



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

[Public Comment Instructions](#)

Updated Agenda - 10.3.2026 Added Firefighter Side Letter Item #4

**OCTOBER 6, 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 OCTOBER 6, 2026, 7:00 PM
REGULAR MEETING**

INVOCATION

Led by Pastor Matt Chavez from One and All Church

PLEDGE OF ALLEGIANCE

Led by Councilwoman Diaz

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

PRESENTATIONS

- Taste of West Covina Presentation Recognizing Partea NYC
- Taste of West Covina Presentation Recognizing Bahia Ensenada Grill
- Proclamation Celebrating Hispanic Heritage Month

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 SEPTEMBER 15, 2026, CITY COUNCIL/SUCCESSOR AGENCY5 REGULAR SESSION MEETING MINUTES.

That the Council approve the September 15, 2026, City Council/Successor Agency/Regular Session Meeting Minutes.

CITY MANAGER'S OFFICE

2) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE

It is recommended that the City Council authorize the City Manager to execute the Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for collecting and reporting data for the National Transit Database (NTD), in such final form as approved by the City Attorney.

COMMUNITY SERVICES

3) CONSIDERATION OF A COOPERATIVE AGREEMENT WITH THE YOUTH SCIENCE CENTER REGARDING THE GALSTER WILDERNESS PARK NATURE CENTER

It is recommended that the City Council approve the Cooperative Agreement between the City of West Covina and the Youth Science Center (YSC) for the operation and programming of the Galster Wilderness Park Nature Center and authorize the City Manager to execute the agreement, in substantially the form as attached and in such final form as approved by the City Attorney.

HUMAN RESOURCES

4) RESOLUTION NO. 2026-100 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA ADOPTING THE SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 3226 (WCFFA)

It is recommended that the City Council adopt Resolution No.2026-100, approving the Side Letter of Agreement between the City of West Covina and the West Covina Firefighters Association, I.A.F.F. Local 3226, modifying Article 27, Holidays, and Article 22, Promotional Lists: Acting Upgrade and Rank for Rank Coverage, of the current Memorandum of Understanding.

POLICE DEPARTMENT

**5) CONSIDERATION OF APPLICATION FOR 2026 JUSTICE ASSISTANCE GRANT (JAG)
FROM U.S. DEPARTMENT OF JUSTICE**

It is recommended that the City Council:

1. Review the proposed 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program application items;
2. Authorize staff to submit the application and accept the award totaling \$25,740;
3. Authorize the Mayor to execute the Certifications and Assurances by the Chief Executive of the Applicant Government 30 days after this Council meeting in accordance with JAG requirements;
4. Designate the Mayor, City Manager, and City Manager's designee to certify and execute all grant related documents;
5. Adopt the following resolution:

RESOLUTION NO. 2026-97 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (2026 JUSTICE ASSISTANCE GRANT)

6) CONSIDERATION OF 2026-27 OFFICE OF TRAFFIC SAFETY (OTS) GRANT

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

1. Accept 2026-27 grant number PT27175 from the State Office of Traffic Safety (OTS), and authorize the City Manager and staff designees to execute the Grant Agreement and all grant related documents, in such form as approved by the City Attorney; and
2. Adopt the following resolution:

RESOLUTION NO. 2026-98 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (OFFICE OF TRAFFIC SAFETY 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
October 20, 2026

Regular Meeting

7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Section 2-47. - Addressing the council.

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

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

- (a) Each person wishing to address the city council shall submit a speaker card to the city clerk prior to the commencement of the time designated for oral communications. No speaker cards will be accepted after the commencement of oral communications, except at the discretion of the presiding officer.*
- (b) When called forward by the presiding officer or the city clerk, each person addressing the city council shall step up to the podium and give his or her name and city of residence in an audible tone of voice for the record.*
- (c) Each person addressing the city council during oral communications shall limit his or her comments to three (3) minutes, unless the time limit is modified by the presiding officer or the city council. In order to provide all speakers the opportunity to participate in oral communications, the presiding officer or the city council may reduce the time limit to allow reasonable time for all speakers to address the city council.*
- (d) All remarks shall be addressed to the city council as a body and not to any member thereof. No person, other than the city council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the city council, without the permission of the presiding officer. No question shall be asked of a council member except through the presiding officer.*
- (e) The presiding officer may require any person to be sworn as a witness before addressing the city council on any subject. Any such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the California Penal Code.*

Section 2-50. - Decorum—Required.

- (a) While the city council is in session, council members shall preserve order and decorum, and a council member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any council member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.*
- (b) Members of the public shall not willfully disrupt the meeting or act in a manner that actually disrupts, disturbs, impedes, impairs, or renders infeasible the orderly conduct of the meeting. For the purposes of this Code, "willfully disrupt" includes, but is not limited to, continuing to do any of the following after being warned by the presiding officer that the behavior is disrupting the meeting and failure to cease the behavior may result in removal from the meeting:*
 - (1) Addressing the mayor or city council without first being recognized.*
 - (2) Persisting in addressing a subject or subjects, other than that before the mayor and city council.*
 - (3) Repetitiously addressing the same subject.*

- (4) *Failing to relinquish the podium when directed to do so.*
- (5) *From the audience, interrupting or attempting to interrupt, a speaker, the presiding officer, a council member, or a staff member, or shouting or attempting to shout over a speaker, the presiding officer, a council member or a staff member.*
- (6) *From the audience, engaging in disorderly, disruptive, or boisterous conduct, including, but not limited to, handclapping, stomping of feet, whistling, making noise, use of abusive, threatening or profane language or obscene gestures, yelling, obstructing the view of other audience members, or similar conduct which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting.*
- (7) *As a speaker, making slanderous or profane remarks or using loud, threatening, or abusive language which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting; interrupting or attempting to interrupt the presiding officer, a council member, or a staff member; shouting over or attempting to shout over the presiding officer, a council member, or a staff member; or engaging in any other disorderly conduct which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting. Nothing in this section or any rules of the city council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the city or of the acts or omissions of the city council.*
- (8) *Engaging in behavior that constitutes use of force or a true threat of force.*
- (c) *It shall be unlawful to violate the provisions of this section. A person violating this section may be removed and barred from further participation at the meeting at which the violation occurs.*
- (d) *If any subsection, sentence, clause, or phrase or word of this section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this section. The city council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.*

Section 2-51. - Enforcement of decorum.

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

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

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

The following are excerpts from the Penal Code:

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

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

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

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



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 6, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: CONSIDERATION OF APPROVAL FOR THE SEPTEMBER 15, 2026, CITY COUNCIL/SUCCESSOR AGENCY'S REGULAR SESSION MEETING MINUTES.

RECOMMENDATION:

That the Council approve the September 15, 2026, City Council/Successor Agency/Regular Session Meeting Minutes.

BACKGROUND:

That the City Council adopt the attached minutes, the September 15, 2026 Closed Session Meeting was cancelled.

Prepared by: Lisa Sherrick, Assistant City Clerk

Attachments

Attachment No. 1 - 9.15.2026 Draft Regular Minutes

CITY COUNCIL GOALS & OBJECTIVES: Enhance City Image and Effectiveness

DRAFT



CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

**SEPTEMBER 15, 2026, 7:00 PM
REGULAR MEETING**

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

MINUTES

INVOCATION

Led by Assistant City Clerk Lisa Sherrick

PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Cantos

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

Closed Session was canceled.

PRESENTATIONS

- **Taste of West Covina Presentation Recognizing Code Ninjas**
- **Taste of West Covina Presentation Recognizing Kumon**
- **Certificate Celebrating City2City Basketball**

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.

Josh Murray
Leslie Garcia
Howard VanderEb
Yvonne VanderEb
Francine Santamaria
Sherrie Berillon
Jerri Potras
Ray Vargas
Cassandra Cuenca
Mark VanderEb
Mario Sobalvarro
Lisette Velasquez
JD
Steve Bennett
John-Ray Ingalla

CONSENT CALENDAR

APPROVAL OF MEETING MINUTES

- 1) **CONSIDERATION OF APPROVAL FOR THE SEPTEMBER 1, 2026, CITY COUNCIL/SUCCESSOR AGENCY/COMMUNITY SERVICES BOARD REGULAR SESSION MEETING MINUTES.**

Motion by Mayor Pro Tem Ollie Cantos, seconded by Councilwoman Rosario Diaz (item was pulled by Mayor Pro Tem Cantos) to approve the September 1, 2026 City Council minutes with a correction regarding the date the Data Center item will return to Council. The change will reflect a change in date from Sunday to Tuesday (the next Council Meeting).

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

CITY CLERK'S OFFICE

2) BIENNIAL REVIEW OF CONFLICT OF INTEREST CODE

Motion by Councilman Tony Wu, seconded by Councilwoman Rosario Diaz (item was pulled By Councilmember Gutierrez)

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

CITY MANAGER'S OFFICE

3) CONSIDERATION OF A MEMORANDUM OF AGREEMENT WITH THE SAN GABRIEL COUNCIL OF GOVERNMENTS FOR PARTICIPATION IN THE REGIONAL FOOD RECOVERY PROGRAM

Motion by Councilman Tony Wu, seconded by Councilwoman Rosario Diaz

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

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

4) CONSIDERATION OF PROPOSED AZUSA SYNCHRONIZATION PROJECT

This item is receive and file, there is no vote taken.

5) CONSIDERATION OF A RESOLUTION ESTABLISHING CITY POLICY OPPOSING LARGE-SCALE DATA CENTERS AND COMMERCIAL BATTERY ENERGY STORAGE SYSTEM FACILITIES IN WEST COVINA AND DIRECTING STAFF TO FURTHER EVALUATE AND DEVELOP APPROPRIATE REGULATORY APPROACHES

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

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 Lopez-Viado is requesting city staff to provide council with a comprehensive review of just the city's current special event process, fee structure permit requirements, and related city services and what the current permitting process is regarding TUP's. (fees, inspection, requirements, fee waivers, comparison with other cities). Second by Mayor Pro Tem Cantos, no objection.

Mayor Pro Tem Cantos requested the Council to instruct the staff to immediately conduct a geological study to check into the safety of the hill. And then, upon the finding of that study, we move forward with determining our options. Second by Councilman Wu, no objection.

Mayor Pro Tem asked when a detailed report regarding street sweeping would be brought back. City Manager stated before the end of the year.

CITY COUNCIL COMMENTS

None

ADJOURNMENT

Submitted By:

Lisa Sherrick
Assistant City Clerk

Letty Lopez-Viado
Mayor



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 6, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute the Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for collecting and reporting data for the National Transit Database (NTD), in such final form as approved by the City Attorney.

BACKGROUND:

After data reporting was required by Congress in 1974, the Federal Transit Administration's (FTA) NTD was set up to be the repository of data about the financial, operating, and asset conditions of American transit systems. The NTD records the financial, operating, and asset conditions of transit systems, helping to keep track of the industry and provide public information and statistics. The NTD is designed to support local, state and regional planning efforts and help governments and other decision-makers make multi-year comparisons and perform trend analyses. It contains a wealth of information such as agency funding sources, inventories of vehicles and maintenance facilities, safety event reports, measures of transit service provided and consumed, and data on transit employees.

FTA uses NTD data to apportion funding to urbanized and rural areas in the United States. Transit agencies report data on a number of key metrics including Vehicle Revenue Miles (VRM), Vehicle Revenue Hours (VRH), Passenger Miles Traveled (PMT), Unlinked Passenger Trips (UPT), and Operating Expenses (OE).

On November 14, 1980, the voters of the County of Los Angeles approved Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes. At its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data. Annually, data collected by the City's transit contractor is reported by staff to the NTD.

DISCUSSION:

At its June 26, 2025 Board meeting, LACMTA approved the Fiscal Year (FY) 2025-26 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2023-24. Based on its participation in the program, West Covina may invoice LACMTA in the amount of \$126,969 in Proposition A Incentive funds. These Proposition A Incentive funds are separate from the Proposition A funds that are used for the annual Fund Exchange.

This amount is determined by the amount of Vehicle Revenue Miles and the FTA Unit Rate of \$0.67530381923223126. Vehicle Revenue Miles are the miles a vehicle travels while in revenue service. This excludes travel to and from storage facilities, training operators prior to revenue service, road tests and deadhead travel, as well as school bus and charter services.

Except for Fund Exchange, Proposition A Incentive funds may be used for all other regular Proposition A-eligible transportation activities.

LEGAL REVIEW:

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

Prepared by: Kelly McDonald, Assistant to the City Manager

Fiscal Impact**FISCAL IMPACT:**

Once the memorandum of understanding is executed, the City may invoice for payment in the amount of \$126,969. The funds will be deposited in Fund 120 - Proposition A Discretionary.

Attachments

Attachment No. 1 - MOU with LACMTA - Prop A Incentive NTD Voluntary - Report Year 2024

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

MOUPAIWECO26000

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2024**

This Memorandum of Understanding (MOU) is entered into as of June 1, 2026 by and between Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the City of West Covina (the “City”).

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency’s reported data; and

WHEREAS, at its June 26, 2025 meeting, LACMTA approved the Fiscal Year FY 2025-26 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2023-24; and

WHEREAS, the City has voluntarily submitted their FY2023-24 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2023-24 Report Year (the “Project”); and

WHEREAS, on March 31, 2026, the Federal Transit Administration (FTA) published in the Federal Register the FY 2025-26 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

- 1.0 This Memorandum of Understanding (“MOU”) will be in effect from **June 1, 2026**, through **June 30, 2029** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2023-24 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
 - B. Prepared and submitted the FY 2023-24 ANNUAL NTD REPORT of the City’s fixed-route and/or demand response transit service to the NTD on or before **October 31, 2024**;
 - C. Prepared and submitted the FY 2023-24 ANNUAL NTD REPORT of the City’s fixed-route and/or demand response transit service to the LACMTA on or before **February 15, 2025**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2023-24 NTD statistics. LACMTA shall pay the City for submitting the FY 2023-24 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE

For City’s motor bus service, LACMTA shall pay an amount equal to the 136,879 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.67530381923223126 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-RIDE SERVICE

For City’s dial-a-ride service, LACMTA shall pay an amount equal to the 51,139 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.67530381923223126 per revenue vehicle mile. See Attachment A for detail.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2029**, in the amount of **\$126,969** to receive its payment described above.
- 3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAIWECO26000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

- 7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-21-3)
meisterc@metro.net
- 7.1 City's Address:
West Covina
1444 W. Garvey Ave. South
West Covina, CA 91790
Attn: Kelly McDonald
KMcdonald@westcovina.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of West Covina

Los Angeles County Metropolitan
Transportation Authority

Mayor/City Manager

By: _____
STEPHANIE WIGGINS
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Legal Counsel

DAWYN R. HARRISON
County Counsel

By: 
Deputy

Date: _____

Date: 9/21/2026

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY '24
Using FY '26 FTA Formula Programs Apportionment Data Unit Values

[illegible]

Jurisdiction	MODE	Total Vehicle Revenue Miles	\$ from VRM	Tier II Operator Deduction	Total (\$)Due to Jurisdiction
Alhambra	MB	178,987	120,870.60		120,871
Alhambra	DR	103,708	70,034.41		70,034
Artesia	DR	28,014	18,917.96		18,918
Azusa	DR	93,865	63,387.39		63,387
Baldwin Park	MB	198,959	134,357.77		134,358
Baldwin Park	DR	23,197	15,665.02		15,665
Bell	TD	-	-		-
Bell	MB	33,352	22,522.73		22,523
Bell	DR	13,489	9,109.17		9,109
Bellflower	MB	68,623	46,341.37		46,341
Bellflower	DR	17,204	11,617.93		11,618
Bell Gardens	MB	99,031	66,876.01		66,876
Bell Gardens	DR	34,608	23,370.91		23,371
Burbank	MB	232,511	157,015.57	(20,867)	136,148
Burbank	DR	73,033	49,319.46		49,319
Calabasas	MB	85,335	57,627.05		57,627
Calabasas	DR	3,494	2,359.51		2,360
Carson	MB	27,569	18,617.45		18,617
Carson	DR	91,545	61,820.69		61,821
Cerritos	MB	96,604	65,237.05		65,237
Cerritos	DR	44,433	30,005.77		30,006
Compton	MB	181,041	122,257.68		122,258
Compton	DR	-	-		-
Covina	DR	50,185	33,890.12		33,890
Cudahy	MB	33,213	22,428.60		22,429
Cudahy	DR	13,602	9,185.33		9,185
Downey	MB	101,660	68,651.39		68,651
Downey	DR	43,349	29,273.75		29,274
El Monte	MB	236,303	159,576.32		159,576
El Monte	DR	41,777	28,212.17		28,212
Glendora	MB	44,792	30,248.21		30,248
Glendora	DR	48,286	32,607.72		32,608
Huntington Park	MB	123,747	83,566.82		83,567
Huntington Park	DR	42,663	28,810.49		28,810
LACDPWAvocado	MB	38,682	26,122.10		26,122
LACDPWELA	MB	217,273	146,725.29		146,725
LACDPWELA	DR	37,522	25,338.75		25,339
LACDPWEast Valinda	MB	43,961	29,687.03		29,687
LACDPWKing Medical	MB	33,907	22,897.53		22,898
LACDPWWillowbrook Shuttle	MB	73,978	49,957.63		49,958
LACDPWS.Whittier	MB	193,159	130,441.01		130,441
LACDPWAthens	MB	36,741	24,811.34		24,811
LACDPWLennox	MB	28,500	19,246.16		19,246
LACDPWFloranceFirestone	MB	58,491	39,499.20		39,499
Lakewood	DR	48,613	32,828.54		32,829
Lynwood	MB	141,788	95,749.98		95,750
Malibu	DT	5,085	3,433.92		3,434
ManhattanBeach	DR	22,044	14,886.40		14,886
Maywood	MB	33,101	22,353.23		22,353
Maywood	DR	17,698	11,951.53		11,952
MontereyPark	MB	271,277	183,194.39		183,194
MontereyPark	DR	24,343	16,438.92		16,439
Pico Rivera	DR	33,879	22,878.62		22,879
Rosemead	MB	111,720	75,444.94		75,445
Rosemead	DR	44,107	29,785.63		29,786
Santa Fe Springs	DR	16,980	11,466.66		11,467
South Gate	MB	118,005	79,689.23		79,689
South Gate	DT	119,353	80,599.78		80,600
SouthPasadena	DR	24,893	16,810.34		16,810
WestCovina	MB	136,879	92,434.91		92,435
WestCovina	DR	51,139	34,534.36		34,534
West Hollywood	MB	111,869	75,546		75,546
Total		4,491,297	3,032,990	(20,867)	3,012,123
FY26 Revenue Mile Rate	0.6753038				



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 6, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: CONSIDERATION OF A COOPERATIVE AGREEMENT WITH THE YOUTH SCIENCE CENTER REGARDING THE GALSTER WILDERNESS PARK NATURE CENTER

RECOMMENDATION:

It is recommended that the City Council approve the Cooperative Agreement between the City of West Covina and the Youth Science Center (YSC) for the operation and programming of the Galster Wilderness Park Nature Center and authorize the City Manager to execute the agreement, in substantially the form as attached and in such final form as approved by the City Attorney.

BACKGROUND:

The Galster Wilderness Park Nature Center, located at 1620 E. Aroma Drive, is an approximately 960 square-foot facility located within the approximately 40-acre Galster Wilderness Park. The park includes hiking and nature trails, a designated campground, picnic areas, restrooms, a children's play area, and natural open space. Historically, the Nature Center has been utilized for environmental education, nature-based programming, youth activities, and other community educational opportunities.

The Nature Center has been inactive for many years, resulting in limited programming and public use of a facility that has historically served as an educational resource for the community.

The City was recently approached by the Youth Science Center (YSC) regarding an opportunity to reactivate the Nature Center and provide ongoing science, nature, environmental, and STEM-based educational programming. YSC is a nonprofit organization dedicated to improving math and science education and providing interactive educational programs designed to make programs available to residents of all ages and backgrounds.

Following discussions between City staff and YSC, a Cooperative Agreement was drafted establishing the responsibilities of each organization and providing a framework for programming and use of the Nature Center.

DISCUSSION:

The proposed agreement provides an opportunity to reactivate the Galster Wilderness Park Nature Center through a partnership with an established nonprofit educational organization while maintaining City ownership and oversight of the facility.

Under the agreement, YSC would develop, coordinate, and provide educational programming focused on science, nature, environmental education, technology, engineering and math, STEM, and other hands-on educational activities. All programming would be subject to City review and approval. YSC would also provide the personnel, equipment, and materials necessary to conduct all programs.

The agreement would allow YSC to offer free community programs as well as fee-based classes, camps, workshops, and other educational activities at the Nature Center. Approved programming may also utilize the park's nature trails, open grass areas, playground, restrooms, and, with prior city approval, the picnic shelter.

For fee-based activities conducted by YSC, gross program revenue would be distributed 70 percent to YSC and 30 percent to the City. YSC would be responsible for participant registration, collection of program fees, processing refunds, and providing the City with its 30 percent share of revenue along with a monthly financial report.

The City would support the partnership by marketing approved programs through the City's recreation brochure, the Discover, website, and other platforms. The City would also remain responsible for coordinating facility repairs, maintenance, and facility-related improvements deemed necessary by the City. YSC would be responsible for janitorial supplies and services for the Nature Center, including janitorial service at least twice per week unless otherwise directed by the City.

The agreement maintains City control over the facility. City use of the Nature Center and property would take priority over YSC's use, and the City may modify or cancel YSC's use with appropriate notice. YSC would also be required to submit proposed programming and calendars to the City for review and approval.

In addition, the agreement establishes safety and risk management requirements. YSC personnel and volunteers working at the Nature Center would be required to maintain First Aid, CPR, and AED certification and successfully complete a City live scan background check. YSC would also be required to maintain the insurance coverage specified in the agreement.

The proposed term of the agreement is three years, beginning October 7, 2026, and ending September 30, 2029. Either party may terminate the agreement, with or without cause, upon 30 days' written notice, subject to completion of any classes or programs already underway and advertised through the City's recreation brochure.

Staff believes the proposed partnership provides a positive opportunity to bring regular educational programming back to the Nature Center and increase community use of Galster Wilderness Park. The partnership also supports the City's efforts to expand recreational and educational opportunities through community partnerships. By combining the City's facility and resources with YSC's educational programming, the Nature Center can once again serve as an active community resource without requiring the City to independently develop and staff a new Nature Center programming operation.

LEGAL REVIEW:

The City Attorney's Office has reviewed the draft agreement and approved it as to form and will approve the final agreement as to form prior to execution.

OPTIONS:

The City Council has the following options:

1. Approve the staff recommendation; or
2. Provide alternative direction.

Prepared by: Susie Perez, Deputy Community Services Director

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Attachments

Attachment No. 1 - Draft Cooperative Agreement

CITY COUNCIL GOALS & OBJECTIVES: A Creative and Active Community
A Well-Planned Community
Enhance City Image and Effectiveness

**COOPERATIVE AGREEMENT
BETWEEN
CITY OF WEST COVINA
AND
YOUTH SCIENCE CENTER**

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into as of October 7, 2026 ("Effective Date") by and between the CITY OF WEST COVINA, a California municipal corporation ("City") and YOUTH SCIENCE CENTER, a California nonprofit corporation ("YSC").

RECITALS

A. City is the owner of that certain parcel of real property located at 1620 E. Aroma Dr., West Covina, California, known as Galster Wilderness Park (the "Property").

B. The Property is approximately 40 acres in size and includes hiking and interpretive nature trails, a designated campground, a large picnic shelter, picnic tables, restrooms, drinking fountains, a fire pit, a children's play area, parking areas, and natural open space with native coastal sage scrub.

C. The Property also includes a facility that is approximately 960 square feet in size and includes open space and a small office, known as the Galster Wilderness Park Nature Center ("Nature Center").

D. The Nature Center has historically been used for environmental education, nature-based programming, youth activities, and community educational opportunities.

E. YSC is a nonprofit organization dedicated to improving math and science education.

F. The mission of YSC is to inform, instruct and inspire people of all ages and backgrounds to discover the excitement of science and technology through exhibits and programs that promote learning through interaction.

G. YSC and City desire to collaborate with one another in providing regular educational and recreational programming at the Nature Center and desire to memorialize their respective obligations in connection with such collaboration.

NOW, THEREFORE, for and in consideration of the covenants set forth herein, the parties agree as follows:

1.0. TERM

The term of this Agreement will commence on the Effective Date and continue through September 30, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

2.0. TERMINATION

Either party may terminate this Agreement at any time, with or without cause, by giving the other party thirty (30) days written notice of its intention to terminate. If a class or program advertised through the City's Recreation Brochure and provided by YSC is in progress, any written notice to terminate shall become effective at the conclusion of the class or program period.

3.0. PERMITTED USES

- 3.1. YSC may use the Nature Center for educational programming, program preparation, administrative functions directly associated with Nature Center operations, storage of approved program materials and equipment, staff and instructor preparation, free community programs, fee-based classes, camps, workshops, and other activities that are consistent with the intended educational use of the Nature Center, in accordance with the terms of this Agreement, and approved by the City ("Permitted Use"). The Permitted Use includes use of the nature trails, open grass space, playground, and restrooms at the Property. YSC may also use the picnic shelter area of the Property for special events and activities, subject to the City's prior written approval.
- 3.2. YSC may use the Nature Center for YSC's educational outreach and community engagement activities, provided that YSC has obtained the City's prior written approval for such activities.
- 3.3. YSC may bring live animals onto the Property for the exclusive purpose of conducting educational or interactive presentations, including hands-on interactions, subject to the following requirements:
 - (a) YSC shall be solely responsible for the care, custody, control, handling, and supervision of all animals brought onsite.
 - (b) YSC shall comply with all applicable federal, state, and local laws related to animal handling, transportation, and permitting.
 - (c) YSC shall ensure that all animals brought onto the Property are in good health, free of transmissible diseases or parasites.
 - (d) YSC shall ensure that all animals brought onto the Property are appropriate for educational demonstrations or interactive presentations, are fit for public interaction, and are trained, licensed and permitted as required by applicable law.
 - (e) YSC shall not keep or house any animals onsite.
 - (f) YSC shall establish and implement safety protocols and supervision procedures to help minimize the risk of bites, scratches, allergic reactions, or other injuries. YSC shall provide a copy of such protocols and procedures to City.

- (g) Only animals whose fully grown adult weight does not exceed 1,500 pounds and whose height at the shoulder does not exceed 60 inches when standing normally are permitted.
- (h) Animals must be associated with and handled by a licensed and insured organization or business.
- (i) YSC shall defend, with counsel of City's choosing, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers, at YSC's sole expense, from and against any and all claims, actions, losses, damages and/or liability arising out of or connected to animals brought onsite by YSC or its agents, and/or their transportation, handling, and/or interaction with participants and spectators.

3.4. YSC shall not use the Nature Center or the Property for any other purpose without City's prior written approval.

4.0. COOPERATIVE AGREEMENT

City and YSC agree to cooperate with one another to carry out the objectives of this Agreement. City and YSC further agree to collaborate with one another on City-sponsored partnerships, special events, educational opportunities, or collaborative programming that would benefit the community.

5.0. REVENUE SHARING

City and YSC agree that in exchange for YSC's performance of its obligations and responsibilities as set forth in this Agreement, any revenue generated from fee-based activities, programs, camps, or classes conducted by YSC at the Nature Center will be distributed as follows: YSC will receive seventy percent (70%) of the gross revenue and City will receive thirty percent (30%) of the gross revenue.

6.0. CITY'S USE OF NATURE CENTER AND PROPERTY

YSC acknowledges and agrees that City's use of the Nature Center and Property takes priority over YSC's use of the Nature Center and Property. YSC further acknowledges and agrees that City may modify or cancel YSC's use of the Nature Center and Property at any time by providing at least fifteen (15) days' written notice to YSC of such modification or cancellation.

7.0. YSC'S OBLIGATIONS AND RESPONSIBILITIES

- 7.1. YSC will develop, coordinate, and provide educational programming at the Nature Center, subject to the City's written approval of such programming. Such programming will focus on science, nature, environmental education, science, technology, engineering, and mathematics (STEM), and other hands-on educational activities.
- 7.2. YSC shall not modify the programming approved by the City without the City's prior written approval. Except as provided in Section 7.10, YSC may modify and/or cancel programming approved by the City, provided that YSC provides notice via

email to the City of such modification or cancellation at least one (1) week in advance.

- 7.3. YSC will provide to City for City's approval its proposed classes and programs for each season in accordance with the City's Recreation Brochure submission deadlines. City will provide YSC with the applicable submission deadlines for each publication. YSC will include the following information for each proposed class and program: the program title, description, grade range, dates, times, proposed fees, instructor information, any registration requirements, and such other information as may be requested by the City.
- 7.4. YSC will be responsible for registration of participants, fee collection, and refund processing of activities, programs, camps, and classes for all fee-based programs at the Nature Center.
- 7.5. YSC will develop and submit to the City for City's approval a written calendar of all proposed events, activities, classes, programs, and camps at least one (1) month prior to the scheduled start date of the first event listed therein.
- 7.6. YSC shall not modify the calendar of events approved by the City without the City's prior written approval.
- 7.7. On or before the thirtieth (30th) day of each month, YSC shall pay to City its thirty percent (30%) share of all gross revenue obtained during the preceding calendar month. Each payment shall be accompanied by a written report detailing total receipts and the calculation methodology.
- 7.8. YSC will provide all required personnel and be responsible for all agreed upon programming at the Nature Center.
- 7.9. YSC will furnish all necessary and appropriate equipment and materials for programs conducted at the Nature Center.
- 7.10. YSC will not cancel a class or program advertised in the City's Recreation Brochure without prior written approval from the City.
- 7.11. YSC and its employees and agents shall not transport any participant by vehicle or otherwise.
- 7.12. YSC shall provide, at its own cost and expense, all janitorial supplies and janitorial services to the Nature Center.
- 7.13. YSC shall perform, or cause to be performed, janitorial services for the Nature Center facility at least two (2) times per week, unless otherwise directed by the City.
- 7.14. YSC shall require and ensure that each YSC officer, employee, agent, or volunteer at the Nature Center:
 - (a) Is First Aid, CPR, and AED certified; and

- (b) Submits to and passes a criminal background investigation by providing a complete set of fingerprints to the City (Live Scan).

7.15. YSC shall permit Girl Scout Troop 10874 (the "Girl Scouts") to access and use the Nature Center in accordance with the schedule approved by the City, which schedule may be amended from time to time. City will provide YSC with a copy of the approved schedule for the Girl Scouts' use of the Nature Center and will notify YSC of any amendments to such schedule.

8.0. CITY'S OBLIGATIONS AND RESPONSIBILITIES

8.1. City will be responsible for marketing and promoting the activities, programs, camps and classes at the Nature Center agreed upon by City and YSC through the City's Recreation Brochure, Discover publication, website, and other City communication platforms. The manner and frequency of marketing and promotion will be determined by the City at its sole discretion.

8.2. City will be responsible for coordinating and facilitating, through City staff or a City contractor, any repairs, maintenance, or facility-related improvements at the Nature Center, as deemed necessary or appropriate by City in its sole discretion.

9.0. CITY-OWNED EQUIPMENT

9.1. Use of City Equipment. YSC may use the City-owned equipment set forth in Exhibit "A," attached hereto and incorporated herein (the "City equipment"), in the day-to-day use and operation of the Nature Center. YSC shall maintain such equipment in good order and repair, and shall be responsible for any damage or other injury arising out of YSC's use, operation, or maintenance of the equipment.

9.2. Inspection of Equipment. City may, at any time, inspect the City equipment to ensure that YSC is maintaining such equipment in accordance with the terms of this Agreement. YSC shall promptly repair or replace any equipment as directed by City following any such inspection, at YSC's sole cost and expense. If YSC fails to promptly repair or replace any equipment, City may perform the repairs or provide the replacement. If City performs the repairs or provides the replacement, YSC will be responsible for reimbursing the City for the costs incurred by the City within thirty (30) days of receipt of City's request for reimbursement.

9.3. Disposal of Equipment. YSC shall not dispose of any City equipment without City's prior written approval. If YSC determines any City equipment is obsolete or no longer usable, YSC shall provide written notice to City of such determination. City will, in its sole discretion, determine whether such equipment is obsolete or no longer usable and whether such equipment should be disposed of. Unless otherwise agreed to by City and YSC, City will be responsible for the removal and disposal of the City equipment once City determines the equipment is obsolete or no longer usable. The parties shall work together to ensure that any equipment that is obsolete or no longer used is promptly removed and disposed of.

10.0. UTILITIES

City will pay all charges for all electricity, water, sewer, trash, and gas supplied to the Nature Center. YSC shall be responsible for establishing and paying the charges for telephone and internet services at the Nature Center.

11.0. PARKING

YSC acknowledges and agrees there are no designated parking spaces for YSC or its employees or agents and that parking at the Nature Center is available on a first-come, first-served basis.

12.0. ALTERATIONS AND IMPROVEMENTS

12.1. YSC shall not make any alteration of or improvement to the Nature Center or the Property, including, but not limited to, the installation of any fixtures or equipment, without the prior written approval of City. In the event that YSC desires to make any alteration or improvement in or about any of the Property, YSC shall present such request in writing to City at least sixty (60) days prior to the desired commencement date for such alteration or improvement, together with detailed plans of the proposed alteration or improvement; and YSC shall not commence such alteration or improvement unless and until City has granted approval thereto in writing. If City grants written approval to any requested alteration of or improvement to the Nature Center or Property, YSC shall construct such alteration or improvement at YSC's sole cost and expense. City may impose any conditions it deems necessary or appropriate, in its discretion, in connection with the approval of any alterations or improvements requested by YSC. YSC shall comply with any such conditions of approval and all directives of City.

12.2. City has provided preliminary approval for YSC to install a storage container that is approximately twenty feet (20') in length on the north side of the Nature Center. With the exception of the requirement to present the request for the installation at least sixty (60) days prior to the desired installation date, YSC shall comply with all requirements set forth in Section 12.1 in connection with the proposed installation.

13.0. NON-DISCRIMINATION

YSC shall not deny benefits to, harass, discriminate, or allow harassment or discrimination of, any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, nor shall YSC discriminate unlawfully, harass, or allow harassment or discrimination against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status.

14.0. COMPLIANCE WITH NATURE CENTER RULES

City shall make available all applicable governing instruments, policies and procedures, and rules and regulations of the Nature Center to YSC, and YSC shall ensure that YSC and its officers, employees, agents, volunteers, and program participants comply with these instruments, policies and procedures, and rules and regulations.

15.0. COMPLIANCE WITH ALL LAWS AND REQUIREMENTS

YSC shall comply with all applicable federal, state, and local laws, regulations, guidelines, directives, and requirements.

16.0. INDEPENDENT CONTRACTOR

YSC is and shall at all times be acting as an independent contractor and not as an employee of City. YSC and its officers, employees, agents, and volunteers shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of YSC or any of YSC's officers, employees, agents, or volunteers, except as set forth in this Agreement. YSC shall not, at any time, or in any manner, represent that it or any of its officers, employees, agents, or volunteers are in any manner agents or employees of City. YSC shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for YSC and its officers, agents, and employees in connection with this Agreement. YSC shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement.

17.0. INDEMNIFICATION

YSC shall defend, with counsel of City's choosing, indemnify, and hold harmless City, its elected officials, officers, employees, agents, and volunteers, at YSC's sole expense, from and against any and all claims, actions, losses, damages and/or liability arising out of or connected to its performance under this Agreement or from any cause whatsoever which may arise because of the acts or omissions of YSC, its officers, employees, agents and/or volunteers in connection with activities conducted at the Nature Center. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the YSC, its officers, employees, agents, and/or volunteers, but shall be required whenever any claim, action, complaint, or suit asserts liability against the City, its elected officials, officers, employees, and/or agents based upon YSC's performance under this Agreement or its activities conducted at the Nature Center, whether or not YSC or its officers, employees and/or agents are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, YSC shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the City.

18.0. INSURANCE

18.1. Minimum Scope and Limits of Insurance. YSC shall obtain, maintain, and keep in full force and effect during the term of this Agreement the following minimum scope of insurance coverages:

- (a) General liability insurance with coverage at least as broad as Insurance Services Office (ISO) Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The policy shall not contain any endorsement, exclusion, or limitation restricting or eliminating coverage for bodily injury, property damage, or medical expenses arising

from or related to animals, including any animal liability or bite exclusion. If YSC maintains any specialized animal liability coverage, YSC shall provide to City evidence of such coverage.

- (b) Automobile liability insurance at least as broad as ISO Form CA 00 01 covering bodily injury and property damage, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- (c) Sexual abuse/molestation insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. This coverage may be part of general liability coverage or a separate policy.
- (d) Workers' compensation insurance as required by the State of California, with statutory limits, and employer's liability insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

18.2. Additional Requirements.

- (a) Proof of insurance. YSC shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Finance Director prior to use of the Nature Center. Current certification of insurance shall be kept on file with City for the term of this Agreement and for three (3) years after the expiration or termination of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- (b) Duration of coverage. YSC shall procure and maintain for the term of the Agreement, and for three (3) years after the termination or expiration of this Agreement, insurance against claims to persons or damages to property, or financial loss which may arise from or in connection with the use or occupancy of the Nature Center or the Property by YSC, its agents, representatives, employees, subcontractors, invitees, or guests during the term of this Agreement.
- (c) Additional insured status. YSC's general liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that the City of West Covina and its elected and appointed boards, officers, officials, agents, employees, representatives and volunteers shall be additional insureds under such policies. The endorsement shall be at least as broad as ISO Form CG 20 10 (ongoing operations) and ISO Form CG 20 37 (completed operations).
- (d) Primary/non-contributing. Coverage provided by YSC shall be primary, and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance policies shall include or be endorsed to contain a provision that such coverage shall also apply on a primary and

non-contributory basis for the benefit of City before City's own insurance or self-insurance shall be called upon to protect it as a named insured.

- (e) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected and appointed officers, agents, officials, employees, representatives and volunteers or shall specifically allow YSC or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. YSC hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its vendors and subcontractors.
- (f) Notice of cancellation. YSC shall oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of YSC's insurers are unwilling to provide such notice, then YSC shall notify the City immediately in the event of YSC's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.
- (g) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City.
- (h) Enforcement of agreement provisions (non-estoppel). YSC acknowledges and agrees that any actual or alleged failure on the part of City to inform YSC of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- (i) Requirements not limiting. Requirements of specific coverage features, or limits contained in this Section, are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type. If YSC maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by YSC. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
- (j) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

- (k) City's right to revise specifications. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving YSC at least thirty (30) days advance written notice of such change.
- (l) Timely notice of claims. YSC shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from YSC's use or occupancy of the Nature Center or the Property, and that involve, or may involve, coverage under any of the required liability policies.

18.3. Deductible or Self-Insured Retention. If any of the required policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

18.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which YSC may be held responsible for payments of damages to persons or property.

19.0. ASSIGNMENT

YSC shall not assign this Agreement, nor any of its rights, obligations, or duties hereunder in whole or in part without the prior written consent of City in its sole and absolute discretion. Any attempted assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

20.0. GOVERNING LAW; VENUE

The laws of the State of California shall govern this Agreement and all matters relating to it. Any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Los Angeles, State of California.

21.0. NOTICES

Any notices, documents, correspondence or other communications concerning this Agreement may be provided by personal delivery or by U.S. mail, with postage properly prepaid and addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; and (b) on the earlier of the date actually received or on the third day after the postmark if such communication is sent through regular United States mail. Notwithstanding the foregoing, day-to-day operational communications, including requests for written approval pursuant to this Agreement, and non-legal notices relating to this Agreement may be sent via email to the designated representatives set forth below. An email shall be deemed received upon transmission during the City's normal business hours (7:30 a.m. to 5:30 p.m. Monday through Thursday), or at the start of the next business day if sent outside those hours.

To YSC:

Diana Padilla
Youth Science Center
1706 Wedgeworth Dr.
Hacienda Heights, CA 91745

To City:

Susie Perez
City of West Covina
2501 E. Cortez St.
West Covina, CA 91791

22.0. ENTIRE AGREEMENT

This Agreement represents the entire understanding of the parties as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement.

23.0. AMENDMENTS

This Agreement may be modified or amended only by a written document executed by parties.

24.0. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25.0. NO THIRD-PARTY BENEFICIARY RIGHTS

This Agreement is entered into for the sole benefit of City and YSC and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

26.0. CONSTRUCTION

The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

27.0. 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.

28.0. 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 so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA

Milan Mrakich
City Manager

Date: _____

YOUTH SCIENCE CENTER

Diana Padilla
Program Director

Date: _____

ATTEST:

Lisa Sherrick, CMC
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

Karen Ogawa
Finance Director

EXHIBIT A

CITY EQUIPMENT

[to be finalized/attached prior to execution of agreement]

DRAFT



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 6, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: RESOLUTION NO. 2026-100 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA ADOPTING THE SIDE LETTER OF AGREEMENT BETWEEN THE CITY AND THE WEST COVINA FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 3226 (WCFFA)

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No.2026-100, approving the Side Letter of Agreement between the City of West Covina and the West Covina Firefighters Association, I.A.F.F. Local 3226, modifying Article 27, Holidays, and Article 22, Promotional Lists: Acting Upgrade and Rank for Rank Coverage, of the current Memorandum of Understanding.

BACKGROUND:

The City of West Covina and the West Covina Firefighters Association, I.A.F.F. Local 3226 ("Association"), are parties to a Memorandum of Understanding ("MOU") that remains in effect through June 30, 2028.

The City and the Association have met and conferred regarding proposed modifications to two existing provisions of the MOU. Following discussions, the Parties reached agreement to modify the provisions addressing holidays and temporary upgrade pay.

The proposed changes are set forth in a Side Letter of Agreement and, upon approval, will replace the existing language in Article 27, Holidays, and Article 22, currently entitled Promotional Lists: Acting Upgrade and Rank for Rank Coverage.

DISCUSSION:

Article 27 – Holidays

The Side Letter of Agreement replaces the existing provisions of Article 27 in their entirety and establishes the holidays to be observed by the City and the Association.

The revised holiday provisions include the following legal holidays:

- New Year's Day
- Presidents' Day
- Easter
- Memorial Day
- Juneteenth
- Independence Day

- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

The proposed Side Letter also continues to distinguish between unit members hired on or before December 31, 2012, and unit members hired on or after January 1, 2013.

For unit members hired on or before December 31, 2012, employees who are normally required to work on approved holidays due to scheduled staffing requirements will have the option to elect either:

- Holiday Pay: Twelve (12) hours of Holiday Pay per month, calculated at straight time; or
- Holiday Leave Credit: Eight (8) hours of Holiday Leave Credit per month, subject to the terms and usage requirements established in the Side Letter of Agreement.

Employees must make their election between Holiday Pay and Holiday Leave Credit by December 1 of the previous calendar year. Holiday Leave Credit must be used by the end of the fiscal year in which it is earned and may not be carried over into the following fiscal year.

For unit members hired on or after January 1, 2013, employees who are normally required to work on approved holidays due to scheduled staffing requirements will receive Holiday Pay equal to one holiday, or twelve (12) hours, per month at straight time, regardless of whether the employee works on the observed holiday.

The Side Letter further provides that Holiday Pay is special compensation and will be reported to CalPERS as permitted and required under applicable law and Title 2 of the California Code of Regulations.

Article 22 – Temporary Upgrade Program

The Side Letter of Agreement also replaces the existing provisions of Article 22 in their entirety and retitles the section as Temporary Upgrade Program.

Under the revised language, scheduled promotional examinations will continue to be conducted every two years during the spring season to maintain a continuous list of qualified personnel for acting assignments and promotional opportunities.

The proposed examination schedule provides that:

- Fire Captain and Firefighter Paramedic examinations will be conducted in odd-numbered years.
- Fire Engineer examinations will be conducted in even-numbered years.
- Additional examinations may be scheduled at the request of the Department's personnel officer in accordance with applicable City personnel rules.

The revised provision further clarifies that acting temporary and rank-for-rank coverage assignments are intended only for short-term, temporary absences, such as Company Officer training meetings. Unit members who are required by the City to work in an upgraded position or classification of limited duration will receive Temporary Upgrade Pay equal to five percent (5%) for the duration of the temporary assignment. To qualify for Temporary Upgrade Pay, the employee must perform one hundred percent (100%) of the duties of the upgraded position or classification.

The Side Letter further provides that, to the extent permitted by law, Temporary Upgrade Pay constitutes special compensation for CalPERS classic member employees and will be reported accordingly pursuant to Title 2, California Code of Regulations, Section 571.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form. The City's labor counsel, Liebert Cassidy Whitmore, has reviewed and approved the Side Letter of Agreement.

OPTIONS:

The City Council may:

1. Approve the Side Letter of Agreement as presented;
2. Provide direction to staff regarding modifications to the Side Letter; or
3. Take no action, in which case the existing MOU provisions will remain in effect.

Prepared by: Karen Ogawa, Finance Director

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Attachments

Attachment No. 1 Resolution No. 2026-100 Fire Fighters Association Side Letter

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Maintain Good Intergovernmental Relations

RESOLUTION NO. 2026-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 3226

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

WHEREAS, the City of West Covina ("City") and the West Covina Firefighters' Association, I.A.F.F., Local 3226 ("FFA") are parties to a Memorandum of Understanding (MOU) covering the period of July 1, 2025 through June 30, 2028; and

WHEREAS, the City and FFA have met and conferred regarding modifications to provisions of the MOU relating to holidays and temporary upgrade pay in accordance with the Meyers-Milias-Brown Act (California Government Code § 3500 et seq.); and

WHEREAS, the City and FFA have memorialized their agreement in a Side Letter of Agreement, which is attached hereto as Exhibit "A."

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

SECTION 1. The City Council hereby approves the Side Letter of Agreement between the City and FFA, attached hereto as Exhibit "A."

SECTION 2. The City Council authorizes the City Manager to execute the Side Letter of Agreement on behalf of the City.

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 6th day of October, 2026.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, CMC, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2026-100 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 6th day of October 2026, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

EXHIBIT A

SIDE LETTER OF AGREEMENT

**SIDE LETTER OF AGREEMENT BETWEEN
CITY OF WEST COVINA AND
WEST COVINA FIREFIGHTERS ASSOCIATION, I.A.F.F. LOCAL 3226**

This Side Letter of Agreement ("Agreement") between the City of West Covina ("City") and the West Covina Firefighters Association, I.A.F.F., Local 3226 ("Association"), (collectively, "Parties"), is entered into with respect to the following:

WHEREAS, the Parties are currently subject to a Memorandum of Understanding (MOU) that does not expire until June 30, 2028;

WHEREAS, the Parties have met and conferred and believe that it is in the best interests of both sides to modify two existing provisions set forth in the MOU;

WHEREAS, the following sets forth the Parties' Agreement:

1. The current provision set forth in Article 27, entitled "Holidays", shall be replaced in its entirety with the following:

SECTION 27. HOLIDAYS

The City and Association agree that the following days shall be observed as legal holidays:

- New Year's Day (January 1st)
- Presidents' Day
- Easter
- Memorial Day (Last Monday in May)
- Juneteenth (June 19th)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans Day (November 11th)
- Thanksgiving (4th Thursday in November)
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- New Year's Eve (December 31st)

Unit Members Hired By The City On Or Before December 31, 2012

Unit Members hired by the City on or before December 31, 2012 who are normally required to work on an approved holiday because their positions require scheduled

staffing without regard to holidays shall have the option to be paid Holiday Pay or receive Holiday Leave Credit as follows:

- Holiday Pay = Employees shall receive Holiday Pay of 12 hours per month, regardless of whether the employee works on the observed holiday. Payment will be made on a monthly basis and calculated at straight time for one holiday (12 hours) per month with no specific date designated.
- Holiday Leave Time (compensatory time off) = Employees shall accrue 8 hours of Holiday Leave Credit per month, regardless of whether the employee works on the observed holiday. Holiday Leave Credit must be used by the end of the fiscal year in which it is earned and cannot be rolled over into the next fiscal year. If an employee opts to take a day off using Holiday Leave Credit, it shall be reported as normal earnings.

Employees must make their election between Holiday Pay and Holiday Leave Credit by December 1st of the previous calendar year. See attached Appendix I Holiday Leave Time/Holiday. Pay. Request Form. If an employee terminates prior to the effective date of the observed holiday, the Holiday Pay will be deducted from the final check. The parties agree that the Holiday Pay is special compensation and shall be reported by the City to CalPERS as such, pursuant to Title 2 CCR Section 571.

Unit Members Hired By The City On Or After January 1, 2013

Unit Members hired by the City on or after January 1, 2013 who are normally required to work on an approved holiday because their positions require scheduled staffing without regard to holidays shall earn Holiday Pay regardless of whether the employee works on the holiday. Holidays shall be paid on the basis of one holiday (12 hours) per month, calculated at straight time. The parties agree that the Holiday Pay is special compensation and shall be reported by the City to CalPERS as such, pursuant to Title 2 CCR Sections 571 and 571.1.

2. The current provision set forth in Article 22, entitled "Promotional Lists: Acting Upgrade and Rank for Rank Coverage", shall be replaced in its entirety with the following:

SECTION 22. TEMPORARY UPGRADE PROGRAM

Scheduled promotional exams will be conducted every two years, during spring season, for Fire Captain, Fire Engineer, and Firefighter Paramedic to ensure a continuous list of qualified personnel are available for acting positions as well as promotional opportunities. Fire Captain and Firefighter Paramedic examinations will be held in odd numbered years and Fire Engineer will be held in even-numbered

years. Additional examinations may be scheduled if requested by the personnel officer of the Department in accordance with the city personnel rules.

Acting temporary and rank for rank coverage provisions shall be used only in the event of short-term, temporary absences, e.g., Company Officer training meetings.

Unit Members who are required by their employer to work in an upgraded position/classification of limited duration (alternately referred to as acting temporary pay and rank for rank coverage) shall receive 5% Temporary Upgrade Pay for the duration of the temporary assignment. Employees must perform 100% of the duties of the upgraded position/classification to qualify for Temporary Upgrade Pay. The Parties agree that to the extent permitted by law, Temporary Upgrade Pay is special compensation for "classic member" employees and shall be reported as such pursuant to Title 2 CCR, Section 571.

FOR THE CITY OF WEST COVINA

City Manager

Date

FOR THE WEST COVINA FIREFIGHTERS' ASSOCIATION

President

Date



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 6, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: CONSIDERATION OF APPLICATION FOR 2026 JUSTICE ASSISTANCE GRANT (JAG) FROM U.S. DEPARTMENT OF JUSTICE

RECOMMENDATION:

It is recommended that the City Council:

1. Review the proposed 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program application items;
2. Authorize staff to submit the application and accept the award totaling \$25,740;
3. Authorize the Mayor to execute the Certifications and Assurances by the Chief Executive of the Applicant Government 30 days after this Council meeting in accordance with JAG requirements;
4. Designate the Mayor, City Manager, and City Manager's designee to certify and execute all grant related documents;
5. Adopt the following resolution:

RESOLUTION NO. 2026-97 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (2026 JUSTICE ASSISTANCE GRANT)

BACKGROUND:

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

DISCUSSION:

The West Covina Police Department identified and prioritized unmet law enforcement supply needs in alignment with the JAG Program purpose areas and restrictions. The total cost of these items is \$25,740, which matches the full grant amount available to the City. The proposed purchases include:

- \$5,100 for an estimated 17 cartridges/battery sets for non-lethal weapons;
- \$9,500 for one data recovery tool that retrieves digital and cellphone data for police investigations;

- \$11,140 for an estimated five computers and storage drives for police operations.

Funding these items through the 2026 Justice Assistance Grant complies with federal purpose areas and meets all BJA requirements.

With City Council approval, staff will proceed with securing the \$25,740 grant. The application process requires the submission of a "Certifications and Assurances by the Chief Executive of the Applicant Government" form, which must be signed by the Mayor (see Attachment No. 1). To meet BJA requirements, this form will be submitted to USDOJ 30 days after this Council meeting and after the application is made public.

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

LEGAL REVIEW:

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

Prepared by: Alex B. Houston, Police Executive Administrator

Additional Approval: Karen Ogawa, Finance Director

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

The City of West Covina will receive an estimated \$25,740 in 2026 BJA Justice Assistance Grant funds to meet unfunded law enforcement supply needs, coded to Fund 130. There is no local match requirement, and no cost to the City General Fund. This is a reimbursable grant, which means that the City Council must first appropriate funds before staff can complete the purchases and submit for reimbursement. As detailed in the proposed budget amendment, City staff is recommending an expenditure appropriation of \$25,740 and a corresponding revenue appropriation in Fund 130.

Attachments

Attachment No. 1 - 2026 JAG Certifications

Attachment No. 2 - Resolution 2026-97 with Exhibit A

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

ATTACHMENT NO. 1

Edward Byrne Memorial Justice Assistance Grant Program FY 2026 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2026 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2026 JAG funding on behalf of the unit of local government.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

RESOLUTION NO. 2026-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (2026 JUSTICE ASSISTANT GRANT)

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

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 hereby approves Budget Amendment No. 2027-08, attached hereto as Exhibit A, for Fiscal Year 2026-27.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 6th day of October, 2026.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, CMC, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2026-97 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 6th day of October, 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. 2027-08

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 130 –BJ JAG			
Revenue	23,940	25,740	49,680
Expenditures	23,940	25,740	49,680
Net Change in Fund Balance	0	0	0
REVENUE TOTAL INCREASE		25,740	
EXPENDITURE TOTAL INCREASE		25,740	



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: October 6, 2026

TO: Mayor and City Council

FROM: Milan Mrakich, City Manager

SUBJECT: CONSIDERATION OF 2026-27 OFFICE OF TRAFFIC SAFETY (OTS) GRANT

RECOMMENDATION:

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

1. Accept 2026-27 grant number PT27175 from the State Office of Traffic Safety (OTS), and authorize the City Manager and staff designees to execute the Grant Agreement and all grant related documents, in such form as approved by the City Attorney; and
2. Adopt the following resolution:

RESOLUTION NO. 2026-98 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (OFFICE OF TRAFFIC SAFETY GRANT)

BACKGROUND:

The State of California's Office of Traffic Safety (OTS) administers grant funding made available to California by the National Highway Traffic Safety Administration (NHTSA), to address the current and future traffic safety needs in the State. OTS funds more than \$100 million dollars annually in innovative, evidence-based enforcement, education, and technologies designed to improve road and driver safety, competitively rating and awarding grant applications across the State. West Covina has obtained many of these competitive grants in the past.

DISCUSSION:

The Police Department has obtained a new competitive grant from OTS. This grant totals \$56,000, with the overall goal of reducing fatal and injury collisions in West Covina—see Attachment No. 1. This grant funds special enforcement mobilizations identified by OTS as best practice strategies. These include saturation patrols, sobriety checkpoints, and traffic enforcement operations that target problematic locations. Most of this grant is comprised of sworn Officer overtime, but also includes funding for traffic enforcement training, and supplies.

This grant is reimbursable, contributing \$56,000 exclusively for the project activities, between October

1, 2026 and September 30, 2027. These funds cannot be used for other purposes or to supplant existing funding.

LEGAL REVIEW:

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

Prepared by: Alex B. Houston, Police Executive Administrator

Additional Approval: Karen Ogawa, Finance Director

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

The City will receive \$56,000 in reimbursement funds from OTS during the grant period. As detailed in the proposed budget amendment, Staff is recommending expenditure appropriations of this amount and balancing revenue appropriations in Fund 207. There is no impact to the City's General Fund.

Attachments

Attachment No. 1 - OTS Grant Agreement PT27175

Attachment No. 2 - Resolution 2026-98

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY West Covina	3. Grant Period From: 10/01/2026 To: 09/30/2027
4. AGENCY UNIT TO ADMINISTER GRANT West Covina Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$56,000.00 Allocation is contingent upon availability of federal funds.	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: • Schedule A – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* – OTS Grant Program Manual • Exhibit C – Grant Electronic Management System (GEMS) Access *The item shown with an asterisk (*), is hereby incorporated by reference and made a part of this agreement as if attached hereto. This document can be viewed at the OTS home web page under Grants: www.ots.ca.gov. Use of OTS Grant Agreement template in lieu of the California Model Agreement (CMA) The California Office of Traffic Safety (OTS) utilizes its standardized OTS Grant Agreement template for awards. The format, structure, and uniformity of the OTS Grant Agreement template allows for processing through Grant Electronic Management System (GEMS). OTS's approach to using the OTS Grant Agreement template is consistent with the California Model Agreement (CMA) developed by University of California Office of the President (UCOP) and directed by the Department of General Service (DGS). For more information, please review the OTS Grant Program Manual. Pre-Agreement Work No work shall commence and no costs shall be incurred prior to the grant start date or the grant agreement being fully signed and executed. Any such costs are incurred at the grantee's own risk and may not be reimbursed.	

8. Approval Signatures

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 grant terms and conditions described herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

A. GRANT DIRECTOR NAME: Doug Weischedel TITLE: Sergeant EMAIL: dweischedel@wcpd.org PHONE: (626) 939-8500 ADDRESS: 1444 West Garvey Avenue South West Covina, CA 91790 _____ (Signature) (Date)	B. AUTHORIZING OFFICIAL NAME: Milan Mrakich TITLE: City Manager EMAIL: mmrakich@westcovina.org PHONE: (626) 939-8401 ADDRESS: 1444 West Garvey Avenue South West Covina, CA 91790 _____ (Signature) (Date)
C. FISCAL OFFICIAL NAME: Alex Houston TITLE: Police Executive Administrator EMAIL: ahouston@wcpd.org PHONE: 626-939-8536 ADDRESS: 1444 West Garvey Avenue South West Covina, CA 91790 _____ (Signature) (Date)	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Stephanie Dougherty TITLE: Director EMAIL: stephanie.dougherty@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 _____ (Signature) (Date)

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Mary Khang ADDRESS: 2208 Kausen Drive Suite 300 Sacramento, CA 95758	9. SAM INFORMATION SAM #: ZHHFLMKMZKL1 REGISTERED ADDRESS: 1444 W. Garvey Ave. S CITY: West Covina ZIP+4: 91790-2716
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405e DDA-	20.616	0521-0890-101	2026	19/26	BA/26	\$8,000.00
402PT-27	20.600	0521-0890-101	2026	19/26	BA/26	\$15,000.00
164ID-27	20.608	0521-0890-101	2026	19/26	BA/26	\$33,000.00
				AGREEMENT TOTAL		\$56,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		
				\$56,000.00		
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above, notwithstanding allocations contingent on availability of federal funds.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		
				\$ 0.00		
OTS ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE		
				\$56,000.00		

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

With a population of about 110,000, the City of West Covina lies in the heart of the San Gabriel Valley (eastern Los Angeles County). Encompassing 17 square miles, the City is a mix of residential, multicultural households, with a majority identifying as Hispanic/Latino and a significant Asian population, and retail shopping areas, right off of the Interstate 10 freeway. It features a blend of architectural styles, strong municipal infrastructure, parks like Galster Wilderness, and shopping centers like Plaza West Covina. Known for its vibrant cultural fabric and suburban yet connected lifestyle, West Covina plays an important role in the region's economy and community landscape. West Covina houses the major shopping mall in the region (the Plaza at West Covina), over two dozen schools, and several other areas with traffic concerns. The Interstate 10 Freeway (the San Bernardino Freeway) covers the northern end of the city. Vehicle traffic to and from the I-10 congests several major feeder streets, especially during commute hours. West Covina encompasses 225 miles of road, making the City particularly dense in terms of vehicular traffic.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

In 2025, West Covina experienced 6 deaths caused by traffic crashes, and 480 injuries caused by traffic crashes--these were both increases from 2024. Similarly, injury causing crashes contributed to the primary crash factor of improper turning totaled 86, and contributed to failure to yield to traffic signals/signs totaled 103--these were both increases from 2024. In 2025, there was 1 traffic death involving alcohol, 1 traffic death involving drugs, 33 traffic injuries involving alcohol. In 2025, 2 pedestrians were killed, 42 pedestrians were injured, 29 bicyclists were injured, and 9 motorcyclists were injured in traffic crashes.

Comparing federal fiscal year 2024 to federal fiscal year 2025, the following statistics showed notable increases (worsening): The number of persons injured in traffic crashes increased 25.7% (to 465); the number of pedestrians killed in traffic crashes increased from 0 to 2 (200%); the number of pedestrians injured in traffic crashes increased 23.5% (to 42); the number of bicyclists injured in traffic crashes increased 45% (to 29); the number of persons killed in alcohol-involved crashes increased 0 to 1 (100%); the number of persons killed in drug-involved crashes increased from 0 to 1 (100%); the number of persons injured in drug-involved crashes increased from 0 to 7 (700% increase), and the number of nighttime fatal crashes increased from 1 to 2 (100% increase).

West Covina's primary crash factors, contributing to both fatalities and injuries, are speeding, turn violations, and traffic signal/sign violations (failure to yield).

Define the target population the grant intends to serve and how they are affected by the problem(s).

West Covina currently faces a range of traffic problems but lacks the resources to fully address them. In 2007-2008, the West Covina Police Department had 127 sworn positions. As detailed in the Traffic Data Summary section, certain traffic problems are of specific concern. Chief among these are speeding, alcohol-involved crashes, and night-time crashes--all contributing to traffic deaths and injuries. Collaboration and funding from OTS for overtime for targeted enforcement activities (at the times and locations revealed by data analysis) will help address these traffic problems, serving all residents and travelers across the entire City of West Covina.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.

8. Reduce the number of persons injured in alcohol-involved crashes. 9. Reduce the number of persons killed in drug-involved crashes. 10. Reduce the number of persons injured in drug-involved crashes. 11. Reduce the number of persons killed in alcohol/drug combo-involved crashes. 12. Reduce the number of persons injured in alcohol/drug combo-involved crashes. 13. Reduce the number of motorcyclists killed in traffic crashes. 14. Reduce the number of motorcyclists injured in traffic crashes. 15. Reduce hit & run fatal crashes. 16. Reduce hit & run injury crashes. 17. Reduce nighttime (2100 - 0259 hours) fatal crashes. 18. Reduce nighttime (2100 - 0259 hours) injury crashes.	
B. Objectives: 1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	Target Number 1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly. Report on the outcomes of the "DUI BOLO" program.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	1
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
7. Conduct DUI Saturation Patrol operation(s).	4
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	4
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	4
10. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	1
11. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	1

12. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.

2

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of \$5,000 more (including tax and shipping) must comply with the Buy America Act.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate the reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the

OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.

- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so the OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of the event within 7 days following significant grant-related event or program. The OTS PIO and your OTS grant coordinator should still be notified in advance when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year must be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines and FAQs](#).
- Email the OTS PIO at pio@ots.ca.gov or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405e DDA-27	20.616	Distracted Driving Awareness	\$8,000.00
402PT-27	20.600	State and Community Highway Safety	\$15,000.00
164ID-27	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$33,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
DUI/DL Checkpoints	164ID-27	\$9,500.00	2	\$19,000.00
DUI Saturation Patrols	164ID-27	\$1,970.00	4	\$7,880.00
Benefits 164ID OT - 11.55%	164ID-27	\$26,880.00	1	\$3,105.00
Traffic Enforcement	402PT-27	\$1,500.00	4	\$6,000.00
Motorcycle Safety Enforcement	402PT-27	\$1,700.00	1	\$1,700.00
Pedestrian and Bicycle Enforcement	402PT-27	\$1,500.00	1	\$1,500.00
Traffic Safety Educational Presentations	402PT-27	\$500.00	2	\$1,000.00
Benefits 402PT OT - 11.55%	402PT-27	\$10,200.00	1	\$1,178.00
Distracted Driving Enforcement	405e DDA-27	\$1,793.00	4	\$7,172.00
Benefits 405eDDA OT - 11.55%	405e DDA-27	\$7,172.00	1	\$828.00
Category Sub-Total				\$49,363.00
B. TRAVEL EXPENSES				
In State Travel	402PT-27	\$3,622.00	1	\$3,622.00
				\$0.00
Category Sub-Total				\$3,622.00
C. CONTRACTUAL SERVICES				
				\$0.00
Category Sub-Total				\$0.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164ID-27	\$3,015.00	1	\$3,015.00
Category Sub-Total				\$3,015.00
F. INDIRECT COSTS				
				\$0.00
Category Sub-Total				\$0.00
GRANT TOTAL				\$56,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Benefits 164ID OT - 11.55% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Motorcycle Safety Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.

Benefits 402PT OT - 11.55% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.

Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Benefits 405eDDA OT - 11.55% - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant.

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum, OTS Traffic Safety Summit, GHSA Annual Meeting in Anaheim. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from other grant funded program activities and maintained under separate accounting tracking codes (example: the same DUI checkpoint may not be funded by both the CHP Cannabis Tax Fund and the OTS).

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

**Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants
(23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [\[U\]](#) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE **(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

RESOLUTION NO. 2026-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027 (2027 OTS GRANT)

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

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 hereby approves Budget Amendment No. 2027-09, attached hereto as Exhibit A, for Fiscal Year 2026-27.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 6th day of October, 2026.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, CMC, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2026-98 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 6th day of October, 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. 2027-09**

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 207 –OTS GRANT			
Revenue	103,620	56,000	159,620
Expenditures	35,120	56,000	91,120
Net Change in Fund Balance	68,500	0	68,500
REVENUE TOTAL INCREASE		56,000	
EXPENDITURE TOTAL INCREASE		56,000	