ 7,852				$ 10,602	$ 10,920	$ 11,248	$ 11,585
CODE ENFORCEMENT MANAGER	MM27	$ 8,494				$ 11,505	$ 11,850	$ 12,206	$ 12,572
CODE ENFORCEMENT SUPERVISOR	MM05	$ 6,032				$ 8,143	$ 8,386	$ 8,638	$ 8,897
COMMUNICATIONS MANAGER	MM12	$ 7,013				$ 9,350	$ 9,631	$ 9,920	$ 10,218
COMMUNICATIONS SUPERVISOR	MM03	$ 5,833				$ 7,880	$ 8,116	$ 8,360	$ 8,611
COMMUNITY SERVICES MANAGER	MM19	$ 7,011				$ 9,465	$ 9,748	$ 10,041	$ 10,342
DEPUTY COMM DEVELOPMENT DIRECTOR	MM13	$ 9,651				$ 13,028	$ 13,420	$ 13,823	$ 14,238
DEPUTY COMM SERVICES DIRECTOR	MM07	$ 8,670				$ 11,706	$ 12,057	$ 12,420	$ 12,793
DEPUTY FIRE MARSHAL	MM14	$ 6,699				$ 8,143	$ 8,386	$ 8,638	$ 8,897
DEPUTY DIRECTOR OF PUBLIC WORKS	MM33	$ 11,005	$ 11,584	$ 12,193	$ 12,835	$ 13,511	$ 13,917	$ 14,334	$ 14,764
ECON DEVELOPMENT PROJECT COORDINATOR	MM16	$ 6,384				$ 8,619	$ 8,878	$ 9,144	$ 9,418
ECON DEVELOPMENT/HOUSING MANAGER	MM26	$ 8,493				$ 11,467	$ 11,812	$ 12,166	$ 12,531
FIRE MARSHAL	MM25	$ 7,854				$ 10,602	$ 10,920	$ 11,248	$ 11,585
FORENSIC SPECIALIST SUPERVISOR	MM18	$ 9,002	$ 9,451	$ 9,924	$ 10,420	$ 10,942	$ 11,271	$ 11,610	$ 11,958
HUMAN RESOURCES MANAGER	MM20	$ 8,494				$ 11,505	$ 11,850	$ 12,206	$ 12,572
INFORMATION TECHNOLOGY MANAGER	MM28	$ 9,339				$ 11,800	$ 12,154	$ 12,518	$ 12,894
MANAGEMENT ANALYST I	MM01	$ 5,129				$ 6,920	$ 7,128	$ 7,342	$ 7,562
MANAGEMENT ANALYST II	MM16	$ 6,384				$ 8,619	$ 8,878	$ 9,144	$ 9,418
PARK MAINTENANCE SUPERVISOR	MM06	$ 6,067				$ 8,191	$ 8,436	$ 8,689	$ 8,950
PLANNING MANAGER	MM29	$ 9,007				$ 12,159	$ 12,525	$ 12,900	$ 13,287
POLICE ADMIN SERVICES MANAGER	MM22	$ 7,535				$ 10,171	$ 10,475	$ 10,790	$ 11,114
POLICE RECORDS MANAGER	MM18	$ 9,002	$ 9,451	$ 9,924	$ 10,420	$ 10,942	$ 11,271	$ 11,610	$ 11,958
POLICE RECORDS SUPERVISOR	MM04	$ 6,023				$ 8,127	$ 8,371	$ 8,622	$ 8,881
PRINCIPAL PLANNER	MM23	$ 7,575				$ 10,227	$ 10,533	$ 10,849	$ 11,174
PROJECT MANAGER	MM08	$ 9,508				$ 11,558	$ 11,904	$ 12,261	$ 12,629
PUBLIC SERVICES MANAGER	MM24	$ 7,846				$ 10,592	$ 10,909	$ 11,236	$ 11,573
PUBLIC WORKS SUPERINTENDENT	MM30	$ 9,232				$ 12,463	$ 12,837	$ 13,222	$ 13,619
PURCHASING MANAGER	MM17	$ 6,709				$ 9,059	$ 9,330	$ 9,609	$ 9,897
RECREATION SERVICES SUPERVISOR	MM02	$ 5,671				$ 7,656	$ 7,887	$ 8,123	$ 8,367
RECREATION SUPERINTENDENT	MM11	$ 6,874				$ 9,280	$ 9,559	$ 9,846	$ 10,141
SENIOR CITIZEN'S SERV SUPERVIS	MM02	$ 5,671				$ 7,656	$ 7,887	$ 8,123	$ 8,367
SENIOR HUMAN RESOURCES ANALYST	MM32	$ 7,431	$ 7,802	$ 8,192	$ 8,602	$ 9,033	$ 9,303	$ 9,583	$ 9,870
SENIOR PLANNER	MM29	$ 6,599				$ 8,910	$ 9,177	$ 9,452	$ 9,736
STREET MAINTENANCE SUPERVISOR	MM09	$ 6,182				$ 8,346	$ 8,597	$ 8,855	$ 9,121
HUMAN RESOURCES ANALYST I	MM34	$ 5,579				$ 7,536	$ 7,761	$ 7,994	$ 8,234
HUMAN RESOURCES ANALYST II	MM08	$ 6,101				$ 8,235	$ 8,482	$ 8,736	$ 8,998

PROPOSED (REDLINE)

CITY OF WEST COVINA
CLASSIFICATION SPECIFICATION

Class Title:	COMMUNITY SERVICES MANAGER
Bargaining Unit:	MID-MANAGEMENT EMPLOYEES'ASSOCIATION
Class Code:	CS MGR
Salary Grade:	~~MM12~~ MM19
Salary:	~~$79,284.00 - $107,028.00~~ $82,488.00 - $118,128.00
FLSA:	EXEMPT
Date Established:	~~JUNE 11, 2015~~ AUGUST 12, 2026

JOB SUMMARY

Under administrative direction, administers a variety of programs offered through the Community Services Department; participates in City activities involving human services, recreation services, social services or cultural services programs for groups and individuals and does related work as required. Provides assistance to the Assistant City Manager and the Deputy Director of Community Services.

EXAMPLE OF DUTIES

ESSENTIAL JOB

FUNCTIONS

~~The duties listed below illustrate typical responsibilities for this position. Additional duties may be assigned if they are similar, related, or logically fit within the role.~~

1. ~~Responsible for~~ Prepares the ~~development of the~~ annual application for grants. ~~The~~ This responsibility includes ~~the~~ grant administration ~~per grant~~ in accordance with grant requirements for ~~the following types of grants:~~ Community Development Block Grant Funds related to Recreation/Community Services, ~~park bond grant funds~~, ~~transportation grants,~~ recreation grants and other community service-oriented grants.
2. ~~2.~~ Plans, develops and implements programs and goals for comprehensive human services, recreation services, social services or cultural services programs to serve the needs of City residents.
3. ~~3.~~ Supervises staff involved in the daily administration of community services programs and is responsible for the selection, training and evaluation of staff.
4. ~~4.~~ Prepares and monitors the budget for various programs and funds that support the operation of Community Services activities for conformance with authorized spending levels and propriety of expenditure.
5. ~~5.~~ Reconciles program expenditures, budgets, and grant records, authorizes and maintains records and works with federal, state and local representatives to assure compliance with funding guidelines.

6. Manages the development of programs designed to aid individuals (from children to seniors) and a broad range of community groups in the areas of social interaction, recreation and leisure, community participation and access to community resources.
7. Makes presentations and prepares financial, performance, and other necessary reports on various Departmental programs.
8. Conducts research and interacts with various public and private agencies in the resolution of issues regarding human services, recreation services, social services or cultural services programs.
9. Coordinates with other City departments and agencies on community service programs.
10. Represents the Department Director Deputy Community Services Director in his/her absence regarding community service issues.
11. Assists in planning and developing new capital improvement projects and the rehabilitation and management of various City facilities.
12. Assists with the coordination of Senior Citizens Commission, Community and Senior Services Commission, Sports Council, Youth Council and community meetings as assigned.

TYPICAL QUALIFICATIONS

Required Knowledge

Thorough knowledge of the theory, techniques and methods of organizing community services activities; knowledge of community organizations; knowledge of federal, state and local government laws and regulations; personnel administration, human service and social programming; modern methods of financing, budgeting, and facility development, rehabilitation and management.

MINIMUM REQUIREMENTS

EDUCATION

Bachelor's degree from an accredited college or university with major course work in planning, business administration, public administration, or closely related fields.

Graduation from an accredited college or university with a Bachelor's degree in public administration, business administration, recreation and leisure services, or a field closely related.

EXPERIENCE

Four years of progressively responsible experience in public administration, community development, recreation or human services programming. Governmental experience is desirable.

- Minimum of three (3) years of progressively responsible professional experience in recreation or community services.
- At least three (3) years of supervisory or management experience, demonstrating responsibility for leading staff and overseeing operations.

SUBSTITUTION:
Qualifying experience may be substituted for the required Bachelor's degree on a year-for-year basis, for a total of up to four (4) years.

Any combination of education, training, and experience that provides the knowledge, skills, and abilities necessary to perform the essential duties of the position is qualifying. A typical way of obtaining these qualifications includes the examples listed above.

PHYSICAL REQUIREMENTS

This position also requires extensive and repetitive physical activity involving the arms, wrists, and hands, including writing and using a keyboard. It also requires physical abilities associated with the ability to read, write and communicate in a work environment. Assignments for this category require moderate physical exertion associated with the ability to lift, carry, push, pull or climb.

OTHER / SPECIAL REQUIREMENTS

Licenses: Possession of or ability to obtain a valid California Class C Driver's License with a satisfactory driving record is required prior to ~~hire~~ appointment.

SUPPLEMENTAL INFORMATION

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

AGENDA ITEM NO. 6

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: September 1, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: **CONSIDERATION OF FISCAL YEAR 2026-27 CANNABIS TAX FUND GRANT PROGRAM (CTFGP) LAW ENFORCEMENT GRANT AND BUDGET AMENDMENT**

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

> **RESOLUTION NO. 2026-88 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE APPLICATION FOR AND ACCEPTANCE OF GRANT FUNDS FROM THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL CANNABIS TAX FUND GRANT PROGRAM, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL GRANT DOCUMENTS, AND ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (2026-27 CTFGP LAW ENFORCEMENT GRANT)**

BACKGROUND:
The Legislature of the State of California has designated the California Highway Patrol (CHP) with the responsibility for the administration of the Cannabis Tax Fund Grant Program (CTFGP). The CHP organizes a competitive grant application process for this funding.

DISCUSSION:
The West Covina Police Department has been conditionally awarded a competitive Fiscal Year 2026-27 CTFGP Law Enforcement grant, totaling $135,069. As detailed in the Grant Agreement (see Attachment No. 1), this grant will fund Drug Recognition Expert (DRE) Instructor training for two sworn Officers, backfill overtime behind those trainings, 18 cannabis/drug enforcement overtime operations, the purchase and equipping of a Police vehicle dedicated to this project, and a community education campaign, with the overall goal to reduce and mitigate the impacts of cannabis and drug related crime and drug impaired driving in West Covina. The grant funds can only be used for these specific items approved by the grantors through June 30, 2027, and cannot supplant (replace) existing local funds.

The proposed resolution (Attachment No. 2) approves the application for and acceptance of the FY 2026-27 CTFGP Law Enforcement grant, and authorizes the City Manager to execute any and all grant agreements, including but not limited to the Grant Agreement with the California Department of Highway Patrol. The proposed resolution also authorizes the required budget amendments for this grant.

LEGAL REVIEW:
The City Attorney's Office has reviewed the resolution and approved it as to form and will review and approve the agreement as to form prior to execution.

Prepared by: Alex B. Houston, Police Executive Administrator
Additional Approval: Karen Ogawa, Finance Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:
The City will receive $135,069 for the FY 2026-27 CTFGP Law Enforcement grant, for the Police Department activities and items listed above. As detailed in the proposed budget amendment, Staff is recommending expenditure appropriations of this amount and balancing revenue appropriations in Fund 141. There is no match requirement, and when all grant purchases and reimbursements are complete, there will ultimately be no impact on the City General Fund.

Attachments

Attachment No. 1 - FY26-27 CTFGP Grant Agreement
Attachment No. 2 - Resolution No. 2026-88

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

State of California
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
GRANT AGREEMENT - Page 1

ATTACHMENT NO. 1

Award Number 30937

1. GRANT TITLE
FY26/27 CTFGP Law Enforcement - West Covina Police Department

2. NAME OF ORGANIZATION/AGENCY
West Covina Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
West Covina Police Department

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2026 To: 06/30/2027

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $135,069.00

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Milan Mrakich
Title: City Manager
Phone: (626) 939-8401

Address: 1444 West Garvey Avenue South
West Covina, CA 91790

E-Mail: mmrakich@westcovina.org

_____ _____
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Elliotte Johnson Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ElJohnson@chp.ca.gov

_____ _____
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

_____ _____
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Alex Houston
Title: Police Executive Administrator Phone:
(626) 939-8401

Address: 1444 West Garvey Avenue South
West Covina, CA 91790

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term “force majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee’s control which would excuse the Grantee’s performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee’s staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

TERMS AND CONDITIONS

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

West Covina Police Department

The Grantor determined awards and adjustments based on the Project's merit, operational scale, compliance with the Request for Application (RFA), and program regulations. Certain activities or budget items proposed in Schedule A may have been deemed ineligible for funding. The final, binding list of authorized activities and expenses is set forth in Schedule B - Detailed Budget Estimate.

Project Description

West Covina has documented recent increases in cannabis related arrests and citations (see Problem Statement for details). To specifically address these increasing cannabis related problems, West Covina PD proposes the WCPD Cannabis Enforcement 2026-27 project, incorporating training, enforcement, and community education components.

Problem Statement

With cannabis having been made legal in California for recreational uses in, West Covina has recently experienced an increase in cannabis related crimes. In 2024, West Covina Police Officers made 1 cannabis related arrest (for possession of a large amount in excess of the legal limit) and issued 3 citations. In 2025, these numbers increased significantly, to 14 arrests (for possession and transportation of large amounts, possession for sale, and open containers in vehicles), and 5 citations. Dispensaries are located in nearby cities, and some dispensaries offer delivery service into the City of West Covina. To specifically address these increasing cannabis related problems, West Covina PD is in need of training, dedicated enforcement, and a community education campaign.

West Covina PD has two Officers currently certified in Drug Enforcement Recognition (DRE), but has no DRE instructors. In order to spread DRE expertise throughout the Department and improve field enforcement of cannabis/drug violations, West Covina PD needs to have trained and certified DRE instructors.

Although West Covina PD uses grant funds from the Office of Traffic Safety for alcohol enforcement (DUI checkpoints, etc.), it has no enforcement dedicated to cannabis/drug problems. West Covina PD is in need of targeted cannabis/drug enforcement patrols, with a 2-Officer vehicle specifically dedicated to this.

West Covina PD has no community education efforts specifically targeting cannabis and other drugs. To address this, West Covina PD is in need of an educational campaign focusing on cannabis/drugs, including in-person community presentations and a sustained, strategic social media messaging campaign.

Performance Measures/Scope of Work (Proposed Solution)

West Covina has documented recent increases in cannabis related arrests and citations (see Problem Statement for details). To specifically address these increasing cannabis related problems, West Covina PD proposes the WCPD Cannabis Enforcement 2026-27 project, incorporating training, enforcement, and community education components.

1. GRANT ACTIVITY/OBJECTIVE #1: TRAINING.

Two WCPD Officers (currently certified in DRE) will complete DRE Instructor training in the first quarter of this grant project. Once certified as DRE Instructors, these 2 Officers will share their knowledge and expertise at subsequent inside trainings at WCPD. Aim to train 2 Officers as DRE Instructors, who will then train all WCPD Patrol Officers.
(Q1 = 2 Officers complete training; Q3 = 1 WCPD inside training, all sworn Officers).

During these DRE Instructor trainings, 160 hours of backfill overtime will be utilized by WCPD Officers, to meet ongoing public safety demands in the city.
(Q1 = 160 hours OT).

Schedule A

2. GRANT ACTIVITY/OBJECTIVE #2: ENFORCEMENT:

The proposed enforcement solution is to conduct 18 DRE cannabis/drug enforcement operations during the grant period. These operations will be on overtime, using veteran WCPD Officers (trained in DRE/SFST/ARIDE), working as a 2-man unit in 1 dedicated vehicle and targeting areas in the city where cannabis/drug arrests/citations occur, and/or areas closest to nearby dispensaries. Although these dedicated enforcement operations will likely result in increased arrests/citations during the early quarters of the grant, by the end of the grant, our aim is to realize a decrease in arrests/citations, demonstrating an improvement in community safety.

The first part of this objective is to purchase and equip a dedicated DRE cannabis/drug enforcement vehicle. Aim to use for all DRE cannabis/drug enforcement overtime operations, starting in Q2.
(Q1 = purchase and equip, Q2 = use for 6 operations; Q3 = use for 6 operations; Q4 = use for 6 operations).

The second part is to conduct the DRE cannabis/drug enforcement operations (using overtime). Through Q3, cannabis/drug arrests and citations are expected to increase. By Q4, the aim is reducing cannabis/drug arrests and citations by 15%. The results of these bi-monthly operations conducted from Q2 to Q4 will be compared to a comparable time period before the grant, using local CAD-RMS data.
(Q1 = 0; Q2 = 6; Q3 = 6; Q4 = 6).

3. GRANT ACTIVITY/OBJECTIVE #3: EDUCATION:

West Covina PD will conduct a two-part community education campaign specifically targeting cannabis and other drugs. The first part will be 2 in-person community presentations sharing information about cannabis/drug laws and impairment--one will be at a high school and the other will be either at a high school or at a community center/event, with the aim of reaching 100 participants at each presentation. Officers will use overtime to give these presentations.
(Q1 = 1; Q3 = 1).

The second part will be a sustained, strategic social media messaging campaign, using West Covina PD's multiple social media outlets. Aim to release information once per month, publicizing grant activities and also sharing information about cannabis/drug laws, impairment, and responsibilities.
(Q1 = 3; Q2 = 3; Q3 = 3; Q4 = 3).

Project Performance Evaluation
West Covina PD will document results of each cannabis/drug enforcement detail and in-person education presentation and also compile local CAD-RMS data. Using all data sources compiled during the grant, the administrative contact/Grant Director will complete all required grant reports, and a final grant evaluation. The final evaluation will provide a summary of the grant's accomplishments, challenges and significant activities, as well as a narrative stating whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed. A component of the final evaluation will be multiple years of local CAD-RMS data--some years before the grant, then during the grant period--to reveal and document the results of West Covina PD's cannabis/drug enforcement efforts. This final evaluation will be submitted to City leaders, and (at the end of the educational campaign under this grant), released to the community and publicized via WCPD's social media outlets.

Program Sustainability
The supplemental activities/items funded under this grant can be sustained after the grant period. DRE instructors trained under this grant project will pass their knowledge and expertise to other officers throughout the Department, extending beyond the conclusion of this grant. The dedicated DRE enforcement vehicle/patrols can be sustained beyond the conclusion of this grant, using locally funded overtime, supporting DRE/DUI-D enforcement and prosecutions for years to come. West Covina PD has ongoing in-person educational presentations (beyond the conclusion of this grant), and cannabis/drug information can be included in future presentations. Similarly, the social media campaign developed under this grant can be easily continued. This program has full administrative support, and every effort will be made to continue these grant activities after grant conclusion.

Schedule A

Administrative Support

Two West Covina PD Officers that are currently certified in DRE will be sent by the West Covina Chief of Police to complete DRE Instructor training under this grant. When these two Officers are away at training, back fill overtime grant funding will allow West Covina PD to maintain its field deployment level, meet regular/ ongoing public safety needs. This grant will utilize overtime to staff the grant activities, drawing on experienced, veteran Officers to work the cannabis/drug enforcement details. With current staffing levels, these grant overtime activities can be supported.

The grant overtime operations will be supervised/managed by Lieutenant Brian Daniels, who has over twenty years of experience as a sworn Officer, including supervisory experience, and is trained in supervision and field enforcement.

The West Covina Police Department has considerable experience managing grant-funded projects from State and Federal grantors. From our experience with these and other grants, we have become particularly well-versed in innovative program development and evaluation methods. Mr. Alex Houston will serve as the Grant Manager/fiscal manager. With over a decade of experience as the Department's Police Administrative Services Manager, he has successfully obtained and managed over 50 competitive grants totaling over $5 million. He will also handle the purchase of the dedicated cannabis/drug enforcement vehicle, adhering to local purchasing policies.

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
30937	West Covina Police Department	$135,069.00

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs	Education/Outreach Materials & Supplies	$2,000.00
Category Sub-Total		**$2,000.00**
Personnel	Education/Outreach	$640.00
	Backfill	$14,278.00
	DUI Saturation Patrol	$25,701.00
Category Sub-Total		**$40,619.00**
Travel	DRE Instructor Training – Attend Travel	$5,450.00
Category Sub-Total		**$5,450.00**
Equipment	DUI Patrol Vehicle (Includes Outfitting & Decals)	$87,000.00
Category Sub-Total		**$87,000.00**

Grant Total	$135,069.00

Schedule B-1
Budget Narrative

West Covina Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Other Direct Costs

Education/Outreach Materials & Supplies
$2,000.00
Materials for education campaign (Grant Activity #3). These include handouts specific to cannabis/drugs, presentation aids. Estimated cost: $2,000.
CGU APPROVAL IS NEEDED PRIOR TO PURCHASE.

Personnel

DUI Saturation Patrol
$25,701.00
16 DRE cannabis/drug patrols (Grant Activity #2): 16 patrols, 8 hours each x 2 Officers = 288 hours total @ Officer OT rate of $80 = $23,040.
Overtime-derived benefits (10% workers comp, 1.45% medicare, .5% unemployment insurance) = $2,661.
TOTAL COST: $25,701

Backfill
$14,278.00
Officer overtime backfill during 2 DRE Instructor trainings (Grant Activity #1): 160 hours (80-hour training x 2) @ $80 Officer overtime rate = $12,800.
Overtime-derived benefits (10% workers comp, 1.45% medicare, .5% unemployment insurance) = $1,478
TOTAL COST: $14,278

Education/Outreach
$640.00
2 Education presentations using Officer overtime (Grant Activity #3): 2 in-person presentations x 4 hours each (including preparation) x 2 Officers @ $80 OT rate.
TOTAL COST: $640.

Travel

DRE Instructor Training – Attend Travel
$5,450.00
DRE Instructor training costs for 2 WCPD Officers (Grant Activity #1): Free tuition; $925 per diem (meals); $1,800 lodging, including taxes/fees.
UNIT COST: $2,725 x 2 Officers.
TOTAL COST: $5,450.
REIMBURSEMENT WILL BE AT CALIFORNIA STATE (CALHR) RATES. ANY COSTS BEYOND STATE TRAVEL RATES WILL BE THE RESPONSIBILITY OF THE GRANTEE.

Schedule B-1
Budget Narrative

West Covina Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Equipment

DUI Patrol Vehicle (Includes Outfitting & Decals)

$87,000.00

Dedicated DRE Cannabis/drug enforcement vehicle (Grant Activity #2): 1 Dodge Durango Police vehicle @ $57,500 unit cost (current contract pricing, including taxes and fees).

* NOTE: CGU WILL ONLY COVER 1 YEAR RADIO ESSENTIAL SERVICE- AGENCY IS RESPONSIBLE FOR REMAINING WARRANTY COSTS

Equipping dedicated DRE cannabis/drug enforcement vehicle with standard police equipment (Grant Activity #2). Vehicle mounted equipment includes emergency lights/sirens, prisoner cage, cargo/weapons boxes/racks, and electrical controls. This vehicle will also have special identifying DRE graphics, distinguishing this dedicated vehicle. Total vendors estimate: $29,500.

Note: West Covina PD can contribute an existing radio and MDC to this vehicle, so those costs will not be part of this grant.

* NOTE: CGU WILL ONLY COVER 1 YEAR RADIO ESSENTIAL SERVICE- AGENCY IS RESPONSIBLE FOR REMAINING WARRANTY COSTS

ATTACHMENT NO. 2

RESOLUTION NO. 2026-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE APPLICATION FOR AND ACCEPTANCE OF GRANT FUNDS FROM THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL CANNABIS TAX FUND GRANT PROGRAM, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL GRANT DOCUMENTS, AND ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (2026-27 CTFGP LAW ENFORCEMENT GRANT)

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

WHEREAS, the Cannabis Tax Fund Grant Program ("Grant Program") is made available and administered through the Department of California Highway Patrol (CHP) to support local efforts for education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products; and

WHEREAS, the purpose of the grant funding is to help agencies reduce and mitigate the impacts of impaired driving within their communities; and

WHEREAS, the City of West Covina Police Department submitted an application for grant funds through the Grant Program; and

WHEREAS, the CHP has awarded the Police Department $135,069.00 in grant funds for the period of July 1, 2026 through June 30, 2027; and

WHEREAS, the City is required to submit a City Council resolution providing approval to receive grant funding from the Grant Program; and

WHEREAS, on May 5, 2026, the City Manager presented to the City Council a proposed budget for Fiscal Year 2026-27 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 16, 2026, the City Council adopted a budget for Fiscal Year 2026-27; 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 approves the application for and acceptance of grant funds in the amount of $135,069.00 from the California Highway Patrol Cannabis Tax Fund Grant Program for the period of July 1, 2026 through June 30, 2027.

SECTION 2. The City Council authorizes the City Manager or his designee to execute all grant documents, including, but not limited to, the grant agreement, including any extensions or amendments thereof, in such form as approved by the City Attorney, to accept and administer the grant, and to take all steps necessary to implement this authorization and the Grant Program requirements and objectives.

SECTION 3. The City Council approves Budget Amendment No. 2027-07, attached hereto as Exhibit A, for Fiscal Year 2026-27.

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 1st day of September, 2026.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, CMC, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2026-88 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 1st day of September, 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 2026-27
Budget Amendment No. 2027-07

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 141 –Cannabis Tax Fund			
Revenue	0	135,069	135,069
Expenditures	0	135,069	135,069
Net Change in Fund Balance	**0**	**0**	**0**
REVENUE TOTAL INCREASE		**135,069**	
EXPENDITURE TOTAL INCREASE		**135,069**	